(Published by the Authority of the City Council of the City of Chicago)

COPY

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

Regular Meeting--Wednesday, February 7, 1996

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

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

Absent -- None.

Call To Order.

On Wednesday, February 7, 1996 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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Quorum present.

Invocation.

Evangelist Ivory J. Nuckolls of Apostolic Church of God opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- APPOINTMENT OF MS. JULIE E. HAMOS AS MEMBER OF AFFIRMATIVE ACTION ADVISORY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- I have appointed Julie E. Hamos as a member of the Affirmative Action Advisory Board for a term expiring October 31, 1996, to succeed Phyllis Apelbaum, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF POLICE BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Police Board as indicated:

Term expiring August 10, 1997 -- Arthur J. Smith, reappointed.

Term expiring August 10, 1998 -- Scott J. Davis, reappointed and designated vice president.

Terms expiring August 10, 1999 -- Demetrius E. Carney, to succeed the late Albert C. Maule; and Victor P. Armendariz, reappointed.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF CITIZEN'S HOTLINE AND REWARD SYSTEM FOR REPORTING OF ILLEGAL DUMPING ACTIVITIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance authorizing the establishment of a hotline for citizens to report illegal dumping activities, and authorizing the payment of rewards to citizens who report dumping activities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY INCREASING PENALTIES FOR ILLEGAL DUMPING AND NULLIFICATION OF MUNICIPAL CONTRACTS FOR PERPETRATORS.

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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance increasing penalties and providing for contract nullification with respect to illegal dumpers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATING SOLID WASTE DISPOSAL AND RECEIPT OF CONSTRUCTION OR DEMOLITION DEBRIS.

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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance relating to the disposal of solid waste and the receipt of construction or demolition debris.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY INCREASING BOND REQUIREMENTS WITH RESPECT TO VARIOUS WASTE FACILITIES.

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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance increasing bonding requirements with respect to various waste facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY INCREASING FINES AND IMPOSING COMMUNITY SERVICE REQUIREMENTS WITH RESPECT TO ILLEGAL DUMPING.

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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance increasing fine amounts and imposing community service requirements with respect to illegal dumping.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPANSION OF BOUNDARIES OF ENTERPRISE ZONE 5 TO INCLUDE PROJECT AT 4635 AND 4711 WEST FOSTER AVENUE FOR BENEFIT OF JOHN O. BUTLER COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expansion of the boundaries of Enterprise Zone 5 to include a proposed expansion project at 4635 and 4711 West Foster Avenue, Chicago, Illinois for the benefit of the John O. Butler Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN OF HOME FUNDS TO CENTRAL WOODLAWN LIMITED PARTNERSHIP FOR ACQUISITION AND REHABILITATION OF BUILDINGS AND CONVEYANCE OF PROPERTY FOR USE AS PARKING FACILITIES.

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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan of up to $3,747,380 of HOME funds to Central Woodlawn Limited Partnership for the acquisition and rehabilitation of seven buildings and the construction of parking facilities, and authorizing the conveyance of various properties to the Partnership for use as parking facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN TO 18TH & WABASH CORP. FOR CONSTRUCTION OF LOW- AND MODERATE-INCOME HOUSING AT 1801 SOUTH WABASH 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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan to 18th & Wabash Corp., an Illinois not-for-profit corporation, in an amount not to exceed $9,494,170, for construction of 170 units of low- and moderate-income housing at 1801 South Wabash Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF REVENUE BONDS FOR ELI'S CHICAGO'S FINEST.

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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the issuance of $7,000,000 of revenue bonds for Eli's Chicago's Finest.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF CONCESSION AGREEMENTS WITH AIR VENTURES, DUTY FREE INTERNATIONAL, McDONALD'S CORPORATION AND O'HARE HEEL BAR AND VALET SHOP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing execution of four concession agreements between the City and Air Ventures, Duty Free International, McDonald's Corporation and O'Hare Heel Bar and Valet Shop.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH UNITED STATES DEPARTMENT OF AGRICULTURE REGARDING WILDLIFE CONTROL ACTIVITIES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

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

Aviation, I transmit herewith an ordinance authorizing the execution of an agreement between the City of Chicago and the United States Department of Agriculture relating to wildlife control activities at O'Hare Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ANNUAL APPROPRIATION ORDINANCE REGARDING COSTS ASSOCIATED WITH ENFORCEMENT OF ENVIRONMENTAL LAWS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance amending the annual appropriation ordinance relating to costs associated with the enforcement of environmental laws.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION OF FUNDS TO REFLECT GRANTS FROM FEDERAL AGENCIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing a supplemental appropriation of $1,122,000 to reflect grants from federal agencies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY TO PILSEN JOINT VENTURE FOR CONSTRUCTION OF NEW HOMES IN ACCORDANCE WITH NEW HOMES FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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 sale of city-owned land to Pilsen Joint Venture to build up to twenty-one new homes in accordance with the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR TRANSFER OF VACANT CITY-OWNED PROPERTY TO CORNELL PARTNERS LIMITED PARTNERSHIP FOR CONSTRUCTION OF SINGLE-FAMILY HOMES.

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

February 7, 1996.

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 the transfer of various vacant city-owned parcels to Cornell Partners Limited Partnership for construction of thirteen single-family homes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH OLD TOWN SCHOOL OF FOLK MUSIC FOR PROPERTY AT 4544 NORTH LINCOLN 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

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the execution of a lease between the City of Chicago and the Old Town School of Folk Music for a site located at 4544 North Lincoln Avenue in Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF LICENSE AGREEMENTS WITH THREE TOUR BOAT COMPANIES FOR USE OF DOCKING LOCATIONS ON CHICAGO RIVER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1996.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance authorizing the approval of license agreements with three tour boat companies for the use of docking locations on the Chicago River.

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

Placed On File -- NOTIFICATION OF SALE CERTIFICATE FOR CITY OF CHICAGO GENERAL OBLIGATION BONDS, PROJECT AND REFUNDING SERIES 1995B.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, transmitting the Notification of Sale Certificate authorizing the issuance of City of Chicago, General Obligation Bonds, Project and Refunding Series 1995B, passed by the City Council on November 15, 1995, which was *Placed on File.*

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS FOR PERIOD ENDED DECEMBER 31, 1995.

The following documents received in the City Clerk's office from Ms. Barbara A. Lumpkin, City Comptroller, were *Placed on File:*

City of Chicago -- Corporate Purposes Fund Cash Report.

City of Chicago -- Statement of Funded Debt.

City of Chicago Corporate Fund -- Statement of Floating Debt.

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

A communication from Mr. Thomas R. Walker, Commissioner, Department of Transportation, under date of January 19, 1996, transmitting an update on the Lake View/Uptown Neighborhood Protection and Improvement Plan pursuant to an ordinance passed by the City Council on February 15, 1988, which was *Placed on File.*

Placed On File -- 21ST CENTURY CABLE TV, INC. FRANCHISE APPLICATION AND CLARIFICATIONS.

A communication from Ms. Joyce Gallagher, Cable Administrator, under date of January 29, 1996, transmitting the cable television franchise application of 21st Century Cable TV, Inc., including the original application and all clarifications submitted with respect thereto, which was *Placed on File.*

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on January 10, 1996 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 February 6, 1996 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 January 10, 1996 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 -- AMENDMENT OF TITLE 3, CHAPTER 56 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATING VARIOUS ASPECTS AND FEES OF CHICAGO WHEEL TAX.

A communication from The Honorable James J. Laski, City Clerk, amending Title 3, Chapter 56 of the Municipal Code of Chicago, by further regulating various aspects and fees related to the Chicago Wheel Tax, which was *Referred to the Committee on Finance.*

Referred -- PROPOSED "VOTER NULLIFICATION ORDINANCE" AND "VOTER REGISTRATION ORDINANCE".

A communication from Ms. Allison DeBonnett, under date of January 12, 1996, transmitting two proposed ordinances, the "Voter Nullification Ordinance" and the "Voter Registration Ordinance", which were *Referred to the Committee on Committees, Rules and Ethics.*

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:

Mr. Pawel Borowiec -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-M bounded by:

the public alley next north of and parallel to West Belmont Avenue; a line 75 feet east of and parallel to North Meade Avenue; West Belmont Avenue; and North Meade Avenue.

Mr. Frank Cooper -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 3-K bounded by:

a line 26 feet north of and parallel to West Thomas Street; North Pulaski Road; West Thomas Street; and the public alley next west of and parallel to North Pulaski Road.

The Fordham Company -- to classify as a B7-7 General Central Business District instead of a B7-6 General Central Business District, and to further classify as a Residential Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 18-G bounded by:

East Huron Street; North Wabash Avenue; East Erie Street; and a line 120 feet west of and parallel to North Wabash Avenue.

Mr. James J. Ganley -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 1-I bounded by:

West Erie Street; a line 63 feet east of and parallel to North Campbell Avenue; the alley next south of and parallel to West Erie Street; and North Campbell Avenue.

Mr. James J. Ganley -- to classify as a C1-3 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 3-G bounded by:

North Milwaukee Avenue; a line 168 feet southeasterly of the intersection of West Thomas Street and North Milwaukee Avenue as measured at the westerly right-of-way line of North Milwaukee Avenue and perpendicular thereto; the alley next southwesterly of and parallel to North Milwaukee Avenue; and a line 120 feet southeasterly of the intersection of West Thomas Street and North Milwaukee Avenue as measured at the westerly right-of-way line of North Milwaukee Avenue and perpendicular thereto.

General Parking Corporation -- to classify as a Central Area Parking Planned Development instead of a C3-7 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by:

South Wells Street; a line 86 feet north of and parallel to West Van Buren Street; a line 153.48 feet west of and parallel to South Wells Street; and a line 87.5 feet south of and parallel to West Jackson Boulevard.

Logan Jones Limited Partnership -- to classify as a C3-3 Commercial-Manufacturing District instead of an M2-3 General Manufacturing District the area shown on Map No. 7-H bounded by:

the southeasterly line of West Logan Boulevard; a line running southeast and beginning 208.60 feet southwest of the intersection of the southeasterly line of West Logan Boulevard and the southwesterly line of North Jones Street; a line 697.48 feet southeast of the southeasterly line of West Logan Boulevard; a line 221.86 feet from the Chicago & Northwestern Railroad right-of-way; a line comprised of 66 feet, which is the southeasterly terminus of North Jones Street; and the southwesterly line of North Jones Street.

Montank Investment -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-H bounded by:

a line 55.23 feet north of West Bloomingdale Avenue; North Paulina Street; West Bloomingdale Avenue; and the alley next west of North Paulina Street.

Mr. Rubin Radevski and Mr. Daniel Radevski -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

a line 177 feet north of West Wabansia Avenue; the alley next east of North Damen Avenue; a line 137 feet north of West Wabansia Avenue; and North Damen Avenue.

Random Corporation and E. L. Everette -- to classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 14-G bounded by:

the public alley next south of and parallel to West 61st Street; the public alley next east of and parallel to South Ashland Avenue; a line 225 feet south of and parallel to the public alley next south of and parallel to West 61st Street; and South Ashland Avenue.

Mr. Richard Jay Wineberg -- to classify as a B1-2 Local Retail District instead of a B2-1 Restricted Retail District the area shown on Map No. 9-H bounded by:

West Irving Park Road; a line 56.06 feet east of North Paulina Street; the alley next south of and parallel to West Irving Park Road; and North Paulina Street.

701 West Jackson, L.L.C. -- to classify as a B4-5 Restricted Service District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by:

West Jackson Boulevard; South Desplaines Street; West Gladys Avenue; and a line 99.0 feet west of and parallel to South Desplaines Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Insurance Company (6) John R. Healy, Clarence G. Honath, Kelle A. Martin, Ronald T. Peplansky, Gloria L. Price and Gloria Thompson, American Ambassador Casualty Company (6) Andre S. Daniels, Minnette W. Nelson, Erica Solisdelopez, Samella Sterling, David J. Strausberg and Patricia A. Taylor, Asta Richard;

Banich Robert M., Jr., Bigley George A., Jr., Block Gina M., Brooks Andrew, Brown Timothy M., Brownlee Patricia, Brubaker Robert A., Burgess Helen L., Burman Kathy E., Busn Janice V.;

Campos Alfonso, Cardabelli Karen E., Cardoso Jose, Chicago Veterinary Emergency Service, Chmielewski Linda, Coleman-Browne Julia R., Craig Eboni, Cunningham Kevin M., Curry Larri M.;

Davis John G., DeBartolo Denise, Deluco Joseph, Donahue Joseph A., Drane Anton L., Dunigan Vinnie, Dziedzic Joan H.;

Edelfelt David H., Enterprise Rent-A-Car, Escanio Guadalupe, Ester Readith L.;

Faber Mark A., Falik Nadia, Farmers Insurance Group and Anthony C. Lostroscio, Farmers Insurance Group of Companies and David Carroll, Fayne Sammie, Fischer Henry P., Frusa Stefan;

Gallardo Sandro, Gayden Charlotte M., Gearden Paul C., Gee Margaret W., Gerst and Pullin, attorneys for Ambassador Office Equipment, Gipson Reverend John C., Girard Martin I., Goldberg Robert A., Goscinski Alicia, Grimm Lawrence, Gruntwage Victor B.;

Harris Lonnie C., Hawthorne Solomon A., Hayes Sean Michael, Hellestrae Ruth M., Henderson Betty A., Hicks Frances Y., Hinchley Robert W., Hoover Steven;

Illinois Founders Insurance Company and Teresa Herezi;

Jackson Ruby, Janus Arv, Januszkiewicz Mariusz, Johnson Artie L., Johnson Darlene, Johnson Derron D., Johnson Timothy R., Jones Elizabeth J.;

Karras Kostas, Katzman Joshua A., Kaufman Sharon L., Kiehn Ken A., Klimala Jeffrey K., Kopinski Rita G., Korthaeuer Ulf;

Lahalih Sarah D., Lang Joseph A., Larson Lee-Ann S., Leashore Bernice L., Luevano Teresa, Lymperis Margaret;

Makco Daniel D., Mann Eugenia, Mannino LuAnn, Marszalek Walter J., Mathis-Jackson Elaine L., McNulty Michael, Mehraban Sonny, Metcalf Eric H., Mikva Mary L., Miller Howard A., Milroe Clarence, Morales Lydia L., Mullins Brent P.;

Napierkowski John F., Naranjo Jarlindho C., Newell Mildred A., Nezich Nancy L., Nichols Eddie, Jr.;

Occhipinti Carl J., Omar Abdo O., Ortiz Octavio;

Pearson William W., Pedroza Cesar A., Pena Henry, Peoples Gas Light and Coke Company (25), Peter Pan Restaurant, Phillips Pamela, Pool Michael D., Pollack James W., Powell Regina;

Randich Roy S., Reynoso Joseph A., Rhodes Marguerite, Richman Gregory S., Rivera Felix (2), Rodriguez Gerardo, Rodriguez Maria S., Romanowski Piotr, Roosevelt University, Rossmann Tim S.;

Schardein Bradley A., Schlenk Jack M., Schlessinger Nathan, Schreiber Miriam, Schroedter Gregory J., Schusler Frank J., Shinn-Chandler Barbara, State Farm Insurance Companies (12) Alejo U. and Virginia Balingit, Ronald T. Bosco, Juan Corral, Jose Flores, Paula and Dennis Hart, Daniel T. and Jan M. Hoeltgen, Darlene Kendall, Joe and Katherine Marshall, Henry Meisels, Bradley A. Schardein, Mark M. Zoltek and Cassandra Zutovsky;

Tatum Burdette K., Tenney Roger A., Thrift-Rhodes Margretta, Tolentino Lydia A., Tormey James P., Tripp Willie L.;

Valor Insurance Company and Diane I. Efstathiou, Van Pelt Richard A., Velez Jorge G.;

Wade Kelly S., Wallace Sonja M., Weathers Michella L., Weber Kathryn L., Wellington Rose, Wexler Michael B., Whang Minkyu, Whiteside Bruce,

Wiekerson Carrie, Williams Dornell, Williams Laverne, Williams Robert L., Witunski John L.;

Zartler Jacqueline A., Zebala Wojciech J..

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

REAPPOINTMENT OF MR. THEODORE R. TEZLAFF AS MEMBER OF PUBLIC BUILDING COMMISSION OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Theodore R. Tetzlaff as a member of the Public Building Commission of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment 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 reappointment of Mr. Theodore R. Tetzlaff as a member of the Public Building Commission of Chicago was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF MS. COLLEEN M. CANNY, MR. ANTHONY T. KLOK AND MR. DAN WOLF AS MEMBERS OF GREATER LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NUMBER 8).

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Colleen M. Canny, Anthony T. Klok and Dan Wolf as members of the Greater Lakeview East Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments 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 reappointments of Ms. Colleen M. Canny, Mr. Anthony T. Klok and Mr. Dan Wolf as members of the Greater Lakeview East Commission (Special Service Area Number 8) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MR. GREGORY A. CLEMMONS AS MEMBER OF GREATER MARQUETTE PARK COMMISSION (SPECIAL SERVICE AREA NUMBER 14).

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Gregory A. Clemmons as a member of the Marquette Park Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment 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. Gregory A. Clemmons as a member of the Marquette Park Commission (Special Service Area Number 14) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

CONVEYANCE OF FIRE DEPARTMENT WATER PUMPER TO SOUTH ELGIN AND COUNTRYSIDE FIRE PROTECTION DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transfer of the City's title in an obsolete pumper to the South Elgin and Countryside Fire Protection District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, From time to time the City identifies and disposes of equipment or articles that are obsolete and no longer appropriate for use by City departments and agencies; and

WHEREAS, The City is the owner of a certain 1977 American LaFrance 1500 G.P.M. pumper, designated D436 in the inventory of vehicles of the Chicago Fire Department and more fully described in Section 1 of this ordinance; and

WHEREAS, The Fire Commissioner has determined that the foregoing pumper is no longer fit for use by the Chicago Fire Department and should be scrapped or otherwise disposed of; and

WHEREAS, The South Elgin and Countryside Fire Protection District has requested that the City of Chicago transfer title to the pumper so that the District may make use of certain of its parts in the restoration of District equipment; and

WHEREAS, The disposition of its property is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. Subject to the conditions described in Section 2 of this ordinance, the City of Chicago ("City") hereby conveys, transfers and assigns to the South Elgin and Countryside Fire Protection District ("District") all of

the City's right, title and interest in and to that certain 1977 American LaFrance 1500 G.P.M. pumper, vehicle identification number CE 145403 ("Pumper"). The Corporation Counsel of the City shall prepare all documents needing signature of a City official to effect this conveyance, transfer and assignment. The City's Fire Commissioner shall execute any such documentation in the name of the City.

SECTION 2. The City shall charge no purchase price to the District for this transaction. In consideration of the conveyance, transfer and assignment of the City's right, title and interest in and to the Pumper, the District shall accept the Pumper without warranty of any type, express or implied. The District shall also bear all costs of collecting, removing and relocating the Pumper. The District shall also bear all responsibility and risk related to the collection, removal and relocation of the Pumper and to any subsequent use of the Pumper by the District. Prior to receiving the Pumper, the District shall deliver documentation in a form deemed legally sufficient by the City's Corporation Counsel, indicating: the District's promise to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, suits or damages arising from the use, condition or operation of the Pumper from and after the transfer of possession of the Pumper to the District; and action of the District's governing body accepting this transaction and all conditions described in this ordinance, including the statement of indemnification.

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

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH MAXI-MIX, INC. FOR PROPERTY AT 1414 WEST WILLOW STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a loan and security agreement with Maxi-Mix, Inc. for a project located at 1414 West Willow Street, in the amount of $300,000, having had the same under advisement, begs leave to

report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City Council of the City ("City Council") by an ordinance enacted on July 31, 1990 and published at pages 19067 -- 19090 of the Journal of Proceedings of the City Council of said date authorized a D.P.D. initiative entitled the Bank Participation Loan Program (the "Program"); and

WHEREAS, The Program requires City Council approval for participation in which the City's share exceeds One Hundred Fifty Thousand Dollars ($150,000); and

WHEREAS, Maxi-Mix, Inc., an Illinois corporation ("Borrower"), has requested that D.P.D. approve the purchase of a participation interest in an

amount not to exceed Three Hundred Thousand Dollars ($300,000) of a Six Hundred Thousand Dollar ($600,000) term loan (the "Loan") from Cole Taylor Bank ("Bank") pursuant to the terms and conditions and for the purpose set forth in Exhibit A attached hereto and made a part hereof, which will result in the creation of an estimated eighteen (18) new, permanent full-time equivalent job opportunities available to low- and moderate-income persons residing in the City; and

WHEREAS, The Loan Review Committee has approved the request of the Borrower; now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is each hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto.

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

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

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

Exhibit "A".

Borrower:	Maxi-Mix, Inc., an Illinois corporation.
Present Address:	1875 North Winnebago Avenue Chicago, Illinois 60647.

Loan Program:	Bank Participation Loan (Industrial Retention and Expansion Loan).
Participating Bank:	Cole Taylor Bank.
Total Loan Amount:	$600,000.
City Share:	$300,000 (50%).
Bank Share:	$300,000 (50%).
Term:	Not to exceed 15 years.
City's Interest Rate:	3% per annum.
Collateral:	First mortgage on the Property (as defined below); personal guaranty of Luis Puig, Sr., Nidia Puig, Luis Puig, Jr. and Leonard Puig; corporate guaranty of A.L.L. Masonry Construction Co..
Purpose:	To provide financial assistance for the acquisition of property and an existing 20,000 square foot facility located at 1414 West Willow Street, Chicago, Illinois (the "Property"), with such facility to be used for the manufacture of ready mix mortar.
Job Creation:	18 new, permanent job opportunities, 10 of which will be available to low- and moderate-income persons residing in the City.

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENTS WITH DREXEL STREET PROPERTIES LIMITED PARTNERSHIP FOR REHABILITATION OF VARIOUS PROPERTIES.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to enter into and execute two loan agreements with Drexel Street Properties Limited Partnership for the rehabilitation of four buildings, in the amounts of $1,628,100 and $1,104,525, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

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

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C., Section 12701, et seq.,

authorizing, inter alia, the HOME Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

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

WHEREAS, The City may have available certain funds in Corporate Fund No. 100 (the "Corporate Funds") to be used as the local match of HOME Funds as required under the HOME Program; and

WHEREAS, The City may have available to it certain funds ("Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of two loans (collectively, the "Loan") to Drexel Street Properties Limited Partnership, an Illinois limited partnership (the "Borrower"), of which East Lake Management & Development Corp., an Illinois corporation, and Grant Memorial African Methodist Episcopal Housing and Economic Development Corporation, an Illinois not-for-profit corporation, are the general partners, which loan shall be in an aggregate principal amount not to exceed Two Million Seven Hundred Thirty-two Thousand Six Hundred Twenty-five Dollars ($2,732,625), to be funded from HOME Funds, Corporate Funds and/or Program Income, as available, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part thereof; and

WHEREAS, The Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation (the "Trust Fund"), which was established by the City to address the permanent housing needs of persons whose incomes are at or below fifty percent (50%) of the median income of all residents of the City, has established the Affordable Rents for Chicago Program (the "A.R.C. Program") under which the Trust Fund will extend to owners and developers of multi-unit rental housing non-interest-bearing loans which will be secured by mortgages to the Trust Fund to reduce rents in such units during the terms of the loans; and

WHEREAS, The Borrower has made an application to the Trust Fund for a loan in the approximate amount of Five Hundred Forty Thousand Dollars ($540,000) from A.R.C. Program funds, which loan would reduce the amount of the first mortgage loan to be made to the Borrower as described in Exhibit A hereto, and the making of such loan by the Trust Fund is not a condition to the Loan; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

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

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

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

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

Exhibit "A".

Borrower: Drexel Street Properties Limited Partnership, an Illinois limited partnership with East Lake Management & Development Corp., an Illinois corporation, and Grant Memorial African Methodist Episcopal Housing and

Economic Development Corporation, an Illinois not-for-profit corporation, as the general partners (collectively, the "General Partner") and others to be hereafter selected as the limited partners.

Project: Acquisition and rehabilitation of four buildings and the acquisition and development of two parking lots for use by the tenants of said buildings. Two of the buildings are located at 848 -- 862 East 40th Street and 4031 South Drexel Boulevard and parking lot is located at 839 -- 843 East 40th Street (the "Loan No. 1 Property"); the remaining two buildings are located at 4546 -- 4548 South Calumet Avenue and 4550 -- 4556 South Calumet Avenue and the second parking lot is located at 4601 South Calumet Avenue (the "Loan No. 2 Property") (the Loan No. 1 Property and the Loan No. 2 Property are collectively referred to as the "Property"). The Loan No. 1 Property contains a total of 36 units of rental housing and the Loan No. 2 Property contains a total of 25 units of rental housing for an aggregate of 61 dwelling units to be contained therein as one-, two-, three- and four-bedroom units for low- and moderate-income families.

Loan No. 1:	Address:	848 -- 862 East 40th Street, 4031 South Drexel Boulevard and 839 -- 843 East 40th Street (parking lot).
	Source:	Home Funds/Corporate Funds/ Program Income.
	Amount:	Not to exceed $1,628,100.
	Term:	Not to exceed 32 years.
	Interest:	0% per annum.
	Security:	Non-recourse loan; second mortgage on the Property.
Loan No. 2:	Address:	4546 -- 4548 South Calumet Avenue, 4550 -- 4556 South Calumet Avenue and 4601 South Calumet Avenue (parking lot).

		Source:	Home Funds/Corporate Funds/ Program Income.
		Amount:	Not to exceed $1,104,525.
		Term:	Not to exceed 32 years.
		Interest:	0% per annum.
		Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing	1.	Amount	Not to exceed $1,080,000.
		Term:	30 years.
		Source:	LaSalle National Bank, or a financial institution acceptable to the Commissioner.
		Interest:	Adjustable, not to exceed 17% per annum.
		Security:	First mortgage on the Property.
	2.	Low-Income Housing Tax Credits ("L.I.H.T.C.") Proceeds:	Approximately $1,639,270.
		Source:	To be derived from the syndication by the General Partner of $256,000 L.I.H.T.C. allocation by the City.
	3.	Amount:	$100.
		Source:	General Partner.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees which cover:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C..

Water for Construction.

Smoke Abatement.

B. Electrical Permit: Service and wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENTS WITH COMMUNITY HOUSING PARTNERS III L.P. FOR REHABILITATION OF BUILDINGS IN ENGLEWOOD COMMUNITY AREA.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to enter into and execute two loan agreements with Community Housing Partners III L.P. for the rehabilitation of twelve buildings in the Englewood Community Area, in the amount of $4,815,286 and $3,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed funds (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program (the "Rental 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 program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons, and the Rental Program is administered by the United States Department of Housing and Urban Development ("H.U.D."); and

WHEREAS, Prior to October 1, 1991, the United States Department of Housing and Urban Development approved an allocation of Two Million Four Hundred Forty-one Thousand Dollars ($2,441,000) of Rental Program grant funds ("Rental Program Funds") to the City for Program Year VII (1991), and such funds are administered by D.O.H.; and

WHEREAS, The City may have available to it "program income" (as defined in 24 C.F.R. Section 511.76(b)) derived from the use of Rental Program Funds (the "Program Income"); and

WHEREAS, The City Council of the City has authorized funding for the Community Development Block Grant ("C.D.B.G.") Float Loan Program (the "C.D.B.G. Float Loan Program"); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Community Housing Partners III L.P., an Illinois limited partnership (the "Borrower") of which Chicago Community Development Corporation, an Illinois corporation, is the sole general partner, in an amount not to exceed Four Million Eight Hundred Fifteen Thousand Two Hundred Eighty-six Dollars ($4,815,286) (the "Loan"), to be funded from Multi-Program Funds, Rental Program Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Borrower has made an application to borrow funds under the C.D.B.G. Float Loan Program (the "C.D.B.G. Float Loan"); and

WHEREAS, D.O.H. and the C.D.B.G. Float Loan Committee have approved the application of the Borrower for a C.D.B.G. Float Loan in the amount of Three Million Five Hundred Thousand Dollars ($3,500,000); and

WHEREAS, The proceeds of the C.D.B.G. Float Loan and the Loan will be used, together with the proceeds of the additional financing set forth on

Exhibit A attached hereto and made a part hereof, for the Project (as described in Exhibit A hereto); and

WHEREAS, The City is the owner of certain properties located at 7149 -- 7151 South Eggleston Avenue (Permanent Index Numbers 20-28-107-019 and 20-28-107-020), 7049 -- 7053 South Eggleston Avenue (Permanent Index Number 20-21-328-018), 7008 South Eggleston Avenue (Permanent Index Number 20-21-327-020), 6632 South Stewart Avenue (Permanent Index Number 20-21-130-019) and 6535 South Normal Avenue (Permanent Index Number 20-21-122-001) (all or any portion of such properties shall be collectively referred to herein as the "Parking Facilities"); and

WHEREAS, The Borrower has offered to purchase the Parking Facilities from the City for the purpose of constructing parking lots thereon for use in connection with the Project (as described in Exhibit A hereto); now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the C.D.B.G. Float Loan, the Loan and the terms and program objectives of the C.D.B.G. Float Loan Program, the Multi-Program and the Rental Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the C.D.B.G. Float Loan and the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the C.D.B.G. Float Loan and the Loan to the Borrower.

SECTION 3. The City hereby approves the sale of the Parking Facilities to the Borrower for the purchase price of One Dollar for each individual property composing the Parking Facilities.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or deeds conveying the Parking Facilities to the Borrower. Each quitclaim deed shall contain language substantially in the following form:

> This conveyance is subject to the express conditions that: 1) a parking lot is built on the subject property within twenty-four (24) months of the

date of this deed; and 2) the subject property is used as a parking lot for a period at least equal to the longer of (i) five (5) years from the date of this deed,or (ii) the period during which the City's mortgage lien (Pursuant to the mortgage recorded in favor of the City on or about the date hereof) on the subject property shall be in effect.

SECTION 5. In connection with the C.D.B.G. Float Loan and the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

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

Exhibit "A".

Borrower:	Community Housing Partners III L.P., an Illinois limited partnership with Chicago Community Development Corporation, an Illinois corporation, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.
Project:	Acquisition and rehabilitation of 12 buildings located at 7000 -- 7004 South Eggleston Avenue/443 -- 445 West 70th Street, 7056 -- 7058 South Eggleston Avenue/440 -- 442 West 71st Street,7150 South Eggleston Avenue/436 -- 444 West 72nd Street, 6545 South Normal Avenue, 6547 -- 6549 South Normal Avenue, 6553 -- 6559 South Normal Avenue/434 -- 442 West 66th Street, 6850 -- 6854 South Normal Avenue, 7001 -- 7003 South Normal Avenue/451 -- 453 West 70th Street, 6757 -- 6759 South Parnell Avenue, 6816 -- 6818 South Perry Avenue, 7011 -- 7013 South Perry Avenue and 6642 -- 6656 South Stewart Avenue/408 -- 410

West 67th Street (the "Improved Property", and, together with the Parking Facilities, collectively referred to herein as the "Property") and of 167 dwelling units contained therein as one-, two-, three-, four- and five-bedroom units for low- and moderate-income families, and construction of parking lots on the Parking Facilities.

C.D.B.G. Float Loan:	Amount:	$3,500,000.
	Term:	Not to exceed 18 months.
	Interest:	3½% per annum.
	Security:	Letter of Credit to be issued by Bank One, Chicago, NA, or another bank meeting the C.D.B.G. Float Loan Program requirements, acceptable to the City. The Letter of Credit shall be an irrevocable direct-pay Letter of Credit, subject to the approval of the Corporation Counsel and shall be provided in the amount of the principal of the C.D.B.G. Float Loan plus interest. The issuer of the Letter of Credit shall take a first mortgage on the Property.
Multi-Program/ Rental Program Loan:	Source:	Multi-Program/Rental Program/ Program Income.
	Amount:	Not to exceed $4,815,286.
	Term:	Not to exceed 32 years.
	Interest:	0% per annum.
	Security:	Non-recourse loan; third mortgage on the Property, to become a second mortgage on the property upon the release of the first mortgage in favor of the issuer of the Letter of Credit.

Additional Financing:

1. Amount: $3,500,000.

   Term: 15 years, commencing no later than the expiration of the term of the C.D.B.G. Float Loan.

   Source: Equitable Life Assurance Society of the United States, or a financial institution acceptable to the Commissioner.

   Interest: 9¼% per annum.

   Security: Second mortgage on the Property, to become a first mortgage on the Property upon the release of the first mortgage in favor of the issuer of the Letter of Credit.

2. Section 8 Project-Based Assistance: Project-based financial assistance to the Borrower from H.U.D. in the form of Section 8 certificates for a certain minimum number of units in the Property acceptable to the Commissioner, which permit lower rents for each assisted unit.

3. Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds: Approximately $1,791,011.

   Source: To be derived from the syndication by the General Partner of $319,475 L.I.H.T.C. allocation by the City.

4. Equity: $100.

   Source: General Partner.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C..

Water for Construction.

Smoke Abatement.

B. Electrical Permit: Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING *FLECK, ET AL. v. CITY OF CHICAGO, ET AL.*

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the following case: *Fleck, et al. v. City of Chicago, et al.*, 91 L 10372, in the amount of $215,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Fleck, et al. v. City of Chicago, et al.*, 91 L 10372, in the amount of $215,000.

AUTHORIZATION FOR EXPANSION OF BOUNDRIES OF ENTERPRISE ZONE 4.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the expansion of the boundaries of Enterprise Zone 4, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance establishing Enterprise Zone 4 ("Zone 4"), appearing in the December 16, 1983 Journal of Council Proceedings on pages 3991 to 3993; and amended and appearing in the November 6, 1985 Journal of Council Proceedings on pages 21504 to 21507; and amended and appearing in the July 29, 1987 Journal of Council Proceedings on pages 2715 to 2718; and amended and appearing in the September 14, 1988 Journal of Council Proceedings on pages 17237 to 17240; and amended and appearing in the October 25, 1989 Journal of Council Proceedings on pages 6432 and 6434 to 6438; and amended and appearing in the October 3, 1990 Journal of Council Proceedings on pages 21495 to 21499; and amended and appearing in the May 22, 1991 Journal of Council Proceedings on pages 236 to 240; and amended and appearing in the September 16, 1992 Journal of Council

Proceedings on pages 20597 to 20603; and amended and appearing in the November 5, 1993 Journal of Council Proceedings on pages 39915 to 39920; and amended and appearing in the January 12, 1995 Journal of Council Proceedings on pages 64522 to 64528; and further amended and appearing in the June 14, 1995 Journal of Council Proceedings on pages 2185 to 2192 (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Zone 4 will increase the development and rehabilitation of the depressed areas on the north side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Zone 4 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by inserting the language in italics, as follows:

The following area, hereafter referred to as "Zone 4", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 4:

beginning at the corner of Kedzie Avenue and Grand Avenue; continuing southeast on Grand Avenue to the west line of Western Avenue; then north along the west line of Western Avenue to the north line of Erie Street; then west along said line to the first alleyway west of Western Avenue; then north along said alleyway to the south line of Superior Street; then east along the south line of Superior Street to the west line of Western Avenue; then north along Western Avenue to the north line of Chicago Avenue; then east along Chicago Avenue to the west line of Hoyne Avenue; then proceeding a distance of 125 feet to a point on which is located a certain chain link fence; then proceeding west from said point to the first alleyway west of Hoyne Avenue; then north along said alleyway to the south line of Rice Street; then east along Rice Street to the east line of Hoyne Avenue; then south on Hoyne Avenue to the south line of Chicago Avenue; then west along the south line of Chicago Avenue to the east line of Western Avenue; then south along the east line of Western Avenue to Grand Avenue; then east on Grand Avenue to Ogden Avenue; then running northeast on Ogden Avenue to the Kennedy Expressway; then running northwest on the Kennedy Expressway to

Belmont Avenue; then running west on Belmont Avenue to Central Park Avenue; then running north on Central Park Avenue to the Kennedy Expressway; then running northwest on the Kennedy Expressway to the south side of Montrose Avenue; then west along Montrose Avenue to the west line of the Chicago & Northwestern (C & NW) railroad line; then south along the west line of the C & NW railroad line to its intersection with Knox Avenue extended; then northwest along Knox Avenue to the north side of Montrose Avenue; then east along the north side of Montrose Avenue to the Kennedy Expressway; then running northwest along the Kennedy Expressway to Cumberland Avenue; then proceeding south along Cumberland Avenue to the north side of Bryn Mawr Avenue; then running west along the north side of Bryn Mawr Avenue to the east side of Delphia Avenue; then running north along the east side of Delphia Avenue and Delphia Avenue extended to the south boundary line of the Kennedy Expressway; then running west along said boundary line approximately 380 feet to the east boundary line of President's Plaza Phase I; then running south along said boundary line approximately 460 feet; then running east to the west side of Delphia Avenue; then running south along the west side of Delphia Avenue to the south side of Bryn Mawr Avenue; then running east along the south side of Bryn Mawr Avenue to Cumberland Avenue; then running south along Cumberland Avenue to Berwyn Avenue; then proceeding west along Berwyn Avenue to the west edge of Delphia Avenue; then proceeding south along the west edge of Delphia Avenue to Foster Avenue; then running west on Foster Avenue extended to relocated Mannheim Road; then running north along the west edge of relocated Mannheim Road to Higgins Road; then running northwest along Higgins Road and vacated Higgins Road to the west line of the east 10 acres of the west half of the northeast quarter of Section 31, Township 41 North, Range 12, East of the Third Principal Meridian extended south; then running north along said west line to the north line of the aforesaid northeast quarter of Section 31; then commencing at the point of intersection of the north line of the aforesaid northeast quarter of Section 31 with the west line of the east 10 acres of the west half of the aforesaid northeast quarter of the northeast quarter of Section 31; then south along said west line of the east 10 acres, a distance of 216.77 feet to the point of beginning of the tract described herein; then east along a line drawn perpendicular to the last described line, 935.00 feet; then south, along a line drawn perpendicular to the last described line, 925.00 feet; then west along a line drawn perpendicular to the last described line, 935.00 feet to the point of intersection with the aforesaid west line of the east 10 acres of the west half of the northeast quarter of the northeast quarter of Section 31; then north along said west line, 925.00 feet to the hereinabove designated point of beginning, in Cook County, Illinois; then south along the west line of said east 10 acres and said line extended south to vacated Higgins Road; then southeast along vacated Higgins Road

and Higgins Road to Mannheim Road; then south along Mannheim Road and the west edge of Old Mannheim Road extended to Foster Avenue extended; then proceeding east on Foster Avenue extended to the west edge of Delphia Avenue; then proceeding north on the west edge of Delphia Avenue to Berwyn Avenue; then proceeding east along Berwyn Avenue to Cumberland Avenue; then proceeding north along Cumberland Avenue to the Kennedy Expressway; then running southeast on the Kennedy Expressway to the west line of Pulaski Road; then north along the west line of Pulaski Road to Victoria Street; then west along Victoria Street a distance of 885 feet; then north a distance of 505 feet; then east to the west line of Pulaski Road; then south along the east line of Pulaski Road to its intersection with the Kennedy Expressway; then southeast along the Kennedy Expressway to Addison Street; then proceeding east on Addison Street to the west side of the Chicago River; then proceeding north along the west side of the Chicago River to Byron Street; then west on Byron Street to California Avenue; then north on California Avenue to Irving Park Road; then running east on Irving Park Road to the east side of the Chicago River; then running north along the east side of the Chicago River to Berteau Avenue; then east on Berteau Avenue to Campbell Avenue; then south on Campbell Avenue to Addison Street; then east on Addison Street to Western Avenue; then south on Western Avenue to Clybourn Avenue; then running southeast on Clybourn Avenue to Wellington Avenue; then east on Wellington Avenue to Wolcott Avenue; then running north on Wolcott Avenue to Sunnyside Avenue; then west on Sunnyside Avenue to Damen Avenue; then north on Damen Avenue to Wilson Avenue; then east on Wilson Avenue to Wolcott Avenue; then north on Wolcott Avenue to Balmoral Avenue; then west on Balmoral Avenue to Hoyne Avenue; then north on Hoyne Avenue to Bowmanville Avenue; then running northeast on Bowmanville Avenue to Damen Avenue; then north on Damen Avenue to Bryn Mawr Avenue; then east on Bryn Mawr Avenue to Ravenswood Avenue; then running north on Ravenswood Avenue to Ridge Avenue; then running north on Ridge Avenue to Pratt Avenue; then east on Pratt Avenue to Hermitage Avenue; then running south on Hermitage Avenue extended to Belle Plaine Avenue; then east on Belle Plaine Avenue to Ashland Avenue; then south on Ashland Avenue to Irving Park Road; then west on Irving Park Road to Hermitage Avenue; then south on Hermitage Avenue to Lincoln Avenue; then running southeast on Lincoln Avenue to Paulina Street; then south on Paulina Street to Wellington Avenue; then east on Wellington Avenue to Ashland Avenue; then south on Ashland Avenue to Clybourn Avenue; then running southeast on Clybourn Avenue to Halsted Street; then running south on Halsted Street to Division Street; then running east on Division Street to Clybourn Avenue; then running northwest on Clybourn Avenue to Goethe Street; then running east on Goethe Street to Sedgwick Street; then running north on Sedgwick Street to Evergreen Avenue; then running west on Evergreen Avenue to Hudson Avenue; then running

north on Hudson Avenue to Blackhawk Street; then running east on Blackhawk Street to Sedgwick Street; then running north on Sedgwick Street to the south boundary of the Chicago Transit Authority (C.T.A.) right-of-way; then following the C.T.A. right-of-way east to Orleans Street; then south on Orleans Street to Schiller Street; then running east on Schiller Street to the west boundary of the C.T.A. right-of-way; then following the C.T.A. right-of-way south to the first alleyway south of Schiller Street; then running west and south through the alleyway to Evergreen Avenue; then running east on Evergreen Avenue to Wells Street; then running south on Wells Street to Division Street; then running west on Division Street to Orleans Street; then running south on Orleans Street to Chicago Avenue; then running west on Chicago Avenue to Sedgwick Street; then running south on Sedgwick Street to Erie Street; then running west on Erie Street across the north branch of the Chicago River to Halsted Street; then running south on Halsted Street *to the south line of Hubbard Street; then running east on the south line of Hubbard Street to the southwesterly line of Milwaukee Avenue; then running southeasterly on the southwesterly line of Milwaukee Avenue to the north line of Kinzie Street; then running west on the north line of Kinzie Street to Halsted Street; then running south on Halsted Street* to the Kennedy Expressway; then running south on the Kennedy Expressway to Adams Street; then east on Adams Street to Desplaines Street; then south on Desplaines Street to Jackson Boulevard; then west on Jackson Boulevard to the Kennedy Expressway; then running south on the Kennedy Expressway to the Eisenhower Expressway; then running west on the Eisenhower Expressway to Kedzie Avenue; and then running north on Kedzie Avenue to the beginning point at Grand Avenue. (See Attachment "A")

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

That Zone 4 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. it is a contiguous area entirely within the City of Chicago;

2. it comprises [10.8333] *10.8401* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;

3. it is a depressed area as shown by census tract data, and other data; and

4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the Designating Ordinance is hereby deleted and replaced with a new Attachment A to be placed on file with the City Clerk's Office and later attached to this ordinance.

SECTION 4. The modification of the boundaries of Zone 4 provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Commissioner of the Department of Planning and Development ("Commissioner"), as Zone Administrator of the City of Chicago, or a designee of the Commissioner, is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone 4 approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

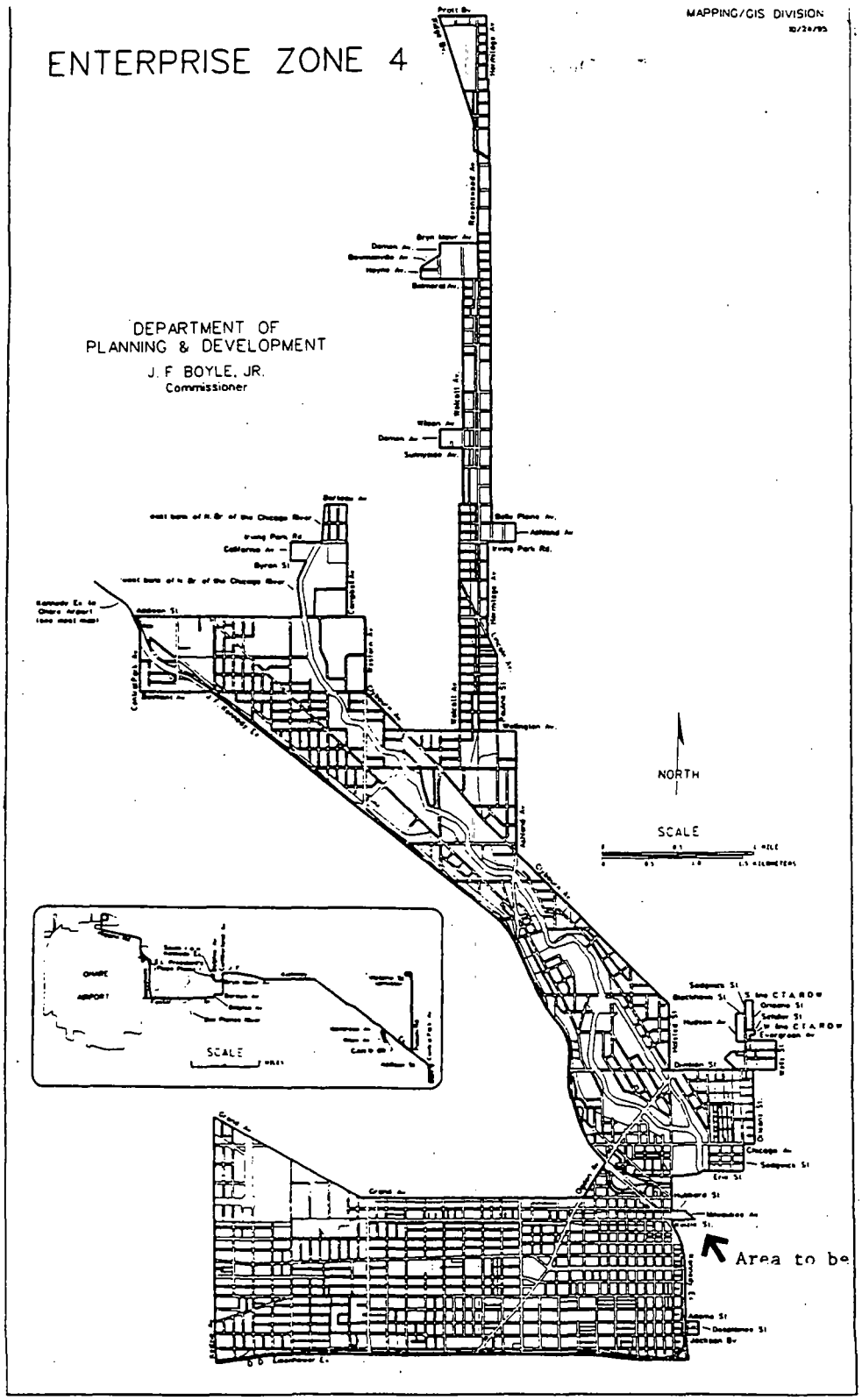
[Attachment "A" referred to in this ordinance printed on page 15175 of this Journal.]

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENT WITH TOBACCO ROAD, INC. FOR DEVELOPMENT OF LOU RAWLS THEATER AND CULTURAL CENTER AT EAST 47TH STREET AND SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

The Committee on Finance submitted the following report:

(Continued on page 15176)

Attachment "A".



(Continued from page 15174)

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into a grant agreement with Tobacco Road, Inc. for the development of the Lou Rawls Theater and Cultural Center to be located at East 47th Street and South Dr. Martin Luther King, Jr. Drive in the amount of $250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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 municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City was awarded a grant in the amount of Two Hundred Fifty Thousand Dollars ($250,000) (the "D.C.C.A. Grant") from the Department of Commerce and Community Affairs ("D.C.C.A.") of the State of Illinois for costs associated with the planning, development and construction of the Lou Rawls Theater and Cultural Center (the "Project"); and

WHEREAS, The developer of the Project, Tobacco Road, Inc. (the "Developer"), an Illinois not-for-profit corporation, intends to build the Project in an approximately fifty-seven thousand seven hundred (57,700) square foot building at the southeast corner of East 47th Street and South Dr. Martin Luther King, Jr. Drive on a site which currently is vacant and which it expects to acquire from the City through a negotiated sale; and

WHEREAS, The grant agreement between the City and D.C.C.A. provides that the City will pass through the D.C.C.A. Grant funds to the Developer for the development of the Project; and

WHEREAS, The Developer is willing and able to undertake the Project; and

WHEREAS, The City and the Developer desire to enter into a grant agreement (the "Grant Agreement") providing for the pass through of the D.C.C.A. Grant funds to the Developer; now, therefore,

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

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

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a Grant Agreement substantially in the form attached hereto as Exhibit A and to enter into and execute such documents and perform any and all acts as shall be necessary or advisable to carry out the purpose and intent of this ordinance and the Grant Agreement as executed.

SECTION 3. Upon the execution and receipt of proper documentation, the City Comptroller is hereby authorized to disburse the D.C.C.A. Grant funds to the Developer.

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

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

Exhibit "A".

Grant Agreement

Between

The City Of Chicago

And

Tobacco Road, Inc.

This agreement, made and entered into as of this ____day of _____, 1996 (the "Agreement") by and between the City of Chicago (the "City") acting through its Department of Planning and Development ("D.P.D.") and Tobacco Road, Inc. ("Tobacco Road"), an Illinois not-for-profit corporation.

Recitals.

Whereas, The City of Chicago (the "City") is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

Whereas, The City was awarded a grant in the amount of Two Hundred Fifty Thousand Dollars ($250,000) (the "D.C.C.A. Grant") from the State of Illinois, Department of Commerce and Community Affairs ("D.C.C.A.") for costs associated with the planning, development and construction of the Lou Rawls Theater and Cultural Center (the "Project"); and

Whereas, Tobacco Road intends to build the Project in an approximately fifty-seven thousand seven hundred (57,700) square foot building at the southeast corner of East 47th Street and South Dr. Martin Luther King, Jr. Drive on a site which currently is vacant and which it expects to acquire from the City through a negotiated sale; and

Whereas, The grant agreement between the City and D.C.C.A. provides that the City will pass through the D.C.C.A. Grant funds to Tobacco Road for the development of the Project; and

Whereas, Tobacco Road is willing and able to undertake the Project; and

Whereas, The City and Tobacco Road desire to enter into a grant agreement (the "Agreement") providing for the pass through of the D.C.C.A. Grant funds to Tobacco Road; and

Whereas, The City and Tobacco Road have among their powers the authority to contract with each other to perform the undertakings described herein;

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

Section 1.

Incorporation Of Recitals.

The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

Section 2.

Tobacco Road Covenants And Representations.

2.1

Tobacco Road shall conduct certain activities to develop the Project as described in the grant agreement between the City and D.C.C.A. (the "D.C.C.A. Grant Agreement"), which is attached hereto as (Sub)Exhibit I and incorporated herein.

2.2

Tobacco Road shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, including Title 2, Chapter 2-156 of the Municipal Code of Chicago (the "Governmental Ethics Ordinance"), pertaining to or affecting the Project or Tobacco Road. Upon the City's request, Tobacco Road shall provide evidence satisfactory to the City of such compliance.

2.3

Tobacco Road shall use the D.C.C.A. Grant funds solely to pay the Project costs in the budget set forth in Part V of (Sub)Exhibit I (the "Budget").

2.4

Tobacco Road represents that it has full power and authority to enter into and perform its obligations under this Agreement and that the execution and delivery of this Agreement and the performance of its obligations thereunder have been duly authorized by all requisite corporate action.

Section 3.

Payment Of D.C.C.A. Grant Funds.

3.1

(a) The City shall pay Tobacco Road up to a maximum aggregate amount of Two Hundred Fifty Thousand Dollars ($250,000) for the Project. The D.C.C.A. Grant funds shall be disbursed by the City to Tobacco Road for Project costs expended pursuant to the Budget and incurred from August 1, 1995 through July 31, 1997, following submission of reimbursement requisitions, identifying the amount of payment due for work performed and costs expended in such detail and with such supporting documentation as required by the City.

(b) The City shall retain ten percent (10%) of the amount of each payment made to Tobacco Road pending completion of an Audit (as defined in Section 4.2 hereof) satisfactory to D.C.C.A..

(c) Tobacco Road shall submit to the City the final reimbursement requisition by August 31, 1997. The City reserves the right to salvage any funds not expended by Tobacco Road by July 31, 1997.

3.2

Tobacco Road expressly agrees that any and all costs incurred by it for the Project in excess of the amount specified in subsection 3.1 herein shall be borned solely by Tobacco Road from its own funds.

Section 4.

Audit, Inspection And Retention Of Records.

4.1

Tobacco Road shall maintain separate, complete, accurate and detailed books and records necessary to monitor the Project and to reflect and disclose fully the total actual cost of the Project and the source of all funds allocated thereto, including the disposition of the D.C.C.A. Grant funds, the total cost of the activities paid for, in whole or in part, with the D.C.C.A. Grant funds and the amount and nature of all investments related to such activities. All such books, records and other related documents shall be available at Tobacco Road's offices at reasonable times for inspection, copying, audit and examination by an authorized representative of the City, at Tobacco Road's expense. Tobacco Road shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Tobacco Road with respect to the Project.

4.2

Tobacco Road shall be responsible for having a financial and compliance audit performed for the Project as required by Part II, paragraph 4 of the D.C.C.A. Grant Agreement (the "Audit") and shall cooperate with the auditors, the City and D.C.C.A. in the preparation of the Audit and the resolution of all Audit findings. Tobacco Road shall advise the City in writing when the Project is completed and ready for the Audit to be performed.

4.3

Rights of inspection and review provided in this Section 4 shall continue for five years from the date of submission of the City's final expenditure report to D.C.C.A. or until final settlement and conclusion of all issues arising out of the disbursement of the D.C.C.A. Grant.

Section 5.

Insurance And Indemnification.

5.1

Tobacco Road shall maintain and keep in force, at its sole cost and expense, at all times throughout the term of this Agreement and until each

and every obligation of Tobacco Road contained in this Agreement has been fully performed, insurance in such amounts and of such type as set forth in (Sub)Exhibit II attached hereto and incorporated herein.

5.2

Tobacco Road agrees to indemnify the City against and save it harmless from loss and damage to property and injury to or death of any person or persons and from court costs and attorneys' fees and expenses incidental thereto, arising out of the work to be performed hereunder by Tobacco Road or any contractor or subcontractor for Tobacco Road, or their respective officers, agents or employees.

5.3

All Tobacco Road contracts and subcontracts for work under this Agreement shall provide for indemnification of the City. All subcontractors' insurance policies shall name the City as an additional insured. All insurance policies and coverage shall be in a form acceptable to the Risk Manager of the Department of Finance of the City.

Section 6.

Default And Remedies.

6.1

In the event Tobacco Road fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement and the same is not cured as described in subsection 6.2 below, the City may terminate this Agreement and Tobacco Road shall repay promptly any amounts received pursuant to this Agreement.

6.2

Prior to termination, the City shall give notice of intent to terminate thirty (30) days prior to termination at the address specified in Section 7 hereof, and shall state the nature of the default. In the event Tobacco Road does not cure such default within the thirty (30) day notice period, such termination shall become effective at the end of such period.

6.3

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

Section 7.

Notices.

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

If To The City:

City of Chicago
Department of Planning and Development
Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner
Fax No.: (Omitted for printing purposes)

With A Copy To:

City of Chicago
Department of Law
Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Fax No.: (Omitted for printing purposes)

If To Tobacco Road:

Tobacco Road, Inc.
4645 South Dr. Martin Luther King, Jr. Drive
Chicago, Illinois 60653
Attention: _____
Fax No.: (Omitted for printing purposes)

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

Section 8.

Amendment.

This Agreement may not be amended without the prior written consent of the City and Tobacco Road.

Section 9.

Entire Agreement.

This Agreement constitutes the entire agreement between the City and Tobacco Road and supersedes all prior agreements, negotiation and discussions between them.

Section 10.

Waiver.

Waiver by the City with respect to breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any

other default or with respect to any particular default, except to the extent specifically waived by the City in writing.

Section 11.

Disclaimer.

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

Section 12.

Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 13.

Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 14.

Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never

included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 15.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 16.

Non-Liability Of Public Officials.

No official, employee or agent of either party shall be charged personally by the other or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of such party's execution or attempted execution or because of any breach hereof.

Section 17.

Assignment.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

In Witness Whereof, The parties have caused this Agreement to be executed by their authorized officers on or as of the day and year first written above.

Attest:

City of Chicago,
a municipal corporation

By: _____
City Clerk

By: _____
Commissioner,
Department of Planning and
Development

Approved:

_____
City Comptroller

Attest:

Tobacco Road, Inc.,
an Illinois not-for-profit
corporation

By: _____
Secretary

By: _____

_____
(Title)

[(Sub)Exhibit II referred to in this Grant Agreement unavailable at time of printing.]

(Sub)Exhibit I referred to in this Grant Agreement reads as follows:

(Sub)Exhibit I.
(To Grant Agreement)

Part I.

Notice Of Grant Award

Grant No. 96-20201.

This grant agreement, hereinafter called "Agreement" is entered into by and between the Illinois Department of Commerce and Community Affairs, hereinafter called the "Department", and the City of Chicago, hereinafter called "Grantee".

Whereas, Public Act 89-22, Article 56, Section 87 appropriated a grant in the amount of Two Hundred Fifty Thousand Dollars ($250,000) or so much

thereof as may be necessary, for the purpose of undertaking various projects in accordance with said appropriation language; and

Whereas, This grant is for the purpose of undertaking a project in accordance with 20 ILCS 605/46.19c [1994 State Bar Edition];

Now, Therefore, The Department and Grantee agree as follows:

The grant award includes the following sections, all of which are incorporated into and made a part of the grant award:

Part I. Notice of Grant Award.

Part II. Method of Payment; Fiscal Recording/Reporting Requirements.

Part III. Terms and Conditions Governing the Grant.

Part IV. Assurances.

Part V. Budget.

Part VI. Scope of Work.

The Department agrees to provide financing for costs associated with a new cultural facility to be undertaken by the City of Chicago. The use of funding is further described in Part VI, Scope of Work. The Grantee is hereby authorized to incur costs, against this grant from the beginning date of August 1, 1995, through the ending date of July 31, 1997. The Grantee's authorized signature below shall constitute acknowledgment of the Grantee's acceptance of this grant agreement.

The Grantee agrees to use funds provided under the Agreement for the needs and purposes set forth herein.

Under penalties of perjury, the undersigned certifies that Number _____ is its correct federal Taxpayer Identification Number (T.I.N.). The organization does business as a:

_____	Individual	_____	Real Estate Agent
_____	Sole Proprietorship	__x__	Governmental Entity
_____	Partnership	_____	Tax Exempt Organization (I.R.C. 501(a) only)
_____	Corporation	_____	Trust or Estate

_____ Not-for-profit Corporation

_____ Medical and Health Care Service Provider Corporation

Drug Free Workplace Act.

The undersigned Grantee certifies that:

(A) __x__ It is a Corporation, Partnership, or other entity (other than an individual) with twenty-five (25) or more employees at the time of issuance of this grant.

(B) _____ It is a Corporation, Partnership, or other entity (other than an individual) with twenty-four (24) or less employees at the time of issuance of this grant.

If Option "A" is checked, and the amount of this grant is Five Thousand Dollars ($5,000) or more, the Grantee is notified that the "Drug Free Workplace Act" (30 ILCS 580/1, et seq. [1994 State Bar Edition]) applicable to the grant, and the Grantee must comply with the terms of said Act. Execution of this grant by the Grantee constitutes certification of those representations and agreements contained in Part III, paragraph 26 of this grant.

If Option "B" is checked, or the amount of this grant is less than Five Thousand Dollars ($5,000), then the Act is not applicable to this grant and Part III, paragraph 26 is hereby deleted and of no force or effect.

The Undersigned Affirms, Under Penalties Of Perjury, That He Or She Is Authorized To Execute This Certification On Behalf Of The Designated Organization.

Grantee

City of Chicago

By: _____
Authorized Official

State of Illinois
Department of Commerce
and Community Affairs

By: _____
Director

Title: _____ Date: _____

Part II.

Method Of Payment, Fiscal Recording/ Reporting Requirements.

1. Payments to the Grantee. Payments pursuant to this grant are subject to the availability of funds and their appropriation or authorized expenditure under state law.

   For carrying out the program as described in Part VI, Scope of Work, the total compensation and reimbursement payable by the Department to the Grantee shall not exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000). The Grantee by executing this document agrees that the items described in Part VI shall be considered special conditions of the grant award and that it shall be obligated to complete the work in the manner described in Part VI.

2. Method of Payment. The method of payment shall be in accordance with the applicable state laws relative to such compensation by which the Department is governed. Payments to the Grantee are subject to the initiation of an invoice-voucher. Vouchered payments are intended to cover the State's agreed portion of the total project costs as the project proceeds, and Grantee shall present documented evidence of payment of expenditures for allowable project costs or documented evidence of legal obligations for allowable project costs.

   The Grantee cannot be reimbursed for costs in excess of the grant amount incurred against project activities, without prior approval of the Department in accordance with Part III, 1.b. of this grant award.

   If the Grantee expends grant funds contrary to the provisions of this Agreement, such action would require the repayment of those funds if the expenditure violated the Grantee's assurances or the statutory provisions.

   Any overpayment of grant funds (unliquidated balance) shall promptly be refunded to the Department accompanied by either the final expenditure report or the audit report. In addition, the Grantee agrees to repay the Department for any funds that are determined by the Department to have been spent improperly.

3. Fiscal Recording/Reporting Requirements. The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the project

funded under this grant program, in accordance with the reporting requirements contained below. The Grantee is accountable for all funds received under this grant. The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully.

4. Audit Requirement. The Grantee shall be responsible for having an annual financial and compliance audit performed as required by the Department of Commerce and Community Affairs. The audit of all appropriate project records will be performed by an independent public accountant, certified and licensed by authority of the State of Illinois. The audit must be conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (A.I.C.P.A.) (1983). The Grantee will provide three (3) copies of the audit relative to funds expended under this program within thirty (30) days following its publication.

   The Grantee may secure an independent audit of its grant in the same manner as it secures its regular audits. This audit should be conducted as part of the Grantee's annual audit as is generally required by state law. In instances where the grant agreement's period of term does not coincide with the community's fiscal year, two fiscal audit reports would have to be forwarded to D.C.C.A.. If the Grantee is exempt from the state law requiring an annual audit, the Grantee must procure a special audit covering all funds expended under this program. The Department will provide direction to Grantees under program. The Department will provide direction to Grantees regarding the audit scope and procurement standards and procedures for all audits involving the Department's programs and will provide direction relative to proper allocation of costs when multi-program or organization-wide audits are conducted.

The following are other responsibilities of the Grantee:

a) contracting with the audit firm selected;

b) cooperating with the audit firm doing the audit;

c) actively working with both the audit firm and the Department to resolve any and all audit findings; and

d) cooperating with the Department's staff relative to the preparation for, and conduct and resolution of the audit.

The Grantee shall contact, in writing, the Department's Office of Audits when the project is completed and advise the Department that the project is ready for audit, providing the name of the audit firm selected.

Notification should be addressed to:

Office of Audits
Department of Commerce and Community Affairs
620 East Adams Street -- 2nd Floor
Springfield, Illinois 62701

Part III.

Terms And Conditions Governing The Grant.

1. Modification and Amendment of Grant Document. This Grant is subject to revision as follows:

   a. Modifications By Operation Of Law.

   This grant document is subject to such modifications as may be required by changes in state law or regulations. Any such required modification shall be incorporated into and be part of this grant document as fully as if set forth herein.

   The Department shall notify the Grantee of any pending implementation of or proposed amendment to such regulations.

   b. Modifications In Budget.

   In the Grantee has reason to believe that it will vary from the amounts budgeted by program activity, it shall request approval of the Department in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amount which increases the total budget without prior approval of the Department. Failure of the Grantee to request approval of the Department of anticipated budget variations shall be deemed sufficient reason for the Department to disallow

costs incurred at more than the amount budgeted for the program activity set forth in Part VI, even if the total costs incurred are within the limits of the total grant budget. If the Department grants the budget revision, the Department shall give the Grantee a revised cost summary incorporating the change.

The Grantee may make a line item transfer of up to a maximum of five percent (5%) of the total approved budget without prior written approval of the Department, subject to the following conditions:

(1) in no instance will the Grantee be compensated for more than the total grant amount; and

(2) modifications that add or delete activities (regardless of the dollar amount), or result in an expenditure variation of more than twenty-five percent (25%) of a budget line item must have prior written approval from the Department. If the Grantee exercises this option, it must forward a letter to the Department identifying the budget line items where expenditures will vary from the approved budget, and the reasons for the variation.

c. Other Modifications By Department Or Grantee.

If either the Department or the Grantee desires to modify the terms of this grant document other than as set forth in paragraphs 1.a. and 1.b. above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Department and the Grantee, except that if the Department gives the Grantee notice of a proposed modification without the prior approval of the Grantee, the failure to object by the Grantee within thirty (30) calendar days shall be deemed acceptance and the proposed modification shall be effective on the receipt of the modification by the Grantee.

2. Waivers. A waiver of any condition of the grant must be in writing from the Director of the Department or his designee.

3. Monitoring and Evaluation. The Department will monitor and evaluate the grant made to the Grantee under this program. The grant will be monitored for compliance with the rules, regulations and requirements which the Department may promulgate and will be monitored periodically throughout the program year.

4. Reports Required. The Grantee will submit the following reports as required by the Department:

Final Fiscal Closeout Package.

Any other reports that may be required by the Department.

5. Suspension. If the Grantee fails to comply with the special conditions and/or the general terms and conditions of the grant award, the Department may, after notice to the Grantee, suspend the grant and withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 6, hereof. The Department may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

6. Termination. This grant may be terminated for loss of funding, for cause, or for convenience.

a. Termination Due To Loss Of Funding.

This grant shall terminate in full or in part at the discretion of the Department. In the event that the Department suffers a loss of funding or termination of the State of Illinois funding which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Department suffers such a loss of funding in full or in part, the Department shall give the Grantee written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

b. Termination For Cause.

If the Department determines that the Grantee has failed to comply with the special conditions and/or the general terms and conditions of the grant, the Department may terminate the grant in whole, or in part, at any time before the date of completion. The Department shall promptly notify the Grantee in writing of the determination to terminate, the reasons for such termination, and the effective date of the termination. Payments made to

Grantee or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.

c. Termination For Convenience.

The Department or the Grantee may terminate the grant in whole or in part, when the Department and Grantee agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditures of funds. The Department and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for the Department's share of the noncancellable obligations, properly incurred by the Grantee prior to termination.

7. Failure to Comply with Conditions. If the Grantee fails to comply with the special conditions and/or the general terms and conditions of the grant award, the Department may, in addition to suspending or terminating the grant, notify the Grantee that it has defaulted on its obligations hereunder and the Grantee shall thereupon be obligated to return to the Department all amounts received by the Grantee pursuant to the grant.

8. Inspections. The Grantee will as often as deemed necessary by the Department or the Auditor General of the State of Illinois, of any of their duly authorized representatives, permit the Department, or the Auditor General of the State of Illinois, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this grant a provision that the Department, or the Auditor General of the State of Illinois, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three (3) years from the final payment under the contract.

9. State Not Liable. The Department, by entering into this grant agreement, does not pledge or promise to pledge the assets of the

State, nor does it promise to pay any compensation payable to the Grantee or its subrecipients from any monies of the treasury of the State except such monies as shall be granted and paid to the Grantee by the Department.

10. Publication, Reproduction and Use of Material. No material produced in whole or in part under this grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this grant.

11. Interest of Public Officials and Employees. No officer or employee of the Grantee and no member of its governing body and no public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (a) participate in any decision relating to any contract negotiated under this grant which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, or (b) have any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

12. Bonus or Commission. The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Department which may be necessary in connection with carrying out the program objectives.

13. Equal Employment Opportunity.

    a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex, or national origin.

b. The Grantee shall cause or require to be inserted in any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

14. Discrimination. The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act.

15. Integration Clause. It is agreed between the parties that this Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

16. Severability Clause. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision of application.

17. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workmen's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this grant.

18. Subgrantees. The Department acknowledges that the successful implementation of the grant program and the performance of certain duties by the grantee, including those appearing as Part IV, Assurances of this grant document, may require the Grantee to subcontract with one or more Subgrantees.

19. Interest on Grant Funds. In accordance with the Illinois Grant Funds Recovery Act (Public Act 83-640), all interest earned on funds held by the Grantee under this Agreement shall become part of the grant principal.

Any interest earned under the grant, shall be returned to the Department in accordance with the provisions of Part III, 19 (Grant Close-Out) of this Agreement.

20. Grant Close-Out. In accordance with the Illinois Grant Funds Recovery Act (Public Act 83-640) the Grantee shall, upon submission of the close-out package or within forty-five (45) days of the expiration of the grant, whichever occurs first, refund to the Department any balance of funds which were unobligated at the end of the grant period.

21. Release and Indemnity. Grantee agrees to assume all risk of loss and to the extent permitted by law, to indemnify and hold the Department, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, damages, suits, costs, fees, and expenses incident thereto, for injuries or death to persons and for loss of, damage to, or destruction of property because of Grantee's negligence, intentional acts or omissions. In the event of any demand or claim, the Department will notify Grantee in writing. The Department may elect to defend any such demand or claim against the Department and bill the Grantee for all damages assessed against the Department and all costs and fees incurred by the Department in its defense of the claim.

22. Bribery. The Grantee or any Subgrantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Grantee or any Subgrantee made an admission of guilt of such conduct which is a matter of record, nor has any official, agent, or employee of the Grantee or any Subgrantee committed bribery or attempted bribery on behalf of the Grantee or Subgrantee and pursuant to the direction or authorization of a responsible official of the Grantee or Subgrantee. The Grantee certifies it has not been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

23. Appropriation. Obligations of the Department will cease immediately without penalty of further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.

24. Bid Rigging or Rotating. The Grantee certifies that is has not been barred from bidding on or receiving State contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4 [1994 State Bar Edition]).

25. It will comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and the regulations thereunder (28 CFR 35.130) (A.D.A.) which prohibit discrimination against persons with

disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the undersigned grantee certifies that services, programs and activities provided under this grant are and will continue to be in compliance with A.D.A..

26. The Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such grant, the employee will:

-- abide by the terms of the statement; and

-- notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the work place;

(2) the Grantee's policy and maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the

performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) sub-section (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. Records Retention. The Grantee shall maintain, for a minimum of five (5) years after the completion of the grant, adequate books, and supporting documents to verify the amounts, recipients, and uses of all disbursement of funds passing in conjunction with the grant; the grant and all books, records, and supporting documents related to the grant shall be available for review and audit by the Auditor General, and the Grantee agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by the section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the grant for which adequate books, records, and supporting documentation are not available to support their purported disbursements.

28. Sexual Harassment. Effective July 1, 1993, the Grantee shall have written sexual harassment policies that shall include at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by

Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

29. International Anti-Boycott Certification. By signing this grant, Grantee certifies that neither the Grantee nor any substantially-owned affiliate company of the Grantee is participating or will participate in any international boycott, as defined by the provisions of the United States Export Administration Act of 1979 or as defined by the regulations of the United States Department of Commerce, promulgated pursuant to the Act.

Part IV.

Assurances.

The Grantee hereby assures with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to execute the proposed program.

2. It will prohibit any unlawful political activities.

3. It will provide that adequate fiscal control and fund accounting procedures will be established as may be necessary to assure the proper dispersal of and accounting for funds granted to the Grantee under this program.

4. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will comply with all applicable state and federal laws, rules and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age, or handicap.

6. It hereby certifies that the provisions of the Prevailing Wage Act (820 ILCS 13/1, et seq. [1994 State Bar Edition]) will apply to the project which is the subject of this application and that construction cost estimates have taken into account the effects of said Act.

7. It is unable to finance the public infrastructure improvement solely from local public or private revenue sources or funds.

8. It will comply with all laws of the State of Illinois governing local government purchasing and procurement of goods and services in connection with this project.

9. It hereby certifies that the provisions of the Illinois Preference Act (30 ILCS 570/1 -- 570/7 [1994 State Bar Edition]) will apply to this project.

10. It will comply with established state policy regarding farmland preservation pursuant to the Farmland Preservation Act (505 ILCS 75/1, et seq. [1994 State Bar Edition]).

11. It certifies this project does not involve the destruction, alteration, renovation, transfer or sale, or utilization, of an historic property, structure or structures, or the introduction of visual, audible or atmospheric elements to any historic property, structure or structures, and will, therefore, not result in any changes in the character or use of any historic property (20 ILCS 3420/4 [1994 State Bar Edition]).

Part V.

Budget.

	Activity	Cost
(1)	Legal, accounting and auditing services	$ 25,000
(2)	Architectural services	100,000
(3)	Fund-raising	80,000
(4)	Administrative	30,000
(5)	Technical support	15,000
TOTAL:		$250,000

Part VI.

Scope Of Work.

The City of Chicago will pass through Two Hundred Fifty Thousand Dollars ($250,000) to the Tobacco Road Foundation for development of the Lou Rawls Theater and Cultural Center. The Tobacco Road Foundation was incorporated in 1987 as a not-for-profit corporation. The center will be located at East 47th Street and South Dr. Martin Luther King, Jr. Drive.

AUTHORIZATION FOR EXECUTION OF COMMUNITY DEVELOPMENT FLOAT LOAN TO MORSE AUTOMOTIVE, INC. FOR PROPERTY AT 4130 SOUTH MORGAN STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a community development float loan to Morse Automotive, Inc. located at 4130 South Morgan Street, in the amount of $1,700,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

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

WHEREAS, The City Council of the City (the "City Council") enacted an ordinance on November 15, 1995, published in the Journal of Proceedings of the City Council of such date at pages 11868 through 11966, authorizing funding for the Community Development Block Grant ("C.D.B.G.") Float Loan Program (the "Program") for C.D.B.G. Year XXII (1996); and

WHEREAS, Morse Automotive Corporation, a Delaware corporation (the "Borrower"), made an application to D.P.D. to borrow funds under the Program for the purpose described in Exhibit A hereto, which will result in the creation of an estimated thirty-four (34) new, permanent full-time equivalent job opportunities, the majority of which will be available for low- and moderate-income persons residing in the City; and

WHEREAS, The C.D.B.G. Float Loan Committee has reviewed the Borrower's loan application and approved the making of a loan to the Borrower in an amount not to exceed One Million Seven Hundred Thousand Dollars ($1,700,000) (the "Loan"); now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto.

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

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

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

Exhibit "A".

Borrower:	Morse Automotive Corporation, a Delaware corporation.
Present Address:	5418 West Roosevelt Road Chicago, Illinois 60650.
Loan Program:	C.D.B.G. Float Loan.
Amount:	Not to exceed $1,700,000.
Term:	Not to exceed 24 months.
Interest Rate:	3.4% per annum.

Collateral:	Letter of Credit to be issued by American National Bank and Trust Company of Chicago, Arlington Heights, Illinois (or a financial institution meeting Program requirements, acceptable to the City). Letter of Credit shall be irrevocable and unconditional in the form of a direct pay letter of credit, subject to approval by the Corporation Counsel, and shall be provided in the amount of the principal of the Loan plus interest.
Purpose:	To provide financial assistance for the acquisition of an existing 168,500 square foot facility located at 4130 South Morgan Street, Chicago, Illinois, with such facility to be used for the manufacture, assembly, and packaging of automotive brake products.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH MR. MICHAEL A. TADIN AND MARINA CARTAGE, INC. FOR PROJECT AT 4450 SOUTH MORGAN STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a redevelopment agreement with Michael A. Tadin and Marina Cartage, Inc. for a project located at 4450 South Morgan Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on February 26, 1992 and published at pages 13145 -- 13177 and 13180 -- 13182 of the Journal of Proceedings of the City Council of such date, a certain redevelopment plan and project (the "Plan") for the Stockyards Southeast Quadrant Industrial Redevelopment Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1994) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 26, 1992 and published at pages 13177 -- 13178 and 13183 -- 13186 of the Journal of the Proceedings of the City Council of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on February 26, 1992 and published at pages 13185 -- 13191 of the Journal of the Proceedings of the City Council of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Lakeside Bank Trust Number 10-1731 (the "Land Trust"), the sole beneficiary of which is Michael A. Tadin, has acquired certain property located within the Area at 4450 South Morgan Street, Chicago, Illinois 60609 (the "Site") and Marina Cartage, Inc., an Illinois corporation (the "Company"), shall construct an approximately thirty-two thousand seven hundred (32,700) square foot building with an approximately three thousand two hundred (3,200) square foot basement thereon to be used as a truck maintenance, warehouse, dispatch and service facility (the "Project") in order to consolidate and expand the operations of the Company and affiliated companies, which currently employ approximately one hundred sixty (160) persons on the Site, with an additional fifteen (15) full-time and five (5) part-time jobs to be created within one (1) year of completion of the Project; and

WHEREAS, The Company, the Land Trust and Michael A. Tadin have proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to acquisition of the Site, construction of the facilities and retention and creation of the jobs, to be financed in part by a portion of the proceeds of the City's Tax Increment Allocation Revenue Bonds (Stockyards Southeast Quadrant Industrial Redevelopment Project) Series 1994B, secured by incremental taxes, if any, deposited in the Stockyards Southeast Quadrant Industrial Redevelopment Project Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 95-CDC-63 adopted by the Community Development Commission of the City of Chicago (the "Commission") on December 12, 1995, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company or affiliated companies, for the Project and to request alternative proposals for redevelopment of the Area or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Area or a portion thereof and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Area or a portion thereof within fourteen (14) days after such publication, pursuant to Resolution 95-CDC-63, the Commission has recommended that the Company or affiliated companies be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company or affiliated companies for the Project; now, therefore,

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

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

SECTION 2. The Company, the Land Trust and Michael A. Tadin (collectively, the "Developer") are hereby designated as the Developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

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

Exhibit "A".

Redevelopment Agreement

Between

The City Of Chicago

And

Marina Cartage, Inc.

This Marina Cartage, Inc. redevelopment agreement (this "Agreement")

is made as of this _____ day of _____, 1996, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Marina Cartage, Inc., an Illinois corporation (the "Company"), Lakeside Bank, as Trustee for Trust Number 10-1731, an Illinois land trust (the "Land Trust") and Michael A. Tadin (collectively, the "Developer").

Recitals.

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the authority to promote the health, safety, and welfare of the City and its inhabitants, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 26, 1992: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval of Tax Increment Redevelopment Plan for the Stockyards Southeast Quadrant Industrial Redevelopment Area" (amended on September 14, 1994 and January 10, 1996); (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of the Stockyards Southeast Quadrant Industrial Redevelopment Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Concerning the Adoption of Tax Increment Allocation Financing for the Stockyards Southeast Quadrant Industrial Redevelopment Area" (the "T.I.F. Adoption Ordinance"), (collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project: The Land Trust has purchased certain property located within the Redevelopment Area at 4450 South Morgan Street, Chicago, Illinois 60609 and legally described on (Sub)Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete the construction of an approximately thirty-two thousand seven hundred (32,700) square-foot building with an approximately three thousand two hundred (3,200) square-foot basement thereon, to be used as a truck maintenance, warehouse, dispatch and service facility (the "Facility"). The Facility shall include

eleven (11) truck drive-through stalls, a dispatch office, a drivers' room, a warehouse, a lunch room and bathroom facilities. The remainder of the Property shall include paving to provide parking for approximately sixty (60) cars and two hundred (200) trucks and appropriate landscaping. The Facility and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, a portion of the proceeds (the "T.I.F. Bond Proceeds") of its Tax Increment Allocation Revenue Bonds (Stockyards Southeast Quadrant Industrial Redevelopment Project) Series 1994B (the "T.I.F. Bonds") issued pursuant to an ordinance adopted by the City Council on September 14, 1994 (the "T.I.F. Bond Ordinance") pursuant to the terms and conditions of this Agreement.

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

Section 1.

Recitals.

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

Section 2.

Definitions.

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

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

"Certificate" shall mean the certificate of completion described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the scope drawings, plans and specifications or the project budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

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

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

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

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as (Sub)Exhibit E, to be entered into between the Developer and the general contractor providing for construction of the Project.

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

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

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

"Equity" shall mean funds of the Developer (other than funds derived from lender financing) irrevocably available for the Project, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

"Escrow" shall mean the construction escrow established pursuant to the escrow agreement.

"Escrow Agreement" shall mean the escrow agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the title company and the Developer, substantially in the form of (Sub)Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete reviewed financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"First Construction Disbursement" shall mean the first disbursement from the Escrow subsequent to the Closing Date related to construction or development costs.

"General Contractor" shall mean the general contractor or construction supervisor hired by the Developer pursuant to Section 6.01.

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

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act as amended from time to time, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into a special tax allocation fund established to pay redevelopment project costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from private lenders and irrevocably available to pay for costs of the Project.

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

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

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

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project.

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

"Private Financing" shall mean Equity and Lender Financing, in the amount set forth in Section 4.01 hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

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

"Responsible Bid" shall mean a bid submitted in writing, containing sufficiently detailed information for the bid to be fully assessed, and submitted by a company which has demonstrated that it possesses the requisite resources, expertise, experience and financial stability to fully perform the services that are a subject of the bid and which has a reputation in the relevant industry for reliability, quality workmanship and consistent satisfaction of bid submissions.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Stockyards Southeast Quadrant Industrial T.I.F. Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Survey" shall mean an A.L.T.A. plat of survey of the Property dated November 3, 1995, acceptable in form and content to the City and the title company, prepared by a surveyor registered in the State, certified to the City and the title company, and indicating whether the Property is in a flood hazard area as identified by the United States Department of Housing and Urban Development (and updates thereof to reflect improvements to the Property in connection with the construction of the Facilities and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period for which the Redevelopment Area is in effect (through and including January 1, 2015).

"T.I.F.-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement.

"Title Company" shall mean Chicago Title and Trust Company.

"Title Policy" shall mean a title insurance policy in the most recently revised A.L.T.A. or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to any previously recorded liens against the Property related to Lender Financing, issued by the Title Company.

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

Section 3.

The Project.

3.01 The Project.

With respect to the Facility, pursuant to the Plans and Specifications, the Developer: (i) has commenced construction in December, 1995; and (ii) shall complete construction and conduct business operations therein no later than November 30, 1996, subject to Section 18.17.

3.02 D.P.D. Approval Of Scope Drawings And Plans And Specifications.

(a) Preliminary Approval. The Scope Drawings and Plans and Specifications shall conform to the Redevelopment Plan, as amended from time to time, and all applicable federal, state and local laws, ordinances and regulations. No later than fifteen (15) business days prior to the Closing Date, the Developer shall deliver the Scope Drawings to D.P.D. for its review and written approval. The Developer shall simultaneously submit all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

(b) Revisions. In the event D.P.D. rejects all or any portion of the Scope Drawings and/or Plans and Specifications as initially presented pursuant to

Section 3.02(a), the Developer shall have fifteen (15) business days from the date the Developer is notified of such rejection to submit revised or corrected documents to D.P.D. for D.P.D.'s written approval. After the initial approval, subsequent qualifying proposed changes shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget dated as of the date hereof showing total costs for the Project in an amount not less than Four Million Five Hundred Forty-three Thousand Eight Hundred Eighty-eight and no/100 Dollars ($4,543,888.00). The Developer hereby certifies to the City that (a) the City Funds, together with Private Financing described in Section 4.01 hereof, shall be sufficient to complete the Project; and (b) to the best of Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval. Unless necessary for the timely, safe or efficient completion of the Project, the Developer shall not authorize or permit the performance of any work relating to such Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of T.I.F. Bond Proceeds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04 or Section 3.02(b), Change Orders costing less than Fifty Thousand and no/100 Dollars ($50,000.00) each, to an aggregate amount of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00), do not require D.P.D.'s prior written approval as set forth in this Section 3.04, but D.P.D. shall be notified in writing of all such Change Orders within five (5) business days of the implementation thereof and the Developer, in connection with such notice, shall identify to D.P.D. the source of funding therefor.

3.05 D.P.D. Approval.

Any approval granted by D.P.D. of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City Department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals.

3.07 Progress Reports And Survey Updates.

When submitting draw requests, the Developer shall provide D.P.D. with written progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date of thirty (30) days or more being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated survey to D.P.D. upon the request of D.P.D. or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Architect.

Carl R. Klimek & Associates (the "Architect") shall act as the inspecting architect, at the Developer's expense, for the Project. The Architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project pursuant to the Escrow Agreement.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install any necessary construction barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the

right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

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

3.11 Utility Connections.

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

3.12 Permit Fees.

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

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Four Million Five Hundred Forty-three Thousand Eight Hundred Eighty-eight Dollars ($4,543,888), to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Private Financing	$3,407,916
Estimated City Funds (subject to Section 4.03)	1,135,972
Estimated Total:	$4,543,888

4.02 Developer Funds.

Private Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may be used to pay directly or reimburse the Developer for costs of T.I.F.-Funded Improvements only. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reserve City Funds (the "City Funds") from T.I.F. Bond Proceeds to pay for or reimburse the Developer for the costs of the T.I.F.-Funded Improvements, provided, however, that the total amount of City Funds expended for T.I.F.-Funded Improvements shall not exceed the lesser of One Million One Hundred Thirty-five Thousand Nine Hundred Seventy-two Dollars ($1,135,972) or twenty-five percent (25%) of the actual total Project costs.

4.04 Construction Escrow.

[The City and the Developer hereby agree to enter into the Escrow Agreement with the Title Company or an affiliate of the Title Company. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.]

4.05 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget shall be considered previously contributed Private Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its reasonable discretion, to disallow any such expenditure as a Prior Expenditure. The A.I.A. form "Owner's Sworn Statement", being (Sub)Exhibit I hereto, sets forth the Prior Expenditures approved by D.P.D. as Prior Expenditures. Prior Expenditures made for

items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Private Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

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

(c) Allocation Among Line Items. Disbursements for expenditures related to T.I.F.-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of D.P.D., being prohibited; provided, however, that such transfers among line items, in an amount not to exceed Twenty-five Thousand Dollars ($25,000) or One Hundred Thousand Dollars ($100,000) in the aggregate, may be made without the prior written consent of D.P.D..

(d) Allocation of Costs With Respect To Sources of Funds; Pro Rata Disbursement of Private Financing and City Funds. Insofar as the type and timing of the expenditures permit, with respect to the disbursement of Private Financing and City Funds, the proportion of the aggregate amount of funds disbursed from Private Financing (whether for T.I.F.-Funded Improvements or non-T.I.F.-Funded Improvements) to the aggregate amount of funds disbursed from City Funds, shall not be less than 3.00 to 1.00, and shall be disbursed as follows:

(A) Costs of non-T.I.F.-Funded Improvements. Each amount paid pursuant to the Escrow Agreement or for Prior Expenditures for costs other than T.I.F.-Funded Improvements shall be charged to Private Financing.

(B) Costs of T.I.F.-Funded Improvements. Each amount paid pursuant to the Escrow Agreement or for Prior Expenditures for costs of T.I.F.-Funded Improvements shall be charged either to Private Financing (in order to meet the pro rata disbursement requirement set forth above) or City Funds, to be used to directly pay for, or to reimburse the Developer for its previous payment for (out of Private Financing) T.I.F.-Funded Improvements.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds.

Section 5.

Conditions Precedent.

The following conditions shall be complied with to City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 Scope Drawings And Plans And Specifications.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

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

5.04 Financing.

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

5.05 Evidence Of Clean Title.

Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with a copy of the Title Policy and current searches under the Developer's name and the

following trade names of the Developer: [Marina Leasing, Inc., MAT Leasing, Inc., M.T. Transit] as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.06 Surveys.

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

5.07 Insurance.

The Developer, at its own expense, shall have insured the Property in accordance with Section 12 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 12 hereof evidencing the required coverages shall have been delivered to D.P.D..

5.08 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or

unable to give some of the opinions set forth in (Sub)Exhibit J hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

5.09 Evidence Of Prior Expenditures.

Not less than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.43(a) hereof.

5.10 Financial Statements.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided Financial Statements to D.P.D. for its 1994 fiscal year, and audited or unaudited interim financial statements.

5.11 Documentation.

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

5.12 Environmental.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided D.P.D. with copies of that certain Phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a Phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate negotiations with respect to this Agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date, the Developer shall provide the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.13 Corporate Documents.

The Company shall provide a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such

form and substance as the Corporation Counsel may require; and such other corporate documentation as the City may request. The Land Trust shall provide a certified copy of its trust agreement, a letter of direction from the beneficiary and such other documentation as the City may request.

5.14 Litigation.

The Developer shall provide to Corporation Counsel and D.P.D., at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.15 Preconditions Of Disbursement.

Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation of such expenditures to D.P.D., which shall be satisfactory to D.P.D. in its reasonable discretion. Delivery by the Developer to D.P.D. of any request of disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual amount payable to the General Contractor and/or subcontractors who have performed work on the Project;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and to the best of the Developer's knowledge, such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of liens either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) The Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity; and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within ten (10) days after a written request by the City, deposit with the City or the escrow agent, cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the T.I.F. Bond Ordinance, any certifications or representations made by the City in connection with the issuance of the T.I.F. Bonds, the T.I.F. Ordinances, this Agreement and/or the Escrow Agreement.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

(a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to D.P.D. for its inspection and written approval. (i) For the T.I.F.-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest Responsible Bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest Responsible Bid for the T.I.F.-Funded Improvements, the Developer shall notify the City in writing, stating its reason for such selection. In the event that such selection is not satisfactory to the City in its

reasonable discretion, the difference between the lowest Responsible Bid and the bid selected may not be paid out of the City Funds. (ii) For Project work other than the T.I.F.-Funded Improvements, if the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest Responsible Bid, the Developer shall notify the City in writing, stating its reason for such selection. In the event that such selection is not satisfactory to the City in its reasonable discretion, the difference between the lowest Responsible Bid and the bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, the Developer shall notify the City in writing, stating its reason for selecting that General Contractor without soliciting bids. In the event that such selection is not satisfactory to the City in its reasonable discretion, then the City may limit the amount of the fee of the General Contractor proposed to be paid out of City Funds. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit bids from all subcontractors.

6.02 Construction Contract.

Prior to the execution thereof, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for D.P.D.'s prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance And Payment Bonds.

Prior to commencement of construction, the Developer shall require that the General Contractor be bonded for its performance and payment for work to be performed in the public way by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. The City shall be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Local Contractors And Vendors.

Subject to Section 6.01, the Developer shall use its best efforts to ensure that all contracts entered into in connection with the T.I.F.-Funded Improvements for work done, services provided or materials supplied shall be let (by the Developer, the General Contractor or any subcontractor) to persons or entities whose main office and place of business is located within the City of Chicago. The Construction Contract and each contract between the General Contractor and any subcontractor shall contain a provision to this effect.

6.06 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Project.

7.01 Certificate Of Completion.

Upon completion of the construction of the Project and related redevelopment activities constituting the Project in accordance with the terms of this Agreement and after the final disbursement from the Escrow, and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the

Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the construction of the Project and related redevelopment activities constituting the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section ____ as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those T.I.F.-Funded Improvements that are public improvements and to pay for the costs of T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of

counsel that such reimbursement will not jeopardize the tax-exempt status of the T.I.F. Bonds.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

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

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

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

(d) the Land Trust has acquired and, unless otherwise permitted pursuant to the terms of this Agreement, the Land Trust and Michael A. Tadin shall maintain good, indefeasible and merchantable title to the Property and all beneficial interest therein free and clear of all liens (except for the Permitted Liens and Lender Financing as disclosed in the Project Budget);

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

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

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

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

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

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) the Company and the Land Trust shall not enter into any transaction outside the ordinary course of their business and beyond the Company's corporate powers or the Land Trust's trust powers; and (4) enter into any transaction that would knowingly cause a material and detrimental change to the Developer's financial condition; and

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

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Section 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all (sub)exhibits attached hereto, the T.I.F. Ordinances, the T.I.F. Bond Ordinance, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer.

8.03 Redevelopment Plan.

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

8.04 Use Of City Funds.

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

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

Not less than one hundred sixty (160) jobs shall be retained by the Developer at the Project and not less than fifteen (15) full-time and five (5) part-time additional jobs shall be created by the Developer within one (1) year of completion of the Project, for a total of one hundred eighty (180) jobs to be retained or created by the Developer at the Facility or elsewhere within the City of Chicago through January 1, 2015. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago through January 15, 2015.

8.06 Employment Opportunity.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

8.07 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.08 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.08.

8.09 Arms-Length Transactions.

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

8.10 Conflict Of Interest.

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

8.11 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.12 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal years which ended December 31, 1994 and December 31, 1995. If requested by the City, the Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ended each December 31 thereafter for the Term of the Agreement.

8.13 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.14 Non-Governmental Charges.

Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project, unless such Non-Governmental Charge is the subject of a good faith dispute between the Developer and a contractor; provided, however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question. The Developer shall have the right, before any delinquency occurs, (i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify, or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.14); or (ii) at D.P.D.'s reasonable option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.15 Developer's Liabilities.

The Developer shall not knowingly enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall notify D.P.D. within five (5) business days of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.16 Compliance With Laws.

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

8.17 Recording And Filing.

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

8.18 Conditional Provisions.

The covenants set forth in (Sub)Exhibit L hereto, in their entirety or selectively, will become effective at the sole option of the City and upon the City's receipt of an opinion from a nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the T.I.F. Bonds. In the event that the City exercises its option to make any covenant(s) in (Sub)Exhibit L effective, it shall so notify the Developer in accordance with Section 17 hereof.

8.19 Survival Of Covenants.

All warranties, representations, covenants and agreements of the

Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 10.

Developer's Employment Obligations.

10.01 M.B.E./W.B.E. Compliance.

The Developer agrees for itself and, if necessary to meet the requirements set forth herein, shall contractually obligate its General Contractor and shall contractually obligate the General Contractor to obligate its subcontractors to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.01, during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the

Project Budget) shall be expended for contract participation by minority-owned business enterprises ("M.B.E.s") and by women-owned business enterprises ("W.B.E.s"):

(1) at least twenty-five percent (25%) by M.B.E.s.; and

(2) at least five percent (5%) by W.B.E.s..

(b) For purposes of this Section 10.01 only, the Developer and the General Contractor shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago. In addition, the term "minority-owned business" or "M.B.E." shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or "W.B.E." shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.) by the Developer utilizing an M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.01. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

(d) The Developer shall deliver quarterly reports to D.P.D. during the Project describing its efforts to achieve compliance with this M.B.E./ W.B.E. commitment. Such reports shall include, inter alia, the name and address of each M.B.E. and W.B.E. solicited by the Developer or the

General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. shall have access to the Developer's books and records, including, without limitation, payroll records, books of accounts and tax returns, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.01 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

Section 10.02 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate and cause its or their General Contractor, subcontractors or any Affiliate of the Developer operating on the Property (collectively, the Developer, the "Employers" and individually, an "Employer") to agree, that for the Term of this Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Chapter 2-160, Section 2-160-010, et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action

shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

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

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

(d) Each Employer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Failure to comply with the employment obligations described in this Section 10 shall be a basis for the City to pursue remedies under the provisions of Section 14 hereof.

10.03 City Resident Construction Worker Employment Requirement.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total construction worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-

92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the Employers shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Upon the request of D.P.D., certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. with copy to D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll and the date that the Employer hired the employee should be written in after the employee's name.

The Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative of any of them. The Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least five (5) years after final acceptance of the work constituting the construction of the Project as evidenced by the Certificate.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of each Employer to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

The willful falsification of statements and the certification of payroll data may subject the Developer and the other Employers or employee to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other

affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 10.03 to be included in all construction contracts and subcontracts related to the Project.

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

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

Section 11.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all (sub)exhibits attached hereto, the Scope Drawings, the Plans and Specifications and all amendments thereto, the T.I.F. Bond Ordinance and the Redevelopment Plan.

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

whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its subsidiaries under any Environmental Laws relating to the Property.

Section 12.

Insurance.

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, the General Contractor or any subcontractor:

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

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement, and employer's liability coverage, with limits of not less than One Hundred Thousand Dollars ($100,000) for each accident or illness.

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, cross liability, personal injury with no

exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

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

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement and employer's liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) for each accident or illness.

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

Commercial Liability Insurance or equivalent with limits of not less than Five Million Dollars ($5,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion of construction of the Project), explosion, collapse, underground, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(iii) Railroad Protective Liability Insurance.

When, in connection with this Agreement, any work is to be done adjacent to or on property owned by a railroad or public transit entity, the Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that the Developer, the General Contractor or any subcontractor shall perform, Railroad Protective Liability Insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars ($2,000,000) per occurrence, combined single limit, and Six Million Dollars ($6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(iv) Comprehensive Automobile Liability Insurance.

When any motor vehicles (owned, leased, borrowed or otherwise) are used by the Developer, the General Contractor or any subcontractor for work to be performed in connection with this Agreement (other than work performed by the Developer in its ordinary course of business), the Developer shall procure and maintain, or cause to be procured and maintained, Comprehensive Automobile Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

When the Developer, the General Contractor or any subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, the General Contractor or any such subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent Facility. Coverage extensions shall include boiler and machinery, flood, including surface water backup, and collapse. The City of Chicago shall be named as loss payee.

(vi) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants of any kind perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars ($1,000,000). Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used in connection with this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such items.

(viii) Contractors' Pollution Liability Insurance.

When any environmental remediation work is undertaken by the Developer, the General Contractor or any subcontractor in connection with this Agreement, Contractors' Pollution Liability Insurance shall be procured with limits of not less than One Million Dollars ($1,000,000) covering all construction and related work undertaken in connection with this Agreement. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis. The Developer, the General Contractor and any subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

(c) Other Provisions.

(i) Delivery of certificates to City: At least five (5) business days prior to the Closing Date (unless otherwise specified) the

Developer shall furnish the following certificates to D.P.D. at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602:

Original certificates of insurance evidencing the required coverage, showing the City as a Certificate holder and, if applicable, loss payee or additional insured, to be in force on the date of execution of this Agreement, and renewal certificates of insurance or other evidence of renewal, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Each certificate of insurance shall provide that the City is to be given sixty (60) days prior written notice in the event coverage is substantially changed, cancelled or not renewed; and

Original City of Chicago Insurance Certificate of Coverage Form (blank form to be obtained from D.P.D.).

The receipt of the required certificates by D.P.D. does not constitute an agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. The failure of the City to receive such certificates or to receive certificates that fully conform to the requirements of this Agreement shall not be deemed to be a waiver by the City of any of the insurance requirements set forth therein.

(ii) Receipt by the Developer of policies or certificates: The Developer shall advise all insurers of the insurance requirements set forth in this Agreement, and the receipt by the Developer of policies or certificates that do not conform to these requirements shall not relieve the Developer of its obligation to provide the insurance as set forth in this Agreement or required by law. Failure to comply with the insurance provisions of this Agreement constitutes an Event of Default hereunder, and the City is entitled to exercise all remedies with respect thereto, subject to Section 15.03. The Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit the Developer's liability and responsibilities specified within this Agreement or as required by law.

(iii) The Developer shall require the General Contractor and all subcontractors to carry the insurance required herein, or alternatively, the Developer may provide the coverage on behalf of the General Contractor or any subcontractor, and if so, the evidence of insurance submitted shall so stipulate.

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

(v) The limitations set forth in the indemnification provisions in Section 13 hereof, or any limitations on indemnities that may apply as a matter of law, shall in no way limit, reduce or otherwise affect the amounts or types of insurance required under this Agreement.

(vi) The Developer and not the City is responsible for meeting all of the insurance requirements under this Agreement and for the Project. Any insurance or self insurance programs maintained by the City shall apply in excess of and not contribute with insurance required to be provided by the Developer, General Contractor or any subcontractor under this Agreement.

Any and all deductibles or self-insured retentions on the required insurance coverages shall be borne by the Developer, General Contractor or subcontractor who is the insured under such policy, and shall not be borne by the City.

If the Developer, the General Contractor or any subcontractor desires additional coverage, higher limits of liability or other modifications for its own protection, such person or entity shall be responsible for the acquisition and cost of such additional protection.

(vii) The City of Chicago Risk Management Department maintains the right to modify or delete the insurance requirements set forth in this Agreement so long as such action does not, without the Developer's prior written consent, increase such requirements beyond that which is reasonably customary at such time.

Section 13.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation,

reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer; or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

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

14.02 Inspection Rights.

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

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

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

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

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

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

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

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action

shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within thirty (30) days after the commencement thereof;

(g) prior to the issuance of a Certificate, the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for thirty (30) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an Event of Default under the Lender Financing, which default is not cured within any applicable cure period;

(i) prior to issuance of a Certificate, the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer; or

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

For purposes of Sections 15.01 (i) and 15.01 (j) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer's issued and outstanding shares of stock.

15.02 Remedies.

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

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant, condition, promise or obligation which

the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 16.

Mortgaging Of The Project.

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

(a) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no such Mortgage shall be executed on the Facility without the prior written consent of the Commissioner of D.P.D., which shall not be unreasonably withheld.

(b) In the event that the Mortgagee or any other party shall succeed to the Developer's interest in the Property pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.16 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of the Developer hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such Mortgagee or other party succeeding

to the Developer's interest in the Property does not expressly accept an assignment of the Developer's interest hereunder, such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

Section 17.

Notice.

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

If To The City:	City of Chicago Department of Planning and Development Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	City of Chicago Department of Law Finance and Economic Development Division Room 511 121 North LaSalle Street Chicago, Illinois 60602
If To Developer:	Michael A. Tadin 4450 South Morgan Street Chicago, Illinois 60609
With Copies To:	David A. Bonoma Shefsky Froelich & Devine Ltd. 444 North Michigan Avenue Chicago, Illinois 60611

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant

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

Section 18.

Miscellaneous.

18.01 Amendment.

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

18.02 Entire Agreement.

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

18.03 Limitation Of Liability.

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

18.04 Further Assurances.

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

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this

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

18.06 Remedies Cumulative.

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

18.07 Disclaimer.

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

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the

provisions of the T.I.F. Ordinances and/or the T.I.F. Bond Ordinance, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City or D.P.D., or any matter is to be to the City's or D.P.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or D.P.D. in writing and in its reasonable discretion.

18.15 Assignment.

Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Notwithstanding the issuance of such Certificate, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Conditional Provisions) and 8.20 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns.

18.17 Force Majeure.

For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder.

[The Remainder Of This Page Is Intentionally Left Blank.]

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Attest: Marina Cartage, Inc.

By: _____ By: _____

Its: _____ Its: _____

Attest:

By: _____

Its: _____

Lakeside Bank, as Trustee for Trust No. 10-1731

By: _____

Its: _____

Michael A. Tadin

_____

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said county, in the state aforesaid, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of _____, an Illinois corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 1996.

_____
Notary Public

My commission expires_____.

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said county, in the state aforesaid, Do Hereby Certify that J. F. Boyle, Jr., personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 1996.

_____
Notary Public

My commission expires_____.

[Seal]

[(Sub)Exhibits "A", "D", "E", "F", "I" and "K" referred to in this Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "B", "C", "G", "H", "J" and "L" referred to in this Redevelopment Agreement read as follows:

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

Property.

All of Lots 8, 9 and 10 and that part of the east half of Lot 14 lying south of the north line of said Lot 10 extended west all in Donovan Industrial Park, being a subdivision of part of each of Lots 3, 4, 5, 6, 7, 8, 9 and 10 in Stock Yards Subdivision of the east half of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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

T.I.F.-Funded Improvements.

Line Item	Cost
Land Acquisition	
Site Preparation	
Architectural and Engineering	

Line Item	Cost
Other Professional and Consulting Fees	
Legal/Survey	
Public Improvements	
Eligible Financing/Interest Costs	
TOTAL:	$1,135,972

(Sub)Exhibit "G".
(To Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the title company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: [To be completed by Developer's counsel, subject to City approval].

(Sub)Exhibit "H".
(To Redevelopment Agreement)

Project Budget.

Line Item	Cost
Land Acquisition	$ 900,000
Excavation/Sitework	450,000
Construction	2,250,000
Parking Areas	200,000
Landscaping	50,000
Architectural and Engineering	73,750
Supervision	147,500
Other Professional and Consultant Fees	65,000
Legal/Survey	20,000
Contingency	88,875
Construction Interest	298,763
TOTAL:	$4,543,888

(Sub)Exhibit "J".
(To Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, 1993

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an Illinois corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or Bylaws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of [Lender].

3. The execution and delivery of each Document and the performance of the transaction contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person,

including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carrier permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City, its counsel and purchasers of the City's Tax Increment Allocation Revenue Bonds (Stockyards Southeast Quadrant Industrial Redevelopment Project) Series 1994B, to finance the Project), and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Redevelopment Agreement)

Conditional Provisions.

Real Estate Provisions.

(a) Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, state, county, city, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in paragraph (b) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option, (i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or

liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property which is necessary to support the debt service indicated ("Minimum Assessed Value") is shown on (Sub)Exhibit K to the Agreement and incorporated herein by reference for the years noted on (Sub)Exhibit K; (B) (Sub)Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit K.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit K.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or by any taxpayer. The term "Underassessment Complaint" as used

in this Agreement shall mean a complaint seeking to increase the assessed value of the Project.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this (Sub)Exhibit L are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided, however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions.

(c) Insurance. In addition to the insurance required pursuant to Section 12 of the Agreement, the Developer shall procure and maintain the following insurance:

(i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of this full replacement value of the Property.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

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

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred August 2, September 13, November 15, December 13, 1995 and January 10, 1996, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and waivers 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 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 ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Boys And Girls Club Of Chicago/Little Village Club.

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 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 Boys and Girls Clubs of Chicago/Little Village Club, 2801 South Ridgeway Avenue, for rehabilitation of a two story, 17-unit building on the premises known as 2801 South Ridgeway Avenue.

Said building shall be used exclusively for non-profit 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.

Latino Youth, Inc.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Latino Youth, Inc., for rehabilitation on the premises known as 1827 West Cullerton Street.

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

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

Loyola University.

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 Loyola University for construction of a multi-purpose facility on the premises known as 6551 North Sheridan Road.

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

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

Rush Presbyterian-Saint Luke's Medical Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue all are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Rush Presbyterian-Saint Luke's Medical Center, 601 South Loomis Street, for construction of the president's residence on the premises known as 601 -- 605 South Loomis Street.

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

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

Westside Habitat.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Westside Habitat for renovation of existing property on the premises known as 3816 West Fillmore Street.

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

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

LICENSE FEE EXEMPTIONS.

Day Care.

Bridgeport Day Care.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class 1), in the amount of $75.00, for the period beginning August 16, 1995 and ending August 15, 1996:

Bridgeport Day Care
3053 South Normal Avenue.

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

Dispensary.

Easter Seals GM Annex.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Dispensary License fee (Code 1184) for the period beginning August 16, 1995 and ending August 15, 1996:

Easter Seals GM Annex
3423 West North Avenue.

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

Home.

Bethesda Home And Retirement Center.

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

SECTION 1. Pursuant to Section 4-96-060 of the Municipal Code of Chicago, the following nursing home and retirement center is hereby exempted from the payment of the annual license fee for the period of November 16, 1995 through November 15, 1996:

Bethesda Home and Retirement Center
2833 North Nordica Avenue.

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

WAIVER OF FEES.

Children's Memorial Hospital.

Ordered, That the Director of the Department of Revenue waive all city departmental fees, including street closures, in conjunction with the installation of chillers in Children's Memorial Hospital at 2300 Children's Plaza, sometime in November 1995.

EXEMPTION OF MOUNT SINAI HOSPITAL MEDICAL CENTER FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES FOR YEAR 1996.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman E. Smith (28th Ward) exempting Mount Sinai Hospital Medical Center from payment of all city permit and license fees for the year 1996, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Mount Sinai Hospital Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) located at South California Avenue and West 15th Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That Mount Sinai Hospital Medical Center, a not-for-profit Illinois corporation, located at South California Avenue and West 15th Street, engaged in medical, rehabilitation and related activities, shall be exempt from the payment of City license fees, and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. The Mount Sinai Hospital Medical Center shall be entitled to a refund of City fees from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1996.

EXEMPTION OF THE REHABILITATION INSTITUTE OF CHICAGO FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES FOR YEAR 1996.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Natarus (42nd Ward) exempting The Rehabilitation Institute of Chicago, 345 East Superior Street, from payment of all city permit and license fees for the year 1996, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to The Rehabilitation Institute of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of the building located at 345 East Superior Street.

Said building and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Rehabilitation Institute of Chicago, a not-for-profit Illinois Corporation, located at 345 East Superior Street, engaged in cultural, educational and related activities, shall be exempt from the payment of City license fees, and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. The Rehabilitation Institute of Chicago shall be entitled to a refund of City fees which its has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1996.

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

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 Number And Type Of Inspection	Amount
Edgewater Hospital 5700 North Ashland Avenue	B4-500129 (Inst.)	$ 47.00
	B4-500132 (Inst.)	79.00
	B4-500134 (Inst.)	95.00
Illinois Center for Rehabilitation and Education 1950 West Roosevelt Road	B4-400153 (Inst.)	207.00
Northwestern Memorial Dental School 240 East Huron Street	C2-502525 (Refrig.)	1,185.00
Northwestern University (various locations)	A1-502295 (Elev.)	375.00
	B1-406275 (Bldg.)	640.00
	B1-513965 (Bldg.)	360.00
	B2-401800 (Canopy/Rev. Door)	27.00
	B2-501735 (Canopy/Rev. Door)	27.00
	B2-501736 (Canopy/Rev. Door)	110.00
	C2-501988 (Refrig.)	820.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	Invoice Number 95840006781 (Sign)	$40.00
	P1-503351 (Fuel Burn. Equip.)	45.00
	P1-504398 (Fuel Burn. Equip.)	45.00
Norwegian Park Home 6016 North Nina Avenue	B4-500119 (Inst.)	47.00
Pacific Garden Mission (various locations)	A1-504270 (Elev.)	60.00
	B1-516954 (Bldg.)	40.00
	B1-516956 (Bldg.)	40.00
	B1-516957 (Bldg.)	40.00
	B1-516961 (Bldg.)	40.00
	B2-502871 (Canopy/Rev. Door)	50.00
Russian Orthodox Church 917 North Wood Street	B1-519256 (Bldg.)	40.00
Saint Mary of Providence/ Marian Hall 4200 North Austin Avenue	B4-500113 (Inst.)	31.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Terra Museum of American Art (various locations)	C2-502563 (Refrig.)	$255.00
	P1-504060 (Fuel Burn. Equip.)	265.00
	P1-504518 (Fuel Burn. Equip.)	155.00

AUTHORIZATION FOR INSTALLATION OF STREETLIGHTS AND ALLEYLIGHTS AT VARIOUS LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three orders introduced by the aldermen noted, authorizing the installation of streetlights and alleylights at the following locations:

Alderman Steele (6th Ward)	8037 South Calumet Avenue;
Alderman Frias (12th Ward)	South McDowell Avenue, 55 feet south of intersection with West 46th Street; and
Alderman Stone (50th Ward)	2711 West Devon 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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):

8037 South Calumet Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 8037 South Calumet Avenue.

Portion Of South McDowell Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a streetlight on South McDowell Avenue (west side) approximately 55 feet south of the intersection at West 46th Street.

2711 West Devon 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 at 2711 West Devon Avenue.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY NORTHWESTERN UNIVERSITY/POLICE DIVISION.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Natarus (42nd Ward) authorizing the reduction in license fees for the employment of special police at Northwestern University/Police Division, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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. Pursuant to Chapter 4-280-050 of the Municipal Code of Chicago, the following charitable institution employs sixteen (16) special police and shall pay an annual fee of Ten Dollars ($10.00) per license for the year 1996:

Northwestern University/Police Division
211 East Superior Street.

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

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under

advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 15285 through 15293 of this Journal.]

(Continued on page 15294)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	CRAIG II	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/25/94	58.00
ADAMS	RAYMOND T	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	5/05/95	72.00
ADOLFIE	WALTER S	POLICE OFFICER	ELEVENTH DISTRICT	11/19/95	664.20
ALBARRAN	ALBERTO	POLICE OFFICER	FOURTEENTH DISTRICT	11/03/95	861.00
ALEXANDER	SANDRA	POLICE OFFICER	THIRD DISTRICT	8/19/95	168.00
ALLEN	DAVID	POLICE OFFICER	UNKNOWN	3/25/95	195.25
ALONZO	CAROLYN T	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/95	153.00
AMATORE	JAMES V	POLICE OFFICER	TWENTIETH DISTRICT	10/27/95	126.00
AMELIO	ANTHONY P	POLICE OFFICER	TWENTIETH DISTRICT	11/28/95	242.05
ANDERSON	KEVIN	POLICE OFFICER	EIGHTEENTH DISTRICT	10/11/95	105.00
ANDERSON	RICHARD J	POLICE OFFICER	EIGHTH DISTRICT	10/04/95	26.00
ANTOS	JOHN F	POLICE OFFICER	SIXTEENTH DISTRICT	11/16/95	27.00
ARMSTRONG	LUCREIA M	POLICE OFFICER	THIRTEENTH DISTRICT	7/14/95	75.00
ARROYO	LOUIS	POLICE OFFICER	THIRTEENTH DISTRICT	4/28/95	495.00
ASHE	LAWRENCE	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/24/94	70.00
BACH	JAMES N	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/15/93	4984.77
BAEZ	RONALD N	POLICE OFFICER	FOURTH DISTRICT	11/11/95	233.00
BAKER	AVIS	POLICE OFFICER	NINTH DISTRICT	2/24/94	50.00
BARRETT	DAVID	POLICE OFFICER	NINTH DISTRICT	2/01/95	653.83
BARTIK	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/31/95	370.00
BARTOSIK	ALOYSIUS	POLICE OFFICER	EIGHTH DISTRICT	12/02/95	217.00
BASTIE	JOSEPH	POLICE OFFICER	FOURTH DISTRICT	11/11/95	428.50
BECKOM	JESSE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	2087.25
BENIGNO	JOSEPH C	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	7/17/95	766.95
BIEBEL	TERESA I	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/25/95	75.00
BIRCH	BEVERLY M	POLICE OFFICER	ELEVENTH DISTRICT	11/02/95	388.96
BLACKMAN	ROBERT	POLICE OFFICER	FIFTH DISTRICT	10/20/95	224.00
BLISSITT	SHIRLEY M	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	4/16/93	421.70
BLUE	DEREK	POLICE OFFICER	THIRD DISTRICT	10/26/95	221.00
BOCARDO	MICHAEL R	POLICE OFFICER	NINTH DISTRICT	11/15/95	390.00
BOGGAN	KIMBERLY L	POLICE OFFICER	ELEVENTH DISTRICT	10/04/95	338.50
BOLEN	JAMES B	POLICE OFFICER	SEVENTH DISTRICT	8/14/95	12.00
BOLGER	TIMOTHY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/26/95	388.00
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	12/07/94	105.00
BONNER	VANCE E	POLICE OFFICER	SECOND DISTRICT	4/21/95	175.00
BOSO	RICHARD D	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/03/95	32.00
BOYCE	THOMAS R	POLICE OFFICER	SIXTEENTH DISTRICT	10/25/95	850.00
BRADSHAW	MICHAEL F	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/17/95	479.50
BRANDENBURGER	CLYDE S	POLICE OFFICER	FOURTH DISTRICT	10/25/95	109.00
BRUECK	RICHARD A	POLICE OFFICER	SEVENTEENTH DISTRICT	5/19/95	95.00
BRUGGER	PAUL R	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	80.00
BRYA	JOHN M	POLICE OFFICER	MOUNTED UNIT	11/05/95	1719.00
BRYJA	DAVID J	POLICE OFFICER	TWELFTH DISTRICT	11/23/95	253.00
BUBALO	MILAN M	POLICE OFFICER	RECRUIT TRAINING	3/08/95	39.00
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/17/94	1084.50
CALLAHAN	GERALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/05/95	1042.00
CAMMLLARIE	PETER	POLICE OFFICER	YOUTH DIVISION AREA TWO	5/09/95	1440.00
CAMPBELL	WAYNE C	POLICE OFFICER	NINTH DISTRICT	5/15/95	480.00
CARRILLO	JAMES	POLICE OFFICER	FOURTH DISTRICT	11/21/95	320.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CARTAGENA	MARIA L	POLICE OFFICER	EIGHTH DISTRICT	8/29/95	334.00
CARTER	ERIC M	POLICE OFFICER	SEVENTH DISTRICT	11/02/95	393.00
CASEY	JEROME	POLICE OFFICER	EIGHTH DISTRICT	11/28/95	161.00
CASTILLO	JOSEPH R	POLICE OFFICER	THIRTEENTH DISTRICT	7/06/94	38.00
CEGIELSKI	JASON C	POLICE OFFICER	NINTH DISTRICT	9/22/95	850.00
CELLA	LOUIS	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	7/11/95	814.00
CHERNIK	ROBERT M	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/94	242.00
CICHON	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	1/09/95	1177.00
CLARKE	PATRICIA S	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/31/94	45.00
CLARKE	PATRICIA S	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/23/95	25.00
CLINKSCALES	PHYLLIS	POLICE OFFICER	FIFTH DISTRICT	9/05/95	462.00
COLEMAN	CHRISTOPHER P	POLICE OFFICER	ELEVENTH DISTRICT	8/26/95	167.00
COLEMAN	ELAYNE	POLICE OFFICER	THIRD DISTRICT	11/13/94	2090.00
COLLIER	KENT E	POLICE OFFICER	FOURTEENTH DISTRICT	9/27/95	275.85
COLLINS	RAYMOND J	POLICE OFFICER	SEVENTH DISTRICT	6/29/93	1572.00
COLLINS-WILLIAMS	ELEANOR D	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/10/95	54.00
COOK	CARLTON	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/04/95	120.00
COOPER	RONALD H	POLICE OFFICER	SEVENTEENTH DISTRICT	9/24/95	29.70
CORFIELD	KURT T	POLICE OFFICER	TWELFTH DISTRICT	2/23/95	750.00
COTTON	AARON JR	POLICE OFFICER	THIRD DISTRICT	7/16/95	143.99
COYLE	RICHARD J	POLICE OFFICER	SEVENTH DISTRICT	5/16/94	24.25
CRAIG	MATTHEW	POLICE OFFICER	TWENTIETH DISTRICT	11/15/95	237.60
CULLOTTA	MARIANNE	POLICE OFFICER	TWENTIETH DISTRICT	11/24/95	352.95
CULVER	SHEILA	POLICE OFFICER	TWENTIETH DISTRICT	11/28/95	341.90
DALLAS	GURVICE	POLICE OFFICER	TENTH DISTRICT	1/28/94	32.00
DALLAS	GURVICE	POLICE OFFICER	ELEVENTH DISTRICT	7/25/95	64.00
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	2/24/85	225.00
DAY	SAMIRAH	POLICE OFFICER	FOURTH DISTRICT	7/01/92	50.00
DEAVILA	RUBEN	POLICE OFFICER	MOUNTED UNIT	7/10/95	673.00
DECOLA	SALVATORE A	POLICE OFFICER	SIXTEENTH DISTRICT	6/15/95	2611.00
DELIA	VICTOR	POLICE OFFICER	EIGHTH DISTRICT	9/29/95	26.00
DEPILLARS	LILLIAN I	POLICE OFFICER	THIRD DISTRICT	6/28/85	220.00
DIAZ	DANIEL	POLICE OFFICER	THIRTEENTH DISTRICT	9/04/95	46.00
DICKERSON	EDDIE F	POLICE OFFICER	SIXTH DISTRICT	5/30/95	683.00
DIXIONE	JOYCE E	POLICE OFFICER	FIRST DISTRICT	12/01/94	1314.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	282.59
DOTY	JOHN M	POLICE OFFICER	SEVENTH DISTRICT	9/15/95	19.00
DU BOISE	JOHN JR	POLICE OFFICER	THIRD DISTRICT	11/27/95	283.99
DUFFY	THOMAS E	POLICE OFFICER	MARINE UNIT	10/03/95	130.00
DUVALL	DAVID E	POLICE OFFICER	THIRTEENTH DISTRICT	11/09/95	51.50
EDWARDS	ELMORE	POLICE OFFICER	FIFTH DISTRICT	7/04/94	120.00
EGAN	ELLEN M	POLICE OFFICER	DETAIL UNIT	11/04/95	114.00
EPINGER	IVETTA	POLICE OFFICER	RECRUIT TRAINING	4/19/95	101.00
ERVIN	SANDRA J	POLICE OFFICER	SECOND DISTRICT	11/26/95	278.50
EVANS	PAMALA	POLICE OFFICER	THIRD DISTRICT	8/05/95	221.00
EVANS	RONALD W	POLICE OFFICER	FIFTH DISTRICT	9/25/95	125.00
FARRELL	BRIAN M	POLICE OFFICER	NINTH DISTRICT	11/17/95	201.45
FIDUCCIA	JAMES	POLICE OFFICER	RECRUIT TRAINING	3/25/95	239.98
FINNELLY	THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/28/95	32.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FINNIGAN	HELYN I	POLICE OFFICER	TENTH DISTRICT	11/25/95	16.00
FLEMING	TINA L	POLICE OFFICER	ELEVENTH DISTRICT	11/02/95	68.62
FLYNN	EDWARD	POLICE OFFICER	NINETEENTH DISTRICT	3/23/95	139.00
FOLEY	DONALD R	POLICE OFFICER	INTERSECTION CONTROL UNIT	3/21/90	7109.98
FOLEY	NANCY E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/27/95	502.33
FORD	PATRICK J	POLICE OFFICER	NINTH DISTRICT	11/14/95	504.68
FRANZEN	TERRENCE	POLICE OFFICER	FOURTH DISTRICT	4/18/94	3956.60
FRAPOLLY	WILLIAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/12/95	784.07
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	8/03/94	30500.53
FULLA	MARK	POLICE OFFICER	MOUNTED UNIT	11/02/95	82.00
FULLER	STEPHEN B	POLICE OFFICER	EIGHTEENTH DISTRICT	8/22/95	85.00
GALUHN	KENNETH J	POLICE OFFICER	SEVENTEENTH DISTRICT	8/11/95	4375.00
GARCIA	CHARLES	POLICE OFFICER	ELEVENTH DISTRICT	10/04/95	58.50
GARDNER	CHARLES R	POLICE OFFICER	EIGHTEENTH DISTRICT	10/29/94	54.25
GARRITY	PATRICK J	POLICE OFFICER	UNKNOWN	11/29/95	578.68
GARTH	WALTER	POLICE OFFICER	SANITATION UNIT	7/18/92	181.00
GEORGAS	STEVE E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/20/93	266.00
GIESE	THOMAS C	POLICE OFFICER	RECRUIT TRAINING	10/10/86	220.00
GILL	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	10/30/94	50.00
GILMORE	HORACE	POLICE OFFICER	RECRUIT TRAINING	10/10/95	774.90
GLOVER	KEVIN D	POLICE OFFICER	EIGHTH DISTRICT	4/09/95	22.00
GOULD	TIMOTHY	POLICE OFFICER	FIFTH DISTRICT	11/13/95	135.00
GRAVANTE	PETER	POLICE OFFICER	FIRST DISTRICT	8/25/95	279.25
GRAVES	ROBERT J	POLICE OFFICER	NINETEENTH DISTRICT	3/18/95	1166.00
GRAY	GREGORY	POLICE OFFICER	THIRD DISTRICT	7/07/95	101.99
GRECO	SAMUEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/95	90.00
GRIFFIN	WAYNE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/19/89	540.00
GRIFFITHS	KEITH	POLICE OFFICER	SEVENTH DISTRICT	4/30/95	130.00
GUSHINIERE	DAVID L	POLICE OFFICER	THIRD DISTRICT	6/20/95	101.99
HALE	STEVEN R	POLICE OFFICER	FIFTH DISTRICT	6/20/95	40.00
HALPERN	CHARLES R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/25/95	469.57
HAMILTON	GERALD H	POLICE OFFICER	THIRD DISTRICT	6/21/95	431.10
HARB	ARTHUR	POLICE OFFICER	RECRUIT TRAINING	3/09/95	20.00
HARRIS	LESLIE E	POLICE OFFICER	THIRD DISTRICT	10/13/95	143.99
HAYES JR	LENZIE	POLICE OFFICER	THIRD DISTRICT	7/29/95	143.99
HAYNES	DORIS R	POLICE OFFICER	EIGHTEENTH DISTRICT	7/19/95	257.40
HAYNES	LUTHER	POLICE OFFICER	SEVENTH DISTRICT	6/03/95	120.00
HAYNES	LUTHER	POLICE OFFICER	SEVENTH DISTRICT	11/21/95	509.07
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	6/19/95	2656.50
HENDERSON	RONELL	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/05/92	64.00
HENDREN	DANNY R	POLICE OFFICER	MARINE UNIT	6/21/95	54.00
HERRING	PATRICIA	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	150.00
HETHCOAT	ROBERT E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/25/94	149.00
HEYN	RAYMOND D	POLICE OFFICER	THIRTEENTH DISTRICT	8/03/95	340.00
HIDALGO	RENE R	POLICE OFFICER	FOURTH DISTRICT	5/31/95	132.00
HIGGINS	FRANCIS R	POLICE OFFICER	SECOND DISTRICT	9/25/95	107.00
HOLDER	ERIC	POLICE OFFICER	ELEVENTH DISTRICT	6/12/95	1940.00
HONESTY	ULYSSES, JR.	POLICE OFFICER	THIRD DISTRICT	6/15/95	173.98
HUERTAS	VICTOR	POLICE OFFICER	FOURTEENTH DISTRICT	11/24/95	453.10

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HUFF	HAROLD	POLICE OFFICER	SEVENTH DISTRICT	6/19/95	13.80
HUGH	STEVEN L	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/95	185.00
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	285.58
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	9/10/94	32.67
JAMES	BRUCE W	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/14/95	200.00
JANKAUSKIS	PAUL J	POLICE OFFICER	SEVENTH DISTRICT	11/16/95	458.19
JASTRZEBSKI-QUALIZZA	MARGARET M	POLICE OFFICER	ELEVENTH DISTRICT	6/07/95	60.00
JENKINS	LORRY	POLICE OFFICER	THIRD DISTRICT	11/23/95	581.90
JOHNSON	LONNIE	POLICE OFFICER	SECOND DISTRICT	6/09/94	1286.09
JONES	EDWIN	POLICE OFFICER	SIXTH DISTRICT	8/01/95	273.00
JONES	ROY	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/21/95	328.00
KAPIOR	MICHAEL	POLICE OFFICER	ELEVENTH DISTRICT	11/16/95	191.10
KAPUGI	STEVEN	POLICE OFFICER	TENTH DISTRICT	9/27/95	266.85
KELLY	EARL	POLICE OFFICER	INTERSECTION CONTROL UNIT	8/04/95	41.00
KELLY	GEORGE W	POLICE OFFICER	ELEVENTH DISTRICT	10/18/95	45.00
KELLY	PETER	POLICE OFFICER	RECRUIT TRAINING	7/27/95	132.00
KETO	FRED M	POLICE OFFICER	UNKNOWN	7/29/71	2290.00
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	5/04/93	13649.30
KUBIAK	RONALD S	POLICE OFFICER	FIFTH DISTRICT	10/10/94	1771.00
KUHAR	JOEL J	POLICE OFFICER	SEVENTH DISTRICT	11/25/95	251.00
KUPCZYK	DAVID	POLICE OFFICER	NINTH DISTRICT	11/14/95	301.28
LEWIS	JOHNACE B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/94	80.00
LEWIS	LYLE R	POLICE OFFICER	UNKNOWN	1/22/93	660.00
LISKA	DENICE M	POLICE OFFICER	FIRST DISTRICT	8/20/93	1036.15
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/06/95	448.00
LOCKARD	DANIEL D	POLICE OFFICER	NINTH DISTRICT	11/14/95	364.28
LUCAS	DARCEL	POLICE OFFICER	SECOND DISTRICT	9/15/95	206.00
LUTHER	PATRICIA L	POLICE OFFICER	NINETEENTH DISTRICT	3/09/95	3771.88
MAGNUS	SHEILA	POLICE OFFICER	SIXTEENTH DISTRICT	9/30/95	115.00
MAIELLARO	MICHAEL A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/12/95	152.00
MANIATES	CHRIS	POLICE OFFICER	RECRUIT TRAINING	5/31/90	10290.00
MARIAN	ROBERT T	POLICE OFFICER	NINETEENTH DISTRICT	8/14/95	30.00
MARTIN	CLIFFORD	POLICE OFFICER	RECRUIT TRAINING	11/06/95	199.50
MARTYKA	THADDEUS	POLICE OFFICER	SEVENTH DISTRICT	11/19/95	251.00
MATURA	GREGORY F	POLICE OFFICER	TRAINING DIVISION	8/17/92	255.00
MAYNARD	GARY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/02/95	225.00
MAZURSKI	THOMAS L	POLICE OFFICER	EIGHTH DISTRICT	11/20/95	275.00
MCCANN	EDDIE	POLICE OFFICER	SIXTH DISTRICT	5/25/95	372.00
MCMEEL	MICHAEL L	POLICE OFFICER	TENTH DISTRICT	11/08/95	315.90
MINER	SUSAN	POLICE OFFICER	FIFTEENTH DISTRICT	10/20/95	3455.00
MOLINA	REJEANA	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/10/95	194.40
MONROE	SHAWN D	POLICE OFFICER	RECRUIT TRAINING	11/11/95	467.91
MOORE	RONALD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/01/95	286.90
MOORE-COLEMAN	VIVECA	POLICE OFFICER	FIRST DISTRICT	11/07/95	150.00
MUNGUIA	HUMBERTO	POLICE OFFICER	ELEVENTH DISTRICT	11/16/95	1184.00
MUSCOLINO	ROBERT G	POLICE OFFICER	NINTH DISTRICT	11/25/95	253.65
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	138.15
ODONNELL	MICHAEL J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/01/95	58.00
OMURO	DAVID	POLICE OFFICER	NARCOTICS SECTION	3/27/95	105.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ONEILL-GUINEY	MAUREEN T	POLICE OFFICER	SIXTEENTH DISTRICT	4/28/95	540.00
PAPECK	MICHAEL	POLICE OFFICER	UNKNOWN	6/16/94	79.00
PARISI	PETER	POLICE OFFICER	TWELFTH DISTRICT	11/06/95	210.00
PECK	RICHARD E	POLICE OFFICER	NARCOTICS SECTION	10/05/94	149.00
PIENTA	RONALD L	POLICE OFFICER	NINTH DISTRICT	7/10/95	30.82
PIERSON	HOWARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/30/95	976.00
PINZON	CESAR A	POLICE OFFICER	FOURTEENTH DISTRICT	8/17/95	125.00
PIROLLI	ALFRED E	POLICE OFFICER	FOURTH DISTRICT	9/02/95	46.50
PONTECORE	RONALD	POLICE OFFICER	TENTH DISTRICT	8/25/95	30.00
PONTI	MICHAEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/03/95	775.00
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	6/14/95	680.00
PRICE	DOROTHY J	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/95	873.50
RAMIREZ	CARLOS	POLICE OFFICER	THIRTEENTH DISTRICT	10/27/95	95.00
REDD	DEANDRE	POLICE OFFICER	FIFTH DISTRICT	10/31/95	25.00
RICE	MARY ANN	POLICE OFFICER	VICE CONTROL SECTION	8/30/93	668.99
RICE	MARY ANN	POLICE OFFICER	VICE CONTROL SECTION	5/08/95	139.99
RIORDAN	JOHN D	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	8/21/95	32.00
RODRIGUEZ	ABELARDO	POLICE OFFICER	SECOND DISTRICT	1/11/94	218.00
ROGERS	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	5/08/95	20.50
ROKAS JR	JOSEPH	POLICE OFFICER	NARCOTICS SECTION	11/17/93	73.50
ROLNIK	CHRISTINE	POLICE OFFICER	TENTH DISTRICT	10/24/95	30.00
ROMERO	ANGEL D	POLICE OFFICER	PARKING ENFORCEMENT UNIT	10/28/95	1059.00
RUBEL	JOHN J	POLICE OFFICER	THIRTEENTH DISTRICT	8/25/94	375.00
RUIZ	GILBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	6/05/95	339.00
RYBKA	BRIAN J	POLICE OFFICER	NINETEENTH DISTRICT	2/24/95	328.00
RYCRAW	CHERYL L	POLICE OFFICER	SIXTH DISTRICT	4/27/95	136.00
SAKALAS	MAUREEN A	POLICE OFFICER	RECRUIT TRAINING	8/18/95	63.00
SALINAS	GUADALUPE	POLICE OFFICER	TRAINING DIVISION	5/31/95	37.00
SAMUEL	MIKIE E	POLICE OFFICER	THIRD DISTRICT	11/01/94	6947.74
SAMUELS	KATHY F	POLICE OFFICER	RECRUIT TRAINING	12/01/92	865.00
SCHAFFER	JOHN E	POLICE OFFICER	MOUNTED UNIT	3/27/93	86.00
SCHALK-FLETCHER	JULIA M	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	4/18/95	55.00
SEHR	JOHN A	POLICE OFFICER	MARINE UNIT	9/05/95	460.00
SEPANIK	DOROTHY	POLICE OFFICER	TWELFTH DISTRICT	8/30/95	114.00
SEYFERT	EUGENE	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/91	120.00
SHORTER	BOYSIE	POLICE OFFICER	FIFTH DISTRICT	8/06/94	126.00
SIMPSON	GLENDA	POLICE OFFICER	FIFTH DISTRICT	2/12/95	69.00
SKORACZEWSKI	MICHAEL	POLICE OFFICER	NINTH DISTRICT	10/21/95	50.00
SMITH	CARL	POLICE OFFICER	TWELFTH DISTRICT	6/26/95	250.00
SMITH	DERRICK F	POLICE OFFICER	FOURTH DISTRICT	9/09/95	132.00
SPAARGAREN	DONNA R	POLICE OFFICER	ELEVENTH DISTRICT	11/13/95	177.82
STOVER	DANNY	POLICE OFFICER	FOURTH DISTRICT	8/27/95	132.00
TAKAKI	MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	11/15/95	395.40
TAYLOR	SEPHERE	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/06/93	580.00
TODE	PATRICK C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/08/91	150.00
TYLER	STEVE C	POLICE OFFICER	NARCOTICS SECTION	10/05/94	235.25
WAGNER	DENNIS	POLICE OFFICER	ENFORCEMENT SECTION	7/14/95	134.00
WAGNER	MAUREEN A	POLICE OFFICER	EIGHTH DISTRICT	7/15/95	11.00
WALKER	DANTE S	POLICE OFFICER	THIRD DISTRICT	5/19/95	326.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WARD	MICHAEL D	POLICE OFFICER	FOURTEENTH DISTRICT	7/23/95	144.00
WARE	AUSTIN	POLICE OFFICER	UNKNOWN	11/18/94	507.00
WARREN	LORRAINE R	POLICE OFFICER	RECRUIT TRAINING	8/07/95	388.50
WEATHERSBY-LEE	KAREN	POLICE OFFICER	FIFTH DISTRICT	10/23/95	151.00
WESTLEY	MARVIN R	POLICE OFFICER	SIXTH DISTRICT	8/18/92	85.00
WHITESIDE	PERRY	POLICE OFFICER	SEVENTH DISTRICT	5/28/95	135.00
WILLIAMS-BARRIS	LARETTA W	POLICE OFFICER	SIXTH DISTRICT	8/09/92	64.00
YANCEY-GARRETT	WENDY	POLICE OFFICER	FIFTEENTH DISTRICT	8/04/95	505.46
ZADROZNY	ROBERT P	POLICE OFFICER	RECRUIT TRAINING	1/08/95	1911.00
ZENO	CHARISSE J	POLICE OFFICER	THIRD DISTRICT	7/13/95	101.99
ZIOLKOWSKI	BERNICE J	POLICE OFFICER	ELEVENTH DISTRICT	5/05/95	605.39
ANDERSON	CATHY	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	12/08/87	1200.00
ANOMAN	LARRY	FIREFIGHTER	ENGINE COMPANY 46	10/17/95	116.00
ASENCIO	RITA	PARAMEDIC	UNKNOWN	8/26/95	90.00
BEARD	LISA	PARAMEDIC	AMBULANCE 23	7/11/95	1144.70
BEDFORD	WILLIE L	FIREFIGHTER	ENGINE COMPANY 115	9/26/95	37.00
BIGOTT	ADRIAN R	ENGINEER	DISTRICT RELIEF 6	7/23/94	225.90
BIONDO	BARRY	FIREFIGHTER	TRUCK 30	11/17/94	825.00
BIRMINGHAM	SCOTT	PARAMEDIC	AMBULANCE 14	11/11/95	147.00
BLOCK	WILLIAM	FIREFIGHTER	TRUCK 36	7/01/95	221.00
BRADY	CHARLES	LIEUTENANT	ENGINE COMPANY 79	5/16/94	150.00
BRANNIGAN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 77	9/14/95	1279.00
BRESLIN	ROBERT	FIREFIGHTER	TRUCK 18	10/06/95	147.00
BROENNEKE	PATRICK	FIREFIGHTER	SQUAD 1	10/14/95	185.00
BURFORD	BARRY	ENGINEER	ENGINE COMPANY 93	3/24/95	143.00
BURNS	FRANCIS	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	9/29/95	1001.50
BYRNE	JAMES	FIREFIGHTER	ENGINE COMPANY 101	8/11/95	1220.00
CALES	DAVID	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	1320.00
CASEY	PATRICK	FIREFIGHTER	ENGINE COMPANY 38	10/19/95	329.17
CASTRO	HUMBERTO	FIREFIGHTER	ENGINE COMPANY 57	9/16/95	97.10
CATLIN	ARTHUR V	FIREFIGHTER	ENGINE COMPANY 72	9/26/95	900.00
CAVALETTI	MARK	PARAMEDIC	AMBULANCE 45	7/13/95	147.00
CLAFFORD	EDWARD	FIREFIGHTER	TRUCK 35	12/31/94	2286.50
CLARK	GILBERT	PARAMEDIC	UNKNOWN	9/14/95	475.20
CLAY	STEVEN	FIREFIGHTER	TRUCK 39	10/19/95	158.00
COFFEY	GEORGE	FIREFIGHTER	TRUCK 1	8/05/95	130.00
COLLINS	TERRENCE	CAPTAIN	BATTALION 17	8/25/95	388.40
CORDT	ROBERT	PARAMEDIC	AMBULANCE 43	10/17/95	101.00
CROSBY	ROBERT	LIEUTENANT	TRUCK 61	5/06/95	614.30
CUMMINGS	MARTIN	LIEUTENANT	TRUCK 5	11/27/95	314.00
DERTZ	WAYNE	LIEUTENANT	ENGINE COMPANY 54	11/19/95	293.32
DORSEN	KENNETH P	FIREFIGHTER	TRUCK 47	11/22/95	354.36
DORY	RICHARD	LIEUTENANT	SQUAD 5	4/15/95	145.00
ENHELDER	PAUL	LIEUTENANT	ENGINE COMPANY 63	9/06/95	80.00
ERBAN	GREGORY	PARAMEDIC	AMBULANCE 43	8/11/95	612.00
FITZGERALD	RICHARD	CAPTAIN	ENGINE COMPANY 127	1/26/90	104.48
FITZPATRICK	ROBERT	FIREFIGHTER	TRUCK 3	6/15/95	1285.00
FLAVIN	GARRETT	PARAMEDIC	AMBULANCE 21	10/09/95	251.00
FOGELL	FRANK	LIEUTENANT	ENGINE COMPANY 14	10/23/95	67.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FRAIN	WILLIAM	FIREFIGHTER	UNKNOWN	5/31/95	2208.00
GACKI	ROBERT	FIREFIGHTER	UNKNOWN	1/03/95	923.40
GANT	JAMES	FIREFIGHTER	TRUCK 5	10/08/95	35.00
GAYDA	WAYNE	FIREFIGHTER	TRUCK 32	10/21/94	5240.00
GLEESON	JAMES	PARAMEDIC	UNKNOWN	3/12/95	249.00
GOEPPNER	DONALD	FIREFIGHTER	ENGINE COMPANY 61	9/02/95	1096.19
GRABOWSKI	STEPHEN	PARAMEDIC	AMBULANCE 4	8/07/94	60.00
GRIFFIN	ROBERT L	ENGINEER	ENGINE COMPANY 38	9/29/95	9325.00
HANKS	TIMOTHY	PARAMEDIC	AMBULANCE 15	9/21/89	50.00
HARDAMAN	TERRENCE	FIREFIGHTER	ENGINE COMPANY 61	12/14/94	578.24
HARRIS	DEBORAH	PARAMEDIC	AMBULANCE 14	9/05/95	206.00
HARTE	WILLIAM	CAPTAIN	EMS DISTRICT 4 HEADQUARTERS &	8/16/95	120.00
HAUSER	ROY	FIREFIGHTER	TRUCK 31	5/04/84	54.00
HEALY	PATRICK	ENGINEER	UNKNOWN	9/12/95	910.00
HOCK	CHARLES	FIREFIGHTER	SNORKEL SQUAD 3	10/31/94	2490.00
HODGE	JOHN	PARAMEDIC	AMBULANCE 36	2/08/95	223.00
HOEH	JOHN	PARAMEDIC	UNKNOWN	10/08/94	956.05
HOOD	ALAN	FIREFIGHTER	TRUCK 1	6/08/94	350.00
HORNER	STEVEN	PARAMEDIC	AMBULANCE 4	5/18/95	4473.01
HOWES	FREDERICK	ENGINEER	ENGINE COMPANY 116	1/06/80	70.38
HULL	KARL	FIREFIGHTER	TRUCK 44	10/11/95	400.00
HUMPHRIES	CURTIS	FIREFIGHTER	ENGINE COMPANY 129	4/21/94	77.00
IBATA	RICHARD A	CAPTAIN	EMS DISTRICT 3 HEADQUATERS & R	2/22/95	318.00
IBATA	RICHARD A	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	8/13/95	212.00
JANISCH	WILLIAM	FIREFIGHTER	SQUAD 3	10/20/95	31.50
JONES	KEVIN	FIREFIGHTER	TRUCK 11	9/05/95	40.23
KEIPER-KNAPP	EILEEN	PARAMEDIC	AMBULANCE 9	2/25/95	128.70
KELLY	OWEN E	CAPTAIN	AMBULANCE 21	10/09/95	583.00
KING	WILLIAM	PARAMEDIC	UNKNOWN	5/31/95	1922.00
KOFFSKI	RICHARD	LIEUTENANT	ENGINE COMPANY 95	10/19/95	2149.97
KOVATS	WILLIAM	PARAMEDIC	AMBULANCE 10	4/16/90	90.00
LA DOUCEUR	PAUL	ENGINEER	TRUCK 25	6/25/95	264.85
LOMAX	DONDIEGO	FIREFIGHTER	ENGINE COMPANY 98	8/13/91	50.00
MAHONEY	JOSEPH	CAPTAIN	ENGINE COMPANY 98	10/26/95	220.00
MANSOUR	ZUHER	FIREFIGHTER	ENGINE COMPANY 116	10/06/95	528.00
MARSHALL	AMOS	FIREFIGHTER	ENGINE COMPANY 125	10/06/95	70.00
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	AMBULANCE 43	7/03/95	250.00
MCKENZIE	JESSE	PARAMEDIC	UNKNOWN	10/21/95	518.00
MCKENZIE	JESSE	PARAMEDIC	UNKNOWN	4/27/95	305.80
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	1060.00
MEE	JOHN	LIEUTENANT	UNKNOWN	11/08/88	45.00
MILLER	LARRY	FIREFIGHTER	ENGINE COMPANY 43	5/06/95	256.50
MORIARTY	DANIEL	FIREFIGHTER	REPAIR SHOP	7/11/95	30.00
MROZEK	ROBERT	LIEUTENANT	ENGINE COMPANY 95	9/02/95	480.00
MUHAMMAD	GAE-DAH	PARAMEDIC	AMBULANCE 45	5/04/94	1288.38
MUNIZZI	THOMAS	FIREFIGHTER	TRUCK 20	7/14/95	195.40
MURRAY	THOMAS	PARAMEDIC	AMBULANCE 43	10/20/95	189.27
MUSCOLINO	MICHAEL	FIREFIGHTER	ENGINE COMPANY 7	7/04/95	74.30
NEE	ROBERT	FIREFIGHTER	TRUCK 28	11/01/95	312.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NELSON	DERRICK	FIREFIGHTER	ENGINE COMPANY 39	3/02/95	1375.50
NILLES	GREGORY	FIREFIGHTER	TRUCK 19	10/19/95	125.00
OCALLAGHAN	EMMETT	FIREFIGHTER	UNKNOWN	11/27/95	79.00
OCONNELL	EAMONN	LIEUTENANT	DISTRICT RELIEF 6	2/24/95	190.00
ODONNELL	JAMES	FIREFIGHTER	TRUCK 41	5/20/95	60.39
OMALLEY	KEVIN	PARAMEDIC	AMBULANCE 31	4/08/95	204.88
OROZCO	OSMAR	PARAMEDIC	AMBULANCE 34	6/05/95	101.90
PAYNE	ARLETT	PARAMEDIC	AMBULANCE 45	8/02/95	142.00
PEMBERTON	KURT	FIREFIGHTER	ENGINE COMPANY 89	6/22/95	115.39
PETRAT	HORST	FIREFIGHTER	TRUCK 39	11/06/95	63.00
PHALIN	PAUL	PARAMEDIC	AMBULANCE 42	4/04/94	28.36
PIIRONEN	DAVID	PARAMEDIC	UNKNOWN	1/27/91	135.54
PLUTA	JOHN	PARAMEDIC	AMBULANCE 35	9/04/89	104.75
POLIVKA	RICHARD	FIREFIGHTER	ENGINE COMPANY 15	9/13/95	500.00
PONCE	EDWARD	FIREFIGHTER	TRUCK 53	10/06/95	325.00
PONTECORE	RONALD	LIEUTENANT	TRUCK 48	4/28/95	668.00
PROHASKA	DENNIS	LIEUTENANT	ENGINE COMPANY 107	10/10/95	114.00
PUCCI	ANTHONY	FIREFIGHTER	UNKNOWN	10/03/95	278.00
RANKER	WILLIAM	PARAMEDIC	UNKNOWN	11/12/95	40.00
REARDON	DANIEL	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	503.30
RICH	JAMES	FIREFIGHTER	UNKNOWN	7/22/95	395.50
RIVERA	HECTOR	FIREFIGHTER	ENGINE COMPANY 30	10/17/95	75.00
ROACH	RONALD	FIREFIGHTER	TRUCK 27	10/10/95	228.00
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	6/08/94	1927.58
ROKOSIK	EDWARD	FIREFIGHTER	ENGINE COMPANY 113	10/01/95	2960.00
ROSA	ANNA M	PARAMEDIC	AMBULANCE 45	2/23/95	170.00
ROSA	JOHN	PARAMEDIC	AMBULANCE 47	7/07/95	60.00
ROSS	PHILLIP L	FIREFIGHTER	ENGINE COMPANY 71	11/06/95	297.45
SANGARI	SABRINA	PARAMEDIC	AMBULANCE 10	10/16/95	180.00
SCHLUETER	ALLEN	CAPTAIN	ENGINE COMPANY 43	9/13/94	55.00
SCHWEIG	THOMAS	FIREFIGHTER	SQUAD 2	7/21/95	507.00
SCOTT	DONNIE	FIREFIGHTER	UNKNOWN	11/06/95	507.00
SEAY	LEO	FIREFIGHTER	TRUCK 7	3/24/95	393.50
SEBASTIAN	HARRY	FIREFIGHTER	TRUCK 35	5/23/94	146.00
SEEBAUER	THOMAS	PARAMEDIC	UNKNOWN	9/09/95	46.00
SEMERAU-MURBACH	SHERI	PARAMEDIC	AMBULANCE 35	10/06/95	4310.50
SHANNON	CATHERINE	PARAMEDIC	AMBULANCE 23	8/10/95	81.50
SHEAHAN	DANIEL	FIREFIGHTER	TRUCK 15	10/16/95	199.67
SIMS	DAVID	FIREFIGHTER	ENGINE COMPANY 120	12/07/91	292.00
SOBECK	BRIAN	PARAMEDIC	AMBULANCE 20	11/27/90	60.00
SOTO	CARLOS	PARAMEDIC	AMBULANCE 8	9/14/95	315.00
SOTO	MANUEL	FIREFIGHTER	SQUAD 1	7/16/95	43.00
SOTO	MANUEL	FIREFIGHTER	SQUAD 1	10/14/95	5895.90
SPENCER	JOHN	FIREFIGHTER	TRUCK 27	6/17/95	1130.00
STEINER	WILLIAM	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	8/30/92	9.49
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	701.58
STILLMAN	ROGER	CAPTAIN	TRUCK 31	8/11/95	634.90
STOKES	TIMOTHY	PARAMEDIC	UNKNOWN	3/26/95	135.00
SUTTON	DAVID	PARAMEDIC	AMBULANCE 35	11/30/94	771.86

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
THIGPEN	CLIFTON	FIREFIGHTER	TRUCK 40	2/22/95	720.00
TORRES	HECTOR	FIREFIGHTER	UNKNOWN	11/09/95	79.00
VOGRICH	GLEN	FIREFIGHTER	ENGINE COMPANY 101	10/22/95	839.00
WALKER	WILLIE	FIREFIGHTER	ENGINE COMPANY 72	5/25/95	851.19
WALSH	MICHAEL	LIEUTENANT	SQUAD 4	10/19/95	285.39
WARD	JAMES	ENGINEER	DISTRICT RELIEF 3	11/10/95	117.00
WASHINGTON	HARRY	FIREFIGHTER	ENGINE COMPANY 35	11/27/95	348.90
WEEK	DAVID	PARAMEDIC	AMBULANCE 36	4/18/95	190.00
WEIGAND	JOHN	FIREFIGHTER	ENGINE COMPANY 89	8/15/93	54.30
WILDER	LARRY	LIEUTENANT	ENGINE COMPANY 93	5/17/95	1610.00
WILKERSON	LOUIS	FIREFIGHTER	UNKNOWN	11/07/95	114.00
WILLIAMS	EDWARD	FIREFIGHTER	TRUCK 27	7/04/95	303.00
WILLIAMS	JOAN	PARAMEDIC	AMBULANCE 37	11/26/95	535.00
WILLIAMS	WILLIE	FIREFIGHTER	ENGINE COMPANY 75	3/31/95	90.00
WOODSON	ANGELA	PARAMEDIC	UNKNOWN	6/22/95	141.00
WORKER	DARRELL	FIREFIGHTER	SQUAD 3	5/04/62	1423.35
WRATSCHKO	ROBERT	CAPTAIN	ENGINE COMPANY 16	2/23/92	347.00
WRIGHT	CHRISTOPHER	PARAMEDIC	AMBULANCE 47	10/22/95	1013.60
YORK	JAMES	CAPTAIN	AMBULANCE 46	11/24/95	548.00
ZAPILER	BERNARD W	LIEUTENANT	TRUCK 36	6/25/91	72.63
ZIEMBA	RONALD	ENGINEER	ENGINE COMPANY 104	5/15/95	4636.90

(Continued from page 15284)

; and

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

[Third party orders printed on pages 15295 through 15297 of this Journal.]

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

The Committee on Finance submitted the following report:

(Continued on page 15298)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBOTT	ANDREW A	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	7/04/95	584.00
ALBERTI	PAUL J	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	200.00
ALDRIDGE	JENNIFER	POLICE OFFICER	SEVENTH DISTRICT	1/29/95	5276.73
ALLEN	MARK	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/17/95	30.00
ANTHONY	GWANA R	POLICE OFFICER	SIXTH DISTRICT	6/28/95	527.00
ANTHONY	GWANA R	POLICE OFFICER	SIXTH DISTRICT	11/22/95	1607.00
ATKINS	TINA	POLICE OFFICER	SEVENTH DISTRICT	9/16/95	47.00
AUGUSTYNIAK	CHESTER C	POLICE OFFICER	THIRTEENTH DISTRICT	8/11/95	206.00
BABET	WILLIAM T	POLICE OFFICER	TWELFTH DISTRICT	1/14/95	144.00
BANUELOS	ULYSSES A	POLICE OFFICER	SEVENTEENTH DISTRICT	11/19/95	555.75
BARNETT	JAMES M	POLICE OFFICER	FOURTH DISTRICT	10/25/95	24.00
BARTOSIK	ALOYSIUS	POLICE OFFICER	EIGHTH DISTRICT	11/09/95	147.00
BELLA	GREGORY A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/06/95	225.00
BEST	PETE	POLICE OFFICER	FIFTEENTH DISTRICT	7/19/95	567.41
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	4/16/94	1157.00
BOND	CHARLES A	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/95	320.00
BRADFORD	MELVA A	POLICE OFFICER	GUN REGISTRATION SECTION	9/08/95	2225.00
BRIGHT	DANON C	POLICE OFFICER	FIFTH DISTRICT	9/28/93	269.00
BROWN	KERRY	POLICE OFFICER	SEVENTEENTH DISTRICT	11/30/95	180.90
BROWN	MICHAEL H	POLICE OFFICER	EIGHTEENTH DISTRICT	7/03/94	108.90
BUTVILL	HOWARD P	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/27/95	90.00
CALLAHAN	GERALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/10/95	463.47
CAPORUSSO	AUGUST J	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	10/27/70	180.00
CHAO	JOSE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/01/95	477.50
CHRISTOPHER	CHRISTINE	POLICE OFFICER	TWENTIETH DISTRICT	7/28/95	582.00
COLON	RICARDO	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/95	56.00
CONCKUS	CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	5/07/93	80.00
COUGHLIN	NANCY	POLICE OFFICER	EIGHTEENTH DISTRICT	8/18/95	619.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	34892.47
CZERNIAK	HARRY	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	5/10/84	224.00
DACE	VERONICA	POLICE OFFICER	FIFTH DISTRICT	9/28/93	12.40
DALLAS	GURVICE	POLICE OFFICER	ELEVENTH DISTRICT	11/30/95	257.85
DEANE	DAVID	POLICE OFFICER	TWENTIETH DISTRICT	11/26/95	389.70
DERAEDT	CRAIG A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/12/94	50.00
DOMENECH	GUS	POLICE OFFICER	FOURTEENTH DISTRICT	3/28/95	1493.00
DOWLING	MARTIN W	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	600.00
DUNN	DEBORAH A	POLICE OFFICER	FIFTH DISTRICT	9/28/93	775.00
FREELON	CHERYL N	POLICE OFFICER	SEVENTH DISTRICT	11/18/95	1715.70
GAINER	DANIEL J	POLICE OFFICER	TRAINING DIVISION	1/10/95	1543.00
GANISON	WILLIE G	POLICE OFFICER	SEVENTH DISTRICT	8/24/90	123.67
GASKI	GARY	POLICE OFFICER	NINETEENTH DISTRICT	3/11/95	248.00
GAWLICKI	LISA M	POLICE OFFICER	ELEVENTH DISTRICT	5/13/95	95.00
GLYNN	CHARLES	POLICE OFFICER	THIRTEENTH DISTRICT	9/26/95	127.38
GOFFRON	JERRY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/27/95	45.00
GOMEZ	ROSEANN	POLICE OFFICER	TWELFTH DISTRICT	7/02/94	690.75
GRAMZA	GEORGE J	POLICE OFFICER	TWENTIETH DISTRICT	7/19/95	655.00
GRIFFIN	ANTHONY W	POLICE OFFICER	ENFORCEMENT SECTION	2/17/95	181.00
GUARDI	NANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/11/95	49.00
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	50.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GUINEY	MARIKAY	POLICE OFFICER	TENTH DISTRICT	7/23/94	42.00
HAMAD	MARIAM	POLICE OFFICER	ELEVENTH DISTRICT	7/14/95	218.00
HANLEY	THOMAS	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	9/19/91	269.00
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	10/02/93	80.00
HERNANDEZ-PABON	ELBA	POLICE OFFICER	ELEVENTH DISTRICT	7/17/94	30.00
HICKEY	TIMOTHY	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/93	14342.66
HOUSE	RICHARD	POLICE OFFICER	EIGHTEENTH DISTRICT	11/16/95	101.52
JAKS	BARBARA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/26/94	190.00
JONES	JENNIFER	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/01/90	1028.00
KACZOR	JAMES P	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/95	30.00
KAPPEL	WILLIAM A	POLICE OFFICER	EIGHTEENTH DISTRICT	5/06/91	486.00
KENNEALY	JAMES T	POLICE OFFICER	DETAIL UNIT	7/12/94	1623.49
KENNEDY	SHAWN C	POLICE OFFICER	SIXTH DISTRICT	4/03/95	91.00
KIMBROUGH	RACHEL D	POLICE OFFICER	FIFTEENTH DISTRICT	11/30/95	850.00
KING	RANDALL	POLICE OFFICER	SECOND DISTRICT	10/25/95	850.00
KOLOVITZ	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	45.00
KULAK	ROBERT J	POLICE OFFICER	NINTH DISTRICT	10/07/95	3572.42
KWIATEK	RICHARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/95	101.00
LIGHTFORD-DRAPER	MAMIE F	POLICE OFFICER	NINETEENTH DISTRICT	5/30/95	10.00
LONG	CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	11/25/95	157.50
LOPEZ	ADOLF	POLICE OFFICER	DEPARTMENTAL-ADMINISTRATION	11/10/95	129.00
MAR	MARCO A	POLICE OFFICER	RECRUIT TRAINING	11/26/95	513.60
MARCONI	ANGELO	POLICE OFFICER	NINETEENTH DISTRICT	9/29/95	850.00
MARSHALL	ROBERT A	POLICE OFFICER	THIRD DISTRICT	9/07/95	324.40
MARTIN	STEVEN	POLICE OFFICER	EIGHTH DISTRICT	2/26/95	101.90
MARTINEZ	BRIAN	POLICE OFFICER	FOURTH DISTRICT	9/09/95	120.00
MATHEOS	HARRY M	POLICE OFFICER	RECRUIT TRAINING	11/25/95	58.50
MAYS	CAROLE M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/12/95	12203.00
MCGUIRE	DENNIS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/21/95	355.00
MCHUGH	JOHN M	POLICE OFFICER	INTELLIGENCE SECTION	5/21/95	14767.40
MEDINA	ANITA	POLICE OFFICER	FOURTH DISTRICT	11/30/95	1769.00
MERCADO	ORLANDO L	POLICE OFFICER	SEVENTEENTH DISTRICT	11/19/95	656.10
MILLER	KIMBERLY	POLICE OFFICER	TENTH DISTRICT	6/08/93	1935.00
MINT	RICHARD R	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/95	290.00
NASS	WILLIAM A	POLICE OFFICER	SIXTEENTH DISTRICT	8/19/95	20.32
PETERSON JR	ROBERT B	POLICE OFFICER	EIGHTH DISTRICT	8/17/95	50.00
PISTELLO	BERNARD	POLICE OFFICER	YOUTH DIVISION AREA TWO	11/03/94	550.00
POVOLO	JAMES R	POLICE OFFICER	SIXTEENTH DISTRICT	6/18/93	1835.00
RAY	THOMAS L	POLICE OFFICER	FOURTH DISTRICT	1/17/95	1566.28
REYES	ANDRE	POLICE OFFICER	THIRTEENTH DISTRICT	10/31/95	95.00
RICHARDS	MAURICE	POLICE OFFICER	FOURTH DISTRICT	12/22/94	138.00
ROSALES	EDWARD	POLICE OFFICER	SIXTH DISTRICT	2/21/95	62.35
RUIZ	IRENE	POLICE OFFICER	SIXTEENTH DISTRICT	10/27/95	47.19
SCHULTZ	KENNETH E	POLICE OFFICER	EIGHTH DISTRICT	3/20/95	895.00
SIMANEK	KAREN J	POLICE OFFICER	RECRUIT TRAINING	4/27/95	1035.00
SOLIS	MARCELLA	POLICE OFFICER	FOURTEENTH DISTRICT	4/23/91	110.00
SPEDALE	MARK	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/21/95	125.00
STEWART-DYESS	MARIA ELLENA	POLICE OFFICER	SEVENTH DISTRICT	11/25/95	90.00
SZELAG	DIANNE L	POLICE OFFICER	NINETEENTH DISTRICT	8/24/94	1806.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/96

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TARR	HAROLD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/10/95	110.00
TROCHE	RANDY D	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90	60.00
TURNER	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	8/23/95	625.60
VELGARA	JULIO	POLICE OFFICER	SEVENTEENTH DISTRICT	5/17/95	1744.30
WALKER	JUNE L	POLICE OFFICER	IDENTIFICATION SECTION	10/08/93	850.00
WALSH	DESMOND	POLICE OFFICER	NINETEENTH DISTRICT	7/02/95	49.00
WATSON	HENRY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/22/95	550.00
WENSKUS	ANTON J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/94	112.00
WO	RANDALL K	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/10/95	384.30
WORTHAM	KEVIN	POLICE OFFICER	ELEVENTH DISTRICT	12/28/92	125.00
YAMASHIROYA	GARY H	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	7/03/95	67.00
BROWN	ANDRE	FIREFIGHTER	TRUCK 40	7/19/95	99.00
CHAMBERS	DOREEN	PARAMEDIC	AMBULANCE 38	5/19/95	78.00
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	432.00
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	1242.20
SENCION	JAMES	FIREFIGHTER	ENGINE COMPANY 73	5/28/95	120.00

(Continued from page 15294)

CHICAGO, February 6, 1996.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

Department Of Fleet Management:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Shannon Marie Delozier Unit 3D 1351 West Greenleaf Avenue Chicago, Illinois 60626	2/7/95 1900 West North Avenue	$1,145.00 25.00*

Personal Damage.

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

Name And Address	Date And Location	Amount
Winston Cruz 3637 West Fullerton Avenue Chicago, Illinois 60647	12/19/94 Police Property Division	$142.00

---

* To City of Chicago, Bureau of Parking

Damage To Property.

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

Name And Address	Date And Location	Amount
Joseph, Marlene and Dorothy Frieri and E.D. Bennett and Company 10401 South Roberts Road Palos Hills, Illinois 60465	4/17/94 3515 -- 3517 South Lituanica Avenue	$ 565.00
Doubrell Lange c/o Steven Blum 210 West Illinois Street Chicago, Illinois 60610	9/12/94 1604 West Washington Boulevard	$1,000.00
Eddie Mason 2103 West 71st Street Chicago, Illinois 60636	2/24/95 2103 West 71st Street	610.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Tracy Cysweski and Chicago Motor Club Insurance 999 East Touhy Avenue Des Plaines, Illinois 60018	9/28/94 North Desplaines Street and West Grand Avenue	$822.00
Luis Garcia 1845 North Keystone Avenue Chicago, Illinois 60639	9/18/93 4021 West Cortland Street	335.25 276.75*

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Willie Lawrence Jackson 11363 South Edbrooke Avenue Chicago, Illinois 60628	12/31/94 4352 South State Street	$1,450.00
Heinz Kligenderg and Constitutional Casualty 5618 North Milwaukee Avenue Chicago, Illinois 60646	4/29/94 957 North Western Avenue	1,340.25 18.75*
Michael Lage and State Farm Insurance Company 5680 South Archer Avenue Chicago, Illinois 60638	8/22/94 4555 West 63rd Street	680.00

Damage To Property.

Department Of Public Works/Administration Division: Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 94-0-241 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/12/94 4654 West Ohio Street	$201.00
The Peoples Gas Light and Coke Company File 95-0-179 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/21/94 9100 South Burley Avenue	378.00

Damage To Vehicle.

Department Of Revenue/Bureau Of Parking Enforcement:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Levern Smoot 4748 South Lavergne Avenue Chicago, Illinois 60638	2/17/95 During towing	$266.00 100.00*

Damage To Property.

Department Of Sewers:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Ameritech/Illinois Bell Telephone Company File 91-3516 HQ 2H Claims District 212 West Washington Street Chicago, Illinois 60606	8/27/91 7149 South Yates Avenue	$1,400.00

---

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Sewers:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Margaret Boyle 1353 North Astor Street Chicago, Illinois 60610	12/16/95 North Sheridan Road and West North Shore Avenue	$293.00 15.00*
Karen Bradley 842 West Garfield Boulevard Chicago, Illinois 60609	7/21/94 7900 South South Chicago Avenue	274.00
Velma D. Brown 442 East 89th Place Chicago, Illinois 60619	9/14/95 6100 South Indiana Avenue	46.00*
Fred W. Greifzu 16741 South Vicky Lane Orland Hills, Illinois 60477	6/13/95 10900 South Kedzie Avenue	179.00
Joseph A. Kirk 6438 South Kolin Avenue Chicago, Illinois 60629	6/8/95 West 94th and South Oakley Avenue	100.00 225.00*
Ronald Lynn 5924 South Meade Avenue Chicago, Illinois 60638	6/24/95 5860 West Archer Avenue	169.00
Donald Shankin 2710 West Gregory Street Chicago, Illinois 60625	4/24/94 6151 North Campbell Avenue	375.00

*-To City of Chicago, Bureau of Parking

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Linda Carter 3007 East 79th Place Chicago, Illinois 60617	8/22/94 2240 East 76th Place	$479.00 95.00*
Derek Cox 5210 South Cornell Avenue Chicago, Illinois 60615	6/24/90 West 59th near South Normal	263.00
John Michael Kilgallon 2048 West Jarvis Street Chicago, Illinois 60645	9/9/94 7401 North Rogers Avenue	194.00 20.00*
Kevin J. Matthews 2nd Floor 2620West Attrill Street Chicago, Illinois 60647	2/26/94 West 31st and South Western Avenue	370.00 60.00*
Mary Santana Apartment 3 10854 South Avenue D Chicago, Illinois 60617	6/25/94 1041 North Lake Shore Drive	117.00
Michael Savino 8513 West Normal Avenue Niles, Illinois 60714	9/15/95 1750 West Fullerton Avenue	57.00
Judy Taylor Apartment 2614 4343 North Clarendon Avenue Chicago, Illinois 60613	9/11/94 3814 North Broadway	66.00 75.00*

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Maxine White and State Farm Insurance Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	4/27/94 8858 South East End Avenue	$565.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Streets: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Michael Adent 5750 South Homan Avenue Chicago, Illinois 60629	5/16/94 4500 South Pulaski Road	$332.00
Eve Agin Apartment 1E 351 West Dickens Avenue Chicago, Illinois 60614	5/18/94 3130 North Sheridan Road	55.00 60.00*
Karen Ambler and County Companies Attention: Subrogation Unit ASB P.O. Box 2100 Bloomington, Illinois 61702	1/14/93 West 22nd and South Halsted Street	453.00 50.00*
Jesse Lee Anderson, Jr. P.O. Box 20818 Chicago, Illinois 60620	2/8/94 West 119th Street and South Racine Avenue	502.00 25.00*
Canan Balci Apartment 1908 3001 South Michigan Avenue Chicago, Illinois 60616	7/21/94 31st Street and South State Street	484.00

---

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Bonnie Barthel 912 Cambell Drive Gurnee, Illinois 60031	6/5/94 630 South Western Avenue	$357.00
James A. Berry and GEICO Attention: Debora Coleman 4295 Ocmulgee East Boulevard Macon, Georgia 31296	3/9/94 6727 North Glenwood Avenue	564.00
Fred L. Boerger 810 East 3rd Street McCook, Nebraska 69001	5/1/93 West 75th Street and South Western Avenue	59.00
Debra J. Bohlen 7147 South Jeffery Boulevard Chicago, Illinois 60649	10/2/94 9431 South Jeffery Boulevard	86.00
Millie Booker 2832 West Warren Boulevard Chicago, Illinois 60612	7/1/94 South California Avenue and West Van Buren Street	340.25 138.75*
George Botich Apartment 2403 3550 North Lake Shore Drive Chicago, Illinois 60657	6/29/94 1700 North Lake Shore Drive	308.00
Lynette Brown 8350 South Perry Avenue Chicago, Illinois 60620	6/7/94 1434 West 59th Street	265.00
Thomas Bryant, Jr. 8146 South Maplewood Avenue Chicago, Illinois 60652	3/13/94 2832 West 87th Street	741.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Delores Caruso 10923 South Fairfield Avenue Chicago, Illinois 60655	5/2/95 West 101st and South Western Avenue	$ 40.00
Bernice Marie Chapman 5667 South Artesian Avenue Chicago, Illinois 60629	8/20/94 7458 South Ashland Avenue	11.00 80.00*
David M. Cikanek 2826 West Fargo Avenue Chicago, Illinois 60645	12/13/94 4500 West Addison Street	215.00
Bobby Reece 11553 South Longwood Drive Chicago, Illinois 60643	3/25/93 Exit at 4700 South Lake Shore Drive	304.00*
Refugio Calvillo 1533 North Harding Berkeley, Illinois 60163	5/24/94 4232 West Fullerton Avenue	347.00*
Thomas Jablonski 2724 North Harding Avenue Chicago, Illinois 60647	8/5/94 2724 North Harding Avenue	103.00*
Steven Lathan 9620 B South Halsted Street Chicago, Illinois 60628	10/2/94 729 East 95th Street	148.00*
Frank A. Lato 6315 North Knox Avenue Chicago, Illinois 60646	10/21/95 Milwaukee Avenue Bridge over Kennedy Expressway	124.00*
Gary Cwik 6248 West 59th Street Chicago, Illinois 60638	10/15/93 West 83rd and South Hamlin Avenue	68.00*
Fred C. Batts 915 North Humphrey Oak Park, Illinois	4/1/93 5900 West Jackson Boulevard	108.00*

---

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Gloria Thomas 5241 West Quincy Street Chicago, Illinois 60644	2/16/93 South Kedzie Avenue and West Adams Street	$ 25.00*
Dawn R. Connolly Apartment 5 6701 Pershing Road Stickney, Illinois 60402	8/27/93 830 West Roosevelt Road	28.00 25.00*
Katherine Czerwinski Apartment 1 2334 West School Street Chicago, Illinois 60618	8/6/94 3100 North Broadway	358.00 25.00*
William Linton Dawes Apartment 3D 2339 North Commonwealth Avenue Chicago, Illinois 60614	7/2/94 1700 West Fullerton Avenue	160.00 80.00*
John Deimel 100 Glade Glencoe, Illinois 60022	6/16/94 200 South LaSalle Street	158.00
Deborah Delaney 5235 North Natoma Avenue Chicago, Illinois 60656	7/11/94 5800 West Cornelia Avenue	101.00
Vivian Dicks 1856 Sunnybrook Drive Cincinnati, Ohio 45237	4/29/95 8300 South Jeffrey Boulevard	63.00
Patricia Duggan 7130 North Melvina Avenue Chicago, Illinois 60646	9/8/94 4040 North Narragansett Avenue	133.00
Florina Dumitrescu Apartment 1307 5030 North Marine Drive Chicago, Illinois 60640	7/10/94 2900 West Hubbard Street	221.00 470.00*

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Brenda Durr 10401 South Emerald Avenue Chicago, Illinois 60628	12/20/93 103rd and South State Street	$ 160.00
Rose A. Edelson Apartment 2607 2800 North Lake Shore Drive Chicago, Illinois 60657	6/24/94 67 West Cannon Drive	70.86
Betty Epenstein 3938 West 104th Place Chicago, Illinois 60655	4/13/95 2214 West 47th Street	62.75
Richard Epstein Apartment 118 3 Villa Verde Drive Buffalo Grove, Illinois 60089	6/24/94 3456 West Grand Avenue	71.00
Vincent Esposito 1254B South Federal Street Chicago, Illinois 60605	1/4/94 6850 South Halsted Street	87.00
Bernice Faulkner 9119 South Merrill Avenue Chicago, Illinois 60617	9/6/94 8300 South State Street	81.00 25.00*
Anthony George Fernandez Apartment 1001 2 East 8th Street Chicago, Illinois 60605	6/18/94 230 West Quincy Street	51.41
Le Ethel Franklin 12251 South Princeton Avenue Chicago, Illinois 60628	6/19/94 1300 West 119th Street	419.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Judy Marie Garson 3782 West Pippin Street Chicago, Illinois 60652	5/19/94 1800 West 100th Street	$ 124.00 75.00*
Philip Gomulka 10840 South Kilbourn Avenue Oak Lawn, Illinois 60453	2/16/94 4900 West 63rd Street	42.00 25.00*
Janine Gray Apartment 1219 340 West Diversey Parkway Chicago, Illinois 60657	2/5/94 1000 North Lake Shore Drive	131.00 100.00*
Oscar Gross 9948 South Wallace Street Chicago, Illinois 60628	8/21/94 7500 South Ashland Avenue	387.00 90.00*
Teresa Sue Grosso P.O. Box 68881 Schaumburg, Illinois 60168	2/20/94 2100 North Ashland Avenue	400.00 50.00*
Ramiro Gumucio Unit 39B 6101 North Sheridan Road Chicago, Illinois 60660	7/20/94 6100 North Sheridan Road	379.00
Laboure M. Hardaway 677 Kensington Way Bolingbrook, Illinois 60440	8/21/94 7400 South Ashland Avenue	70.00
Jerry E. Havel 1210 Summit Drive Schaumburg, Illinois 60193	5/18/94 850 South Wells Street	130.00 150.00*

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Marikay Hegarty and State Farm Insurance Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	5/31/94 3559 North Austin Avenue	$ 209.25 18.75*
Selvester Highley Apartment 2FW 1327 West Greenleaf Avenue Chicago, Illinois 60626	6/1/94 5600 North Broadway	813.00 130.00*
Lawrence J. Hodak 4455 North Mozart Street Chicago, Illinois 60625	8/23/94 3400 North Rockwell Street	123.00
John Hoffman 8623 South Kostner Avenue Chicago, Illinois 60652	6/18/94 2030 North Cannon Drive	78.40
Paul Leon Ilmer 1700 Seward Street Evanston, Illinois 60202	5/5/94 1000 North Milwaukee Avenue	90.00 125.00*
Michelle Jackson Apartment 3 8010 South Langley Avenue Chicago, Illinois 60619	8/14/94 8643 South Commercial Avenue	90.00 160.00*
Lorine Jarrett 8040 South Fairfield Chicago, Illinois 60652	8/20/94 7458 South Ashland Avenue	112.00
Robert Johnson 9856 South Ellis Avenue Chicago, Illinois 60628	4/18/94 11053 South Doty Avenue	108.00 70.00*

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jack Johnson, Sr. 6441 South Rhodes Avenue Chicago, Illinois 60637	9/28/94 6700 South Cottage Grove Avenue	$ 104.00
Helen Joseph 1436 Canyon Run Drive Naperville, Illinois 60565	9/3/94 4800 North Lake Shore Drive	155.00 5.00*
Estelle Kennebrew 5424 West Fullerton Avenue Chicago, Illinois 60644	3/31/93 5631 West Corcoran Place	113.00
Marcia Kennedy 4510 North Kildare Avenue Chicago, Illinois 60630	8/7/94 4300 North Tripp Avenue	113.00
Robert Kravich 1442 West Flournoy Street Chicago, Illinois 60607	3/18/95 West Van Buren Street toward North Racine Avenue	183.00
Tina K. Kritikos 3216 West Victoria Street Chicago, Illinois 60659	8/28/94 West Farragut Avenue and North California Avenue	544.00
Gregory Lloyd Unit 1814 155 North Harbor Drive Chicago, Illinois 60601	3/12/94 1220 South Columbus Drive	76.00
Barbara H. Luvert 2nd Floor 7808 South Coles Avenue Chicago, Illinois 60649	10/1/94 9430 South Jeffery Avenue	247.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Deborah L. Lyman 1448 Glencoe Avenue Highland Park, Illinois 60035	7/3/94 1801 West Devon Avenue	$ 44.75 18.75*
Marilyn G. Mallari Unit 2406 2605 South Indiana Avenue Chicago, Illinois 60616	2/23/94 10500 South Halsted Street	210.00 340.00*
John L. Marcoux 3814 West Cornelia Avenue Chicago, Illinois 60618	4/1/94 3550 North Springfield Avenue	40.00 310.00*
Eleanor Markovich 5112 North Drake Avenue Chicago, Illinois 60625	4/2/94 3900 West Foster Avenue	188.00
Helen McFadden Apartment 2U 6301 North Sheridan Road Chicago, Illinois 60660	6/26/94 1600 North Lake Shore Drive	66.00
William McInerney 5556 West 77th Street Burbank, Illinois 60459	10/11/94 801 North Halsted Street	104.00
Cynthia McKinney and American Service Insurance Company 8th Floor 9801 West Higgins Rosemont, Illinois 60018	6/15/95 5310 West Kinzie Street	1,300.00
Laima Milaitis Apartment 417 5840 West 104th Street Oak Lawn, Illinois 60453	7/19/94 750 South Archer Avenue	252.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Nancy L. Milligan 4713 Woodland Western Springs, Illinois 60558	5/25/94 1665 West Fullerton Avenue	$ 260.00
Daniel J. Montgomery Unit 2 1470 West Rascher Avenue Chicago, Illinois 60640	3/22/94 1600 North Ashland Avenue	103.25 18.75*
Larry E. Mazimek 2733 North Monticello Avenue Chicago, Illinois 60647	9/20/94 2655 North Kedzie Avenue	79.00
Daniel Neri and American Ambassador Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	5/13/94 East 100th and South Avenue L	629.00 70.00*
Doris Jeanette Nogaj 8128 South Kildare Avenue Chicago, Illinois 60652	1/25/93 West 75th and South Western Avenue	150.00
Carmen Oliva 1713 West Arthur Avenue Chicago, Illinois 60626	9/10/94 6728 North Ravenswood Avenue	95.00
Rolando V. Oliveros Unit 2 4905 West Wellington Avenue Chicago, Illinois 60641	7/17/94 4601 West Addison Street	375.00
Dorothy Orzelski 2736 East 130th Street Chicago, Illinois 60633	7/20/94 2721 East 130th Street	57.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jose Pagan Apartment 102 4452 North Ashland Avenue Chicago, Illinois 60640	8/10/94 4213 North Richmond Street	$ 873.00
Patricia A. Pedicone-Driscoll Apartment 2302 2800 North Lake Shore Drive Chicago, Illinois 60657	6/23/94 North Cannon Drive and North Lake Shore Drive	719.00
Juan S. Perez 1126 North Francisco Avenue Chicago, Illinois 60622	7/11/94 800 West Madison Street	402.00
James M. Piske 2044 North Wolcott Avenue Chicago, Illinois 60614	7/21/94 800 West Diversey Parkway	259.00 10.00*
John P. Reilly 2235 Greenwood Avenue Wilmette, Illinois 60091	6/15/93 7600 North Ridge Boulevard	22.50 37.50*
William Rhind 194 Laura Lane Chicago Heights, Illinois 60411	4/4/94 40 East Congress Parkway	76.90
Gwendolyn Rutledge 8623 South Morgan Street Chicago, Illinois 60620	6/30/94 1 West Garfield Boulevard	532.00 55.00*
Jean J. Salomon 7715 South Paulina Street Chicago, Illinois 60620	8/21/94 7531 South Ashland Avenue	79.00 25.00*
Edward Sarkis Unit 203 668 Pine Crest Drive Prospect Heights, Illinois 60070	5/15/94 100 East Grand Avenue	175.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Cristina Savic 3344 West Cuyler Avenue Chicago, Illinois 60618	8/11/94 1830 North Austin Boulevard	$ 89.00
Susan Sawa 6917 Jonquil Terrace Niles, Illinois 60714	1/5/94 6100 North Pulaski Road	397.00
Craig Scalise Apartment 2708 1130 North Dearborn Street Chicago, Illinois 60610	7/28/94 1200 North Lake Shore Drive	138.00
Arthur and Carol Schneider Apartment 2 5438 South East-View Park Chicago, Illinois 60615	3/19/94 25 East Congress Parkway	104.60
Herbert Schoene 209 Stanley Avenue Park Ridge, Illinois 60068	10/3/94 4022 North Narragansett Avenue	564.00
Lynn Schroedle and Constitutional Casualty Company 5618 North Milwaukee Avenue Chicago, Illinois 60646	3/2/94 3200 South Kedzie Avenue	466.00
Sharon Schubert 4212 South Mozart Street Chicago, Illinois 60632	1/31/95 4838 South Kedzie Avenue	290.00
Walter Shelton 672 Sullivan Lane University Park, Illinois 60466	7/29/94 West Chicago Avenue and North Halsted Street	85.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Douglas Simon and United Equitable Insurance Company P.O. Box 1091 Skokie, Illinois 60076	6/11/94 140 West Congress Parkway	$1,500.00
Brian Smith Number 2011 5320 North Sheridan Road Chicago, Illinois 60640	11/9/92 6400 North Sheridan Road	55.00
Jacquelyn Standifer 7643 South Carpenter Street Chicago, Illinois 60620	8/21/94 7458 South Ashland Avenue	179.00
James Stroud Hubert 12122 South Bishop Street Chicago, Illinois 60643	8/16/94 4700 South Wentworth Avenue	264.00
Thomas E. Strzelczyk 3422 West 53rd Street Chicago, Illinois 60632	2/27/95 3337 West 55th Street	430.00
Gloria M. Thomas 5241 West Quincy Street Chicago, Illinois 60644	4/7/93 North Franklin Street and West Kinzie Street	49.00 25.00*
Robert Thomas 2564 West Washington Boulevard Chicago, Illinois 60612	7/21/94 2564 West Washington Boulevard	275.00
Benjamin Turry 6644 North Trumbull Lincolwood, Illinois 60645	6/26/94 1200 North Lake Shore Drive	112.00
James C. Vail 17815 Greenwood Drive Tinley Park, Illinois 60477	6/15/95 10900 South Hoyne Avenue	740.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Matthew Valentine 4444 West Quill Lane Waukegan, Illinois 60085	5/3/94 1600 West Irving Park Road	$ 103.00 25.00
Sarah J. Valentine Number 805 7337 South South Shore Drive Chicago, Illinois 60649	10/3/94 9456 South Jeffery Avenue	138.00
Maryann Vaszily 1603 Ronzheimer St. Charles, Illinois 60174	3/23/94 North Rush Street and East Grand Avenue	110.00 2.50*
Patricia Wade 6039 South Elizabeth Street Chicago, Illinois 60036	12/3/93 850 West 59th Street	49.00
Carol Huber Walsh 1443 West Norwood Street Chicago, Illinois 60660	10/5/93 1443 North Norwood Avenue	118.00
June Webb 7717 South Eberhart Avenue Chicago, Illinois 60619	2/5/94 7900 South Stony Island Avenue	100.00
June Elaine Webb 7717 South Eberhart Avenue Chicago, Illinois 60619	5/18/94 9101 South Stony Island Avenue	82.00
Richard Wiese 916 Dundee Road Northbrook, Illinois 60062	4/28/94 6200 South Campbell Avenue	1,157.50 7.50*
Hyacinth Williams 1501 West Farwell Avenue Chicago, Illinois 60626	9/17/94 7340 North Rogers Avenue	137.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Janiver Williams 5485 South Woodlawn Avenue Chicago, Illinois 60615	3/6/94 200 West Garfield Boulevard	$ 65.00
Janiver Williams 5484 South Woodlawn Avenue Chicago, Illinois 60615	8/27/94 6800 South Cottage Grove Avenue	67.00
Susan L. Williams Unit 414 1735 North Paulina Street Chicago, Illinois 60622	3/10/94 1000 North Lake Shore Drive	135.00 10.00*
Edward Willis 7740 South Aberdeen Street Chicago, Illinois 60620	8/20/94 7458 South Ashland Avenue	88.00
Matt and Judith Windham 7434 South Rhodes Avenue Chicago, Illinois 60619	5/13/94 7500 South South Chicago Avenue	37.25 68.75*
Herman Wolze 5630 South Nagle Avenue Chicago, Illinois 60638	6/24/95 5871 South Archer Avenue	107.00
Ali Zahedi Suite 205 1300 West Belmont Avenue Chicago, Illinois 60657	7/23/94 5200 North Lake Shore Drive	213.00
Rachel Zakrzewski and Ambassador Casualty Company Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	6/11/94 2500 West 36th Street	720.00 175.00*
Julius Zutman 3600 North Lake Shore Drive Chicago, Illinois 60613	6/29/93 6600 North Ridge Avenue	66.00 25.00*

* To City of Chicago, Bureau of Parking

Damage To Property.

Department Of Transportation/Bureau Of Streets:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-587 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/20/95 1840 South Canalport Avenue	$ 427.00
The Peoples Gas Light and Coke Company File 95-0-391 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/31/95 1167 West 19th Street	716.00
The Peoples Gas Light and Coke Company File 95-0-403 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/24/95 2238 West 24th Street	1,152.00
The Peoples Gas Light and Coke Company File 95-0-410 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/12/95 2137 West 24th Street	1,324.00
The Peoples Gas Light and Coke Company File 95-0-462 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/21/95 1838 West 21st Place	875.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-469 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/22/95 1734 West 21st Street	$500.00
The Peoples Gas Light and Coke Company File 95-0-504 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/23/95 2100 West 19th Street	368.00
The Peoples Gas Light and Coke Company File 95-0-556 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/13/95 2029 South Carpenter Street	520.00
The Peoples Gas Light and Coke Company File 95-0-588 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/20/95 1838 South Canalport Avenue	1,280.00
The Peoples Gas Light and Coke Company File 95-0-428 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/14/95 1812 South Racine Avenue	515.00
The Peoples Gas Light and Coke Company File 95-0-612 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/28/95 1639 West 17th Street	692.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-414 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/13/95 1736 West 21st Street	$ 545.00

Damage To Property.

Department Of Transportation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-273 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/16/95 8800 South Houston Avenue	$ 605.00
The Peoples Gas Light and Coke Company File 95-0-342B 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/20/95 2232 West 24th Street	875.00
The Peoples Gas Light and Coke Company File 95-0-335 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/27/95 1744 West 17th Street	405.00
The Peoples Gas Light and Coke Company File 95-0-342A 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/20/95 2230 West 24th Street	610.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-342C 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/20/95 2236 West 24th Street	$1,110.00
The Peoples Gas Light and Coke Company File 95-0-372 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/12/95 3219 East 92nd Street	311.00
The Peoples Gas Light and Coke Company File 95-0-355 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/23/95 8810 -- 8814 South Houston Avenue	752.00
The Peoples Gas Light and Coke Company File 95-0-623 19th Floor 130 East Randolph Street Chicago, Illinois 60601	8/2/95 2306 South Oakley Avenue	826.00

Damage To Property.

Department Of Transportation/Department Of Special Services: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Elizabeth M. Infanger 6335 North Hiawatha Avenue Chicago, Illinois 60646	6/15/95 6335 North Hiawatha Avenue	$160.00
Jerry Powers, Sr. 5434 West Adams Street Chicago, Illinois 60644	2/2/94 5434 West Adams Street	308.80

Damage To Property.

Department Of Water/Bureau Of Water Distribution:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Aldridge Electric Company 29572 North Bradley Road Attention: Nick Barnes Libertyville, Illinois 60048	9/30/94 Racine Avenue and West Madison Street	$ 944.00
Aldridge Electric Company 29572 North Bradley Road Attention: Nick Barnes Libertyville, Illinois 60048	9/30/94 Seeley Avenue and West Madison Street	1,404.00
The Peoples Gas Light and Coke Company File 95-0-148 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/25/95 6508 South Bishop Street	375.00
The Peoples Gas Light and Coke Company File 95-0-84 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/10/94 5433 South Ellis Avenue	522.00
The Peoples Gas Light and Coke Company File 95-0-174 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/5/94 4805 South Shields Avenue	192.00
The Peoples Gas Light and Coke Company File 95-0-80 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/27/94 9629 South Beverly Avenue	610.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-86 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/10/94 5443 South Ellis Avenue	$404.00
The Peoples Gas Light and Coke Company File 95-0-195 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/22/94 9019 South Ridgeland Avenue	434.00
The Peoples Gas Light and Coke Company File 95-0-183 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/5/94 8431 South Prairie Avenue	192.00
The Peoples Gas Light and Coke Company File 95-0-274 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/16/95 820 West 34th Place	258.00
The Peoples Gas Light and Coke Company File 95-0-85 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/10/95 5435 South Ellis Avenue	404.00
The Peoples Gas Light and Coke Company File 95-0-133 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/26/95 6125 South Rhodes Avenue	780.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-227 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/28/95 1316 East 93rd Street	$ 427.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distribution: Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Lonnie E. Alston 8052 South Artesian Avenue Chicago, Illinois 60652	10/11/93 10531 South Halsted Street	$1,010.00
Yolanda Gonzalez 5844 West 59th Street Chicago, Illinois 60638	10/7/95 5128 South Menard Avenue	740.00
Virgie L. Lockhart Unit 106 60 East 36th Place Chicago, Illinois 60653	11/10/95 220 North Hamlin Boulevard	1,443.00
Robert Sanchez Apartment 2 1733 North Sheffield Avenue Chicago, Illinois 60614	11/29/94 1733 North Sheffield Avenue	260.50 7.50*
Roxanne M. Ward 601 East 32nd Street Chicago, Illinois 60616	9/10/94 East 24th and South Calumet Avenue	320.00

---

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Fire:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Betty J. Nickele and State Farm Insurance Company Suite 680 9801 West Higgins Rosemont, Illinois 60018	4/25/95 5604 West Berteau Avneue	$184.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Roderick C. Robinson 2554 West 60th Street Chicago, Illinois 60629	7/6/95 2314 West 50th Place	$ 281.00
The Peoples Gas Light and Coke Company File 93-0-384 Suite 311 122 South Michigan Avenue Chicago, Illinois 60601	8/25/93 3348 North Albany Drive	436.00
The Peoples Gas Light and Coke Company File 95-0-634 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/25/95 1818 West Berwyn Avenue	445.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
George Kosicki 6266 North Leona Avenue Chicago, Illinois 60646	1/19/94 2451 South Ashland Avenue	$ 204.25 68.75*
Scott McDonald 3932 North Kenneth Avenue Chicago, Illinois 60641	8/24/94 4545 West Palmer Street	297.00
Jose I. Villa 2171 North Major Avenue Chicago, Illinois 60639	12/10/93 2171 North Major Avenue	1,274.00
Tim Wedryk 12737 South Muskegon Avenue Chicago, Illinois 60633	6/14/94 12737 South Muskegon Avenue	630.00
Rodger Zielinski 5435 North Central Avenue Chicago, Illinois 60630	6/11/94 1711 West Fullerton Avenue	531.00

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
Amanda Grabill 12 Hemlock Drive Putnam, Illinois 61560	7/7/94 During relocation	$ 703.00

---

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Equipment: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Scott Adams 8905 North Major Street Morton Grove, Illinois 60053	9/27/94 During towing	$120.00
Christopher Alaia 17 WO63 Bryn Mawr Bensenville, Illinois 60106	10/8/94 During towing	475.00
Dean S. Argiris Number 801 9575 West Higgins Rosemont, Illinois 60018	10/13/94 During towing	708.00
Donald Armstrong 6516 North Minnetonka Avenue Chicago, Illinois 60646	8/16/93 During relocation	98.55 72.00*
Randall Ballard Apartment 1106 601 East 32nd Street Chicago, Illinois 60616	7/17/94 During towing	861.00 50.00*
Stanley Balzekas 4030 South Archer Avenue Chicago, Illinois 60632	11/24/92 Accident	422.25 338.75*
Diana Bellus 4901 West George Street Chicago, Illinois 60641	8/4/94 During relocation	593.00

---

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Brinson Partners, Inc. 209 South LaSalle Street Chicago, Illinois 60604	10/21/94 During towing	$ 943.00
Davide Camporese 5903 Capulina Morton Grove, Illinois 60053	7/24/94 During towing	682.00 140.00*
Josefina Casanova 5510 North Spaulding Avenue Chicago, Illinois 60625	6/12/94 During relocation	107.00 75.00*
Cai Ping Chen 521 West 37th Street Chicago, Illinois 60609	7/16/94 West 37th Street and South Normal Avenue	252.00
Garry Hattan 1101 South Delphia Park Ridge, Illinois 60068	8/28/94 During towing	480.00*
H. L. Vance 7920 South Indiana Avenue Chicago, Illinois 60619	7/13/94 During towing	826.00*
James T. Harris 10766 South Beverly Avenue Chicago, Illinois 60643	1/30/93 During towing	188.00*
Caroline Clifford 643 West Fullerton Parkway Chicago, Illinois 60614	9/26/94 During relocation	117.00
Zane Michael Cohn 840 Auburn Court Highland Park, Illinois 60035	5/29/93 During towing	31.18
Robert Corbel c/o Ace Coffee Bar 433 West Van Buren Street Chicago, Illinois 60607	1/1/95 During towing	1,500.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Sharon Ann Crandall Apartment 1205 71 East Division Street Chicago, Illinois 60610	3/29/94 During towing	$ 364.00
James A. Currier 144 Hawthorne Wood Dale, Illinois 60191	3/30/93 During towing	111.00 50.00*
Eric Dustman 321 Chestnut Street Winnetka, Illinois 60093	6/4/94 During towing	630.00 15.00*
Jesse Gholar 6328 South Langley Avenue Chicago, Illinois 60637	12/11/92 South Franklin Street and West Jackson Boulevard	115.00
Mark Golosinski Apartment 505 8439 West Catherine Avenue Chicago, Illinois 60656	12/14/93 During towing	589.00 100.00*
Phyllis Jean Goodman-McBride 3304 Woodworth Hazelcrest, Illinois 60429	11/1/93 During towing	1,245.00
Mark M. Gordon 1 South 288 Dillon Lane Villa Park, Illinois 60181	6/19/94 During towing	516.00
Vladimir Gusinsky Number 254 515 West Barry Avenue Chicago, Illinois 60657	4/16/94 During towing	120.00
Bogdan Guzik Apartment 1 2904 North Kenneth Avenue Chicago, Illinois 60641	8/26/94 During towing	3.00 240.00*

---

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Shahila Hamid P.O. Box 578525 Chicago, Illinois 60657	6/17/93 During towing	$304.00
Daniel R. Kennelly 9226 Sutton Place Tinley Park, Illinois 60477	9/16/94 During towing	414.00
Adam Jay Keyser 716 Cantonment Avenue Rantoul, Illinois 61844	8/16/94 During relocation	728.00
Calvin Kirsh 9314 Murray Court Morton Grove, Illinois 60053	10/11/92 During towing	33.75 81.25*
Derrick J. Landini 2663 North Ashland Avenue Chicago, Illinois 60614	9/2/93 During towing	388.00 30.00*
Eugene F. Lewaniak 4136 South Forest Avenue Brookfield, Illinois 60513	9/17/93 During towing	62.00
Rosa Madera 895 Marcella Road Merillville, Indiana 46410	7/24/94 During towing	625.00 100.00*
Robert Meyers 7512 Haystack Lane Frankfort, Illinois 60423	7/18/94 During towing	285.50 7.50*
Daniel B. Mjolsness 28609 Highway 19 Boulevard Red Wing, Minnesota 55066	8/6/94 During towing	249.00 50.00*
Yolanda Myint 3146 West Jarvis Avenue Chicago, Illinois 60645	8/16/94 During relocation	467.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Susan E. Nemec 26465 West Harlem Avenue Antioch, Illinois 60002	8/27/94 During towing	$393.00
Eugene Patton and General Accident Insurance Company 2455 Corporate West Drive Lisle, Illinois 60532	4/28/94 During towing	600.00
Joanne Philpott 721 Janice Avenue Lockport, Illinois 60441	8/14/94 During towing	402.00
Edward Schoewe 5017 West Pensacola Avenue Chicago, Illinois 60641	11/5/94 During towing	599.00
Rita Siegal 7605 North Tripp Skokie, Illinois 60076	8/19/94 During towing	812.00
Clarence Smith 8847 South Euclid Avenue Chicago, Illinois 60617	8/5/94 During relocation	395.00
Michael Smith 431 West 99th Street Chicago, Illinois 60628	10/15/93 During towing	223.00
Jill C. Stehl 5920 West Berenice Avenue Chicago, Illinois 60634	7/5/94 During towing	224.00 30.00
Gina Stephani Apartment 3C 1017 West Washington Boulevard Chicago, Illinois 60607	6/22/94 During towing	471.00 40.00*

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Richard W. Straub Apartment 2104 3930 North Pine Grove Avenue Chicago, Illinois 60613	8/8/94 During towing	$310.00
Paul Thomas 1409 Scoville Berwyn, Illinois 60402	10/5/94 During towing	660.00 25.00*
Jeffrey Wade 1120 Blanchan Avenue LaGrange Park, Illinois 60525	4/4/94 During towing	510.00 280.00*
Theophilus D. White 16904 South Clyde South Holland, Illinois 60473	8/31/94 During towing	463.00 225.00*
Demetrius Williams 8312 South Maryland Avenue Chicago, Illinois 60619	7/9/92 During towing	73.75 226.25*
Amy Jo Wolf 216 West Allen Springfield, Illinois 62704	6/5/93 During towing	430.56 25.00*

Personal Damage.

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

Name And Address	Date And Location	Amount
Joyce A. Batts 8254 South Paxton Avenue Chicago, Illinois 60617	8/3/94 8254 South Paxton Avenue	$125.00 50.00*

---

* To City of Chicago, Bureau of Parking

Damage To Property.

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

Name And Address	Date And Location	Amount
Howard Steven Hammel P.O. Box 25213 Chicago, Illinois 60625	7/28/94 3215 -- 3217 West Eastwood Avenue	$500.00
Mrs. John Schoenhofen 10411 South Oakley Avenue Chicago, Illinois 60643	6/1/94 10411 South Oakley Avenue	650.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Donal and Carol Senkpiel 5115 South Meade Avenue Chicago, Illinois 60638	4/12/94 5112 South Meade Avenue	$438.00

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Norma P. Long 10015 South Paxton Avenue Chicago, Illinois 60617	7/19/94 10015 South Paxton Avenue	$402.00

Name And Address	Date And Location	Amount
James May and Farmers Insurance Group T6 54212 P.O. Box 3310 Aurora, Illinois 60504	5/4/92 6417 South Harlem Avenue	$622.00
John A. McFarland 5815 North Medina Avenue Chicago, Illinois 60646	2/13/95 5815 North Medina Avenue (alley)	150.00
Carol Miceli 13104 South Escanaba Avenue Chicago, Illinois 60633	7/7/94 13104 South Escanaba Avenue	550.00
Mary Nands 3414 North Damen Avenue Chicago, Illinois 60618	7/29/94 3414 North Damen Avenue (alley)	400.00
North Park College and Theological Seminary 3225 West Foster Avenue Chicago, Illinois 60625	7/18/94 5051 North Spaulding Avenue	285.00
Mrs. Hannchen Rusnak and Standard Mutual Insurance Company 1028 South Grand Avenue West Springfield, Illinois 62704	11/30/94 3615 North Ravenswood Avenue	418.00
Mary C. Staples 2532 North Mozart Street Chicago, Illinois 60647	9/20/93 2532 North Mozart Street (alley)	191.25 233.75*

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-283 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/22/95 4246 South Cottage Grove Avenue	$ 846.00
Willie and Fern Webb and State Farm Insurance Company Suite 200 580 Waters Edge Lombard, Illinois 60148	7/13/94 11504 South Eggleston Avenue (alley)	1,000.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Roosevelt Jones, Jr. 3628 Tamarind Hazel Crest, Illinois 60429	8/4/94 10153 South Crandon Avenue	$221.00

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
Steven Allen and Constitutional Casualty Company 5618 North Milwaukee Avenue Chicago, Illinois 60646	12/15/93 750 North Kilbourn Avenue (parking lot)	$1,164.00

Name And Address	Date And Location	Amount
Associate Window Cleaning Company 2343 North Elston Avenue Chicago, Illinois 60614	9/8/94 2635 North Marshfield Avenue	$ 687.00
Chicago Parts & Sound Inc. and Sentry Insurance Company P.O. Box 5000 Stevens Point, Wisconsin 54481	9/30/94 Western Avenue	1,500.00
James C. Ciccio 7035 West 64th Street Chicago, Illinois 60638	12/20/94 6300 South Rockwell Street	586.00
Norma Collins 2320 South 22nd Avenue Broadview, Illinois 60153	7/26/94 3123 North Ashland Avenue	69.00
Aldo C. Flores 9024 South Houston Avenue Chicago, Illinois 60617	11/17/95 9024 South Houston Avenue	315.00
George T. Grogan 11249 South Homan Avenue Chicago, Illinois 60655	1/6/95 3701 West 111th Street	215.00
George Harvey Apartment 3 3508 Warren Bellwood, Illinois 60104	2/26/94 6821 South St. Lawrence Avenue	449.00 370.00*
Deloris and Albert Hornsby and Universal Casualty Insurance Company 7280 North Caldwell Niles, Illinois 60714	12/30/93 8246 South Wolcott Avenue	800.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Alodia Jackson 1949 South Hamlin Avenue Chicago, Illinois 60623	8/16/94 1956 South Hamlin Avenue	$ 422.00 440.00*
Eve Adah Mauer 104 Rose Avenue Crystal Lake, Illinois 60014	6/30/94 West Armitage Avenue and North Ashland Avenue	515.00
Josephine McAfee 12213 South Lowe Avenue Chicago, Illinois 60628	6/7/94 11900 South Michigan Avenue	518.00
Maria Meraz 10144 South Avenue L Chicago, Illinois 60617	8/19/93 Interstate 94 at 95th Street	247.00
Angeline Mroczka and State Farm Insurance Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	5/23/94 West 53rd Street and South Nottingham Avenue	411.00
William Niesman 11031 South Hamlin Avenue Chicago, Illinois 60655	8/4/94 7130 South Western Avenue	524.00
Hector Rivera 5924 South Troy Street Chicago, Illinois 60629	2/23/94 5924 South Troy Street	1,080.00 120.00*
Tammy A. Rogers Unit 2 6205 North Oakley Avenue Chicago, Illinois 60659	7/15/95 2360 West Touhy Avenue	1,500.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Sonya Aretha Swann 705-6 Spring Court University Park, Illinois 60471	5/7/92 East 70th between South Jeffrey Boulevard and South Paxton Avenue	$ 28.75 321.25*
Rene Tapia 1647 West Cullerton Street Chicago, Illinois 60608	8/15/94 2800 West 21st Street	950.00 50.00*
R. Owens Zenobia 5139 South Woodlawn Avenue Chicago, Illinois 60615	3/2/94 2251 West 50th Street	186.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Street Traffic: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
William Andrews Apartment 3 616 West Surf Street Chicago, Illinois 60657	5/15/94 Police auto pound	$1,000.00
James T. Binion 7712 South Paxton Avenue Chicago, Illinois 60649	8/17/94 Police Auto Pound 6	1,024.00 100.00*
Robert Davis 7701 South Winchester Avenue Chicago, Illinois 60620	7/14/94 Police auto pound	1,500.00

---

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Emiollo Del Valle 1845 North Harding Avenue Chicago, Illinois 60647	6/29/94 Police auto pound	$637.00 15.00*
Ingrid Duerme Basement 2438 Surrey Court Chicago, Illinois 60614	8/31/94 Police auto pound	76.00
Michael Shields 903 North Francisco Avenue Chicago, Illinois 60622	4/14/94 Police auto pound	85.00 520.00*
Margaret E. Sloyan 441 North Park Road La Grange Park, Illinois 60525	8/31/94 Police Auto Pound 6	619.00 80.00*
Tiffany Terry 2126 South Lloyd Lombard, Illinois 60148	9/17/94 Police auto pound	312.00
Scott Winicour 380 Carlisle Deerfield, Illinois 60015	9/26/93 Police auto pound	108.00 50.00*

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant; on account of underground leaks:

Name And Address	Date And Location	Amount
Victor Barillas 2756 North Nordica Avenue Chicago, Illinois 60635	7/8/93 and 10/4/93 3700 West Armitage Avenue	$400.00

---

* To City of Chicago, Bureau of Parking

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 amounts to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 15344 through 15345 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the payment of senior citizen rebate sewer claims, and 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.

(Continued on page 15346)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 2/07/96

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ********	
ADDISON MANOR CONDOMINIUM ASSN	21	SEMI-ANNUAL 94	787.50	WILLIAM JP BANKS	36
ALBANY CONDOMINIUM ASSN.	6	SEMI-ANNUAL 94	225.00	BERNARD L. STONE	50
APPLEWAY CONDOMINIUMS	6	ANNUAL 94	450.00	FRANK OLIVO	13
BIRCH TREE MANOR #5 CONDO	18	SEMI-ANNUAL 94	675.00	BRIAN G. DOHERTY	41
CARL SANDBURG VILLAGE CONDO.	567	SEMI-ANNUAL 94	10,074.00	BURTON F. NATARUS	42
CHASELAND CONDOMINIUM ASSOC.	27	SEMI-ANNUAL 94	1,012.50	JOE MOORE	49
COMMONWEALTH PLAZA CONDO. ASSN	370	SEMI-ANNUAL 94	5,250.00	BERNARD J. HANSEN	44
DEVON PLACE CONDOMINIUM	27	SEMI-ANNUAL 94	864.00	BRIAN G. DOHERTY	41
EDDYSTONE CONDOMINIUM HOMES,	83	SEMI-ANNUAL 94	3,112.50	BERNARD J. HANSEN	44
EDGEWOOD MANOR #1	11	SEMI-ANNUAL 94	412.50	BRIAN G. DOHERTY	41
EDISON PARKER CONDOMINIUM #1	12	SEMI-ANNUAL 94	450.00	BRIAN G. DOHERTY	41
EDISON VILLAGE CONDO ASSOC.	8	SEMI-ANNUAL 94	300.00	THOMAS ALLEN	38
EMMERSON PARK CONDOMINIUM, INC	56	SEMI-ANNUAL 94	2,100.00	BERNARD L. STONE	50
FARWELL COURTS CONDOMINIUM	9	SEMI-ANNUAL 94	337.50	JOE MOORE	49
GREENLEAF CONDOMINIUM ASSN.	29	SEMI-ANNUAL 94	800.00	JOE MOORE	49
HARBOR HOUSE CONDO. ASSN.	278	SEMI-ANNUAL 94	8,146.00	BERNARD J. HANSEN	44
HEMINGWAY HOUSE CONDO. ASSN	280	SEMI-ANNUAL 94	6,113.46	CHARLES BERNARDINI	43
IVY COURTE CONDOMINIUM ASSOC.	36	SEMI-ANNUAL 94	987.00	BERNARD L. STONE	50
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL 94	825.00	JOE MOORE	49
JEFFERSON MANOR CONDO ASSN.	18	SEMI-ANNUAL 94	675.00	PATRICK J. LEVAR	45
KINGS CORNER CONDOMINIUM	6	SEMI-ANNUAL 94	225.00	PATRICK J. LEVAR	45
LAKESIDE PLACE CONDO ASSOC.	33	SEMI-ANNUAL 94	955.46	MARY ANN SMITH	48
LECOUR CONDOMINIUM	27	SEMI-ANNUAL 94	982.00	PATRICK J. LEVAR	45
LEXINGTON HOUSE CONDO	11	SEMI-ANNUAL 94	412.50	BRIAN G. DOHERTY	41
LINCOLN PARK TOWER CONDO	348	SEMI-ANNUAL 94	8,179.50	CHARLES BERNARDINI	43
LONDON TOWNE HOUSES	801	SEMI-ANNUAL 94	30,037.50	LORRAINE L DIXON	08
LUNT AVENUE CONDOMIUM AND	38	SEMI-ANNUAL 94	1,425.00	JOE MOORE	49
MANSARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL 94	900.00	BRIAN G. DOHERTY	41
NEENAH MANOR CONDO ASSOCIATION	17	SEMI-ANNUAL 94	637.50	WILLIAM JP BANKS	36
NEVA VISTA CONDOMINIUM	9	SEMI-ANNUAL 94	337.50	WILLIAM JP BANKS	36
NORTH DAMEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL 94	1,425.00	PATRICK J O'CONNOR	40
NORTHWEST POINT WEST CONDO	10	SEMI-ANNUAL 94	375.00	BRIAN G. DOHERTY	41
NOTTINGHAM MANOR CONDO ASSOC.	8	SEMI-ANNUAL 94	300.00	WILLIAM JP BANKS	36
OLMSTED CONDOMINIUM ASSOC.	9	SEMI-ANNUAL 94	337.50	BRIAN G. DOHERTY	41
ONE EAST SCOTT CONDO. ASSOC.	240	SEMI-ANNUAL 94	4,278.00	BURTON F. NATARUS	42
ONE MAGNIFICENT MILE CONDO.	182	SEMI-ANNUAL 94	5,170.00	BURTON F. NATARUS	42
PARKWAY CIRCLE CONDO ASSOC.	50	SEMI-ANNUAL 94	1,440.00	BRIAN G. DOHERTY	41
PRATT SHORE CONDO ASSC.	28	SEMI-ANNUAL 94	901.00	JOE MOORE	49
RIDGEMOORE ESTATES CONDO IV	44	SEMI-ANNUAL 94	1,236.00	THOMAS ALLEN	38
RIVIERA CONDOMINIUM	18	SEMI-ANNUAL 94	675.00	JOE MOORE	49
SUN VILLA CONDO	9	SEMI-ANNUAL 94	337.50	MICHAEL A. WOJCIK	30
THE EDISONAIRE CONDOMINIUMS	8	SEMI-ANNUAL 94	300.00	BRIAN G. DOHERTY	41
THE LASALLE PRIVATE RESIDENCES	230	SEMI-ANNUAL 94	3,598.43	WALTER BURNETT JR.	27
THE WELLINGTON CONDO. ASSN.	106	SEMI-ANNUAL 94	3,294.00	BERNARD J. HANSEN	44
THE 100 BELLEVUE PLACE CONDO	171	SEMI-ANNUAL 94	5,382.79	BURTON F. NATARUS	42

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 2/07/96

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR **********	
THE 1846 N. SEDGWICK CONDO.	5	SEMI-ANNUAL 94	187.50	CHARLES BERNARDINI	43
THORNDALE BEACH SOUTH CONDO	226	SEMI-ANNUAL 94	6,178.00	MARY ANN SMITH	40
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL 94	750.00	PATRICK J. LEVAR	45
WINCHESTER-HOOD GARDEN HOMES	92	SEMI-ANNUAL 94	1,908.00	PATRICK J O'CONNOR	40
WINCHESTER-HOOD GARDEN HOMES	72	SEMI-ANNUAL 94	1,961.00	PATRICK J O'CONNOR	40
WINDER LANE CONDO ASSOCIATION	48	SEMI-ANNUAL 94	1,266.00	PATRICK J. LEVAR	45
WINDSOR POINT CONDOMINIUM ASSN	24	SEMI-ANNUAL 94	900.00	PATRICK J. LEVAR	45
WINSTON TOWERS II ASSOCIATION	218	SEMI-ANNUAL 94	4,455.00	MARY ANN SMITH	40
WINSTON TOWERS NO. 4 ASSN.	251	SEMI-ANNUAL 94	3,381.00	BERNARD L. STONE	50
1212 LAKE SHORE DRIVE CONDO.	180	SEMI-ANNUAL 94	5,672.00	BURTON F. NATARUS	42
1217-19 W. NORTH SHORE CONDO.	6	SEMI-ANNUAL 94	225.00	JOE MOORE	49
1430 LAKE SHORE DRIVE	24	SEMI-ANNUAL 94	900.00	CHARLES BERNARDINI	43
201 E. CHESTNUT CONDO ASSOC.	128	SEMI-ANNUAL 94	3,985.00	BURTON F. NATARUS	42
2020 LINCOLN PARK WEST CONDO.	433	SEMI-ANNUAL 94	7,339.00	CHARLES BERNARDINI	43
21 E. CHESTNUT CONDO ASSOC.	166	SEMI-ANNUAL 94	2,494.00	BURTON F. NATARUS	42
232 E. WALTON BLDG. CORP.	20	SEMI-ANNUAL 94	750.00	BURTON F. NATARUS	42
2335 N. COMMONWEALTH CONDO.	41	SEMI-ANNUAL 94	1,384.00	CHARLES BERNARDINI	43
2800 LAKE SHORE DR. CONDO	697	SEMI-ANNUAL 94	11,097.67	BERNARD J. HANSEN	44
3150 N. ODELL CONDO ASSOC.	9	SEMI-ANNUAL 94	337.50	WILLIAM JP BANKS	36
3821 N. NARRAGANSETT CONDO.	9	SEMI-ANNUAL 94	337.50	THOMAS ALLEN	38
3853 NARAGANSETT CONDOMINIUM	8	SEMI-ANNUAL 94	270.00	THOMAS ALLEN	38
3900 LAKE SHORE DRIVE CONDO.	240	SEMI-ANNUAL 94	1,305.00	HELEN SHILLER	46
4850-54 N. LINDER BUILDING	18	SEMI-ANNUAL 94	675.00	PATRICK J. LEVAR	45
4900 MARINE DRIVE CONDO. ASSN.	82	SEMI-ANNUAL 94	2,076.00	MARY ANN SMITH	40
515 WRIGHTWOOD CONDO ASSOC.	78	SEMI-ANNUAL 94	2,112.60	CHARLES BERNARDINI	43
5241 N. EAST RIVER RD. CONDO	9	SEMI-ANNUAL 94	337.50	BRIAN G. DOHERTY	41
6247-49 N. GLENWOOD CONDO. ASSN	6	SEMI-ANNUAL 94	225.00	JOE MOORE	49
73 EAST ELM CONDO ASSOC.	48	SEMI-ANNUAL 94	1,800.00	BURTON F. NATARUS	42
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL 94	300.00	JOE MOORE	49
743-55 W. BROMPTON CONDOMINIUM	31	SEMI-ANNUAL 94	776.00	HELEN SHILLER	46
8216 BELMONT BUILDING	9	SEMI-ANNUAL 94	337.50	WILLIAM JP BANKS	36
8734 W. SUMMERDALE CONDOMINIUM	6	SEMI-ANNUAL 94	225.00	BRIAN G. DOHERTY	41

(Continued from page 15343)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on page 15347 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

(Continued on page 15348)

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

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BERNARD, TYDIS R.	20-11-206-058-0000	04 PRECKWINKLE	50.00
BUCKNER, MAGNOLIA	25-10-419-017-0000	08 DIXON	50.00
CROSS, BERNICE	20-18-411-002-0000	15 JONES	50.00
LAW, GRANT W.	14-21-100-018-1122	46 SHILLER	50.00
NEMETH, FERENC	12-11-119-023-1029	41 DOHERTY	50.00
PEKARSKY, NELL	20-13-100-015-1004	05 HOLT	50.00
SCHOENSTADT, BEN	17-03-204-064-1033	42 NATARUS	50.00
SKLAIR, ARNOLD S.	10-36-320-051-1004	50 STONE	50.00
STITT, DOROTHY	17-07-420-037-0000	27 BURNETT JR.	50.00
		* TOTAL AMOUNT	450.00

(Continued from page 15346)

Your Committee on Finance, Small Claims Division, to which was referred on October 14, 1992 and on subsequent dates, sundry claims as follows:

Ach, Richard

Allegra, Salvator

Animashaun, Flora and Allstate Insurance Company

Beutelspacher, Steven R. and Illinois Farmers Insurance Company

Biagas, Angela and State Farm Insurance Company

Billups, Frank

Camacho, Mario

Carter, Peggy

Chang, John P. and Allstate Insurance Company

Cisneros, Esperanza

Contreras, Miguel A.

County of Cook/Insurance Office

Covarrubias, Jose J.

Dawson, Charles

Daylie, Oliver

Deal, Erma and Sarah

Douglas, Vivian

Driver, Claude A. and Allstate Insurance Company

Giap, Phoung

Glass, Zerenda C.

Glover, Lucille

Gotovic, Miras

Grabowski, William J.

Grimm, Lawrence

Groeper, Gregory and Constitutional Casualty Company

Gruca, William S. and Jefferson Insurance Company

Ham, Cortez

Hamasaki, Janice and State Farm Insurance Company

Hanna, Shabo Z.

Harris, Lessie and Allstate Insurance Company

Heard, Charetta and Allstate Insurance Company

Henard, Cornelius

Henderson, Thomas and State Farm Insurance

Janzekovic, Bronko and Allstate Insurance Company

Jeffries, L.B.

Johnson, Aaron

Jones, Tracy

Kelly, Mayme C. and Bell Corporation of America

Kligenderg, Heinz and Constitutional Casualty Company

Knight, Beverly J.

Kramer, John N.

Krcik, Barbara

Kuo, David T.W.

Kurpiel, Kathy and State Farm Insurance Company

La Court, Juanita Grant

Lamb, Marilyn

Langmar, Emery

Leak, Marquita D.

Lengyel, Richard P.

Lewis, Norman D.

Lindsey, Vertis

Little, Shirley

Lococo, Anthony M.

Mac Neil, Michael D., Jr.

Mahone, David B.

Malas, Maryann

Manning-Evans, Mary E.

Mason, Bruce and Allstate Insurance Company

McClendon, J.D. Essie and Chadwick Enterprises, Incorporated

Means, Alfred

Meyer, Gayle M. and U.S.A.A.

Miller, Candice

Morsell, Eutopia

Moshos, George and Anna and U.S. Fidelity and Guaranty

Nabors, Demaris A.

Nebojsa, Niketic

Ngo, Giang T. and State Farm Insurance Company

Nibert, Mike

O'Malley, Stephen A.

Palacios, Felipe, Jr.

Patrianakos, Dimitrios

The Peoples Gas, Light & Coke Company (3)

Piller, Gerhard and Diana

Pratt, Barbara Jean

Przygoda, Robert Thomas

Pyrek, Ed

Quinn, James and American Family Insurance

Robinson, Cassandra

Rowland, Mike J.

Sabella, Laura

Sahout, Zuhair and State Farm Insurance Company

Said, Chief Fatai

Sauzo, Francisca G. and State Farm Insurance Company.

Seals, Donald V.

Sotelo, Maria V.

Steta, Boris

Styrczula, Janina

Swidergal, John

Tanase, Elena

Tannehill, Martin Jerome

Tatari, Fadi

Thompson, Bennie C.

Thurmond, William

Tribolet, James Robert

Turner, Melody Leonette

Vance, Gloria

Walker, Ida M.

Wallace, Sonja M.

Watts, Bobbie

Weitzel, Erik K.

Williams, Grannis

Winfrey, Willa L.

Wojcik, Selma A.

Wolodko, Lilianna and Illinois Farmers Insurance

Wright, Linda Diane and Valor Insurance Company

Yost, Stephen II and Stephen R. Yost, Attorney

Ziyun, Zeng and State Farm Insurance Company,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Do Not Pass -- CONDOMINIUM REFUSE REBATE CLAIM.

The Committee on Finance submitted the following report:

CHICAGO, February 7 1996.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on January 10, 1996 a claim, as follows:

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
9th	Eden Green Townhouse Co-op	93-C	01-10-96	$29,145.00

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Do Not Pass -- SUNDRY CLAIMS FOR SEWER REBATES.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Finance, Sewer Rebate Division, to which was referred on January 24, 1994 and on subsequent dates, sundry claims as follows:

Addison, Robert G.

Arslan, Harry K., Jr.

Borowitz, Gene H.

Buchninder, Henry M.

Cannalte, Santrew C.

Clemensen, Joyce W.

Cross, Bernice

Currens, Gerald E.

Cuzas, Casimira

Demeros, Martha

Diederichs, Janet W.

Downing, Robert A.

Era, Luis F.

Feldmar, Sam J.

Foley, Gertrude

Frank, Irene A.

Fredo, Mazie

Giambalvo, Nunzio A.

Gilbert, Arnold

Gimbel, Odell

Grimes, Robert E.

Haber, Dorothy R.

Hakman, Jack P.

Hoffmann, Paul W.

Janis, Martin E.

Jarolim, Carl

Keck, William

Kronenberg, H.

Krupa, Celia

Laken, Eddie

Lowe, Beatrice J.

Manuel, Annie

Maros, Georgia

Marvin, Arthur

McDermott, Robert B.

McGrath, Margaret M.

Michaels, Jack

Miller, Mathlyn H.

Mills, Rosalie

Moroney, William

Morrell, Frank

Morrill, Margaret E.

Moss, Joseph

Novick, Bernice M.

Ontiveros, Daniel

Paris, Christel I.

Pater, Stanislaw

Peterson, Lucille S.

Pinkus, Tola

Ress, John

Rizzo, Catherine M.

Rizzo, Sara S.

Robicsek, Otto A.

Robinson, Clara E.

Sawicki, Leoradia

Schachner, Lou Ann

Schauer, Marie M.

Schultz, Corinne G.

Sher, Harry

Sobrero, Aguiles J.

Spellberg, Anna R.

Staley, Augustus

Steiner, Robert L.

Verson, Louise L.

Waldman, Alvin

Weiss, Josephine B.

Weltman, Ruth G.

Wilson, Ruth

Young, Dorothy R.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, February 7, 1996.

To the President and Members of the City Council:

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

A. Misericordia, April 25 -- 26, 1997 -- citywide;

B. Dance Marathon -- Make-A-Wish Foundation, February 16, 1996 -- citywide;

C. Polish Legion of American Veterans, May 18 and 19, 1996 -- citywide;

D. Junior Cancer League, May 3 and 24, 1996 -- citywide;

E. Chicago Youth Centers, May 16 -- 18, 1996 -- citywide; and

F. VietNow Heartland Chapter, various dates in 1996 -- citywide,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

COMMITTEE ON AVIATION.

AUTHORIZATION FOR EXECUTION OF AMENDMENT TO CARGO BUILDING SITE LEASE WITH UNITED PARCEL SERVICE COMPANY AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on December 13, 1995) at the request of the Commissioner of Aviation, transmitting an ordinance authorizing the execution of an amendment to the cargo building site lease dated as of February 2, 1989 between the City of Chicago and United Parcel Service Co., begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 municipal corporation existing within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and 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 rights and privileges with respect thereto; and

WHEREAS, The City and United Parcel Service Company ("Airline") are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease ("Use Agreement") dated as of May 12, 1983; and

WHEREAS, The City and the Airline are also parties to a cargo building site lease dated as of February 2, 1989 ("Lease"); and

WHEREAS, The Airline desires to lease an additional 10,190 square feet of premises under the Lease; and

WHEREAS, The City is willing to make such increase of square footage of the Airline's leased premises under the Lease; and

WHEREAS, Section 27.01 of the Use Agreement provides that the City will not grant more favorable rights or privileges to similarly situated air carriers; and

WHEREAS, It is necessary and advisable to amend the Lease in certain respects in order to satisfy Section 27.01 of the Use Agreement; 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, 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, an agreement with the Airline to amend the Lease, such amendment to be in substantially 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 referred to in this ordinance reads as follows:

Exhibit 1.

Amendment.

This amendment to the Cargo Building Site Lease made and entered into as of the second (2nd) day of February, 1989, by and between the City of Chicago, a municipal corporation and home rule unit existing under the Constitution of the State of Illinois ("City"), and United Parcel Service Co. ("Airline"), a corporation organized and existing under and by virtue of the laws of the State of Ohio and registered to do business in Illinois, is made and entered into as of this ____ day of _____ 1996, by and between the City and the Airline.

Recitals.

Whereas, The City owns and operates the airport known as Chicago O'Hare International Airport ("Airport"), and has the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, The City and the Airline are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease ("Use Agreement") dated as of May 12, 1983; and

Whereas, The City and the Airline are also parties to a Cargo Building Lease dated as of February 2, 1989 ("Lease"); and

Whereas, The Airline desires to add ten thousand one hundred ninety (10,190) square feet to the premises leased under the Lease; and

Whereas, The City is willing to make such increase in square footage of the premises; and

Whereas, Section 27.01 of the Use Agreement provides that the City will not grant more favorable rights or privileges to similarly situated air carriers; and

Whereas, It is necessary and advisable to further amend the Lease in certain respects in order to satisfy Section 27.01 of the Use Agreement.

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

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

Section 2. The Lease is hereby amended by deleting Exhibit A dated December 15, 1988 in its entirety and substituting the Exhibit A dated September 20, 1994 attached hereto as Attachment 1.

Section 3. Section 1.01 of the Lease is hereby deleted in its entirety and is replaced with the following language:

"1.01 Lease of Premises. The City hereby leases to the Airline, and the Airline hereby leases from the City, the land depicted on Exhibit A hereto (the 'Demised Premises'), which land consists of three hundred seventy-eight thousand three hundred ninety (378,390) square feet, together with the facilities, rights and privileges hereinafter described. The City shall use its best efforts to deliver possession of the Demised Premises to the Airline no later than the date of execution of this Lease. The date on which the City actually delivers to the Airline the possession of the Demised Premises is referred to herein as the 'Delivery Date'. The City will take field measurements of the Demised Premises, and Exhibit A shall be amended, if necessary, to reflect such field measurements without need for further action by City or Airline."

Section 4. Section 3.01(a) of the Lease is hereby deleted in its entirety and is replaced by the following language:

"(a) At such time and in such manner as set forth in subsection (b) the Airline shall pay to the City rent calculated in the following manner:

$0.45 per square foot per year for three hundred seventy-eight thousand three hundred ninety (378,390) square feet.

Rent payable on the ten thousand one hundred ninety (10,190) square feet of land leased to the Airline pursuant to an ordinance dated _____ shall be effective as of _____."

Section 5. Section 3.01(c) of the Lease is hereby deleted in its entirety and replaced with the following language:

"(c) Rent payable hereunder shall be increased beginning on the January 1 following the fifth (5th) anniversary date of this Lease, and on January 1 every five (5) years thereafter by multiplying the rent by a fraction, the numerator of which is the Producer Price Index/All Commodities ('P.P.I.') published by the United States Department of Labor, Bureau of Labor Statistics (January 1982 = 100) for the month of December preceding said January 1, and the denominator of which is the P.P.I. for the first (1st) year of this Lease. Each yearly period for which the P.P.I. is to be recalculated hereunder shall be referred to herein as a 'Recalculation Period'. Upon receipt by the Airline of written notice from the Commissioner, rent, as so adjusted, shall be paid in the manner set forth in subparagraph (b) above.

If the Department of Labor substantially modifies the manner in which the P.P.I. is determined, then the City shall adjust the revised index in order to produce results as nearly equivalent as are possible to the results which would have been obtained if the method of determining the P.P.I. had not been modified. If the P.P.I. is discontinued or otherwise becomes unavailable to the public, the City shall substitute therefor a comparable index, which index shall be based upon changes in the cost of living or purchasing power of the consumer dollar, and shall be published by any other governmental agency or department. If no such government-published index is available, a comparable index published by a recognized financial institution, financial publication, or university shall be substituted. The selection of a substitute index shall be made by the City, in the sole discretion of the City.

If the computation of the aforesaid increase in rent cannot be completed until after the beginning of a Recalculation Period, the Airline shall continue to pay rent at the then current rate until the information for completing the computation is available. Any shortfall in prior rental payments determined by said computation shall be paid to City within sixty (60) days after Commissioner supplies the Airline with said computation."

Section 6. This amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7. This amendment constitutes the sole change to the Lease. No other terms or conditions are modified and no other changes shall be implied herefrom.

Section 8. This amendment was authorized by ordinance passed by the City Council of the City on _____ Council Journal of Proceedings, page _____).

[Signature forms attached to this amendment omitted for printing purposes but on file and available for public inspection in the office of the City Clerk.]

[Attachment I referred to in this amendment printed on page 15366 of this Journal].

AMENDMENT OF ORDINANCE WHICH TRANSFERRED CERTAIN POWERS AND DUTIES PREVIOUSLY DELEGATED TO COMMISSIONER OF DEPARTMENT OF PUBLIC WORKS.

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith. The ordinance that passed on December 11, 1991 (Council Journal of Proceedings, page 10833) shall be and is hereby amended so as to specify that, included within the powers delegated to the Departments of Transportation, General Services, Aviation, and Planning and Development upon the abolition of the Department of Public Works, are those powers and duties as may then have or may now exist under ordinances authorizing the acquisition of real estate. In addition, Parcel 50 is referenced in the ordinance to provide clarity in this matter as it pertains to ongoing negotiations to acquire this parcel for airport use.

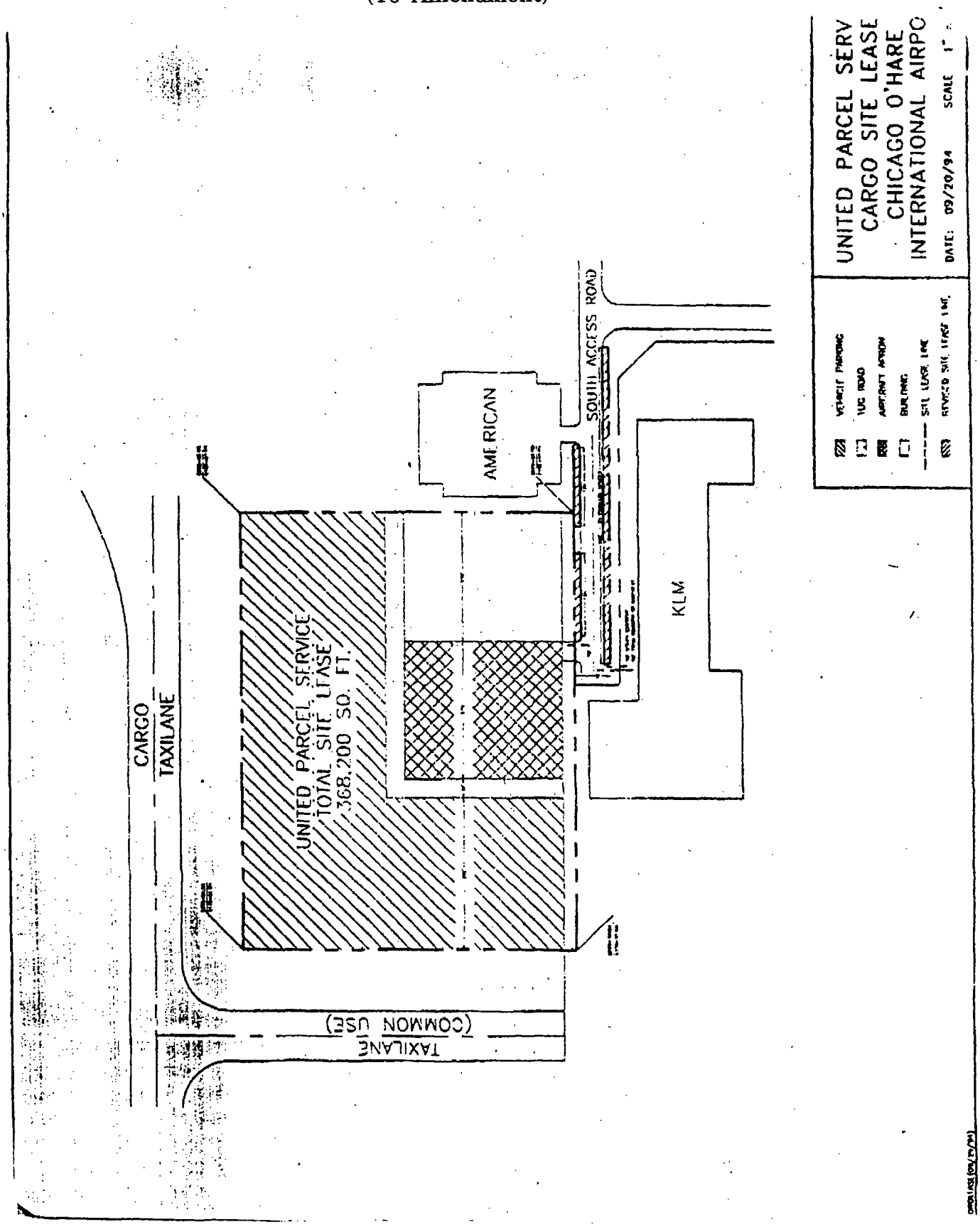
This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

(Continued on page 15367)

Attachment I.
(To Amendment)



(Continued from page 15365)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, On September 9, 1987, the City Council passed a certain ordinance appearing at page 3444 of the Journal of the Proceedings, which ordinance determined that it was useful, desirable and necessary that the Commissioner of Public Works acquire for the City certain parcels of land for a clear zone around Midway Airport by negotiation or by condemnation; and

WHEREAS, Among those parcels designated for acquisition was Parcel 50; and

WHEREAS, The Department of Public Works has been abolished since the passage of said ordinance; and

WHEREAS, Pursuant to an ordinance passed December 11, 1991 and effective January 1, 1992, as appearing on page 10833 of the Journal of Proceedings, the Commissioners of the Departments of Transportation, General Services, Aviation, and Planning and Development succeeded to the powers and duties of the former Commissioner of Public Works under certain specified agreements, to the extent that the subject matter of such agreements were within the scope of the power and duties of the respective commissioners under the Municipal Code of Chicago as of said date; and

WHEREAS, It is necessary and desirable to provide and clarify that, included within the powers and duties delegated to the Departments of Transportation, General Services, Aviation, and Planning and Development upon the abolition of the Department of Public Works are such powers and duties as were then or may now be existing under ordinances authorizing the acquisition of real estate; and

WHEREAS, The Department of Aviation now has jurisdiction over acquisition of real estate for airport related uses; and

WHEREAS, The said Parcel 50 has still not been acquired by the City; and

WHEREAS, It is still useful, desirable, and necessary that the City acquire Parcel 50 for a clear zone around Chicago Midway Airport, and for uses ancillary to Chicago Midway Airport; now, therefore,

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

SECTION 1. The ordinance passed on December 11, 1991, as appearing on page 10833 of the Journal of Proceedings shall be, and is hereby, amended so as to specify that included within the powers delegated to the Departments of Transportation, General Services, Aviation, and Planning and Development upon the abolition of the Department of Public Works are those powers and duties as may then have or may now exist under ordinances authorizing the acquisition of real estate.

SECTION 2. That any actions that have been taken by the Commissioners of Transportation, General Services, Aviation, and Planning and Development with respect to the acquisition of real estate under ordinances originally authorizing acquisition by the Department of Public Works are hereby ratified.

SECTION 3. That the ordinance is effective immediately upon its passage and shall be retroactive in its effect to January 1, 1992.

AUTHORIZATION TO ENTER INTO GRANT AGREEMENTS FOR IMPLEMENTATION OF SOUND INSULATION PROJECTS AT CERTAIN SCHOOLS IN VICINITY OF CHICAGO O'HARE INTERNATIONAL AND CHICAGO MIDWAY AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed amended ordinance transmitted herewith authorizing intergovernmental agreements for school soundproofing grants in the vicinity of Chicago O'Hare International and Chicago Midway Airports.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 Article VII, Section 1 of the 1970 Constitution of the State of Illinois ("Constitution"), having a population in excess of twenty-five thousand (25,000), and is a home rule unit of local government under Article VII, Section 6(a) of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates an airport commonly known as Chicago O'Hare International Airport ("Airport"); and

WHEREAS, The City in the past has contributed Airport revenues toward a noise abatement program of the Federal Aviation Administration ("F.A.A."), which program has provided funding for the sound insulation of schools in the vicinity of the Airport; and

WHEREAS, The City now desires to institute a sound insulation program substantially similar to the F.A.A. program with an estimated total cost of Ninety Million Dollars ($90,000,000), which program will provide funding for sound insulation projects for approximately twenty-five (25) through thirty-five (35) schools, approximately seventy-five percent (75%) of which are within an area of day/night average sound level ("D.N.L.") of sixty-five (65) decibels, or which are significantly impacted by noise as determined by sound attenuation tests which demonstrate that with reasonable sound insulation measures the interior decibel level can be decreased to achieve an average forty-five (45) decibel level during the school day ("Program"); and

WHEREAS, Pursuant to his authority under an ordinance passed by the City of Chicago on January 12, 1993, published at pages 27791 -- 27794 of the Journal of Proceedings of the City Council, the Commissioner of Aviation ("Commissioner") has filed an application with the F.A.A. to use passenger facility charges, as defined in such ordinance, to fund the Program; and

WHEREAS, The City wishes to enter into certain grant agreements with the legal governing authorities of such schools in order to facilitate commencement of the Program during the schools' summer recess of 1996; now, therefore,

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

SECTION 1. The City Council hereby adopts the statements contained in the preamble as if expressly set forth herein.

SECTION 2. The Commissioner is hereby authorized to enter into grant agreements with the legal governing authorities, which may include other governmental entities, of those schools in the vicinity of the Airport which meet the criteria for participation in the Program and which have submitted to the Commissioner satisfactory applications for such grant agreements. The form of the grant agreements will be substantially as attached hereto as Exhibit A; however, the Commissioner is hereby authorized to make changes thereto which are consistent with the intent of this ordinance and which are acceptable to the Corporation Counsel as to form and legality.

SECTION 3. The Commissioner is hereby further authorized to take, directly or indirectly, such other actions as may be necessary or desirable to administer and implement the Program and such grant agreements, including without limitation: to issue criteria, guidelines, and instructions for participation in the Program; to develop application forms and other forms; to disburse payments to grantees pursuant to the terms of such grant

agreements using such Airport revenues as may be available in an amount not to exceed Twenty Million Dollars ($20,000,000); and, upon F.A.A. approval of the use of passenger facility charges, to reimburse such other Airport revenues using such passenger facility charges or proceeds of bonds secured thereby and to disburse further payments to grantees pursuant to the terms of such grant agreements using such passenger facility charges or proceeds of bonds secured thereby.

SECTION 4. If any section, paragraph, clause, or other provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or other provision shall not affect any remaining section, paragraph, clause, or provision of this ordinance.

SECTION 5. This ordinance shall be in full force and effect as of the date of its passage and approval.

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

Exhibit "A".

City Of Chicago

Department Of Aviation

Grant Agreement.

This Grant Agreement is entered into as of this ____ of _____, 1996, by and between the City of Chicago ("City"), acting through its Commissioner" of Aviation ("Commissioner") and _____ ("Grantee") acting in its capacity as the legal governing authority of _____ school ("School") located at _____.

Whereas, On _____, 1996, the City of Chicago passed an ordinance, published at pages _____ through _____ of the Journal of Proceedings of the City Council, authorizing the Commissioner to implement a program to fund sound insulation projects at certain schools in the vicinity of O'Hare International Airport through grant agreements ("Program"); and

Whereas, Grantee has submitted to the Commissioner an application, including all assurances, statements, representations, warranties, covenants, and agreements contained therein or attached thereto, to participate in the Program ("Grant Application"), which Grant Application

is hereby incorporated by reference as if fully set forth herein and which Grant Application the Grantee does hereby ratify and adopt; and

Whereas, The Commissioner has reviewed the Grant Application and has determined that the School may receive grant funds hereunder, subject to compliance with the terms and conditions set forth herein;

Now, Therefore, In consideration of: (a) the Grantee's ratification and adoption of the Grant Application and Grantee's agreement with the terms and conditions of this Grant Agreement; and (b) the benefits to accrue to the public from the proposed sound insulation project at the School, the parties hereby agree as follows:

A. Incorporation Of Recitals.

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

B. Project.

1. General. The project is the design and construction of sound insulation measures for those areas of the School used for educational purposes in order to reduce the average interior noise level in such areas to forty-five (45) decibels during normal school hours (the "Project"). Such measures shall be designed to achieve the foregoing goal in the most cost efficient and time efficient manner and may include: installation of heating and air conditioning systems, replacement of existing windows and exterior doors with sound insulating windows and doors, the addition of insulation to exterior walls and ceilings, and the addition of baffling devices to exterior vents. For purposes of this Grant Agreement, "areas of the School used for educational purposes" shall be limited to classrooms, libraries, and other areas justified by Grantee and approved by the Commissioner as used for educational purposes. Unless so justified by the Grantee and approved by the Commissioner, the following areas of the School expressly are not considered to be used for educational purposes and are ineligible for use of grant funds: gymnasiums, cafeterias, hallways, and administrative offices.

2. Phases. The Project shall be conducted in two phases: design and construction. The design phase shall be effective upon execution of this Grant Agreement by both parties. The commencement of the construction phase is expressly contingent upon the following conditions precedent having been met, as evidenced by notice in writing from the Commissioner:

a. Federal Aviation Administration approval of the use of passenger facility charges to fund the Program; and

b. Grantee's and its design professional's compliance with the terms and conditions of this Grant Agreement relating to design.

Grantee expressly acknowledges and agrees that nothing herein constitutes a promise or representation, express or implied, by the City, its officials, employees, or agents that the foregoing conditions precedent to the construction phase will be met. Any construction related costs incurred or construction contracts let by Grantee prior to written notification from the Commissioner that such conditions precedent have been met shall be at Grantee's sole risk. Such costs shall not be subject to payment under this Grant Agreement, unless the Commissioner, in his sole discretion, agrees in writing to allow such payment.

3. Design professional. The design professional(s) engaged by the Grantee for the Project shall possess such licenses and permits as may be required by federal, state or local law, and shall be qualified to design, develop and furnish plans, specifications, time schedules, cost estimates, and any other deliverables reasonably necessary for a project of the nature and scope of the Project.

4. Design deliverables. Plans, specifications, time schedules, cost estimates and any other deliverables produced using grant funds will be subject to review by the Commissioner. Any such plans, specifications, time schedules, cost estimates or other deliverables which do not exhibit satisfactory compliance with the strictest professional standards, which indicate that the Project as designed will not achieve the goals of the Program, or which indicate that the Project design will not lead to cost efficient or time efficient construction, will be subject to rejection and may be grounds for denial of payment hereunder. Among the deliverables to be furnished by the design professional shall be a summary report setting forth the general analysis and explanation of reasons for design choices. This report shall be submitted to the Grantee and the Commissioner as soon as possible, but no later than with the submission of preliminary plans and specifications. This report shall include, at a minimum, the following information:

a. Cost estimate for implementation of the Project, with line item identification of major component and system costs.

b. A summary of computations directed towards achieving the design objective of an average interior noise level in areas used for educational purposes of forty-five (45) decibels during normal school hours.

c. Specific reasons for the selection of components and systems for the Project, accompanied by a discussion of service records for such components and systems and comparison with alternatives in terms of performance and cost.

d. Clear delineation of components and systems desired by the School for areas of the School not used for educational purposes.

e. Identification of proposed asbestos abatement methods, if applicable, and comparison to alternative abatement methods.

Upon completion of final design, the design professional shall revise the report as necessary and provide such revised report to the Grantee and the Commissioner in conjunction with other final design deliverables.

5. Construction contractor. If the Project proceeds to construction, the contractor engaged by the Grantee for the Project shall possess such licenses and permits as may be required by federal, state or local law, shall be qualified to construct and install the sound insulation measures as designed, and shall be able to provide reasonable warranties on such construction and installation.

C. Grant.

The City will pay out of Fund Number _____ the allowable costs for the Project in accordance with the terms of this Grant Agreement, but unless otherwise approved in writing by the Commissioner, such payments shall not exceed $_____ for the design phase and $_____ for the construction phase. At the completion of the design phase, the foregoing maximum amount for the construction phase may be adjusted based upon the final design deliverables as approved by the Commissioner. It is mutually understood and agreed that if, during either phase of the Project, the Commissioner determines that the maximum grant obligations of the City set forth above exceed the expected needs of the Grantee by at least five percent (5%), the maximum grant obligation of the City can be unilaterally reduced by letter from the Commissioner advising of the change.

D. Payment Of Allowable Costs.

1. Allowable costs. Only allowable costs will be paid under this Grant Agreement. Allowable costs are those out-of-pocket costs which are allocable to the Project, which are necessary and reasonable for satisfactory design or construction of the Project, as applicable, and which are supported and substantiated as having been actually incurred. Unless otherwise agreed by the Commissioner, allowable costs shall not include any administrative costs of the Grantee or any costs which the Commissioner determines would not have been allowable costs under federal law or regulations if federal funds had been used on the Project. Contracts which provide for profit as a percentage of cost are expressly prohibited.

2. Substantiation. The Grantee shall keep Project accounts and records which fully disclose by amount and recipient the disposition of the grant funds, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. Such accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit and shall be maintained for a period of at least three (3) years following completion of the Project. The applicant shall make such accounts and records available for audit by the City or its auditors during reasonable business hours. Final determination of payment will be based upon the final audit of the total amount of allowable costs, and settlement will be made for any upward or downward adjustments.

3. Disbursement. Disbursement of payments will be made pursuant to and in accordance with such procedures as the Commissioner may prescribe.

E. General Conditions.

1. Timely completion. The Grantee shall cause the design and, if applicable, construction of the Project to be completed without undue delays and in accordance with the terms hereof. Further, the Grantee shall comply, and shall cause its design professionals and contractors to comply, with all applicable federal, state, and local laws, regulations, and procedures, whether or not specified herein.

2. No City liability for results. The City has no responsibility or liability for the design or construction of the Project. Any review by the Commissioner of plans, specifications, time schedules,

cost estimates or other deliverables prepared by the design professional and any inspection of construction shall be for purposes of determining compliance with this Grant Agreement and shall not be for the purpose of identifying errors or omissions or defects. Any approval by the Commissioner is intended only to signify compliance with this Grant Agreement and shall not be deemed to signify any verification or warranty as to the quality of such documents or such construction. Notwithstanding the foregoing, the Commissioner reserves the right to notify the Grantee that there are apparent errors or omissions in design or defects in construction, that it does not appear that the design or the construction will achieve Program goals, that the design or construction appears to include areas not used for educational purposes, or that there is any other matter of concern to the Commissioner relating to Grantee's compliance with this Grant Agreement. Such notice shall not impose any duty on the City to develop, provide, or suggest a cure for the concern so identified. Failure to respond promptly to such notice to the satisfaction of the Commissioner shall constitute an event of default hereunder.

3. No misuse of grant funds. The Grantee shall take all steps, including litigation if necessary, to recover grant funds spent fraudulently, wastefully, in violation of any federal, state, or local law, statute, ordinance, or regulation, or which are misused in any other manner. For the purposes of this Grant Agreement, the term "grant funds" means funds, however used or disbursed by the Grantee, that were originally paid pursuant to this or any other grant from a government entity. Grantee shall obtain the approval of the Commissioner as to any determination of the amount of the City share of such grant funds. Grantee shall return the recovered City share, including funds recovered by settlement, order or judgment, to the City. Grantee shall furnish to the Commissioner, upon request, all documents and records pertaining to the determination of the amount of the City share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee in court or otherwise, involving the recovery of such City share shall be approved in advance by the Commissioner.

4. Indemnity. The City shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, the Project or compliance with this Grant Agreement or which may arise from the acts or omissions of Grantee's officers, agents, employees, consultants, contractors, subcontractors or licensees. The Grantee hereby agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents against any action, claim, or demand for

any such damage or injury. The Grantee shall maintain and keep in force, at its sole cost and expense, at all times throughout the term of this Grant Agreement, insurance of such amounts and of such type that is normal, customary and adequate to protect it in the performance of its obligations under this Grant Agreement.

5. Commissioner's representatives. The Commissioner may, at his discretion, designate other officials, employees, agents or consultants of the City to administer this Grant Agreement on his behalf. Whenever this Grant Agreement requires notice to, submittal to, review by, or approval of the Commissioner with respect to a matter, it shall be deemed to mean the Commissioner or the representative designated by him to act on his behalf with respect to that matter.

F. Default.

1. Events of Default. The occurrence of one or more of the following events shall constitute an "Event of Default":

   a. the failure of the Grantee to perform, keep or observe any of its covenants, conditions, promises, assurances, agreements or obligations under this Grant Agreement; or

   b. the making or furnishing by the Grantee to the City or any other governmental entity any representation, warranty, certificate, schedule, report or other communication within or in connection with this Grant Agreement or any other grant which is untrue or misleading in any material respect; or

   c. any other event specified to be an Event of Default hereunder.

2. Remedies.

   a. Upon the occurrence of an Event of Default, the Commissioner may terminate this Grant Agreement by giving notice to the Grantee thirty (30) days prior to such termination at the address specified on the execution page below, and stating the nature of such default. In the event that the Grantee does not cure such default within the thirty (30) day notice period, such termination shall become effective at the end of such period. Payments hereunder may, at the

Commissioner's sole discretion, be suspended during such thirty (30) day period.

b. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of this Grant Agreement or may be awarded damages for failure of performance, or both.

In Witness Whereof, The parties have set their hands this ____ day of _____, 1996.

City

By: _____
David R. Mosena,
Commissioner of Aviation

Grantee

By: (Official Representative of Grantee)

(Name)

(Title)

Address for Delivery of Notice:

Attest: _____

Title: _____

Certificate Of Grantee's Attorney.

I, _____, acting as Attorney for the Grantee, do hereby certify:

1. The Grantee is the legal governing authority for the School under the laws of the State of Illinois.

2. I have examined the foregoing Grant Agreement and the actions taken by Grantee and Grantee's official representative have been duly authorized and the execution thereof in all respects is due and proper, is in accordance with the laws of the State of Illinois, and constitutes a legal, binding obligation of the Grantee in accordance with the terms thereof.

3. For grants involving projects to be carried out on property not owned by the Grantee, there are no legal impediments that will prevent full performance by the Grantee.

Date at _____ this ____ day of ____, 1996.

_____
(Signature of Grantee's Attorney)

Assurances.

A. General.

1. These assurances are required to be submitted as part of each grant application ("Grant Application") requesting funds under the provisions of the ordinance regarding grant agreements for the design of sound insulation projects at schools, as passed by the City Council of the City of Chicago on _____ and as published on pages _____ through _____ of the Journal of the Proceedings of the City Council.

2. These assurances shall be incorporated in and become part of the grant agreement resulting from this Grant Application ("Grant Agreement") and, in such event, "applicant" shall be deemed to mean "Grantee".

3. The Project shall be conducted in two phases: (a) design, and (b) construction. Funding of the design phase shall be effective upon execution of the Grant Agreement by both parties. Unless otherwise agreed in writing by the Commissioner, funding of the construction phase is expressly contingent upon approval by the Federal Aviation Administration to use passenger facility charges to fund the Project and is further contingent upon applicant's and its design professional's compliance with the terms and conditions of the Grant Agreement relating to design. The applicant

expressly acknowledges and agrees that nothing herein constitutes a promise or representation, express or implied, by the City, its officials, employees, or agents that the foregoing conditions precedent to the funding of construction will be met.

B. Applicant Certification.

The applicant hereby assures and certifies the following:

1. The applicant has legal authority to apply for the grant on behalf of the school and to finance and carry out the proposed Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of this Grant Application, including all representations, warranties, understandings, assurances, and certifications contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the Grant Application and to provide such additional information as may be required.

2. The building to be sound insulated is either owned by the applicant or is held by the applicant under a long-term leasehold and there are no plans at the time of the Grant Application to use the building for any purpose other than as a school. If the Project is to be carried out on property which is owned by an entity other than the applicant, the applicant shall obtain from such entity a written declaration that such entity supports the Project and the Project is reasonably consistent with the entity 's plans regarding the property.

3. The applicant will not, except with the written approval of the Commissioner, enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Grant Agreement.

4. The applicant acknowledges that it shall be the duty of every applicant for certification of eligibility for a City program, and all officers, directors, agents, partners and employees of any such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of the City of Chicago. The applicant understands and shall abide by all provisions of Chapter 2-56.

5. Except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of the City of Chicago (Chapter 2-156), no member of the governing body of the City of Chicago or other unit of federal, state or local government and no other officer, employee, or agent of the City of Chicago or other unit of federal, state or

local government will be permitted to have any personal or financial interest, direct or indirect, in the Project.

C. Contracting Requirements.

1. Applicants which are units of government will comply with all applicable laws and regulations governing their procurement process, including without limitation any such laws or regulations addressing qualifications-based selection of architects and engineers and advertised bids for construction.

2. Applicants which are not units of government will use solicitation methods reasonably designed to foster competition. Contracts for design professional services should be awarded to the most qualified proposer whose proposal is most advantageous for the Project. Contracts for construction should be awarded to the lowest responsible bidder. In no event shall a contract be awarded to a person or entity which is debarred, suspended, or otherwise ineligible to be awarded a contract by the federal, state, or a local government.

3. The applicant agrees to include in each contract funded with grant proceeds such terms and conditions as may be required by law, statute, ordinance, or regulation, including without limitation provisions regarding non-discrimination, compliance with laws governing access for persons with disabilities, and compliance with laws governing removal and disposal of asbestos containing materials. Each contract shall also contain such other terms and conditions as reasonably protect the interests of the applicant and the City and encourage the timely completion of the applicable phase of the Project at reasonable cost. Such terms and conditions may include without limitation warranties, performance and payment bond requirements, insurance requirements, indemnities and liquidated damages. Any indemnification or insurance provided by the applicant or any design professionals, contractors or subcontractors on the Project, shall also indemnify the City or name the City as an additional insured, as the case may be. Any liquidated damages for late performance will be applied against costs for which payment is sought under the Grant Agreement.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENTS WITH CERTAIN MUNICIPALITIES AND COUNTY OF COOK FOR ESTABLISHMENT OF MIDWAY NOISE COMPATIBILITY COMMISSION.

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing the execution of intergovernmental agreements between the City of Chicago, certain municipalities and Cook County to establish the Midway Noise Compatibility Commission.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 local government under Section 6 of Article VII of the Illinois Constitution of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to (i) the City's home rule powers under the Illinois Constitution of 1970, (ii) Article VII, Section 10 of the Illinois Constitution of 1970, and (iii) the Intergovernmental Cooperation Act, 5 ILCS 2201, et seq.,

as amended, the City has the power and authority to enter into an intergovernmental agreement ("Agreement") with certain other municipalities and with Cook County ("County") as further described herein; and

WHEREAS, The City owns and operates the airport commonly known as Chicago Midway Airport ("Midway"); and

WHEREAS, The purpose of the Agreement is to establish the Midway Noise Compatibility Commission ("Midway Commission") with the powers set forth in the Agreement to (i) determine the noise compatibility projects to be implemented in the Midway Affected Area (as defined in the Agreement) and (ii) advise the City concerning Midway-related noise issues; and

WHEREAS, It is necessary, essential and in the best interest of the inhabitants of the City that the City enter into the Agreement with the County and the municipalities located in the Midway Affected Area in order to achieve the purposes set forth therein; now, therefore,

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

SECTION 1. Findings. The City Council adopts as legislative findings the recitals contained in the preambles to this ordinance and incorporates them into this ordinance by this reference.

SECTION 2. Approval and Execution of Agreement. The Agreement, in the form included as Exhibit A to this ordinance, is hereby approved and enacted and made a part of this ordinance and the Commissioner of the Department of Aviation ("Commissioner") is hereby authorized to enter into, execute and deliver a counterpart of the Agreement with each Participant (as defined in the Agreement) in substantially the form included as Exhibit A hereto.

SECTION 3. Passenger Facility Charges. The City shall pay the sums described in Appendix A to the Agreement, to be allocated by the Commissioner from Approved P.F.C.'s (as defined in the Agreement) collected at Midway, for the purposes described in Appendix A to the Agreement.

SECTION 4. Authorized Officers. This ordinance is adopted in accordance with the powers of the City enumerated in the preambles to this ordinance. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Agreement. In particular, the Commissioner and all other City officials, employees and agents are authorized to take such steps as may be necessary or desirable to fulfill the City's obligations under the Agreement, including the actions described in Appendix A to the Agreement with respect to the Federal Aviation Administration (the "F.A.A."); and to

prepare, execute and deliver, subject to the approval of the Chief Financial Officer and the Corporation Counsel as to form and legality, such agreements, applications, instruments, reports, assurances and other documents as may be required by the F.A.A. or otherwise needed to implement the objectives or obligations set forth herein or in the Agreement. The Commissioner also is authorized to consent to and execute amendments to the Agreement (i) that would provide for the inclusion of additional Participants, or would otherwise revise the composition of the Midway Commission, provided that following the execution of any such amendment a majority of the members of the Midway Commission shall be appointed by the mayor of the City of Chicago and (ii) that would permit the unilateral withdrawal of any Participant upon such terms and conditions as the Commissioner may determine appropriate and reasonable, with the Commissioner's execution of any such amendment evidence of his or her determination.

SECTION 5. Supremacy; Severability. 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 and the Agreement 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. Effectiveness, This ordinance shall be in full force and effect immediately upon its passage and approval. The Agreement shall take effect as provided therein.

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

Exhibit "A".

Intergovernmental Agreement Relating To The Midway Noise Compatibility Commission.

This Agreement is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970 and _____, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Participant agree as follows:

Section 1. Establishment Of Midway Commission; Purposes.

The Midway Noise Compatibility Commission is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine the noise compatibility projects to be implemented in the Midway Affected Area and (b) advise the City concerning Midway-related noise issues.

Section 2. Composition And Organization.

(a) The Midway Commission shall consist of the mayor, village president or chief executive officer or other designee of each of the cities and villages in the Midway Affected Area other than the City of Chicago, one county official appointed by the president of the Cook County Board representing the unincorporated areas of Stickney Township in Cook County, and ten (10) members appointed by the mayor of the City of Chicago, provided that no such person shall be eligible to participate as a member of the Midway Commission unless the city, village or county represented by such person has approved and executed a counterpart of this Agreement and provided further that the number of members appointed by the mayor of the City of Chicago is subject to increase as set forth in Section (h)(vi) of Appendix A.

(b) The Midway Commission shall elect annually from its members a chair and a vice-chair and any other officers that it deems necessary.

(c) Except as expressly set forth in this Agreement, the concurrence of a majority of the members of the Midway Commission shall be necessary for the approval of any action by the Midway Commission. A majority of the members of the Midway Commission shall constitute a quorum for the transaction of business. As soon as practicable after the effective date of this Agreement, the Midway Commission shall organize for the transaction of business. The initial organizational meeting of the Midway Commission shall be called by the City upon at least seven (7) days written notice to each Participant. The Midway Commission may establish a schedule of regular meetings, and a special meeting may be called by the City or any two (2) members of the Midway Commission upon at least seven (7) days written notice to the City and each Participant.

Section 3. Midway Commission Powers And Duties.

(a) The Midway Commission may do any of the following:

(1) Determine the noise compatibility projects to be implemented in the Midway Affected Area in cooperation with the City as set forth in Appendix A.

(2) Review and approve recommendations proposed by the City regarding noise reduction programs at Midway including, but not limited to, the use of new technologies and flight patterns, preferential runway usage and the implementation of F.A.A. standard noise abatement, take-off and high altitude approach procedures. No such recommendations shall be submitted to the F.A.A. or implemented by the City without the prior approval of the Midway Commission. The Midway Commission also shall cooperate with the City in seeking agreements with the airlines using Midway and the F.A.A., as appropriate, to reduce aircraft noise through the achievement of a voluntary two-phase ban on night time stage 2 jet aircraft operations, including a self-imposed ban between 11:00 P.M. and 6:00 A.M. beginning in 1995, and between 10:30 P.M. and 6:30 A.M. by the end of 1997. If satisfactory progress is not demonstrated with this voluntary approach, then the City shall take steps to impose mandatory restrictions having the same effect, unless any such action would lead to the termination of an approved passenger facility charge program at Midway.

(3) Advise the City concerning the contents of any amendments to the final Part 150 Plan concerning Midway. The City shall not submit any such amendment to the Midway Part 150 Plan to the F.A.A. without allowing the Midway Commission sixty (60) days to review it and submit written recommendations to the City for consideration.

(4) Adopt by-laws and rules for the conduct of its meetings consistent with the powers enumerated herein.

(b) A record of proceedings and documents of the Midway Commission shall be maintained, which shall be available for inspection by each member of the Midway Commission and the public as permitted by law. The accounts of the Midway Commission shall be subject to an annual audit by a qualified independent public accountant.

(c) The powers and duties of the Midway Commission shall be limited to those expressly set forth in this section.

Section 4. Term Of Agreement.

This Agreement shall be effective _____, 1996, and shall terminate on December 31, 2005 unless otherwise terminated with the written consent of the City and two-thirds ($\frac{2}{3}$) of the Participants. If the Midway Commission or any Participant defaults in the performance of any of its duties or obligations under this Agreement, and such default continues for thirty (30) days after the City notifies the Midway Commission or a Participant, the City may terminate this Agreement, in

the case of a default by the Midway Commission, or terminate the defaulting Participant's participation as a party to this Agreement in case of a default by a Participant.

Section 5. Miscellaneous.

(a) All notices hereunder shall be in writing and shall be given as follows:

If To The City, To:

Commissioner
Department of Aviation
City of Chicago
Chicago O'Hare International Airport
Terminal 2/Mezzanine
Chicago, Illinois 60666
Fax: Fax number omitted for printing purposes

If to a Participant, to the address set forth on the signature page of the counterpart of this Agreement executed by such Participant.

All notices shall be effective upon receipt. Notices given by fax shall be confirmed by mailing a copy thereof, first class postage prepaid. Any party may change the address or addresses for notices to be sent to it by giving notice to the other parties.

(b) No Participant may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Participants.

(c) The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of the Approved Project by a Participant or other Governmental Unit.

(d) This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings, both written and oral, between the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendices A and B are incorporated herein and made a part of this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each

counterpart may vary in order to identify the Participant, its address for notices and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality or county located in the Midway Affected Area shall not require the consent of the Midway Commission or any Participant.

(f) This Agreement shall be governed and construed in accordance with Illinois law.

(g) The approval of two-thirds ($\frac{2}{3}$) of the Participants, and the approval of the City shall be required to amend this Agreement, except as provided in Section (h)(vi) of Appendix A. Notice of any proposed amendment shall be mailed to the members of the Midway Commission at least ten (10) days prior to the meeting of the Midway Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds ($\frac{2}{3}$) of the Participants.

Executed as of this ____ day of _____, 1996.

City of Chicago [Participant]

By: _____ By: _____

Mayor: _____

Appendices "A" and "B" referred to in this Intergovernmental Agreement read as follows:

Appendix "A."
(To Intergovernmental Agreement)

Implementation Of Noise Compatibility Projects.

In connection with the development and implementation of noise compatibility projects in the Midway Affected Area, the City and the Midway Commission shall have the following duties and responsibilities:

(a) The City shall file one or more passenger facility charge applications or amendments to approved passenger facility charge programs with the F.A.A. requesting approval to impose an aggregate of Twenty-two Million Dollars ($22,000,000) of passenger facility charges at Midway over the ten (10) year period from 1996 through 2005 and to use such passenger facility charge revenues to finance noise compatibility projects in the Midway Affected Area that meet the eligibility criteria for passenger facility charge funding. The first such passenger facility charge application or amendment shall be filed no later than one hundred twenty (120) days following the first meeting of the Midway Commission. The City, after consulting with the Midway Commission, shall determine the timing and amounts of all subsequent or additional passenger facility charge applications or amendments. It is understood that Approved P.F.C.s will not be available for use until each such application or amendment is approved by the F.A.A. and such Approved P.F.C.s are collected at Midway.

(b) The Midway Commission shall direct (i) the development of the noise compatibility program for the Midway Affected Area which shall be reflected in each P.F.C. Application that is prepared and filed by the City and (ii) the allocation of Approved P.F.C.s to Governmental Units for Approved Projects in the Midway Affected Area. The Midway Commission shall establish criteria for the equitable allocation of Approved P.F.C.s for Approved Projects in the Midway Affected Area.

(c) The City shall include in each P.F.C. Application allowable administrative costs for the formulation and implementation of Approved Projects. In order to comply with applicable federal requirements, such Approved P.F.C.s shall be used only in accordance with the terms of this Agreement, any assurances made by the City to the F.A.A. and all other applicable federal statutes and regulations and F.A.A. policies.

(d) The City shall retain all necessary powers to satisfy the assurances made to the F.A.A. in connection with each P.F.C. Application. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to transfer Approved P.F.C.s to Participants and other Governmental Units for Approved Projects in the Midway Affected Area on the basis set forth in this appendix. Each Participant and other Governmental Unit that receives Approved P.F.C.s shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records and other documents and shall take all other actions that may be necessary to obtain and maintain F.A.A. approval for the use of Approved P.F.C.s as contemplated in this appendix. Neither the Midway Commission nor any Participant shall take or omit to take any action if such action or omission could result in a violation of any assurances made by the City to the F.A.A. or a violation of any other applicable federal, state or local law, regulation or policy. The City shall not be obligated in

any year to pay or utilize any amounts in excess of the Approved P.F.C.s that are imposed and collected in that year to carry out the purposes of this appendix.

(e) Property owners in the Midway Affected Area shall not be required to pay any portion of the cost of any Approved Project.

(f) Approved Projects outside the City of Chicago shall be implemented through Participants and other Governmental Units located in the Midway Affected Area. A Governmental Unit may request that the City undertake an Approved Project within such Governmental Unit's corporate boundaries. Approved Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed noise compatibility projects in the Midway Affected Area. The City shall provide administrative support and professional and technical assistance to the Midway Commission, each Participant and all other Governmental Units located in the Midway Affected Area in connection with the planning and implementation of Approved Projects. All procurement activities related to Approved Projects shall be undertaken in accordance with applicable law.

(g) The Midway Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix, and also may make grants for such purposes. The Midway Commission may expend any such grants for purposes consistent with this Appendix.

(h) (i) The City shall install and maintain a permanent noise monitoring system (the "System") at and around Midway and Chicago O'Hare International Airports.

(ii) A third party vendor selected by the City with the input of the Midway Commission shall operate the System pursuant to an agreement between the City and the vendor. The Midway Commission may audit the System as it deems necessary.

(iii) The System shall include a minimum of twelve (12) monitoring sites in the Midway Affected Area, plus such number of additional monitoring sites as may be reasonably requested by the Midway Commission or any Participant.

(iv) The correlated data collected by the System shall be made available by the City to the Midway Commission and any Participant that requests such data. The City shall provide reports to the Midway Commission and each Participant based on the data collected by the System.

(v) Neither the Midway Commission nor any Participant shall use, or assist other persons or entities in using, the information provided by the System as a basis for or evidence in any legal or equitable action against the City.

(vi) If the data collected by the System during any continuous six (6) month period occurring at any time during the term of this Agreement indicates that the corporate boundaries of any Participant did not experience aircraft noise levels exceeding sixty-five (65) Ldn., the City shall provide written notice to such Participant that thirty (30) days after the giving of such notice, the Participant no longer shall be deemed to be a party to this Agreement and its role as a Participant shall terminate automatically, without further action by the Midway Commission, the Participants or the City. The termination of any Participant pursuant to this paragraph shall not adversely affect the completion of any Approved Project that commenced prior to the giving of such termination notice by the City. If the data collected by the System during any continuous six (6) month period occurring at any time during the term of this Agreement indicates that the corporate boundaries of any city or village that is not then included in the Midway Affected Area experiences aircraft noise levels attributable to Midway exceeding sixty-five (65) Ldn. the City shall provide written notice to such city or village that thirty (30) days after the giving of such notice, such city or village automatically shall be deemed to be included in the Midway Affected Area and may become a party to this Agreement by executing a counterpart hereof, without further action by the Midway Commission, the Participants or the City. The Mayor of the City of Chicago shall be entitled to appoint one (1) additional member of the Midway Commission for each additional member of the Midway Commission that is added from outside the City as the result of this paragraph (vi).

Appendix "B".

Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Approved PFCs" means the passenger facility charges approved by the F.A.A. to be imposed by the City at Midway and to be used to finance approved projects.

"Approved Projects" means the noise compatibility projects (including administrative costs) in the Midway Affected Area for which the F.A.A. has approved the imposition of passenger facility charges at Midway and the use of passenger facility charges, including but not limited to soundproofing of homes, schools, hospitals, senior centers, nursing homes, libraries and other eligible facilities.

"City" means the City of Chicago. The Commissioner of the Department of Aviation or his or her designee (or any successor thereto) shall have the authority to undertake the City of Chicago's obligations and responsibilities under this Agreement.

"F.A.A." means the Federal Aviation Administration or any successor agency.

"Governmental Unit" means a county, township, municipality, municipal corporation, unit of local government, school district, special district, public corporation, body corporate and politic, forest preserve district, park district and any other local governmental agencies, including any created by intergovernmental agreement among any of the foregoing units.

"Midway" means Chicago Midway Airport.

"Midway Affected Area" means the area contained within (i) the corporate boundaries of the following municipalities: Bedford Park, Bridgeview, Burbank, Cicero, the City, Forest View, Lyons, Stickney and Summit and (ii) the unincorporated areas of Stickney Township in Cook County.

"Midway Commission" means the Midway Noise Compatibility Commission established pursuant to this Agreement and having the composition set forth in Section 2 of this Agreement.

"Part 150 Plan" means a noise abatement and land-use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

"Participant" means, at any time, each city, village or county located in the Midway Affected Area that has executed a counterpart of this Agreement, other than the City.

"PFC Application" means each passenger facility charge application or amendment to an approved passenger facility charge program filed by the City with the F.A.A. pursuant to this Agreement.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF VARIOUS SECTIONS OF MUNICIPAL CODE OF CHICAGO FOR CREATION OF ENFORCEMENT PROCEDURES TO ASSIST IN COLLECTION OF CHILD SUPPORT ARREARAGES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing amendments to various sections of the Municipal Code of Chicago necessary to create enforcement procedures to assist in the collection of child support arrearages, having been presented with a proposed substitute ordinance by the Department of Law, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Financial responsibility, integrity and lawfulness are essential characteristics for operating a business in a manner that serves the public welfare and protects consumers; and

WHEREAS, The many thousands of dollars of unpaid child support obligations are an enormous social problem which threatens the welfare of this City's children and increases the burden on City taxpayers to provide social services for these children, including beds in homeless shelters, needy family food boxes, free health care in city clinics, and information and referral for social programs through Department of Human Services neighborhood offices; and

WHEREAS, Business owners who are licensed by the City fall through a gap in the state child support enforcement scheme: employees are subject to automatic income withholding and those in professions and occupations licensed by the state can lose their licenses for failure to meet child support obligations, but no state law expressly targets business owners for enforcement and information regarding ownership is often difficult to obtain; and

WHEREAS, Due to the growing public outcry over "deadbeat" parents, government initiatives to create additional, effective enforcement mechanisms are multiplying; and

WHEREAS, It is in the City's interest that all City employees, those entities with whom it does business, and those who receive City loans also demonstrate financial responsibility, integrity and lawfulness; and

WHEREAS, City employees, contractors, and borrowers are paid by public funds, so it is especially inequitable for them to obtain such benefits while failing to pay court-ordered child support, which shifts the support of their dependents onto the public treasury; and

WHEREAS, One of the most serious problems in child support enforcement is keeping track of obligors' current places of employment and discovering obligors' business ownership and related assets, and making available such information pertaining to City licensees, contractors, employees, and borrowers is one way in which the City can assist in enforcement efforts; now, therefore,

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

SECTION 1. Chapter 4-4 of the Municipal Code of Chicago is hereby amended by adding the following new Section 4-4-152:

4-4-152 Child Support Delinquencies.

(a) For purposes of this section, the following words and phrases shall have the following meanings:

"Court-ordered child support arrearage" means that the circuit court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order or, upon the discretion of the commissioner, may mean that another Illinois court of competent jurisdiction has issued such an order.

"Substantial owner" means any person who holds a 25 percent or more percentage interest in any corporation or partnership.

(b) When public records reflect an outstanding court-ordered child support arrearage, no license shall be issued or renewed to any person, and outstanding licenses may be revoked, unless the applicant or licensee establishes:

(1) the applicant or licensee has paid to the obligee all child support due under the court order, as evidenced by a certified court order or certified clerk's record that no support is due and owing; or

(2) the applicant or licensee has entered into a court-approved agreement for the payment of all child support owed and is in compliance with that agreement; or

(3) (A) the applicant or licensee has filed and served a motion requesting a judicial finding of compliance or court approval of an agreement for payment of arrearages, and (B) in those cases where the motion has not been granted within 60 days of filing, such delay is not due to any failure to exercise reasonable diligence on the part of the applicant or licensee; or

(4) the applicant or licensee is not an obligor under a court-ordered child support arrearage.

(c) Where the commissioner of consumer services has reason to believe, based on official records reflecting court orders, that an applicant or licensee is delinquent on a court-ordered child support arrearage, then:

(1) with respect to city liquor dealer's licenses, package goods licenses, and tavern licenses, the commissioner shall refer the matter to the local liquor control commission for actions consistent with this section; and

(2) with respect to all other licenses, the commissioner shall send a notice to such person, stating that the application shall be denied or a license shall be revoked or not renewed, as applicable, unless within 30 days such person provides sufficient evidence to permit the commissioner to find that one of the conditions set forth as (b)(1) -- (4) is satisfied.

(A) Such evidence may be presented, in writing and/or orally, at an administrative hearing, which shall be limited to the defenses set forth in (1) -- (4) above. Where the applicant elects to present such evidence, no license shall be revoked or not renewed until the commissioner issues a written determination of whether the applicant or licensee has presented sufficient evidence to demonstrate any of the above defenses and serves it by registered mail addressed to the current address that the applicant or licensee has provided.

(B) Where the commissioner determines that a license application should be denied or a license not renewed or revoked, the commissioner shall notify the department of revenue and the city clerk of such determination.

(C) In any case in which an applicant or licensee claims that it is not an obligor under a court-ordered child support arrearage, within 15 days from the service by registered mail of notice of nonrenewal or revocation of a license based on such a determination, the licensee may appeal the nonrenewal or revocation to the mayor's license commissioner; provided, however, that the grounds for such appeal shall be limited to the question of whether the applicant or licensee is an obligor under a court-ordered child support arrearage; and further provided, that the nonrenewal or revocation shall not be stayed during such appeal.

(d) The commissioner of consumer services is hereby authorized to do the following:

(1) investigate the child support payment records of any applicant or licensee, and any substantial owner thereof, to determine court-ordered child support arrearages;

(2) provide information on applicants, licensees, and substantial owners thereof to the appropriate Cook County and State of Illinois governmental entities, to the extent allowed by law, to assist those offices in enforcement of child support obligations;

(3) provide the names and business addresses of applicants, licensees, and substantial owners to persons seeking to enforce court-ordered child support arrearages and their legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential;

(4) work with the bar associations, the court system, and other interested groups to facilitate compliance with the requirements of this ordinance; and

(5) to promulgate regulations relating to the operation of this section.

SECTION 2. Section 4-4-050 of the Municipal Code of the City of Chicago is hereby amended by adding the language in italics and deleting the language in brackets and adding the language in italics, as follows:

4-4-050 License -- Application.

All applications for licenses of any character whatsoever, except those licenses specifically excepted, shall be made in writing to the director of revenue on a form provided for that purpose.

Every application for a license shall contain the name of the person desiring the same and the place of business of such applicant. If the applicant is a *sole proprietorship, the application shall contain the name, residence address, and social security number of its sole proprietor; if the applicant is a* partnership or firm, the application shall contain the names, [and] residence addresses, *social security number, and percentage of interest therein* of [each of its members] *the three members who own the highest percentage interests in such partnership and of any other member who holds a 25 percent or more interest therein;* if a limited partnership, the names, [and] residence addresses, *social security numbers, and percentage of interest therein* of each general partner thereof; [and] if a corporation, the application shall contain the names, [and] residence[s] *addresses, and social security numbers* of its principal officers *and of those stockholders who own 25 percent or more of its voting shares; and if a limited liability company, the names, residence addresses, social security numbers, and percentage of interest of the three members who own the highest percentage interests in such limited liability company and of any other member who holds a 25 percent or more interest therein;* provided that, with respect to those licenses for which the Municipal Code requires disclosure of additional information, including a lesser percentage of ownership, the specific licensing provision shall govern. The director of revenue shall promulgate rules and regulations to provide for the eventuality of any of the above-required information being unavailable. In addition to such statements, there shall be set forth in said application

the location of the place of business, or proposed location thereof, for which the license is sought, and such other information as may be required by the director of revenue in conformity with the provisions of this code prescribing the requirements of such license.

Except as otherwise specifically provided, when provision is made for the division of any license year into periods and the issuance of a license for any such period is provided for, a new application for the purpose of renewing such license need not be made in such case by the beginning of each succeeding period unless required by the director of revenue or the head of a department charged with enforcement of a provision of this code under which the license is issued.

The director of revenue shall be the custodian of all applications for licenses which, under the provisions of this code, are required to be made to him.

SECTION 3. Section 4-4-260 of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

4-4-260 License Renewal.

Except where otherwise specifically provided, the director of revenue may renew any license at the beginning of a new license period upon proper application and payment of the required fee. *Prior to renewal, all licensees and substantial owners shall provide the director of revenue with the following information: the names, residence addresses, social security numbers and percentages of interest required in the initial license application by section 4-4-050 or, where such information already has been provided in a license application, any new information necessary to make such information current and accurate.* Upon request in writing by any department or board in control of any regulation affecting the licensees or the licensed premises, the director of revenue shall furnish said department or board lists of licenses renewed in any designated class of licenses.

All license renewal applications filed after the expiration of the license period shall be charged a late license fee in the amount of 25 percent of the amount of the annual license fee, but in no event less than $25.00.

SECTION 4. Section 4-4-280 of the Municipal Code is hereby amended by adding the language in italics, as follows:

4-4-280 License Revocation.

The mayor shall have the power to fine a licensee or suspend or revoke any license issued under the provisions of this code for good and sufficient

cause or if he determines that the licensee shall have violated any of the provisions of this code or any of the statutes of the state. However, no such license shall be so revoked or suspended except after a public hearing, the licensee first having been given five days written notice of said hearing, affording the licensee an opportunity to appear and defend. The public hearing shall be held before a license commissioner appointed by the mayor, *or such other hearing officer as the mayor may designate in his stead,* who shall report his findings to the mayor.

The mayor shall have the right to authorize the examination of the books and records of any licensee upon whom notice of a public hearing has been served.

If the mayor shall determine after such hearing that the license should be revoked or suspended, within 60 days he shall state the reason or reasons for such determination in a written order of revocation or suspension and shall serve a copy of such order upon the licensee. No person shall remove any sign indicating that a business has been closed by official order until such time, if any, that a business reopens in compliance with the provisions of this code.

If the mayor determines that a fine is an appropriate penalty, the amount of the fine shall not exceed the fine imposed in the chapter creating the subject license. If no fine is specified in that chapter, the fines specified in this chapter shall apply.

Whenever it shall appear from the books or records kept by the city clerk, director of revenue or city comptroller that any person holding any license, permit or any kind of privilege granted by the city has failed to pay the amount due thereon, the city clerk, director of revenue or city comptroller, as the case may be, shall report the fact to the mayor, and the mayor may revoke such license, permit or privilege.

SECTION 5. Chapter 2-152 of the Municipal Code is hereby amended by adding the following new Section 2-152-155.

2-152-155 Compliance With Child Support Obligations -- Condition Of City Employment.

(a) Every person who is given an offer of employment with the city shall file an affidavit with the department of personnel disclosing any unpaid court-ordered child support obligations owed by the applicant.

(b) Where an applicant's affidavit discloses, or the department of personnel otherwise determines, that an applicant owes any unpaid court-ordered child support, such applicant shall only be hired by the city on the condition that he or she establishes one of the following within six months of the start of employment:

(1) the applicant has paid to the obligee all child support due under the court order, as evidenced by a certified court order or certified clerk's record that no support is due and owing; or

(2) the applicant has entered into a court-approved agreement for the payment of all child support owed and is in compliance with that agreement; or

(3) the applicant is not an obligor under a court-ordered child support obligation.

Failure to establish one of the above criteria within six months of the start of employment shall be grounds for discharge.

(c) All city employees must comply with all court-ordered child support obligations as a condition of employment. Noncompliance shall be grounds for discipline.

(e) The department of personnel is hereby authorized to do the following:

(1) investigate the child support payment records of employees and applicants to determine compliance with court-ordered child support obligations;

(2) provide information on employees and applicants to the appropriate Cook County and State of Illinois governmental entities, to the extent allowed by law, to assist those offices in enforcement of child support obligations;

(3) provide the names and business addresses of employees and applicants to persons seeking to enforce court-ordered child support arrearages and their legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential; and

(4) promulgate regulations relating to the operation of this section.

SECTION 6. Chapter 2-92 of the Municipal Code of Chicago is hereby amended by adding the following new Section 2-92-415:

2-92-415 Compliance With Child Support Orders.

(a) For purposes of this section, the following words and phrases shall have the following meanings:

"Bid contracts" mean all city contracts let by a competitive bidding process as set forth in 65 Illinois Compiled Statutes 5/8-10-1.

"Bidder" mean any person who submits a bid for a bid contract.

"Contract" means any agreement or transaction pursuant to which a contractor (i) receives city funds in consideration for services, work or goods provided or rendered, or (ii) pays the city money in consideration for a license, grant or concession allowing it to conduct a business on city premises.

"Contractor" means the person to whom a contract is awarded.

"Court-ordered child support arrearage" means that the circuit court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order or, upon the discretion of the purchasing agent, may mean that another Illinois court of competent jurisdiction has issued such an order.

"Potential contractor" means any person who is seeking to enter into a contract other than a bid contract.

"Substantial owner" means any person who owns or holds a ten percent or more percentage of interest in any bidder, potential contractor or contractor, as revealed by the disclosures required by the provisions of chapter 2-154, including those shareholders, partners, beneficiaries and principals more specifically described therein; except that where the bidder, potential contractor or contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

(b) Every bidder shall be required to submit an affidavit disclosing (1) any delinquencies by any of its substantial owners on a court-ordered child support arrearage and (2) if any exist, whether the substantial owner has entered into a court-approved agreement for the payment of all child support owed and is in compliance with such agreement. In addition, every potential contractor shall submit such an affidavit prior to execution of any contract.

(c) With respect to bid contracts, where the affidavit shows that a substantial owner of a bidder is delinquent under (b) (1) and has not satisfied (b) (2), the purchasing agent shall add eight percent to the bidder's bid price. This eight percent shall increase the bidder's bid price for the purpose of canvassing the bids in order to determine who is the lowest bidder. This eight percent penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment. The provisions of this subsection shall only apply where not otherwise prohibited by federal, state or local law.

(d) In addition, where the purchasing agent otherwise determines that a bidder, or a substantial owner thereof, is delinquent on a court-ordered child support arrearage, the foregoing eight percent penalty shall be applied; provided that such penalty shall not be applied if, where practicable, the purchasing agent notifies the bidder of such determination and, prior to the purchasing agent's awarding of the contract, the bidder promptly provides the purchasing agent with sufficient evidence of the following:

(1) as of the date the bid was submitted, the substantial owner had paid all child support then due under the court order, as evidenced by a certified court order or certified clerk's record that no support was due and owing on that date; or

(2) as of the date the bid was submitted, the substantial owner had entered into a court-approved agreement for the payment of all child support owed and was in compliance with such agreement.

(e) The purchasing agent is hereby authorized to do the following:

(1) investigate the child support payment records of any substantial owner to determine court-ordered child support arrearages;

(2) provide information on substantial owners to the appropriate Cook County and State of Illinois governmental entities, to the extent allowed by law, to assist those offices in enforcement of child support obligations;

(3) provide the names and business addresses of substantial owners to persons seeking to enforce court-ordered child support arrearages and their legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential; and

(4) to promulgate regulations relating to the operation of this section.

(f) If the purchasing agent determines that a bidder, potential contractor or contractor, or a substantial owner thereof, has made a misrepresentation to the purchasing department regarding compliance with any child support order, or if the purchasing agent determines that a contractor more than once has submitted affidavits showing a substantial owner's unpaid court-ordered child support arrearage, the purchasing agent shall notify that bidder, potential contractor or contractor that it and the substantial owner thereof shall be barred from contracting on additional contracts for a period of three years. The bidder, potential contractor or contractor shall have the opportunity to seek reconsideration of such ineligibility by submitting to the

purchasing agent sufficient evidence that: (1) the substantial owner is no longer affiliated in any way with the contractor, bidder or potential contractor; or (2) the substantial owner no longer has any outstanding child support arrearages, as evidenced by a certified court order or certified clerk's record that no support is due and owing; provided that, where the ineligibility is based on a misrepresentation, such payment in full shall not be reason to suspend ineligibility unless the purchasing agent also determines that such misrepresentation was inadvertent; or (3) the substantial owner was not an obligor under a court-ordered child support arrearage at the time of the alleged misrepresentation.

(g) The purchasing agent shall have the authority to suspend the ineligibility of a bidder, contractor or potential contractor for the reasons and using the procedures set forth in section 2-92-320.

SECTION 7. Title 5 of the Municipal Code is hereby amended by adding the following new Chapter 5-24:

Chapter 5-24.

Compliance With Child Support Orders.

Sections:

5-24-1	*Definitions.*
5-24-2	*Requirement Of Compliance With Child Support Orders By City Borrowers.*
5-24-3	*Commissioner's Authority.*
5-24-4	*Ineligibility.*
5-24-5	*Inapplicability.*

5-24-1 Definitions.

For purposes of this section, the following words and phrases shall have the following meanings:

"Borrower" means any person who receives city funds pursuant to a loan agreement.

"Applicant" means any person who is seeking to enter into a loan agreement with the city to receive city funds.

"Substantial owner" means any person who owns or holds a ten percent or more percentage of interest in any borrower or applicant, with ownership to be defined in accordance with the disclosure requirements for city contractors, as set forth in the provisions of section 2-154-010, including those shareholders, partners, beneficiaries and principals more specifically described therein; except that where the borrower or applicant is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"Court-ordered child support arrearage" means that the circuit court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order or, upon the discretion of the commissioner, may mean that another Illinois court of competent jurisdiction has issued such an order.

"Commissioner" means the commissioner of housing with respect to loans administered by the department of housing and the commissioner of planning and development with respect to loans administered by the department of planning and development.

5-24-2 Requirements Of Compliance With Child Support Orders By City Borrowers.

(a) Every applicant shall be required to submit with its loan application an affidavit disclosing (1) any delinquencies of any of its substantial owners on a court-ordered child support arrearage, and (2) if any exist, whether the substantial owner has entered into a court-approved agreement for the payment of all child support owed and is in compliance with such agreement.

(b) No loan may be given to any applicant where the affidavit discloses, or the city otherwise finds, that a substantial owner is delinquent on a court-ordered child support arrearage unless, prior to closing, the potential borrower provides the city with sufficient evidence of the following:

(1) the substantial owner has paid to the obligee all child support then due under the court order, as evidenced by a certified court order or certified clerk's record that no support is due and owning, or

(2) the substantial owner has entered into a court-approved agreement for the payment of all child support owed and is in compliance with such agreement.

5-24-3 Commissioner's Authority.

The commissioner is hereby authorized to do the following:

(1) investigate the child support payment records of any substantial owner to determine court-ordered child support arrearages;

(2) provide information on substantial owners to the appropriate Cook County and State of Illinois governmental entities, to the extent allowed by law, to assist those offices in enforcement of child support obligations;

(3) provide the names and business addresses of substantial owners to persons seeking to enforce court-ordered child support arrearages and their legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential; and

(4) promulgate regulations relating to the operation of this section.

5-24-4 Ineligibility.

If the commissioner determines that a borrower, or a substantial owner thereof, has made a misrepresentation to the city regarding compliance with child support orders, the commissioner shall notify that borrower that the borrower, and the substantial owner thereof, shall be barred from receiving any additional city loans for a period of three years. The borrower shall have the opportunity to seek reconsideration of such ineligibility by submitting to the city sufficient written evidence that (1) the substantial owner is no longer affiliated in any way with the borrower, or (2) the substantial owner no longer has any outstanding child support arrearages, as evidenced by a certified court order or certified clerk's record that no support is due and owing.

5-24-5 Inapplicability.

(a) Notwithstanding anything in section 5-24-2 or 5-24-4 to the contrary, the commissioner shall have the authority to make a city loan, or to suspend the ineligibility of a borrower, upon making a written determination, setting forth the reasons for the decision, based upon the following grounds:

(1) that the public health, safety or welfare of the city requires making the particular loan and that the city is unable to achieve comparable results from any other source; or

(2) that the category of loan is a type unsuitable for application of the provisions of this section, based on (i) the emergency nature of the loan or (ii) the fact that denying such loan would cause greater harm to the public health, safety and welfare than to the borrower or substantial owner.

(b) The provisions of this section shall apply only where not otherwise prohibited by federal, state or local law.

SECTION 8. The Mayor is hereby authorized to enter into an intergovernmental agreement with any or all of the Cook County and State of Illinois governmental entities which are involved in child support enforcement, for the purpose of carrying out the provisions of this ordinance.

SECTION 9. If any part, section, sentence, clause or application of this ordinance shall be adjudged invalid, void or of no effect for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or their application to other circumstances.

SECTION 10. This ordinance shall take effect one hundred twenty (120) days after its passage and publication; provided that this ordinance shall not apply to any license in effect on the date of passage, but shall apply when renewal notices are sent out for such license subsequent to the date of passage; and further provided that as to section 4-4-152, the effective date may be postponed upon a written certification by the Commissioner of Consumer Services that implementation has been delayed, which certification shall be filed in the Office of the City Clerk; however, in no event may the effective date be postponed to later than December 31, 1996.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR BRIDGE MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for bridge maintenance in improved streets, county or state highways during 1996, in the amount of $4,478,434.50, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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 Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate Four Million Four Hundred Seventy-eight Thousand Four Hundred Thirty-four and 50/100 Dollars ($4,478,434.50) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto, including exterior lighting, electronic visual aids and incidental work related thereto, located in the City of Chicago for the period beginning January 1, 1996 and ending December 31, 1996 and said sum to be kept in

an account separate from other Motor Fuel Tax accounts, and to be divided into two categories as follows:

A. for repairs of an emergency nature and miscellaneous repairs; for minor repairs and preventive maintenance of movable bridges; for minor repairs and preventive maintenance of fixed bridges; and

B. for engineering support and design for M.F.T. repairs and maintenance.

SECTION 2. The Commissioner of Transportation is authorized to expend from said funds the amounts necessary for the maintenance of each structure or groups of structures as set forth in Section 1 above.

The Commissioner of Transportation shall not expend or authorize the expenditure for any class of work for any sum in excess of the amount allocated herein without prior approval of the City Council.

The operating department shall maintain a separate ledger account for each project utilizing standard account classification acceptable under generally accepted accounting principles with all charges for direct expenses categorized and detailed for each such project. The Commissioner of Transportation is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering to be performed by the Department of Transportation and incidental costs, including the employment of testing engineers and consulting engineers, for payment of other expenses in connection with said purposes and to cause said work to be done by the Bureau of Bridge Construction and Operations.

If it should be necessary for the prosecution of the foregoing work to remove, relocate, replace or adjust any part of the water-distributing system, street lighting system, signal and fire alarm and traffic control systems of the City, the appropriate City department shall charge the cost thereof to that portion of the Motor Fuel Tax allocated for the project described in this ordinance. In connection with the performance of the work herein authorized together with the supervision, inspection and engineering therefor, authority is granted for the storage inside street limits within five hundred (500) feet of the structure being repaired or maintained, of materials, machinery, equipment vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Department of Transportation to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown having had the approval of the City Council.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Transportation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR CURB AND GUTTER REPAIR IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for curb and gutter repair in improved streets, county or state highways during 1996, in the amount of $1,900,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Transportation to expend the sum of One Million Nine Hundred Thousand Dollars ($1,900,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for repairs to curbs and gutters along improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Transportation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Transportation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR PAVEMENT MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for pavement maintenance in improved streets, county or state highways during 1996, in the amount of $4,500,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Transportation to expend the sum of Four Million Five Hundred Thousand Dollars ($4,500,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for pavement maintenance along improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Transportation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Transportation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR SNOW AND ICE REMOVAL IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for snow and ice removal in improved streets, county or state highways during 1996, in the amount of $5,150,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of Five Million One Hundred Fifty Thousand ($5,150,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for snow and ice removal along improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREET CLEANING IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for street cleaning in improved streets, county or state highways during 1996, in the amount of $3,500,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of Three Million Five Hundred Thousand Dollars ($3,500,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street cleaning maintenance along improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREET SIGN MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for street sign maintenance in improved streets, county or state highways during 1996, in the amount of $300,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Transportation to expend the sum of Three Hundred Thousand Dollars ($300,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street sign maintenance along improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Transportation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Transportation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREETLIGHT ENERGY COSTS IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for streetlight energy costs in improved streets, county or state highways during 1996, in the amount of $4,350,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of Four Million Three Hundred Fifty Thousand Dollars ($4,350,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for streetlight energy costs of improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for streetlight and traffic signal maintenance in improved streets, county or state highways during 1996, in the amount of $1,500,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of One Million Five Hundred Thousand Dollars ($1,500,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for maintenance of traffic signals and streetlighting systems along improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR TRAFFIC SIGNAL ENERGY COSTS IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1996.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for traffic signal energy costs in improved streets, county or state highways during 1996, in the amount of $1,500,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of One Million Five Hundred Thousand Dollars ($1,500,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for traffic signal energy costs along improved streets, county highways and state highways during the period commencing January 1, 1996 and ending December 31, 1996.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH VIETNAM VETERANS ARTS GROUP AND CONVEYANCE OF PROPERTY AT 1801 SOUTH INDIANA AVENUE FOR DEVELOPMENT OF MUSEUM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the execution of a redevelopment agreement and conveyance of property located at 1801 South Indiana Avenue necessary for the development of the Vietnam Veterans Arts Group Museum, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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 created under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council") by ordinance adopted August 3, 1994 (Council Journal of Proceedings, pages 54876 -- 54930) approved and adopted a tax increment redevelopment project and plan for the Near South Redevelopment Project Area ("T.I.F. Plan") and also, by ordinance adopted August 3, 1994 (Council Journal of Proceedings, pages 54930 -- 55197) approved the designation of the Near South Redevelopment Project Area as a tax increment financing district ("T.I.F. District"); and

WHEREAS, The City seeks to convey to the Vietnam Veterans Arts Group, an Illinois not-for-profit corporation ("V.V.A.G.") for nominal consideration, that certain parcel of property located at 1801 South Indiana Avenue ("Property") and legally described on Exhibit A attached hereto; and

WHEREAS, The Property is presently improved with a three-story building, and is located within the boundaries of the T.I.F. District and the boundaries of the Prairie Avenue Historic District, which district has been designated as a "Chicago Landmark" by the City Council by ordinance recorded with the Cook County Recorder's Office on May 16, 1980 as Document No. 25459318 ("Landmarks Ordinance"); and

WHEREAS, The Property is also subject to the terms and conditions of that certain Institutional Planned Development No. 286 dated as of March 2, 1982, as revised on April 15, 1982, which Planned Development was approved by the City Council on June 9, 1982 (Council Journal of Proceedings, pages 11083 -- 11087) ("Planned Development"); and

WHEREAS, The Property shall be redeveloped by the V.V.A.G. as an art gallery and other related uses in accordance with the land use and redevelopment objectives as are described in the T.I.F. Plan and the Planned Development, and the historic preservation objectives as are described in the Landmarks Ordinance; and

WHEREAS, The terms and conditions of the grant are set forth in the redevelopment agreement ("Redevelopment Agreement") attached hereto as Exhibit B; and

WHEREAS, The Department of Planning and Development and the Department of Cultural Affairs jointly recommend to the City Council that it authorize the conveyance of the Property from the City to the V.V.A.G.; now, therefore,

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

SECTION 1. The City Council hereby adopts the foregoing recitals as its findings and incorporates them herein by this reference.

SECTION 2. The City is hereby authorized to convey the Property to the V.V.A.G. for nominal consideration, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the V.V.A.G..

SECTION 4. The Commissioner of Planning and Development and the Commissioner of Cultural Affairs are hereby authorized to execute the Redevelopment Agreement substantially in the form attached hereto as Exhibit B and any other documents which are necessary to effectuate this transaction.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description Of The Property.

Parcel 1: Lot 34 (except the west 34 feet thereof taken for street) in Block 9 in the Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

And

Parcel 2: Lots 1 to 7 in Charles Busby's Subdivision of Lots 31, 32 and 33 in Block 9 in Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

And

Parcel 3: The L-shaped alley adjoining Parcels 1 and 2.

Permanent Index Numbers: 17-22-308-045

17-22-308-005

17-22-308-006

17-22-308-007

Common Address: 1801 South Indiana Avenue,
Chicago, Illinois 60616.

Exhibit "B".

Agreement For The Sale

And Redevelopment

Of Land

Near South

Redevelopment Area.

This Agreement ("Agreement") is made on or as of this _____ day of _____, 1996, by and between the City of Chicago, an Illinois municipal corporation ("City"), having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Vietnam Veterans Arts Group, an Illinois not-for-profit corporation ("Developer"), having its principal office located at 1727 South Indiana Avenue, Chicago, Illinois 60616.

Recitals.

Whereas, The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

Whereas, The City Council of the City, by ordinance adopted August 3, 1994 (Council Journal of Proceedings, pages 54876 -- 54930), approved and adopted a tax increment redevelopment project and plan for the Near South Redevelopment Project Area ("Plan"), and also, by ordinance adopted August 3, 1994, approved the designation of the Near South Redevelopment Project Area as a tax increment financing ("T.I.F.") district; and

Whereas, The City seeks to convey to Developer that certain parcel of Property located at 1801 South Indiana Avenue ("Property"), which Property is legally described on (Sub)Exhibit A attached hereto; and

Whereas, The Property is presently improved with a three-story building, and is located within the boundaries of the T.I.F. District and the boundaries of the Prairie Avenue Historic District, which district has been designated as a Chicago landmark by the City Council by ordinance recorded with the Cook County Recorder's Office on May 16, 1980 as Document No. 25459318 ("Landmarks Ordinance"); and

Whereas, The Property is also subject to the terms and conditions of that certain Institutional Planned Development No. 286 dated as of March 2, 1982, as revised on April 15, 1982, which Planned Development was approved by the City Council on June 9, 1982 (Council Journal of Proceedings, pages 11083 -- 11087) ("Planned Development"); and

Whereas, The Property shall be redeveloped by Developer as a museum displaying historical artifacts concerning the Vietnam War and art work created by members of the Vietnam Veterans Arts Group, and for other associated uses (hereinafter collectively described as the "Project") in accordance with the land use and redevelopment objectives as are described in the Plan and the Planned Development, and the historic preservation objectives as are described in the Landmarks Ordinance;

Now, Therefore, In consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section 2.

Conveyance Of Property.

A. Conveyance. The City shall convey to Developer title to the Property for the consideration of One Dollar ($1.00).

B. Form of Deed. The City shall convey to Developer title to the Property by quitclaim deed ("Deed"). The conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

1. The T.I.F. Plan.

2. The standard objections in an ALTA insurance policy.

3. Taxes affecting the Property for the current year and other taxes not yet due and owing.

4. Easements, encroachments, covenants and restrictions of record and not shown of record.

5. Such defects which cannot reasonably be cured but will not affect the use intended by Developer or the marketability of the Property.

6. Title objections caused by Developer.

C. Title Commitment and Insurance. The City shall provide Developer with a title commitment issued by Chicago Title Insurance Company showing the City in title to the Property. Developer shall be responsible for any title insurance or endorsements it deems necessary.

D. Survey. Developer shall be responsible for any survey it deems necessary.

E. The Closing. The closing ("Closing") with regard to the Property shall take place at Chicago Title and Trust Company on _____, 1996, or on such date and at such place as the parties may mutually agree to in writing.

F. Real Estate Taxes. The City shall obtain the waiver of general real estate tax liens, if any, from the date of acquisition by the City to the date of delivery of the Deed. Developer shall be responsible for taxes accruing after conveyance. Until a certificate (as defined in Section 8, below) is issued by the City, Developer shall notify the City that all real estate taxes assessed against the Property have been paid in full within ten (10) days of such payment.

G. Recordation of Deed. Developer shall promptly file the Deed for recordation with the Office of the Cook County Recorder of Deeds. Developer shall pay all costs for so recording the Deed.

H. Escrow. In the event Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Phased Conveyance. Developer acknowledges and understands that the Property includes an unvacated L-shaped alley which may not be vacated prior to the date of the Closing. In such event, the City shall convey to Developer at the Closing only Parcels 1 and 2, less a one-foot strip of land

bordering on the alley. As soon as practicable after the vacation of the alley by the City Council, the City shall convey the remaining portion of the Property to Developer. Notwithstanding anything contained herein to the contrary, Developer understands that the vacation of the alley requires the passage of an ordinance by the City Council, and that the City does not make any representation or warranty that such an ordinance will be passed. In the event that such an ordinance is not passed, the City agrees to convey to Developer the one (1) foot strip of land not conveyed previously.

Section 3.

Phases Of Development Of The Project.

Developer shall construct the Project in phases in accordance with the following:

(A) Phase I shall consist of the historic rehabilitation of the exterior facades of the building consistent with the standards described in the Landmarks Ordinance; door and window work; the installation of utilities, including electricity, lighting and plumbing and the H.V.A.C. system; and carpentry, painting and finish with regard to the ground floor for its use as a museum (collectively, "Phase I Improvements").

(B) Phase II shall consist of the installation of utility outlets (including electricity, lighting and plumbing and the H.V.A.C. system) for the second and third floors of the building; and the necessary carpentry, painting and finish with regard to the second and third floors for institutional uses consistent with the use of the building as a museum and gallery (collectively, "Phase II Improvements").

Section 4.

Project Budget; Proof Of Financing.

Prior to Closing, Developer shall submit to the City's Department of Planning and Development ("D.P.D.") and the City's Department of Cultural Affairs ("D.C.A.") a project budget ("Budget") and evidence of funds adequate to finance the construction of the Project. The sufficiency of such evidence shall be solely determined by D.P.D. and D.C.A.. If Developer is unable to obtain the necessary funds, or fails to provide D.P.D. and D.C.A.

with the Budget or sufficient evidence that financing has been obtained, the City may, at its option, terminate this Agreement.

Section 5.

Site Plans And Architectural Drawings.

Developer agrees to construct the Project in accordance with the Plan, the Landmarks Ordinance, the Planned Development Ordinance, the terms and conditions of this Agreement, and those certain Site Plans and Architectural Drawings dated _____, 199__, which were prepared by G.P.B. Architects ("Drawings") and which have been approved by D.P.D. and D.C.A.. The Drawings are hereby incorporated by reference and made a part of this Agreement. No material deviation from the Drawings shall be made without the prior written approval of D.P.D. and D.C.A..

Prior to Closing, Developer shall submit Plans and Specifications to D.P.D. and D.C.A. for their review and approval. Developer shall simultaneously submit all such documents to the City's Building Department, Commission on Chicago Landmarks, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project. No material deviation from the Plans and Specifications shall be made without the prior written approval of D.P.D. and D.C.A..

Section 6.

Limited Applicability.

Any approvals of the Drawings made by D.P.D. are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or the safety of any improvements located on the Property. D.P.D., however, agrees to assist Developer in expeditiously obtaining all necessary approval affecting the Property.

Section 7.

Commencement And Completion Of The Project.

Phase I of the Project shall be commenced by Developer within twenty (20) days of the conveyance of the Property by the City to Developer, and shall be completed (as evidenced by the issuance of the Certificate by D.P.D. and by the issuance of the certificate of occupancy by the City's Department of Buildings) no later than July 31, 1996.

Phase II of the Project shall be completed (as evidenced by the issuance of the Certificate by D.P.D. and by the issuance of the certificate of occupancy by the City's Department of Buildings) no later than twenty-four (24) months from the execution date of this Agreement.

Section 8.

Certificate Of Completion.

Promptly after completion of each Phase of the Project in accordance with this Agreement, D.P.D. shall furnish Developer with an appropriate certificate of completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the obligations of Developer to construct the respective Phase. The Certificate shall be in recordable form. Within forty-five (45) days after receipt of a written request by Developer for a Certificate, D.P.D. shall provide Developer with either the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the Improvements in conformity with the Plan or the terms and conditions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of D.P.D., for Developer to take or perform in order to obtain the Certificate. If D.P.D. requires additional measures or acts to assure compliance, Developer shall resubmit a written request for the Certificate upon compliance with D.P.D.'s response.

Section 9.

Restrictions On Use.

A. Generally. With regard to the construction of the Project and the use of the building, Developer agrees that it:

1. Shall construct the Project in accordance with the terms and conditions of this Agreement.

2. Shall devote the Property for museum, gallery and associated uses in accordance with the uses set forth in the Plan for the term of the Plan.

3. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap in the sale, lease, rental, use or occupancy of the Property.

B. Facade. With regard to the historic preservation and enhancement of all facades and the roof of the building ("Facade"), Developer agrees that it:

1. Shall not demolish, remove or raze the Facade.

2. Shall obtain all necessary approvals from the Commission on Chicago Landmarks.

3. Shall not undertake any of the following changes with regard to the Facade without the express written approval of D.P.D., which approval (or disapproval accompanied by a statement of the reason for such disapproval) shall be delivered to Developer by D.P.D. within sixty (60) days of receipt of Developer's written request for approval:

   (a) increase or decrease the height of the Facade or the building;

   (b) adversely affect the structural soundness of the Facade;

   (c) make any changes to the Facade, including but not limited to, the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Facade;

   (d) erect anything on the Facade which would prohibit it from being visible from street level, except for a temporary structure during any period of approved alteration or restoration; or

   (e) undertake any significant reconstruction, repair, repainting or refinishing of the Facade that alters its state from the condition as described in the Drawings, subject, however, to the provisions described herein.

C. Amendment to the Agreement. Upon the completion of any significant alteration to the Facade, Developer shall prepare an amendment to this Agreement, the form and content of which shall be subject to the sole approval of D.P.D., which shall describe in written text and photographs the alterations undertaken with regard to the Facade.

D. Specification of Work. In the event Developer is required to seek the consent of D.P.D. pursuant to Section 9.B.2., above, Developer shall furnish D.P.D. with plans, designs, elevations, specifications and documents relating thereto, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

E. Maintenance of the Facade. Developer shall maintain the Facade in such a way as to maintain its appearance and structural soundness and to prevent any further deterioration.

F. Insurance Covering the Facade and the Building. Developer, at its sole expense, shall: (i) keep the Facade and the building insured under a standard form of insurance policy in an amount representing the full insurable value of the Facade and the building against loss or damage resulting from fire and other perils normally insured under a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois; and (ii) carry and maintain comprehensive public liability insurance. Copies of all insurance policies required to be carried by Developer pursuant to this subsection shall be delivered to the City and shall provide for not less than thirty (30) days prior written notice to the City by the insurer of any proposed cancellation of any such insurance. A certificate of insurance shall be delivered by Developer to D.P.D. prior to the issuance of the Certificate by the D.P.D. and, upon renewal of such insurance coverage, a new certificate shall be sent to D.P.D..

G. Damage to the Facade and the Building. In the event that the Facade or the building is damaged by fire or other casualty, the proceeds of the insurance required to be carried by Developer pursuant to Section 9.F., above, shall be applied to the reconstruction of the Facade and the building. If the Facade or the building are damaged to such an extent that Developer determines that reconstruction is not feasible, Developer shall provide D.P.D. with a certification by an independent engineer attesting to such conclusion. If D.P.D. rejects the engineer's determination, it shall notify Developer of such rejection within sixty (60) days of receipt of the engineer's report. In such event, the parties agree that the State Historic Preservation Office ("S.H.P.O.") shall select an engineer of S.H.P.O.'s own choosing to determine the feasibility of the reconstruction of the Facade or the building. The fees of said engineer shall be paid solely by Developer. If the engineer selected by S.H.P.O. recommends that the Facade and the building be restored and reconstructed, Developer shall utilize the insurance proceeds to restore and reconstruct the Facade and the building. If Developer disputes

the findings of the engineer selected by S.H.P.O., it shall have the right to institute a suit for injunctive or other relief.

H. Inspection of the Facade and the Building. Developer agrees that D.P.D. shall be permitted to inspect the Facade and the building for the purpose of determining compliance with the provisions of this Agreement.

I. Remedies. In the event of a violation of any provision of this section, D.P.D. shall serve written notice on Developer explaining in sufficient detail the nature of the violation. Developer shall have six (6) months from the date of receipt of the notice in which to cure such violation. If, after the expiration of the six (6) month period, Developer has failed to cure the violation to the sole satisfaction of D.P.D., D.P.D., upon five (5) days prior written notice to Developer, may institute a suit for injunctive relief, damages or specific performance. Developer shall reimburse D.P.D. for any costs or expenses incurred in connection with the enforcement of the terms of this section.

Section 10.

Prohibition Against Transfer of Property.

Prior to the issuance of the Certificate by D.P.D. with regard to completion of the Phase II Improvements, Developer shall not, without the prior written consent of the Commissioner of D.P.D.: (a) sell or convey the Property or any part thereof; or (b) create any assignment with respect to this Agreement or the Property that would take effect prior to the issuance of the Certificate by D.P.D. with regard to the Phase II Improvements; or (c) contract or agree to: (1) sell or convey the Property; or (2) create any assignment with respect to this Agreement or the Property that would take effect prior to the issuance of the Certificate by D.P.D. with regard to the Phase II Improvements. If the Property is acquired by a corporation, partnership or other legal entity, there shall be no transfer of ten percent (10%) or more interest in the entity nor any similar significant change in the constitution of the entity until the Certificate is issued or the City consents to the transfer or change in writing.

Section 11.

Limitation Upon Encumbrance Of Property.

Prior to the completion of the Phase II Improvements (as evidenced by the issuance of the Certificate by D.P.D.), Developer shall not engage in any

financing or other transaction which creates an encumbrance or lien on the Property, except solely for the purposes of obtaining: (a) funds necessary to acquire the Property; (b) funds necessary to construct the Project; or (c) funds necessary for architects, surveyors, or legal or title fees in connection with the construction of the Project.

Section 12.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage (or any affiliate of such holder) authorized by this Agreement, including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings or an action in lieu thereof, shall not be obligated to construct or complete the Project. Nothing in this section nor in any other section of this Agreement shall be deemed or construed to permit or authorize any such holder of a mortgage to devote the property or any part thereof to any use, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Plan, the Landmarks Ordinance, the Planned Development Ordinance or in this Agreement.

Section 13.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 7, 9, 10, 11 and 12 above shall be covenants running with the land, binding Developer and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City, any successor in interest to the Property or any part thereof.

Section 14.

Performance And Breach.

A. Time of the Essence. Time is of the essence in the parties' performance of their respective obligations under this Agreement.

B. Permitted Delays. Neither the City, Developer, nor any successor in interest to Developer, shall be considered in breach of its obligations with respect to the commencement and completion of the construction of the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's reasonable control and without such party's fault or negligence, including but not limited to, any delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay only if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Except as otherwise provided in this Agreement, in the event of default by either party or its successor in interest in the performance of its obligations under this Agreement, such party or successor, upon written notice from the other, shall cure or remedy such default not later than sixty (60) days after receipt of such notice, if such default is capable of being cured within said sixty (60) day period; provided, that if such default is not capable of being cured within said sixty (60) day period. If such defaulting party has commenced and is diligently pursuing the cure of such default, then the defaulting party shall have such additional time as is necessary to cure such default. In the event such action is not diligently pursued or the default not cured within the above-stated time, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

2. Event of Default. Without limiting the generality of Section 14.C.1, the occurrence of any one or more of the following shall constitute an "event of default" of Developer hereunder:

   a. a warranty, representation or statement made or furnished by Developer to the City is not true and correct in any material respect; or

   b. a petition is filed by or against Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or

c. Developer defaults in fulfilling its obligations with respect to the completion of construction of either Phase of the Project (including the nature of and the dates of the beginning and completion thereof), or abandons or substantially suspends the construction work, and such default, violation, abandonment or suspension is not cured, ended or remedied within sixty (60) days of the date Developer receives written demand by the City to cure such default; provided, however, that if such default, violation, abandonment or suspension cannot reasonably be cured, ended or remedied within sixty (60) days after demand therefor by the City, Developer has commenced and is diligently pursuing the cure or remedy of such default, violation, abandonment or suspension, then Developer shall have such additional time as is necessary to cure or remedy such default, violation, abandonment or suspension; or

d. Failure of Developer to timely pay real estate taxes or assessments accruing after the conveyance of the Property to Developer and affecting the property, or placing thereon any encumbrance or lien unauthorized by this Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Property or any part thereof, and such taxes or assessments are not paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days after written demand by the City to remove such lien or encumbrance; provided, however, that if such encumbrance or lien cannot reasonably be removed or discharged within sixty (60) days after demand therefor by the City and Developer has commenced and is diligently pursuing the removal or discharge or such encumbrance or lien, then Developer shall have such additional time as is necessary to remove or discharge such lien or encumbrance; or

e. An assignment, pledge, encumbrance, transfer or other disposition of the Property is made in violation of this Agreement.

3. Prior to Conveyance. If prior to the conveyance of the Property, Developer defaults in any manner described in Section 14.C.2,

the City may immediately terminate this Agreement and institute any action or proceeding at law or in equity against Developer.

4. After Conveyance but Prior to Issuance of Certificate. If after the conveyance of the Property to Developer but prior to the issuance of the Certificate with regard to the completion of the Phase II Improvements, Developer defaults in any manner as described in this Section 14.C., then the City, by written notice to Developer, may utilize any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the Property, terminate the estate conveyed to Developer and revest title in the Property in the City; provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement, for the protection of the holders of said mortgage.

5. Resale of the Property. Upon the revesting of title to the Property in the City as provided in this Section 14.C., the City shall employ its best efforts to convey the Property (subject to the mortgage liens described in this section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City and in accordance with the uses specified for the Property in the Plan, the Planned Development and the Landmarks Ordinance.

6. Disposition of Resale Proceeds. If the City sells the Property, the proceeds from such sale shall be utilized to reimburse the City for:

   a. costs and expenses incurred by the City to third parties, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property (but less any income derived by the City from the Property in connection with such management); and

   b. all taxes, assessments, and water and sewer charges with respect to the Property; and

   c. any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; and

d. any expenditures made or obligations incurred with respect to construction or maintenance of the Improvements; and

e. any other amounts owed to the City by Developer, its successors or transferees.

Developer shall be entitled to receive any proceeds up to the amount of Developer's investment in the Property not utilized in meeting the expenses of the City described herein.

7. After Issuance of the Certificate. If Developer seeks to sell the Property for whatever reason during a period of ten (10) years subsequent to the issuance of the Certificate by the City with regard to the Phase II Improvements, the City shall be reimbursed from the sales proceeds in the amount of the then appraised fair market value of the land (excluding improvements). In determining the fair market value of the land, each party shall obtain at its sole expense a separate real estate appraisal. Each real estate appraiser shall be an independent M.A.I. appraiser with at least ten (10) years experience in real estate appraisal. The land shall be appraised at market value as if unencumbered and unimproved. If the higher estimate of fair market value is within ten percent (10%) of the lower estimate, then the fair market value for the land shall be calculated as an average of the two. Otherwise, the parties shall select a mutually acceptable third party M.A.I. appraiser, which shall select one of the two (2) estimates of the fair market value submitted by the parties as the one most approximate to the fair market value of the land.

D. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

E. Access to the Property. Any duly authorized representative of the City, at all reasonable times, shall have access to the Property for the purpose of confirming Developer's compliance with this Agreement.

F. Access to Developer's Records. From the commencement date of this Agreement until D.P.D. issues the Certificate with regard to the completion of the Phase II Improvements, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating

to this Agreement and the construction of the Project, including, without limitation, financial statements, loan statements, general contractor's statements, general contracts and subcontracts, purchase orders, waivers of lien, and paid receipts and invoices. All such books, records, and other materials shall be available at the offices of Developer for inspection, copying, audit, and examination by any authorized representative of the City; provided, however, that the City provides Developer with at least two (2) business days notice of any proposed inspection of Developer's books and records.

Section 15.

Conflict Of Interest; City's Representatives Not Individually Liable.

Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

Section 16.

Indemnification.

Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of Developer to perform its obligations under this Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Project; (iii) a material misrepresentation or omission in the Plan which is the result of information supplied or omitted by Developer or by any agents, employees, contractors or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; (v) any liabilities resulting from any activity undertaken by

Developer on the Property prior to or after the conveyance of the Property to Developer by the City; and (vi) the soil or environmental condition of the Property. This indemnification shall survive any termination of this Agreement.

Section 17.

Environmental Conditions.

The Property shall be conveyed by the City to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults.

Subsequent to Closing, it shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition of the Property. Such investigation shall at a minimum consist of a soil test or, in the alternative, an engineering test. If the soil and environmental condition of the Property is not in all respects entirely suitable for uses of the Property by Developer as described by the terms and conditions of this Agreement, then it shall be the sole responsibility and obligation of Developer 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 as described in this Agreement.

Section 18.

Employment Obligations.

A. M.B.E./W.B.E. Compliance. Developer agrees for itself and, if necessary to meet the requirements set forth herein, shall contractually obligate its General Contractor to require its subcontractors to agree that, during the construction of the Project:

1. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 18.A., during the construction of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by

minority-owned business enterprises ("M.B.E.s") and by women-owned business enterprises ("W.B.E.s"):

(a) at least twenty-five percent (25%) by M.B.E.s.

(b) at least five percent (5%) by W.B.E.s.

2. For purposes of this Section 18.A. only, Developer and the General Contractor shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or "M.B.E." shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or "W.B.E." shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

3. Consistent with Section 2-92-440 of the Municipal Code of Chicago, Developer's M.B.E./W.B.E. commitment may be achieved in part by Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.) by Developer utilizing an M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor) by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to Developer's M.B.E./W.B.E. commitment as described in this Section 18.A.. Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

4. Developer shall deliver quarterly reports to D.P.D. during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and other information as may assist D.P.D. in determining Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. shall have access to Developer's books and records, including, without limitation, payroll records, books of account and tax returns, on five (5) business days notice, to allow the City to review Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

5. Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this Subsection 5, the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

6. Any reduction or waiver of Developer's M.B.E./W.B.E. commitment as described in this Section 18.A shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

B. Employment Opportunities. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate and cause its or their General Contractor, subcontractors or any Affiliate of the Developer operating on the Property (collectively with Developer, the "Employers" and individually, an "Employer") to agree, that for the term of this Agreement with respect to Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

1. No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Ch. 2-160, Section 2-160-010, et seq.,

as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

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

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

4. Each Employer, in order to demonstrate compliance with the terms of this Section 18, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

5. Failure to comply with the employment obligations described in this Section 18 shall be a basis for the City to pursue remedies under the provisions of Section 14 hereof. Notwithstanding the foregoing, it shall not be a default hereunder if Developer fails to comply with the employment obligations because work has been performed and/or materials have been supplied at a discounted rate as a contribution to Developer.

C. City Resident Construction Worker Employment Requirement. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate the other Employers, as applicable, to agree,

that during the construction of the Project they shall comply with the minimum percentage of total construction worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the Employers shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. with copy to D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer and the Employers shall provide full access to their employment records to the Purchasing Agent, D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least five (5) years after final acceptance of the work constituting the construction of the Project as evidenced by the Certificate.

At the direction of D.P.D. affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of each Employer to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the

Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

The willful falsification of statements and the certification of payroll data may subject Developer and the other Employers or employee to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 18.C. to be included in all construction contracts and subcontracts related to the Project.

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

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

Section 19.

Provisions Not Merged With Deed.

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.

Section 20.

Disclaimer.

No provision of this Agreement, nor any act by the City, shall be deemed or construed by either party or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

Section 21.

Headings.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

Section 22.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 23.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 24.

Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 25.

Notices.

Any notice, demand or request required or permitted to be given hereunder shall be hand-delivered in writing or sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

If To The City:

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

Commissioner
Department of Cultural Affairs
City of Chicago
Chicago Cultural Center
78 East Washington Street
Chicago, Illinois 60602
Attention: Deputy Commissioner
Cultural Planning
Division

With A Copy To:

Office of Corporation Counsel
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Real Estate Division

If To Developer:

Vietnam Veterans Arts Group
1727 South Indiana Avenue
Chicago, Illinois 60616
Attention: Sondra M.Varco,
Executive Director

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 26.

Survival.

All representations and warranties contained in this Agreement are made as of the execution date of this Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

Section 27.

Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and conditions of this Agreement.

Section 28.

Cumulative Remedies.

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

Section 29.

Recordation Of The Agreement.

Upon the execution of this Agreement by the parties, the parties shall cause one original of this Agreement to be recorded with the Office of the Cook County Recorder of Deeds.

Section 30.

No Third Party Beneficiary.

The approvals given by the City pursuant to this Agreement, and the Certificate when issued by D.P.D., shall be only for the benefit of Developer, any lien holder authorized by this Agreement, and their successors in interest in the Property and the Improvements, and no other person or party may assert against the City or claim the benefit of such approval or Certificate.

Section 31.

Counterparts.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

Section 32.

Organization And Authority.

Developer represents and warrants that it is a not-for-profit corporation duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of Developer has the authority to do so.

Section 33.

Termination.

In the event that the Closing has not occurred within three (3) months from the date of this Agreement, the City may terminate upon written notice to Developer, and this Agreement shall be of no force and effect.

[The Remainder Of Page Has Been Intentionally Left Blank].

In Witness Whereof, The parties hereto have executed or caused this Agreement to be executed as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
J.F. Boyle, Jr.,
Commissioner,
Department of Planning
and Development

By: _____
Lois Weisberg,
Commissioner,
Department of Cultural
Affairs

Vietnam Veterans Arts Group,
an Illinois not-for-profit corporation

By: _____
Sondra M. Varco,
Executive Director

This instrument was prepared by,
and after recordation, should
be returned to:

Jory Wishnoff
Mark Lenz
Department of Law
City of Chicago
Room 610 -- City Hall
Chicago, Illinois 60602
(Telephone number omitted for printing purposes)

State of Illinois)
) SS
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that J.F. Boyle, Jr., personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Commissioner, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 1996.

_____
Notary Public

State of Illinois)
) SS
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Lois Weisberg, personally known to me to be the Commissioner of the Department of Cultural Affairs of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Commissioner, she signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 1996.

_____
Notary Public

State of Illinois)
) SS
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Sondra M. Varco, personally known to me to be the Executive Director of the Vietnam Veterans Arts Group, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Executive Director, she signed and delivered the said instrument, pursuant to authority given by the Vietnam Veterans Arts Group, as her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 1996.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Redevelopment Agreement constitutes Exhibit "A" to the ordinance and is printed on page 15428 of this Journal.]

AUTHORIZATION FOR TRANSFER OF YEAR 1996 FUNDS WITHIN CITY COUNCIL COMMITTEE ON PARKS AND RECREATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1996 within the City Council Committee on Parks and Recreation, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1996. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1996 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2215	0000	$2,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2215	0700	$2,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Parks and Recreation during the year 1996.

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

AUTHORIZATION FOR INSTALLATION OF WATER MAIN IN PORTION OF NORTH LEOTI AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an order authorizing the installation of a water main in North Leoti Avenue, from North Leader Avenue to North Landers Avenue, and 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Water is hereby authorized to install 335 feet of 8-inch ductile iron water main in North Leoti Avenue, from North Leader Avenue to North Landers Avenue at a total estimated cost of $44,775.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01810.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLE 8, CHAPTER 4, SECTION 091 OF MUNICIPAL CODE OF CHICAGO BY INCLUSION OF ILLEGAL ALTERATION OR MODIFICATION OF STRUCTURES IN PROHIBITED BUILDING MANAGEMENT ACTIONS.

The Committee on Buildings submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance (which was referred on January 10, 1996) to amend Section 8-4-

091 of the Municipal Code of Chicago by increasing the penalties in relation to unlawfully converted buildings, begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

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

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Any person who exercises control over the management of a residential building whose action or inaction leads to public health and safety problems should be penalized, as a punishment and a deterrent; and

WHEREAS, The illegal conversion of residential property into multi-family dwellings, boarding houses, or hotels causes a significant risk to public health and safety; and

WHEREAS, The recent fire at an illegal boarding house on the northwest side and the tragic deaths of two (2) of the twenty-five (25) persons living in the house reinforces the hazards posed by overcrowded housing conditions and the need to combat illegal conversions; now, therefore,

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

SECTION 1. Section 8-4-091 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

8-4-091 Prohibited Manner Of Managing Or Controlling Real Estate.

It shall be a violation of this section when any person who, when having management authority over or control of residential real estate, whether as a legal or equitable owner or as a managing agent or otherwise, recklessly permits the physical condition or facilities of the residential real estate to become or remain in any condition which endangers the health or safety of any person. Such conduct shall include, but not be limited to (a) recklessly allowing property to be improperly secured, resulting in the commission of a crime against a resident of the property or against any other person, (b) recklessly allowing property to collapse or partially collapse, resulting in injury to a person inside or outside of a building, (c) recklessly allowing property to remain in violation of applicable building code, fire code, or other applicable code provisions, [or] (d) recklessly failing to respond to reasonable requests by the city to repair a property that is in violation of an applicable provision of the Municipal Code, *or (e) recklessly endangering the health and safety of any person by illegally altering or modifying a structure to increase the number of dwelling units or living spaces within the structure, or by allowing any such alteration or modification to continue or to be used.* Any person found to have violated this section shall be: (a) subject to a fine of not less than $500.00 for each offense, (b) incarcerated for not more than 180 days, and/or (c) ordered to perform community service for a period not to exceed 200 hours. A separate and distinct offense shall be regarded as committed each day on which such person shall continue any such violation.

This section shall not apply to any free standing, owner-occupied single-family home or to any owner-occupied townhouse; provided, however, that this exception shall not apply to a single-family home, or to a townhouse, which is rented, or to any structure that is altered or modified in violation of Title 17, Section 11.13-1 of the Municipal Code. For purposes of this section a townhouse shall refer to: one of a row of houses connected by common side walls.

SECTION 2. This ordinance shall be in full force and effect ten (10) days after its passage and publication.

AMENDMENT OF TITLE 15, CHAPTERS 4 AND 24 OF MUNICIPAL CODE OF CHICAGO REGARDING STORAGE OF FLAMMABLE LIQUIDS.

The Committee on Buildings submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a substitute ordinance (which was adopted by the Committee on Buildings February 1, 1996) referring to diking and flammable liquid annual fees (replacing PO95-5029, which was submitted November 1, 1995) begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance which is transmitted herewith.

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

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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:

SECTION 1. Section 15-24-170 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

15-24-170 Aboveground tanks.

Aboveground tanks for flammable liquids shall be constructed throughout of open hearth steel or of wrought iron of a thickness in accordance with the following requirements:

Less than 1,110 gallons capacity

Capacity (gallons)	Minimum Thickness Of Material (United States Standard Gauge)
1 to 60, inclusive	18
61 to 350, inclusive	16
351 to 560, inclusive	14
561 to 1,100, inclusive	12

Any tank built in accordance with the Underwriters' Laboratories Standard 142 shall be acceptable. No open tank shall be used. Nothing in this chapter shall be construed as prohibiting the use of concrete tanks for the storage of liquids heavier than 35 degrees Baume gauge. All concrete tanks shall be constructed in accordance with the requirements of Chapter 13-136 of this code.

Horizontal Tanks Containing Over 1,100 Gallons. Tanks having a diameter of six feet or less shall be made of not less than three-sixteenths inch steel. Tanks having a diameter of more than six feet and not exceeding eleven feet, six inches shall be made of not less than one-fourth inch steel.

Vertical Tanks Containing Over 1,100 Gallons. Vertical tanks having more than 1,100 gallons capacity shall be so constructed of such material and so arranged as to have a factor of safety of not less than two and five-tenths. The minimum thickness of the shell or bottom shall be not less than three-sixteenths inch. The minimum thickness of roofs shall be not less than one-eighth inch. The tensile strength of the steel plate and the shearing strength of rivets shall be in accordance with the requirements of chapter 13-148 of this code. Tanks shall be riveted, welded or brazed and shall be caulked and made tight in a workmanlike manner. The top of

tanks shall be securely fastened to top ring with joints having the same tightness as the joints between the rings. All iron or steel tanks shall be thoroughly coated on the outside with a heavy protective paint. Roofs or tops of tanks shall have no unprotected openings and shall be firmly and permanently joined to the tank, and all joints shall be riveted and caulked, brazed or welded.

Pressure Tanks. Pressure tanks shall be riveted, welded or brazed and shall be fastened, caulked or otherwise made tight so as to sustain safely a hydrostatic test at a pressure not less than double the pressure at which the tank is to be used. The top of the tank shall be securely fastened to the top ring with joints of equal tightness to the bottom rings. Tanks shall be covered with heavy protective paint. All pipe connections shall be made through flanges or metal reinforcement securely riveted, welded or bolted to the tank and made thoroughly tight. Pressure tanks, including top, sides and bottom, shall be constructed entirely of metal. All openings in such tanks shall be gas-tight except the breather vent. Emergency vents shall be actuated on pressure tanks before the pressure exceeds 1.25 times the working pressure. The size of these vents shall be the same size as the relief valve.

Foundations and Grounding. All tanks shall be electrically grounded by resting directly upon moist earth or shall be electrically grounded to permanent moisture. No insulated connections shall be permitted. All steel work for reinforced concrete tanks shall be interconnected and grounded as herein provided for tanks. Tanks more than one foot above the ground shall have foundations and supports of noncombustible material. No combustible material shall be permitted under or within ten feet of any aboveground storage tank; provided, however, that nothing in this chapter shall be construed as prohibiting wooden cushions under tanks. Unprotected steel is prohibited as a means of supporting tanks when such tanks are located 50 feet or less from loading or unloading points, buildings or storage of combustible substances or materials. Over 59 feet, unprotected steel saddles are allowed if less than 12 inches high at the lowest point.

Dikes. Every aboveground storage tank containing flammable liquids shall be diked. Every group of tanks containing flammable liquids of Classes II and III may have a total capacity of, but shall not exceed 60,000 barrels within a single dike, and a barrel shall mean a volume of 42 U.S. gallons. Every tank containing flammable liquids of Class I shall be individually diked. Each dike shall have a capacity of not less than one and one-fourth times the combined capacity of the tank or tanks it surrounds. Earth dikes shall be firmly and compactly built of good earth or clay, from which stones, vegetable matter or other foreign material have been removed, and shall have a flat section at top not less than three feet wide and a slope at one to one (45 degrees) on both sides. Earth dikes shall be not less than four feet high on the inside and in no case higher than one-fourth the height of the tank when said tanks exceed 16 feet.

Embankments or dikes shall be continuous with no openings for pipe or roadway. Underground piping shall be laid well below the foundation of embankments. The provision of this section shall not apply to fuel oil tanks installed in connection with heating equipment where the aggregate capacity of the tanks does not exceed 550 gallons. Electrical equipment within diked areas shall be of explosion-proof types. *Provided, however, that diking of tanks within the area of Lake Calumet, bounded on the north by Slip No. 2, on the east by Stony Island Avenue, extended on the south by the Entrance Basin, and on the west by the Anchorage Basin of Lake Calumet, which area shall be authorized only as a planned development in accordance with the provisions of the Chicago Zoning Ordinance, may comply either with the foregoing provisions of this paragraph or with N.F.P.A. Flammable and Combustible Liquids Code 30 (1993), when such diked area is protected by an approved fire protection system.*

Capacity Limits. The capacity of any aboveground tank containing flammable liquids of Class I shall not exceed 15,000 gallons. The total capacity of tanks in any storage yard for the storage of Classes I and II flammable liquids shall not exceed 750,000 gallons, and the total capacity of tanks in any storage yard used exclusively for the storage of Class III flammable liquids shall not exceed 1,500,000 gallons; except that 1) in the area of Lake Calumet, bounded on the north by Slip No. 2, on the east by Stony Island Avenue, extended on the south by the Entrance Basin, and on the west by the Anchorage Basin of Lake Calumet, which area shall be authorized only as a planned development in accordance with the provisions of the Chicago Zoning Ordinance, tanks of 2,300,000 gallons or less capacity, containing flammable liquids of Classes I and II or tanks of 4,200,000 gallons or less capacity containing flammable liquids of Class III with no limitations on storage yard capacity, shall be permitted; and 2) at Chicago O'Hare International Airport tanks of 3,000,000 gallons or less capacity, containing flammable liquids of Class II with no limitations on storage yard capacity, shall be permitted. Crude oil or any other flammable liquids subject to boilover characteristics, and refining of any flammable liquid are prohibited in this area.

SECTION 2. Section 15-24-440 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

15-24-440 Piping.

Where the working pressure is less than 100 pounds, all pipe used in systems for transferring and venting of flammable liquids shall be of the standard full weight, ANSI Schedule 10 wrought iron, steel, stainless steel, brass type pipe, Type K copper tube or copper pipe. All pipe shall be connected with standard malleable fittings or welded. Copper tubing shall be connected with flare joints or sweat fittings employing solder having a melting point of one thousand degrees Fahrenheit or more. Where the

working pressure is in the excess of 100 pounds per square inch, extra heavy wrought steel pipe (ASTM Schedule 80) and fittings shall be used. All aboveground piping shall be rigidly supported. Swing joints shall be made with butt or close nipples. Cast iron fittings shall not be permitted. Underwriters' Laboratories, Inc. listed expansion joints or flexible underground pipe connectors not exceeding 24 inches in length shall be permitted. No flexible underground pipe connector shall be connected to any impact check valve or within five feet of any remote pumping dispenser.

SECTION 3. Section 15-4-220 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

15-4-220 Annual Fee.

The annual fee for a license issued under section 15-4-210 shall be as follows:

For each portable wheel tank, the license fee shall be $45.00.

Where the combined capacity of all containers or tanks does not exceed 100 gallons, the license fee shall be $15.00.

Where the combined capacity of all containers or tanks exceeds 100 gallons but does not exceed 400 gallons, the license fee shall be $74.00.

Where the combined capacity of all containers or tanks exceeds 400 gallons but does not exceed 5,325 gallons, the license fee shall be $149.00 for each 1,065 gallons or fraction thereof, and in addition thereto:

$89.00 for each 1,000 gallons or fraction thereof in excess of 5,325 gallons capacity, but no exceeding 7,000 gallons;

$59.00 dollars for each 1,000 gallons or fraction thereof in excess of 7,000 gallons capacity, but not exceeding 10,000 gallons;

$15.00 for each 1,000 gallons or fraction thereof in excess of 10,000 gallons capacity but no exceeding 15,000 gallons;

$6.00 for each 1,000 gallons or fraction thereof in excess of 15,000 gallons capacity.

Additional storage in excess of 15,000 gallons shall be at the rate of $6.00 for each 1,000 gallons storage capacity or fraction thereof.

In determining the total capacity of containers or tanks under this section, any used exclusively for the storage of kerosene but not exceeding a total capacity of 100 gallons shall be excluded.

Notwithstanding the foregoing, the combined annual license fee for all tanks under single ownership and located within a planned development (as defined in the Chicago Zoning Ordinance) in the area of Lake Calumet, bounded on the north by Slip No. 2, on the east by Stony Island Avenue, extended on the south by the Entrance Basin, and on the west by the Anchorage Basin of Lake Calumet, shall be $10,000.

SECTION 4. This ordinance shall take effect upon its passage and approval. Section 3 of this ordinance shall apply to the current license period and all subsequent license periods.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration various sign orders (which were referred on January 10, January 29 and January 30, 1996, respectfully) begs leave to recommend that Your Honorable Body do *Pass* the sixteen signs (one -- 2nd Ward; one -- 5th Ward; six -- 12th Ward; one -- 14th Ward; one -- 27th Ward; two -- 29th Ward; two -- 30th Ward; one -- 31st Ward; and one -- 32nd Ward) which are transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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):

317 -- 325 South Aberdeen Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Universal Outdoor, Inc., 930 Stiles Drive, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 317 -- 325 South Aberdeen Street (Permanent Property Index Numbers 17-17-224-003, -004, -005, -006):

Dimensions: length, 60 feet; height, 16 feet, 8 inches
Height Above Grade/Roof to Top of Sign: 130 feet
Total Square Foot Area: 1,000 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3039 North Central Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1810 North 32nd Avenue, Stone

Park, Illinois 60165, for the erection of signs/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at Dunkin Donuts, 3039 North Central Avenue:

Dimensions: length, 12 feet; height, 6 feet
length, 9 feet, 6 inches; height, 6 feet

Height Above Grade/Roof to Top of Signs: 35 feet
29 feet

Total Square Foot Areas: 72 square feet
43 square feet.

Such signs shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2560 West Cermak Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Best Neon Sign Co., 6801 South Bell Avenue, Chicago, Illinois 60636, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2560 West Cermak Road:

Dimensions: length, 74 feet; height, 4 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 333 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2318 North Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a

sign permit to Grate Sign, Inc., 4044 West McDonough Avenue, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Ace Hardware, 2318 North Cicero Avenue:

Dimensions: length, 5 feet, 5 inches; height, 17 feet
Height Above Grade/Roof to Top of Sign: 33 feet
Total Square Foot Area: 93.5 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2111 West Fullerton Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Sign, Inc., 4044 West McDonough Avenue, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Express Car Wash, 2111 West Fullerton Avenue:

Dimensions: length, 10 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1401 South Halsted Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Enterprises, 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height

and/or over 100 square feet (in area of one face) at 1401 South Halsted Street:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,056 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5555 West North Avenue.
(343 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art & Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5555 West North Avenue:

Dimensions: length, 49 feet; height, 7 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 343 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5555 West North Avenue.
(265 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art & Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5555 West North Avenue:

Dimensions: length, 53 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 265 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7240 South Stony Island Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to B. H. Awning, 2275 M-139, Benton Harbor, Michigan 49022, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Delray Farms, 7240 South Stony Island Avenue:

Dimensions: length, 110 feet; height, 96 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 880 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4000 West 40th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Company, Inc., 1322 Barclay Boulevard, Buffalo Grove, Illinois 60089, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Five Continents, Ltd., 4000 West 40th Street:

Dimensions: length, 18 feet by 17 feet; height, 39 feet
Height Above Grade/Roof to Top of Sign: 39 feet
Total Square Foot Area: 306 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 5401 WEST GRAND AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Sam Burrell (29th Ward) authorizing Class 6(b) tax incentives for the property located at 5401 West Grand Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

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

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

WHEREAS, Northwest Mailing Service, Inc. (the "Lessor") of the property commonly known as 5401 West Grand Avenue, Chicago, Illinois (hereinafter referred to as the "Subject Property"), will undertake the new construction of a 35,000 square foot industrial warehouse and distribution facility with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

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

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 5; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Northwest Mailing Service, Inc. will use the property for a warehousing and distribution center of a full service mail house; and

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

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

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 13-33-100-006-8002-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction at 5401 West Grand Avenue; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number: 13-33-100-006-8002-0000; and

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

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

COMMITTEE ON EDUCATION.

REAPPOINTMENT OF MR. RALPH G. MOORE AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 508.

The Committee on Education submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, under the date of October 2, 1995, reappointing Ralph G. Moore as a member of the Board of Trustees of Community College District No. 508 for a term ending June 30, 1998, begs leave to recommend that Your Honorable Body *Approve* the said reappointment which is transmitted herewith.

This recommendation was concurred in by a unanimous vote by the committee.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Ralph G. Moore as a member of the Board of Trustees of Community College District No. 508 was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

COMMEMORATION OF TWENTY-FIFTH ANNIVERSARY OF BILINGUAL EDUCATION IN CHICAGO PUBLIC SCHOOLS.

The Committee on Education submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, under the date of November 15, 1995, containing a resolution commemorating the twenty-fifth anniversary of bilingual education in Chicago public schools, begs leave to recommend that Your Honorable Body do *Adopt* the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote by the committee.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, Twenty-five years ago, pioneers in the field of language acquisition identified a sizable number of immigrant children entering Chicago schools who had little or no knowledge of English; and

WHEREAS, Steps were taken to secure teachers for the targeted languages, and programs were begun to teach English to the children on a local basis, depending on the minimal resources which were available; and

WHEREAS, It was soon realized that federal, state and city funds and mandates would be needed to make the necessary bilingual educational programs a reality; and

WHEREAS, The State of Illinois mandated bilingual education through the following: "Resolution: The Education of the Non-English Speaking Child" (BR73-1382, on December 12, 1973), and Chicago Public Schools began initiating programs in schools based on numbers of limited English proficient students; and

WHEREAS, The Board of Education of the City of Chicago is committed to educational excellence and equity for all students, as reflected in its policies and practices; and

WHEREAS, The Chicago Public Schools acknowledged an agreement with the Office of Civil Rights (October, 1977) protecting the civil rights of limited English-proficient students; and

WHEREAS, The Chicago School Reform Bill (Senate Bill 1840, September, 1988) placed responsibility for bilingual education at the local school level and established bilingual advisory committees in schools with bilingual programs; and

WHEREAS, The Board of Education adopted a "Policy on Multicultural Education and Diversity" (BR91-1023-PO1, October 23, 1991), and through this action, ". . . acknowledges that cultural identity is inseparable from language and encourages all staff to affirm the importance of respecting the language of each student, with second language proficiency being a desirable goal and a reflection of a precious cultural heritage . . ."; and

WHEREAS, The Board of Education of the City of Chicago ratified a "Policy on Bilingual Education" (BR92-0731-PO1, July, 1992) which states that the Board is committed to ". . . providing students whose language is

other than English with effective programs of bilingual education as an integral part of its commitment to providing each student in Chicago Public Schools with quality instructional programs"; and

WHEREAS, The policy further affirms that, "students whose language is other than English are entitled to educational programs which provide opportunities for academic growth through the home language and for the acquisition of English as a second language"; and

WHEREAS, Earlier this year, the Chicago City Council voted favorably on a resolution ". . . that the Board of Education of Chicago will maintain its historical commitment to educational policies and practices which support bilingual education and will not seek a waiver from the bilingual education mandate for the District No. 299"; now, therefore,

Be It Resolved, That we, the Mayor of the City of Chicago and members of the City Council of the City of Chicago, do hereby declare May 1 -- May 31, 1996 to be "Salute to Linguistic and Cultural Diversity -- Twenty-five Years of Bilingual Education in the Chicago Public Schools", in recognition of the pioneers, administrators, principals, teachers, teacher assistants and parent volunteers who have assisted hundreds of thousands of non-English speaking students adapt and succeed educationally in the American educational system.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF MR. ANTHONY J. PHILBIN AS MEMBER OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by The Honorable Richard M. Daley, Mayor, appointing Anthony J. Philbin as a member of the Southwest Home Equity Commission

II for a term expiring June 28, 1997, 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 votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice Chairman.

On motion of Alderman Troutman, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Anthony J. Philbin as a member of the Southwest Home Equity Commission II was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving the sale of property under the Adjacent Neighbors Land Acquisition Program at the following locations:

9325 South Burnside Avenue

6041 South Champlain Avenue

8538 South Exchange Avenue

2420 West Fillmore Street

3537 West Flournoy Street

3932 West Grenshaw Street

1108 -- 1114 South Keeler Avenue

3618 West Lexington Street

214 North Lockwood Avenue

4146 West Maypole Avenue

7220 South Morgan Street

830 North St. Louis Avenue

1827 South Spaulding Avenue

1622 South Springfield Avenue

6928 -- 6930 South Stewart Avenue

420 East 44th Street,

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

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

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 accepts the following bids to purchase city-owned vacant property ("Parcels") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program") which was approved by the City Council by an ordinance adopted September 14, 1994, (pages 56195 to 56198 of the Journal of the City Council Proceedings). The bids and legal descriptions of the Parcels are as follows:

Bidder: Mr. John Coleman

Address: 9327 South Burnside Avenue

Bid Amount: $300.00

Real Estate Number: 4434

Address: 9325 South Burnside Avenue

Index Number: 25-03-425-013-0000

Legal Description

Lot 21 in Block 6 in Burnside, a subdivision of the southeast quarter of the southeast quarter of Section 3 and part of the south half of the west quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 9325 South Burnside Avenue, Chicago, Illinois).

Bidder: Ms. Meredith LaBranche

Address: 6037 South Champlain Avenue

Bid Amount: $300.00

Real Estate Number: 6465

Address: 6041 South Champlain Avenue

Index Number: 20-15-406-006-0000

Legal Description

the north 25 feet of Lot 21 in Lincoln Brooks' Park End Subdivision of Lot 14 in Maher's Subdivision of the southeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6041 South Champlain Avenue, Chicago, Illinois).

Bidder: Mr. Benito Cordova

Address: 8532 South Exchange Avenue

Bid Amount: $300.00

Real Estate Number: 6847

Address: 8538 South Exchange Avenue

Index Numbers: 21-31-418-034-0000

21-31-418-035-0000

Legal Description

Lots 15 and 16 in Block 26 in Circuit Court Partition of the southeast quarter of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8538 South Exchange Avenue, Chicago, Illinois).

Bidder: Mr. James Satore

Address: 2424 West Fillmore Street

Bid Amount: $300.00

Real Estate Number: 9597

Address: 2420 West Fillmore Street

Index Number: 16-13-424-040-0000

Legal Description

Lot 46 in Block 2 in S. W. Rawson's Subdivision of S.W. Rawson's Subdivision of the east half of the southeast quarter of the southeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2420 West Fillmore Street, Chicago, Illinois).

Bidder: Mr. Ronnie McKenzie

Address: 3535 West Flournoy Street

Bid Amount: $300.00

Real Estate Number: 6259

Address: 3537 West Flournoy Street

Index Number: 16-14-404-013-0000

Legal Description

Lot 15 in Block 10 in George K. Schoenberger's Subdivision of the west three-quarters of the north 40 rods of the southeast quarter of Section 14,

Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3537 West Flournoy Street, Chicago, Illinois).

Bidder: Ms. Martha Andrews

Address: 3928 West Grenshaw Street

Bid Amount: $300.00

Real Estate Number: 2495

Address: 3932 West Grenshaw Street

Index Number: 16-14-323-035-0000

Legal Description

Lot 16 in Alonzo G. Fisher's Subdivision of Lot 1 in Block 8 in Circuit Court Partition, being a subdivision of the west half 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 3932 West Grenshaw Street, Chicago, Illinois).

Bidder: Mr. Johnnie M. Baker and Ms. Margaret Milam

Address: 1102 South Keeler Avenue

Bid Amount: $300.00

Real Estate Number: 6073

Address: 1108 -- 1114 South Keeler Avenue

Index Number: 16-15-422-037-0000

Legal Description

Lot 4 and the north half of Lot 5 in Block 6 in Webster Batcheller's Subdivision of that part lying south of the south line of the Chicago Great Western Railroad Co. right-of-way of the east half of that part of the west half of the southeast quarter, South Barry Point Road, of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook

County, Illinois (commonly known as 1108 -- 1114 South Keeler Avenue, Chicago, Illinois).

Bidder: Mr. Ralph Hopkins

Address: 3616 West Lexington Street

Bid Amount: $300.00

Real Estate Number: 5316

Address: 3618 West Lexington Street

Index Number: 16-14-308-033-0000

Legal Description

Lot 41 in Block 1 in Betsy Boilvin's Subdivision of 10 acres south and adjoining the north 5 acres of the east half of the east half 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 3618 West Lexington Street, Chicago, Illinois).

Bidder: Ms. Betty Booker

Address: 218 North Lockwood Avenue

Bid Amount: $300.00

Real Estate Number: 9385

Address: 214 North Lockwood Avenue

Index Number: 16-09-311-034-0000

Legal Description

Lot 7 in Block 2 in the subdivision of the east half of the west half of the northeast quarter of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of West Lake

Street, in Cook County, Illinois (commonly known as 214 North Lockwood Avenue, Chicago, Illinois).

Bidder: Mr. Melvin Harris

Address: 4140 West Maypole Avenue

Bid Amount: $300.00

Real Estate Number: 5731

Address: 4146 West Maypole Avenue

Index Number: 16-10-410-047-0000

Legal Description

Lot 31 in Block 15 in the subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4146 West Maypole Avenue, Chicago, Illinois).

Bidder: Ms. Ann Snelling

Address: 7218 South Morgan Street

Bid Amount: $300.00

Real Estate Number: 6492

Address: 7220 South Morgan Street

Index Number: 16-02-420-030-0000

Legal Description

Lot 9 in Block 4 in McKey's Addition to Englewood, said addition being a subdivision of the east half of the northwest quarter of the northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7220 South Morgan Street, Chicago, Illinois).

Bidder: Mr. Tom Holmes

Address: 832 North St. Louis Avenue

Bid Amount: $300.00

Real Estate Number: 7768

Address: 830 North St. Louis Avenue

Index Number: 16-02-420-030-0000

Legal Description

Lot 235 in Dickey's 2nd Addition to Chicago in the southeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 830 North St. Louis Avenue, Chicago, Illinois).

Bidder: Mr. Michael D. Stokes

Address: 1825 South Spaulding Avenue

Bid Amount: $300.00

Real Estate Number: 8090

Address: 1827 South Spaulding Avenue

Index Number: 16-23-413-016-0000

Legal Description

Lot 27 in Block 9 in Douglas Park Addition to Chicago in 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 1827 South Spaulding Avenue, Chicago, Illinois).

Bidder: Ms. Daisy Pratcher

Address: 1620 South Springfield Avenue

Bid Amount: $300.00

Real Estate Number: 8939

Address: 1622 South Springfield Avenue

Index Number: 16-23-301-028-0000

Legal Description

Lot 15 in Block 2 in Moore's Subdivision of Lot 1 in the Superior Court Partition of the west 60 acres north of Southwestern Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1622 South Springfield Avenue, Chicago, Illinois).

Bidder: Ms. Mary Jane Lightfoot

Address: 6934 South Stewart Avenue

Bid Amount: $300.00

Real Estate Number: 6262

Address: 6928 -- 6930 South Stewart Avenue

Index Number: 20-21-320-028-0000

Legal Description

Lots 9 and 10 (except the south 30 feet of Lot 10) in Block 1 in L.W. Beck's Subdivision of the southeast quarter and the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6928 -- 6930 South Stewart Avenue, Chicago, Illinois).

Bidder: Mr. Sidney and Mrs. Mary Lee

Address: 422 East 44th Street

Bid Amount: $300.00

Real Estate Number: 7758

Address: 420 East 44th Street

Index Number: 20-03-400-036-0000

Legal Description

Lot 1 in Hart and Frank's Subdivision of Lot 4 and the west 35 feet of Lot 5 in Emigh and Kilmers Subdivision of that part west of South Vincennes Avenue of the south half of the northwest quarter of the northwest quarter of

the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 420 East 44th Street, Chicago, Illinois).

SECTION 2. The conveyances of the Parcels shall be subject to all terms, conditions, covenants and restrictions of the Program, and any additional terms, conditions and restrictions contained in the advertisement announcing the Program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to the bidders. The Parcels shall also be conveyed subject to covenants, zoning and building restrictions, easements and conditions of record, and all general real estate taxes and assessments.

SECTION 3. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, quitclaim deeds conveying all interest of the City of Chicago in the Parcels to the successful bidders identified in Section 1.

SECTION 5. Upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of the Parcels has been completed, the City Clerk is authorized to deliver the cashier's checks, certified checks, bank checks and money orders from the successful bidders to the City Comptroller, who is authorized to deposit the checks and money orders into the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to all unsuccessful bidders for the purchase of the Parcels.

SECTION 7. This ordinance shall take effect and be in full force from the date of its passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 924 EAST 46TH STREET TO ELLIS/FORTY-SIX COMMUNITY ORGANIZATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a negotiated sale at 924 East 46th 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 votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Ellis/Forty-six Community Organization, an Illinois not-for-profit corporation ("Grantee"), 4544 -- 4546 South Ellis Avenue, Chicago, Illinois, has offered to purchase the Property from the City for use as parking and open space; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Two Thousand Three Hundred and no/100 Dollars ($2,300.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is used in connection with the Grantee's organization for a period of not less than five (5) years.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and reentry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

The south 28.95 feet of the north half of the east 46 feet of the west 55 feet of Lot 8, the east 46 feet of the west 55 feet of the south half of Lot 8, and the north 10.3 feet of the east 46 feet of the west 55 feet of Lot 9 in Block 5 in Walker & Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 924 East 46th

Street, Chicago, Illinois, rear of rear, Permanent Index Nos. 20-02-312-024, 20-02-312-028, 20-02-312-031 and 20-02-312-046).

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 41 -- 59 WEST 15TH STREET/1500 SOUTH DEARBORN STREET TO 15TH AND CLARK STREETS LIMITED PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the sale of property at 41 -- 59 West 15th Street/1500 South Dearborn Street to the 15th And Clark Streets Limited Partnership, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City currently owns certain real property ("Property") as set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Property was acquired by the City with Federal Transit Administration funds in connection with Howard/Dan Ryan Transit Improvement Project ("Project"); and

WHEREAS, The Property is no longer needed for the Project; and

WHEREAS, The Department of General Services ("Department") advertised the Property for sale; and

WHEREAS, The 15th And Clark Streets Limited Partnership ("Purchaser") submitted the only bid for the Property; and

WHEREAS, The Federal Transit Authority has approved the sale of the Property to the Purchaser; and

WHEREAS, The Department desires to sell the Property to the Purchaser in accordance with the terms set forth herein; now, therefore,

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

SECTION 1. The sale proposed by the Department of General Services of the City of Chicago of the Property commonly known as 41 -- 59 West 15th Street/1500 South Dearborn Street and legally described in Exhibit A which is attached hereto is hereby approved as follows:

Purchaser	Address	Square Feet	Price Per Square Foot	Total Price
15th And Clark Streets Limited Partnership	41 -- 59 West 15th Street/ 1500 South Dearborn Street	30,814.19	$19.50	$601,000 (may be adjusted according to survey)

SECTION 2. The Commissioner of General Services is authorized to execute such documents as may be necessary to implement the provisions of this ordinance subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

That part of Lots 34, 35 and 36 in Wilder's South Addition to Chicago, in Cook County, Illinois (situated in the northeast quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian) together with that part of Blocks 30, 31, 32 and 33 in Assessor's Second Division of the east fraction of the northeast quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, lying south of the south line of West 15th Street, bounded and described as follows:

commencing at the intersection of the south line of West 15th Street and the west line of Block 30, being the east line of South Clark Street; thence south along the west line of Blocks 30, 31, 32 and 33, having a bearing of south 00 degrees, 09 minutes, 20 seconds east (assumed), a distance of 246.26 feet to the northwesterly line of a parcel of land conveyed to the Atchinson, Topeka and Santa Fe Railroad Company in Chicago by deed recorded in the Recorder's Office of Cook County, Illinois on January 14, 1901 as Document No. 305347; thence north 57 degrees, 08 minutes, 33 seconds east along said northwesterly line, a distance of 16.0 feet to the point of beginning; thence continuing along said line a distance of 225.89 feet to a deflection point in said northwesterly line; thence north 55 degrees, 53 minutes, 33 seconds east

a distance of 160.35 feet to a point on the east line of said lot in Wilder's South Addition to Chicago, aforesaid, a distance of 25.95 feet south from the northeast corner of said Lot 34; thence north 00 degrees, 12 minutes, 20 seconds west along said east line of said Lot 34 a distance of 25.95 feet to the northeast corner of said Lot 34, being the south line of West 15th Street; thence west along said south line of West 15th Street, a distance of 180.12 feet to a point 156.63 feet east of the intersection of said south line and the east line of South Clark Street; thence south 40 degrees, 02 minutes, 38 seconds west a distance of 211.63 feet; thence south 00 degrees, 09 minutes, 20 seconds west a distance of 32.10 feet; thence south 01 degrees, 27 minutes, 22 seconds west a distance of 47.51 feet to the point of beginning (commonly known as 41 -- 59 West 15th Street/1500 South Dearborn Street, Chicago, Illinois Permanent Index Number 17-21-210-091).

REPEAL OF PRIOR CONVEYANCE OF CITY-OWNED PROPERTY AT 4508 -- 4510 SOUTH MC DOWELL AVENUE AND APPROVAL FOR RECONVEYANCE TO MR. DANIEL M. ZARAGOZA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of property at 4508 -- 4510 South McDowell Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns a parcel of property located at 4508 -- 4510 South McDowell Avenue (Permanent Index Numbers 20-05-305-035 and 036) ("Property"); and

WHEREAS, The City Council of the City, by ordinance adopted October 3, 1990, authorized the conveyance of the Property to Back of the Yards Neighborhood Council for use as a community center; and

WHEREAS, Back of the Yards Neighborhood Council no longer requires the Property for use as a community center, and the structures on the Property have been demolished by the City; and

WHEREAS, Daniel M. Zaragoza, an individual, has informed the Department of Housing ("Department") of his willingness to acquire the Property and develop it as off-street parking in conjunction with his nearby business enterprise; and

WHEREAS, Daniel M. Zaragoza has agreed to pay Seven Thousand and no/100 Dollars ($7,000.00) for the Property which is the appraised fair market value as determined by the Department; and

WHEREAS, The Department has reviewed the proposal of Daniel M. Zaragoza and has determined that it is satisfactory; and

WHEREAS, No other developers have responded to the Department's notice of intent to negotiate with Daniel M. Zaragoza which was published in the *Chicago Sun-Times* newspaper on October 2, 1995; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The ordinance adopted on October 3, 1990 is hereby repealed and is of no further force and effect.

SECTION 3. The conveyance of the Property to Daniel M. Zaragoza for Seven Thousand and no/100 Dollars ($7,000.00) is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City a redevelopment agreement, if necessary, and all other documents which may be required to implement the conveyance of the Property to Daniel M. Zaragoza, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to Daniel M. Zaragoza, or to a land trust of which Daniel M. Zaragoza is the sole beneficiary, or to a business entity of which Daniel M. Zaragoza is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall take effect upon its passage.

ACCEPTANCE OF OFFER FROM ASSOCIATED TALMUD TORAHS OF CHICAGO FOR PURCHASE OF BOARD OF EDUCATION PROPERTY AT 3021 WEST DEVON AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Board of Education approving the sale and conveyance of Board of Education property at 3021 West Devon Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 Board of Education of the City of Chicago has recommended to the City Council Committee on Housing and Real Estate of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to 105 ILCS, 5/34-21D.3, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable and inappropriate to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and real estate having a fair market value of more than Twenty-five Thousand and no/100 Dollars ($25,000.00) which has been continuously leased by the same entity and used as a school attendance center for at least ten (10) years may be negotiated and shall not require notice or competitive bid; and

WHEREAS, The said real estate hereinafter described has a fair market value of more than Twenty-five Thousand and no/100 Dollars ($25,000.00) as evidenced by the following appraisal:

Terrence O'Brien and Company
January 12, 1994
Market Value: $900,000.00

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, at its meeting of July 26, 1995, authorized a lease extension and purchase option to Associated Talmud Torahs of Chicago to purchase the building and land located at 3021 West Devon Avenue for Nine Hundred Thousand and no/100 Dollars ($900,000.00); and

WHEREAS, The Public Building Commission has commenced construction of an addition for each of the Clinton, Kilmer, and Hayt Elementary Schools; and

WHEREAS, The Associated Talmud Torahs of Chicago, an Illinois not-for-profit corporation, 2828 West Pratt Boulevard, has exercised its option to purchase the building and land at 3021 West Devon Avenue, for the appraised value of Nine Hundred Thousand and no/100 Dollars ($900,000.00); now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the offer of the Associated Talmud Torahs of Chicago to purchase the school building and land described as follows:

> Lots 1 to 10 and 225 to 227, all inclusive, in Krenn and Dato's Devon Kedzie Addition to North Edgewater, being a subdivision of the northwest quarter of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and the vacated east and west 16 foot public alleys lying north of and adjoining Lot 225 aforesaid, in Cook County, Illinois,

which property has a frontage of 239 feet on North Whipple Street, 264 feet on West Devon Avenue and 124 feet on North Sacramento Avenue and contains approximately forty-six thousand nine hundred ninety-six (46,996) square feet/one and eight hundreths (1.08) acres, and is no longer necessary, suitable or appropriate to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed conveying to the Associated Talmud Torahs of Chicago, an Illinois religious corporation, all rights of the City of Chicago In Trust For The Use Of Schools, in and to said school property.

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

RECISSION OF OFFERS TO PURCHASE BOARD OF EDUCATION PROPERTY AT 9953 -- 9955 SOUTH BEVERLY AVENUE AND 2839 WEST FILLMORE STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Board of Education repealing bids for the sale of Board of Education property at the following locations:

9953 -- 9955 South Beverly Avenue

2839 West Fillmore Street,

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

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

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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):

9953 -- 9955 South Beverly Avenue.

WHEREAS, The Board of Education of the City of Chicago, by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, at its meeting of September 29, 1993, recommended that the City Council of the City of Chicago accept the offer of Mr. Elton McClendon, Buyer, in the amount of Twelve Thousand Dollars ($12,000) to purchase the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed that the Mayor and the City Clerk sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use Of Schools in and to said school property, and deliver said deed to the Director of the Bureau of Real Estate Management of the Board of Education of the City of Chicago being duly authorized to deliver said deed to the purchaser or his nominee upon receipt of the purchase price; and

WHEREAS, The Buyer, Mr. Elton McClendon, has failed to deposit the purchase price of Twelve Thousand Dollars ($12,000) in the escrow account; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, at its meeting of December 20, 1995, recommended that the acceptance of the offer from Mr. Elton McClendon, 10823 South Normal Avenue, Chicago, Illinois 60628, in the amount of Twelve Thousand Dollars ($12,000) to purchase said property, be rescinded; now, therefore,

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

SECTION 1. That the City of Chicago hereby rescinds the acceptance of the offer of Mr. Elton McClendon to purchase vacant land described as follows:

Lots 55 and 56 in Block 4 in Hough and Reed's Addition to Washington Heights, being a subdivision of Lot 17 in Block 4 of Washington Heights, and that part of the southwest quarter of Section 8, Township 37 North, Range 14 East of the Third Principal Meridian, lying north of the south 100 acres of said quarter, excepting the right-of-way of the C.R.I. & P. and the C.C. & Illinois Central Railroad over said tract, in Cook County, Illinois,

which property has a frontage of fifty (50) feet on South Beverly Avenue and contains approximately nine thousand four hundred eighty-four (9,484) square feet /twenty-two hundredths (0.22) acres.

SECTION 2. That the Mayor and the City Clerk declare null and void the deed signed and attested conveying to Mr. Elton McClendon all rights of the City of Chicago In Trust For The Use of Schools, in and to said school property.

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

2839 West Fillmore Street.

WHEREAS, The Board of Education of the City of Chicago, by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, at its meeting of October 28, 1992, recommended that the City Council of the City of Chicago accept the offer of the National Association of Christian Business Men and Business Women, buyer, in the amount of Twenty Thousand Dollars ($20,000) to purchase the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed that the Mayor and the City Clerk sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property, and deliver said deed to the Director of the Bureau of Real Estate Management of the Board of Education of the City of Chicago being duly authorized to deliver said deed to the purchaser or his nominee upon receipt of the purchase price; and

WHEREAS, The buyer, the National Association of Christian Business Men and Business Women, has failed to deposit the purchase price of Twenty Thousand Dollars ($20,000) in the escrow account; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds ($\frac{2}{3}$)of its full membership, at its meeting of December 20, 1995, recommended that the acceptance of the offer from the

National Association of Christian Business Men and Business Women, 311 North Desplaines Street, Suite 610, Chicago, Illinois 60606, in the amount of Twenty Thousand Dollars ($20,000) to purchase said property, be rescinded; now, therefore,

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

SECTION 1. That the City of Chicago hereby rescinds the acceptance of the offer of the National Association of Christian Business Men and Business Women to purchase the vacant school building and land described as follows:

> Lots 1 to 9, inclusive, Lots 36 to 44, inclusive, and the vacated alley adjoining said lots in Block 2 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G.W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of two hundred fifty-seven and four hundredths (257.04) feet on West Fillmore Street, two hundred thirty-nine and six-tenths (239.6) feet on South Mozart Street, two hundred twenty-three and six tenths (223.6) feet on South Francisco Avenue, contains sixty-six thousand six hundred nine (66,609) square feet/one and fifty-two hundredths (1.52) acres and is improved with a school building.

SECTION 2. That the Mayor and the City Clerk declare null and void the deed signed and attested conveying to the National Association of Christian Business Men and Business Women all rights of the City of Chicago In Trust For The Use Of Schools, in and to said school property.

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

ACCEPTANCE OF DEED FROM PUBLIC BUILDING COMMISSION OF CHICAGO FOR PROPERTY AT 3100 SOUTH CENTRAL PARK AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the City to accept a reconveyance of property at 3100 South Central Park Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, It is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of General Services the property located at 3100 South Central Park Avenue legally described on Exhibit A attached hereto; and

WHEREAS, The Commissioner of the Department of General Services or its duly authorized designee is authorized by the above ordinance to accept the donation of the above property; and

WHEREAS, Upon our acceptance of this donation, the owner has agreed to convey to the City fee simple absolute title to the parcel; now, therefore,

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

SECTION 1. The City of Chicago has agreed to accept this property from the Public Building Commission.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the parcel, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective from and after its passage.

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

Exhibit "A".

Lots 1 through 30, both inclusive, Lot 32, and Lots 34 through 45, both inclusive, in Block 1 in Gary and Jacobson's Subdivision of that part of the east half of the east half of the northwest quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of the west fork of the south branch of the Chicago River, in Cook County, Illinois.

Permanent Index Numbers:	16-35-107-001 through 009
	16-35-107-041
	16-35-107-046 through 048
Common Address:	3100 South Central Park Avenue Chicago, Illinois.

AUTHORIZATION FOR EXECUTION OF LEASE RENEWAL AT 1358 WEST WEBSTER AVENUE FOR DEPARTMENT OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving the renewal of a lease at 1358 West Webster Avenue for the Department of Streets and Sanitation (Lease No. 13005), 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 votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 a lease with Anthony J. Pauletto and Jay Hechtman, as sole beneficiaries under Capitol Bank and Trust of Chicago, Trust No. 422 dated November 8, 1982, as landlord, for the entire building which consists of approximately one thousand five hundred eighty-five (1,585) square feet of office space and labor rooms on the first (1st) floor, seven hundred ninety-seven (797) square feet of office space on the second (2nd) floor, and one thousand two hundred forty-eight (1,248) square feet of garage space located at 1358 West Webster Avenue for use by

the Department of Streets and Sanitation, as tenant, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1996 by and between Anthony J. Pauletto and Jay Hechtman, as sole beneficiaries under Capitol Bank and Trust of Chicago, Trust No. 422, dated November 8, 1982 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 1358 West Webster Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately one thousand five hundred eighty-five (1,585) square feet of office space and labor rooms on the first (1st) floor, seven hundred ninety-seven (797) square feet of office space on the second (2nd) floor, one thousand two hundred forty-eight (1,248) square feet of garage space located at 1358 West Webster Avenue to be used by the Department of Streets and Sanitation as its 43rd Ward Yard office;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately one thousand five hundred eighty-five (1,585) square feet of office space and labor rooms on the first (1st) floor, seven hundred ninety-seven (797) square feet of office space on the second (2nd) floor, one thousand two hundred forty-eight (1,248) square feet of garage space located on that certain parcel of real estate more commonly known as 1358 West Webster Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on March 1, 1996, ("Commencement Date"), and shall end on February 28, 2001, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Five Thousand Eight Hundred Forty-two and no/100 Dollars ($5,842.00) per month for a period beginning on the first (1st) day of March, 1996 and ending on the twenty-eighth (28th) day of February, 1997;

(b) Six Thousand One Hundred Ninety and no/100 Dollars ($6,190.00) per month for a period beginning on the first (1st) day of March, 1997 and ending on the twenty-eighth (28th) day of February, 2001.

Rent shall be paid to Landlord, Anthony J. Pauletto and Jay Hechtman, in care of Jay Hechtman, 444 North Skokie Boulevard, Wilmette, Illinois, 60091, or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited therein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal Liability Insurance policy, or a Certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million Dollars ($1,000,000) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning March 1, 2001 and the rent shall be at the same rate as set forth in Section 3.1(b) of this lease. However, commencing after six (6) months from termination of the lease, Landlord will be entitled to remedies as pursuant to Illinois statutes.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be

given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Anthony J. Pauletto
Westmoreland Building
Suite 516
9933 Lawler
Skokie, Illinois 60077

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord

with one hundred twenty (120) days prior written notice after execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide hot and domestic water for the Premises.

11.2

Maintain plumbing in good operable condition.

11.3

Maintain two (2) fire extinguishers on the Premises at all times.

Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.4

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.5

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.6

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed

as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants, is illegal, or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

Section 13.

Additional Clauses.

13.1

Tenant shall pay for any damage to overhead garage during working hours of Department.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____
Capitol Bank and Trust of Chicago, Trust Number 422, dated November, 8 1982

By: _____
Anthony J. Pauletto

By: _____
Jay Hechtman

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Department of
Streets and
Sanitation

By: _____
Eileen Carey,
Commissioner

Approved As To Form And
Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 4312 WEST NORTH AVENUE FOR CHICAGO PUBLIC LIBRARY.
(North Avenue Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 4312 West North Avenue for the Chicago Public Library, North Avenue Branch (Lease No. 19041), 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 votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease with LFL Properties, Inc., as agent for landlord, for approximately six thousand two hundred forty-three (6,243) square feet of office space located at 4312 West North Avenue, for use by the Chicago Public Library, as tenant, such lease to be approved by the commissioner of the Chicago Public Library and the president of the Chicago Public Library Board of Directors and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995 by and between LFL Properties, Inc., as agent for landlord (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4312 West North Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately six thousand two hundred forty-three (6,243) square feet of office space located at 4312 West North Avenue (proposed shopping center) to be used by the Chicago Public Library (North Avenue Branch);

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately six thousand two hundred forty-three (6,243) square feet of ground floor office space located on that certain parcel of real estate more commonly known as 4312 West North Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on March 1, 1996 ("Commencement Date") or the date of occupation, whichever is later, and shall end on February 28, 2002, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Eight Thousand Two Hundred Three and no/100 Dollars ($8,203.00) per month for the period beginning on the 1st day of March, 1996, or the date of occupation, with said monthly rental being prorated on the per diem basis if the initial term does not commence on the 1st day of the month, and ending on the 28th day of February, 1997;

(b) Eight Thousand Three Hundred Seventy-two and no/100 Dollars ($8,372.00) per month for the period beginning on the 1st day of March, 1997 and ending on the 28th day of February, 1998;

(c) Eight Thousand Five Hundred Thirty-six and no/100 Dollars ($8,536.00) per month for the period beginning on the 1st day of March, 1998 and ending on the 28th day of February, 1999;

(d) Eight Thousand Seven Hundred Eight and no/100 Dollars ($8,708.00) per month for the period beginning on the 1st day of March, 1999 and ending on the 28th day of February, 2000;

(e) Six Thousand One Hundred Fourteen and no/100 Dollars ($6,114.00) per month for the period beginning on the 1st day of March, 2000 and ending on the 28th day of February, 2001;

(f) Six Thousand Three Hundred Twenty-six and no/100 Dollars ($6,326.00) per month for the period beginning on the 1st day of March, 2001 and ending on the 28th day of February, 2002.

Rent shall be paid to Landlord at LFL Properties, Inc., 5901 North Cicero Avenue, Suite G-2, Chicago, Illinois 60646 or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and

quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term of this lease, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the Laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury and

property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, broad form property, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the lease.

c) Comprehensive Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury and property damage.

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned or rented by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Bureau of Real Estate Management, Room 303B, 510 North Peshtigo Court, Chicago, Illinois 60611, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Landlord shall submit evidence of insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance polices indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord

of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waiver their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the lease documents or by Law.

The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of Law.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning March 1, 2002 and the rent shall be at the same rate as set forth in Section 3.1f of this lease.

Section 10.

Miscellaneous.

10.1 Notices.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

LFL Properties, Inc.
Attention: Gerald Lipkin
Suite G-2
5901 North Cicero Avenue
Chicago, Illinois 60646

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all

purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice after forty-eight (48) months from execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Install signage for Tenant that is uniform with shopping center.

11.2

Provide at Landlord's sole cost and expense, all hot and domestic water for the Premises.

11.3

Maintain plumbing in good operable condition.

11.4

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.5

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.6

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.7

Provide heat to the Premises, whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants; is illegal; or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

Section 13.

Additional Clauses.

13.1 Landlord's Buildout Obligation.

Landlord shall buildout the Premises as set forth in the "Buildout". A copy of each page of such Drawings has been initialed for identification and approval by LFL Properties, Inc., for Landlord and David Madia, for Tenant.

A. Tenant shall have the right to appoint a representative to oversee and reasonably approve the Buildout work ("Tenant Representative"). Tenant Representative shall be an agent for the City of Chicago from either its Department of General Services, the Chicago Public Library and its Office of Budget and Management.

B. Construction schedule for Buildout shall be agreed to by Tenant which will not unreasonably be withheld or delayed.

C. No changes to design or grade of materials can be made without approval from Tenant.

D. Tenant will be notified in writing prior to completion of Premises for final walk-through.

E. Occupation of space will commence within two (2) weeks of Tenant's approval of walk-through.

F. In the event that Landlord's Buildout (see (Sub)Exhibit A) of the leased Premises is not substantially completed within sixty (60) days after the execution of the lease by Tenant, Tenant shall have the one time right to terminate this lease by written notice to Landlord to be received by Landlord no later than sixty-five (65) days after the execution of the lease by Tenant.

13.2

Landlord shall provide four (4) exclusive off-street parking spaces behind leased Premises during the Term of the lease. The balance to be unreserved.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord: LFL Properties, Inc.

By: _____

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Chicago Public Library

By: _____
Mary Dempsey,
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
Cindy Pritzker,
President

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

[(Sub)Exhibit "A" referred to in this Lease Agreement printed on page 15540 of this Journal.]

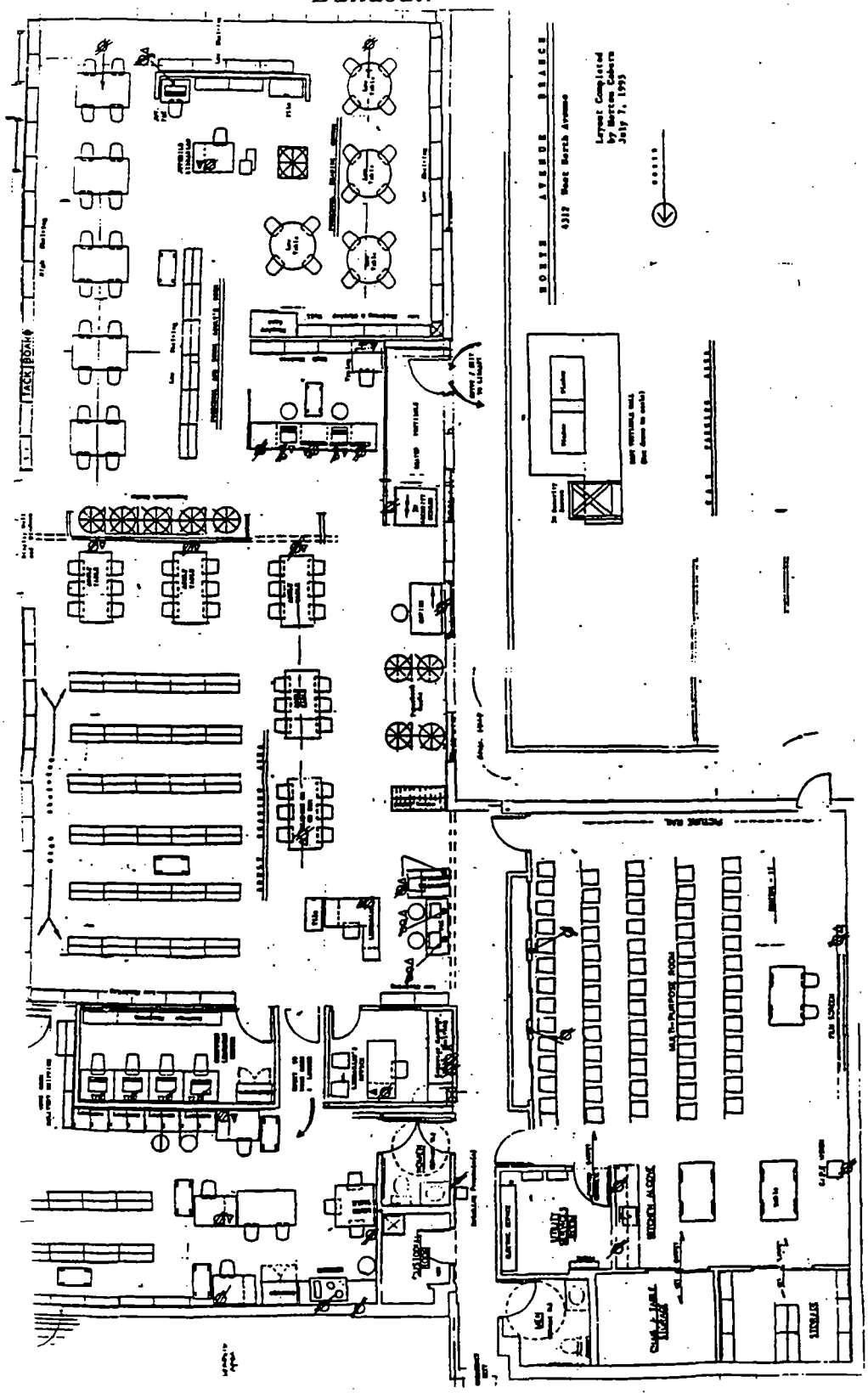
AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 1709 SOUTH PRAIRIE AVENUE FOR MAYOR'S OFFICE OF SPECIAL EVENTS.

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 15541)

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

Buildout.



(Continued from page 15539)

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 1709 South Prairie Avenue for the Mayor's Office of Special Events (Lease No. 14143), 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 votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 with Central Station Development Corporation, as landlord, for approximately one thousand two

hundred (1,200) square feet of ground floor office space and approximately thirty-three thousand seven hundred eighty-five (33,785) square feet of warehouse space for a total of thirty-four thousand nine hundred eighty-five (34,985) square feet and adjacent parking lot located at 1709 South Prairie Avenue, for use by the Mayor's Office of Special Events, as tenant; such lease to be approved by the Director of Special Events and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1996, by and between Central Station Development Corporation (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 1709 South Prairie Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately one thousand two hundred (1,200) square feet of office space and thirty-three thousand seven hundred eighty-five (33,785) square feet of warehouse space located at 1709 South Prairie Avenue, to be used by the Mayor's Office of Special Events;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately thirty-four thousand nine hundred eighty-five (34,985) square feet of warehouse and office space located on that certain parcel of real estate more commonly known as 1709 South Prairie Avenue, Chicago, Illinois (the "Premises") (see (Sub)Exhibit A).

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 1996, or date of occupation, whichever is earlier ("Commencement Date"), and shall end on December 31, 2000, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) Nine Thousand Nine Hundred Twelve and no/100 Dollars ($9,912.00) per month for the period beginning on the first (1st) day of January, 1996 or date of occupation with said monthly rental being prorated on a per diem basis if the initial term does not commence on the first (1st) day of the month, and ending on the thirty-first (31st) day of December, 1996;

b) Ten Thousand One Hundred Ten and no/100 Dollars ($10,110.00) per month for the period beginning on the first (1st) day of January, 1997 and ending on the thirty-first (31st) day of December, 1997;

c) Ten Thousand Three Hundred Twelve and no/100 Dollars ($10,312.00) per month for the period beginning on the first (1st) day of January, 1998 and ending on the thirty-first (31st) day of December, 1998;

d) Ten Thousand Five Hundred Eighteen and no/100 Dollars ($10,518.00) per month for the period beginning on the first (1st) day of January, 1999 and ending on the thirty-first (31st) day of December, 1999;

e) Ten Thousand Seven Hundred Twenty-nine and no/100 Dollars ($10,729.00) per month for the period beginning on the first (1st) day of January, 2000 and ending on the thirty-first (31st) day of December, 2000.

Rent shall be paid to Landlord at Central Station Development Corp., 100 South Wacker Drive, Suite 850, Chicago, Illinois, 60606 or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay its prorated share when due on all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all Laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises to the best of Landlord's knowledge;

(b) contain no environmentally hazardous materials to the best of Landlord's knowledge.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1

a) Tenant's Insurance. Tenant covenants and agrees that from and after

the date of delivery of the Premises from Landlord to Tenant, and during the Term of this lease or any renewal thereof, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, naming both Tenant and Landlord as insureds, in the amount specified and in the form hereinafter provided for with insurance companies authorized to do business in the state in which the Premises is located and rated A-/VII or better in the most current edition of *Best's Insurance Report.*

b) Public Liability Insurance. Tenant shall keep in full force and effect commercial general liability insurance, which shall include broad form property damage liability coverage, extended bodily injury coverage, advertising contractors coverage, in an amount not less than One Million Dollars ($1,000,000) written on a combined single limit per occurrence basis for property damage, personal injury and bodily injury or death of one or more persons.

c) Alterations, Improvements and Betterments: If Tenant makes any alterations, improvements and/or betterments to the Demised Premises, then Tenant shall maintain in full force and effect a policy(s) of all risk insurance including coverage for sprinkler damage, vandalism and malicious mischief, parties as their interests may appear, covering all of Tenant's alterations, improvements and betterments to the Premises now existing or to be added, to the extent of their full replacement costs as updated from time to time during the Term of this lease.

The proceeds of Tenant's policy(s) to the extent of the cost of any damage or loss to the Demised Premises, shall be used for the repair and replacement of the property damaged or destroyed. In the event of Tenant's failure to commence, within fourteen (14) days of availability of the plans for repair, and to diligently proceed to reconstruct or repair its portion of the damaged or destroyed Demised Premises to its former condition prior to said casualty, then Landlord shall have the right to make all necessary repairs and if the insurance proceeds described above are not sufficient to cover the repairs, Tenant shall be liable for all additional costs in excess of such available insurance proceeds. However, it is expressly understood and agreed that Landlord shall be under no obligation to insure, reinstall, repair or replace any such alterations, additions, improvements or betterments.

d) Liquor Liability Insurance. If Tenant is in the business of distributing, selling, serving or furnishing alcoholic beverages, then Tenant shall maintain and keep in full force and effect throughout the Term of this lease or any renewal thereof, Liquor Liability Insurance in an amount not less than One Million Dollars ($1,000,000) written on a combined single limit per occurrence basis.

e) Environmental Impairment Liability Insurance. If Tenant uses, stores, handles, processes or disposes of pollutants, then Tenant shall maintain in full force and effect through the Term of this lease and or any renewal

thereof, Environmental Impairment Liability Insurance with limits of not less than One Million Dollars ($1,000,000) providing coverage for bodily injury, property damage or injury or damage of actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the property owner or management company arising from the Tenant's use, storage, handling, processing or disposal of pollutants.

f) Additional Hazards. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form of all risk insurance coverage resulting from the keeping, use, sale or offering for sale of such prohibited articles that may be charged during the Term of this lease of the amount of any insurance which may be carried by Landlord on the building. Said additional premiums shall be payable by Tenant to Landlord upon ten (10) days written notice to Tenant.

g) Blanket Policies. Tenant may maintain any of its required insurance coverages under blanket policies of insurance covering said Demised Premises and other premises of Tenant, or companies affiliated with Tenant, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy.

h) Policy(s) and/or Certificates of Insurance. The above-mentioned policy(s) or certificate(s) of insurance are to be provided by Tenant to Landlord prior to occupancy and at least annually thereafter or as requested by Landlord. The coverage evidenced by the policy(s) or certificate(s) of insurance will be with insurance company(s) acceptable to Landlord and will be for a period of not less than one (1) year, and will provide that Landlord be given written notice thirty (30) days prior to the expiration, material alteration, cancellation, non-renewal or replacement of the existing policy(s), with the further understanding that should Tenant fail to furnish said notice or policies as is provided in this lease, and at the times herein provided, Landlord may obtain such insurance and the premiums on such insurance shall be deemed to be an Additional Charge to be paid by Tenant to Landlord upon demand.

i) Notice of Loss. Tenant shall notify Landlord forthwith in the event of any damage to persons or property occurring on the Demised Premises from fire, accident or any other casualty.

6.2 Landlord's Insurance.

Landlord covenants and agrees that from and after the date of delivery of the Demised Premises from Landlord to Tenant, and during the Term of this

lease or any renewal thereof, Landlord will carry and maintain, with regard to the building, the following types of insurance, in the amounts specified and in the form hereinafter provided for with insurance companies authorized to do business in the state in which the building is located and rated A-/VII or better in the most current edition of *Best's Insurance Report:*

a) Public Liability Insurance. Landlord shall keep and maintain in full force and effect Commercial General Liability Insurance in an amount no less than One Million Dollars ($1,000,000) written on a combined single limit per occurrence basis for property damage and personal and bodily injury or death of one or more persons.

b) Property Damage Insurance. Landlord shall, at all times, keep and maintain in full force and effect all risk policy(s) of insurance, including roof, structural portions and perimeter walls of the building and equipment (excluding Tenant's fixtures, merchandise, personal property, wall coverings, alterations, improvements, betterments and any other item included in Tenant's insurance) in an amount not less than full replacement cost (exclusive of the cost of excavations, foundations and footings) updated from time to time during the Term of this lease or the amount of such insurance which Landlord's mortgage lender may require Landlord to maintain, whichever is greater.

c) Blanket Policies. Landlord may maintain any of its required insurance under blanket policies of insurance covering the building and any other premises of Landlord or companies affiliated with Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

6.3 Waiver Of Subrogation.

Notwithstanding anything to the contrary contained elsewhere in this lease, or prohibited by Law, neither Landlord nor Tenant shall be liable to the other party or to any insurance company insuring the other party by way of subrogated rights or otherwise, for any loss or damage caused by fire or any other hazard or peril covered by fire or extended coverage of all risk insurance, to the extent such loss or damage is covered by insurance to any building, structure or other tangible property, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of such party, its agents or employees.

6.4 Landlord Not Responsible For Acts Of Others.

Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage to their person or property resulting from the acts or omissions of persons occupying space adjoining or

adjacent to the Demised Premises or connected to the Demised Premises or any other part of the building caused by but not limited to events such as breaking or falling of electrical cables and wires, the breaking, bursting, stoppage or leakage of water, gas, sewer or steam pipes.

6.5 Self-Insurance.

Notwithstanding anything in this agreement to the contrary, Tenant may elect to self-insure against any and all of the risks, or portion thereof, against which Tenant is required to insure pursuant to the terms of this agreement, provided that Tenant has a reported net worth, as of the end of the Tenant's most recent reporting period and evidenced by financial statements, of not less than Fifty Million Dollars ($50,000,000). With regards to this agreement, self-insurance will be considered as insurance for the purpose of complying with the terms and conditions of the Agreement.

6.6 Commercial General Liability Policy.

Landlord agrees that it shall obtain and maintain in the name of the Tenant, pursuant to the terms of this lease and at no additional cost to the Tenant, the commercial general liability policy required under Section 6.1(b). Landlord and/or its agent shall assume the Tenant's obligations under Section 6.1(h) of this agreement but only in regards to the commercial general liability coverages required herein.

6.7 Mutual Indemnification.

a) Tenant shall defend, indemnify and save Landlord harmless from legal action, damages, loss, liability and any other expense (including reasonable attorneys' fees) in connection with loss of life, bodily or personal injury or property damage arising from or out of all acts, failures, omissions, or negligence of Tenant, its agents, employees or contractors which occur in the Demised Premises, unless such legal action, damages, loss, liability or other expense (including reasonable attorneys' fees) results from any sole act, omission or neglect of Landlord, its respective agents, contractors, employees or persons claiming through it.

b) Landlord shall defend, indemnify and save Tenant harmless from legal action, damages, loss, liability and any other expense (including reasonable attorneys fees') in connection with loss of life, bodily or personal injury or property damage, arising from or out of all acts, failures, omissions or negligence of Landlord, its agents, employees or contractors which occur in the common areas or other parts of the building, unless such legal action, damages, loss, liability or other expense (including reasonable attorneys' fees) results from any sole act, omission or neglect of Tenant or its respective agents. -

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month-to-month only beginning January 1, 2001 and the rent shall be at the same rate as set forth in Section 3.1(e) of this lease, only if Landlord has received Tenant's intention to renew the lease ninety (90) days prior to lease termination. However, if Tenant shall remain in possession of the Premises after the expiration of the lease Term without executing a new lease or negotiating in good faith a new lease within three (3) months from expiration of the lease, then such holding over shall be construed as tenancy from month-to-month, subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy. The provisions of this paragraph 9.1 do not waive Landlord's right of reentry or right to regain possession by actions at Law or in equity or any other rights hereunder and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight

courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Central Station Development Corporation
Attention: Michael A. Tobin
Suite 850
100 South Wacker Drive
Chicago, Illinois 60606

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the Laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice after thirty-six (36) months from the execution of this lease. Landlord has the option to terminate this lease with sixty (60) days prior written notice after twenty-four (24) months from execution of this lease only if the building has been sold or is being demolished for development of Central Station.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Secure south end of parking lot with fencing. By execution of lease, Tenant will have exclusive use at this section of parking lot. Tenant will allow the Landlord to use this portion of the parking lot for parking for special events at Soldiers Field at those times that the Tenant is not using the parking lot for its own use (see (Sub)Exhibit D).

11.2

Provide Tenant with, following buildout and installation, within ninety (90) days from execution of lease:

Office General

A. Replace existing ceiling tile with collapsible plastic.

B. Restore lighting in office, replace fixtures as necessary.

C. Remove one modular partition.

D. Tape exterior walls of offices.

E. Repaint all existing offices inside and out.

F. Clean debris out of offices.

G. Install 4-inch vinyl base on interior and exterior walls of office.

H. Miscellaneous door maintenance.

I. Carpet removal and replacement of carpet.

J. Install peephole in Prairie Avenue exit door and door bell adjacent to door.

Warehouse

Electric:

A. Nine -- 110 V quads on south wall, tool room east wall.

B. Thirteen -- ceiling drop cords with duplex outlets.

C. One -- 220 V duplex outlet.

D. Nine -- switches for lighting.

E. Two -- two (2) foot by four (4) foot fluorescent fixtures in carpentry shop with switch.

Fluorescent Fixtures In Warehouse:

A. Sixty-six single bulbs.

B. Twenty-four double bulbs.

Tool Storage Room:

A. Construct twelve (12) foot by twelve (12) foot wood frame room ten (10) feet high with plywood walls inside and out.

B. One pair of six (6) foot wide by seven (7) foot tall steel doors and jambs with locking hardware.

Overhead Door:

A. Replace existing overhead door.

B. Check existing operator for function allowance.

Warehouse Plumbing:

A. Install slop sink on north wall near center with hose bib connection.

Exterior Fence -- Parking Lot:

A. Construct approximately two hundred (200) lineal foot, six (6) foot high with barb wire at top with no gates at parking lot as referenced in Section 11.1.

11.3

Provide automatic garage door openers for all garage doors.

11.4

Provide hot and domestic water for Premises.

11.5

Maintain plumbing in good operable condition.

11.6

Repair roof where necessary.

11.7

Maintain required fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.8

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior common areas of the Building, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs,

etc., but shall refer strictly to service for the maintenance of the physical plant.

11.9

Provide air-conditioning to the offices whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism by Tenant or any of its agents or clients.

11.10

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises, however Landlord will only be required to furnish heat in the Warehouse from October 1 through April 30 of each year during Term of lease. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first (1st) floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state,

municipal laws and subject to Landlord's approval which shall not be unreasonably be withheld.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed four (4) feet by four (4) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants; is illegal; or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

Section 13.

Additional Clauses.

13.1 Landlord's Buildout Obligation.

A. Tenant shall have the right to appoint a representative to oversee

and reasonably approve the Buildout work and Landlord shall not commence Buildout work until the scope of Buildout work is approved in writing by the Tenant representative. Tenant representative shall be an agent of the City of Chicago from either its Department of General Services, the Mayor's Office of Special Events or its Office of Budget and Management.

B. The cost of the Buildout shall not exceed Thirty-five Thousand and no/100 Dollars ($35,000.00) for all work. If the cost of the Buildout, including without limitation architectural, structural, mechanical, carpeting, electrical, vinyl flooring, painting, doors, dumpsters, carpentry, signage, permit, H.V.A.C., lighting, plumbing and general contractor costs and fees, etc. (collectively the "Buildout Cost") exceeds Thirty-five Thousand and no/100 Dollars ($35,000.00), the Landlord shall promptly revise the scope of the Buildout so that the Buildout Cost does not exceed Thirty-five Thousand and no/100 Dollars ($35,000.00). Landlord shall then promptly proceed to construct the Buildout.

C. Construction schedule for Buildout shall be agreed to by Tenant which will not unreasonably be withheld or delayed.

D. No changes to design or grade of materials can be made without approval from Tenant.

E. The rights of the Tenant 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 Tenant shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Landlord.

F. Landlord warrants that improvements specified in paragraph 13.1B will be substantially completed by March 1, 1995. In the event the office improvements are not substantially completed, rental shall continue from date of occupation at the monthly rental of Nine Thousand Five Hundred Twenty-two and 40/100 Dollars ($9,522.40) until such time that improvements referred to in paragraph 13.1B are substantially complete.

G. Use of Premises: Tenant shall have, use and occupy the Premises for warehouse and office use and for no other purpose.

H. Proration of Rental: Rental of Office Space shall be prorated if carpeting and painting of premises are not completed by January 1, 1996.

13.2 Waiver Of Subrogation.

So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage or all risk insurance now or hereafter existing for the benefit of the respective party. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13.3 Subordination.

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this lease shall be subject and subordinate at all times to ground or underlying leases and to the liens of any mortgages or deeds of trust now or hereafter placed on, against or affecting the building, Landlord's interest or estate therein, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this lease be superior to any such instrument, then by notice to Tenant this lease shall be deemed superior, whether this lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination or superiority of this lease as may be required by the Landlord.

13.4 Rules And Regulations.

Tenant shall faithfully observe and comply with all the rules and regulations as set forth in (Sub)Exhibit C if any attached hereto and all reasonable modifications of and additions thereto from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the building of any such rules and regulations.

13.5 Reentry By Landlord.

Landlord reserves and shall at all times have the right to reenter the Premises to inspect the same, to supply any service to be provided by Landlord to Tenant hereunder, to show said Premises to prospective purchasers, mortgagees or tenants, and to alter, improve, or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use, and maintain scaffolding, pipes, conduits, and other necessary structures in and through the building and Premises where reasonably required by the character of the work to be performed,

provided entrance to the Premises shall not be blocked thereby, and further provided that the business of the Tenant shall not be interfered with unreasonably. In the event that Landlord requires access to any under-floor duct, Landlord's liability for carpet (or other floor covering) replacement shall be limited to replacement of the piece removed. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant's vaults and safes, or special security areas (designated in advance), and Landlord shall have the right to use any and all means which the Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. Landlord shall also have the right at any time to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets or other public parts of the building, and to change the name, number or designation by which the building is commonly known.

13.6 Default.

The following events shall be deemed to be events of default under this lease:

(A) Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the rent herein reserved, any other amount treated as additional rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as additional rent hereunder, and such failure shall continue for a period of five (5) days from the date such payment was due; or

(B) Tenant shall fail to comply with any term, provision or covenant of this lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within thirty (30) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant; or

(C) Tenant shall abandon or vacate any substantial portion of the Premises; or

(D) Tenant shall fail to vacate the Premises immediately upon termination of the lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or

(E) the leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for ten (10) days after written notice thereof to Tenant; or

(F) a court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof.

13.7 Remedies.

Upon the occurrence of any of such events of default described in Article 20 or elsewhere in this lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(A) Landlord may, at its election, terminate this lease or terminate Tenant's right to possession only, without terminating the lease;

(B) upon any termination of this lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free right to enter into and upon the Premises in such event with or without process of law and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of Law;

(C) upon any termination of this lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (i) an amount equal to the then present value of the rent, including any amounts treated as Additional Rent hereunder, and other sums provided

herein to be paid by Tenant for the residue of the Term hereof, less the fair rental value of the Premises for such residue taking into account the time and expense necessary to obtain a replacement tenant or tenants relating to recovery of the Premises, preparation for reletting and for reletting (itself), which the parties agree shall in no event exceed fifty percent (50%) of the then present value of the rent for the period and (ii) the cost of performing any other covenants which would have otherwise been performed by Tenant.

13.8 Eminent Domain.

(A) If the whole or any substantial part of the building should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises or building for the purposes for which they are then being used, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective when the physical taking of said property shall occur.

(B) If part of the building shall be taken for any public or quasi-public use under any government law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this lease is not terminated as provided in paragraph 13(A), this lease shall not terminate but the rent payable hereunder during the unexpired portion of this lease shall be reduced to such extent, if at all, as may be fair and reasonable under all of the circumstances and Tenant shall undertake to restore the Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all the circumstances.

(C) In the event of such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings; provided that Tenant shall not be entitled to receive any award for Tenant's loss of its leasehold interest, the right to such award being hereby assigned by Tenant to Landlord.

13.9 Sale By Landlord.

In the event of a sale or conveyance by Landlord of the building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this lease. Except as set forth in this section, this lease shall not be affected by any such sale, and

Tenant agrees to attorn to the purchaser or assignee, if any security has been given by Tenant to secure the faithful performance of any of the covenants of this lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security, provided that any successor shall not be liable for such security unless such successor receives the same.

13.10 Estoppel Certificates.

Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or any prospective landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this lease, (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications), (c) the date to which the rent and other sums payable under this lease have been paid, (d) the fact that there are no current defaults under this lease by either Landlord or Tenant except as specified in Tenant's statement, and (e) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article may be relied upon by any mortgagee, beneficiary or purchaser and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale of funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant hereby irrevocably appoints Landlord or if Landlord is a trust, Landlord's beneficiary or agent, as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of Tenant such estoppel certificate if Tenant fails to deliver the same within such ten (10) day period and such certificate as signed by Landlord, Landlord's beneficiary or agent, as the case may be, shall be fully binding on the Tenant, if Tenant fails to deliver a contrary certificate within five (5) days after receipt by Tenant of a copy of the certificate executed by Landlord, Landlord's beneficiary or agent, as the case may be, on behalf of Tenant.

13.11 Surrender Of Premises.

Tenant shall, at least ninety (90) days before the last day of the Term arrange to meet Landlord for a joint inspection of the Premises. In the event of Tenant's failure to arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

At the end of the Term or any renewal thereof or other sooner termination of this lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all improvements or additions upon or belonging to

the same, by whomsoever made, in the same condition as received or first installed broom clean and free of all debris. Tenant may, upon termination of this lease, remove all movable partitions of less than full height from floor to ceiling, counters and other personal property of Tenant removable without material damage to the property or the Premises previously installed by Tenant, at Tenant's sole cost, title to which shall be in Tenant until such termination, repairing such damage caused by such removal. Property not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this lease as by a bill of sale. Upon request by Landlord, Tenant shall remove any or all permanent improvements or additions to the Premises installed at Tenant's cost and all movable partitions, counters and other personal property of Tenant removable without material damage to the property of the Premises which may be left by Tenant and repair any damage resulting from such removal. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation any claims made by any succeeding tenant founded on such delay.

All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this lease shall survive the expiration or earlier termination of the Term. Upon the expiration or earlier termination of the Term, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (i) to repair and restore the Premises as provided herein; and (ii) to discharge Tenant's obligation for unpaid amounts due Landlord. All such amounts shall be used and held by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any Security Deposit shall be credited against the amount payable by Tenant hereunder.

13.12 Enforceability.

If for any reason whatsoever any of the provisions hereof shall be void, unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

13.13 Commissions.

Each of the parties (i) represents and warrants to the other that it has not dealt with any broker or finder in connection with this lease, except as described on the Reference Page; and (ii) indemnifies and holds the other harmless from any and all losses, liability, costs or expenses (including attorney's fees) incurred as a result of any breach of the foregoing warranty.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord: Central Station Development Corporation, agent

By: _____

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Mayor's Office of Special Events

By: _____
James E. Sheahan,
Executive Director

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

[(Sub)Exhibits "A" and "D" referred to in this Lease Agreement printed on pages 15572 through 15573 of this Journal.]

(Sub)Exhibits "B" and "C" referred to in this Lease Agreement read as follows:

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

Attached To And Made A Part Of Lease Bearing The Lease Execution Date Of December 8, 1995, Between Central Station Development Corporation, Agent, As Landlord And City Of Chicago, As Tenant.

Tenant Work.

Not Used.

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

Attached To And Made A Part Of Lease Bearing The Lease Execution Date Of December 8, 1995, Between Central Station Development Corporation, Agent, As Landlord And City Of Chicago, As Tenant.

Rules And Regulations.

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the building without the prior written consent of the Landlord, Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of

Tenant by a person or vendor chosen by Landlord. In addition, Landlord reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered.

2. If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.

3. Tenant shall not obstruct any sidewalks, exits, entrances or outdoor areas of the building. The sidewalks, exits, entrances, outdoor areas and other common areas are not for the general public, and Landlord shall in all cases retain the right to control and prevent access to the building of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the building and its Tenants provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Tenant and no employee or Invitee of any Tenant shall go upon the roof of the building.

4. All cleaning and janitorial services for the common areas shall be provided exclusively through Landlord. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of same. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any Tenant's property by the janitor or any other employee or any other person.

5. Landlord will furnish Tenant free of charge with two (2) keys to each door in the Premises. Landlord may make a reasonable charge for any additional keys, and Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

6. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation.

7. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position

to all equipment, materials, furniture or other property brought into the building. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any Tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

8. Tenant shall not use any method of heating or air-conditioning other than that supplied or approved by Landlord. Tenant shall not waste electricity, water or air-conditioning.

9. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other Tenants or occupants of the Building or by Landlord for noncompliance with this rule.

10. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

11. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the building. Tenant shall not interfere with radio or television broadcasting or reception from or in the building or elsewhere.

12. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

13. No cooking shall be done or permitted by any Tenant on the Premises, except Landlord approved equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

14. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the building.

15. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of this lease or any other lease of premises in the building.

16. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the building and for the preservation of good order in and about the building. Tenant agrees to abide by all such rules and regulations in this (Sub)Exhibit C stated and any additional rules and regulations which are adopted.

17. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 555 WEST 14TH PLACE FOR DEPARTMENT OF POLICE.

The Committee on Housing and Real Estate submitted the following report:

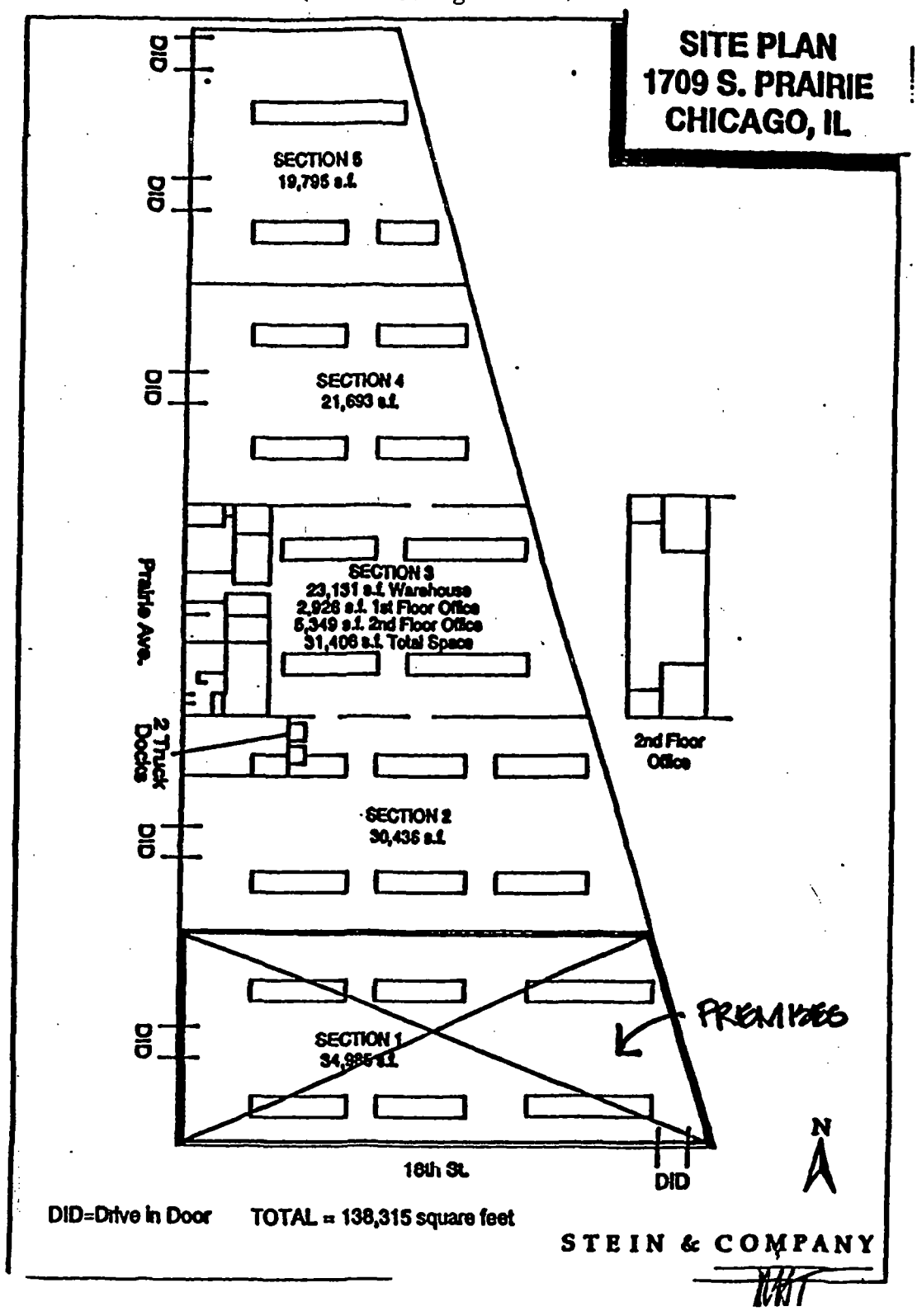
CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 555 West 14th Place for the Department of Police (Lease No. 12053), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

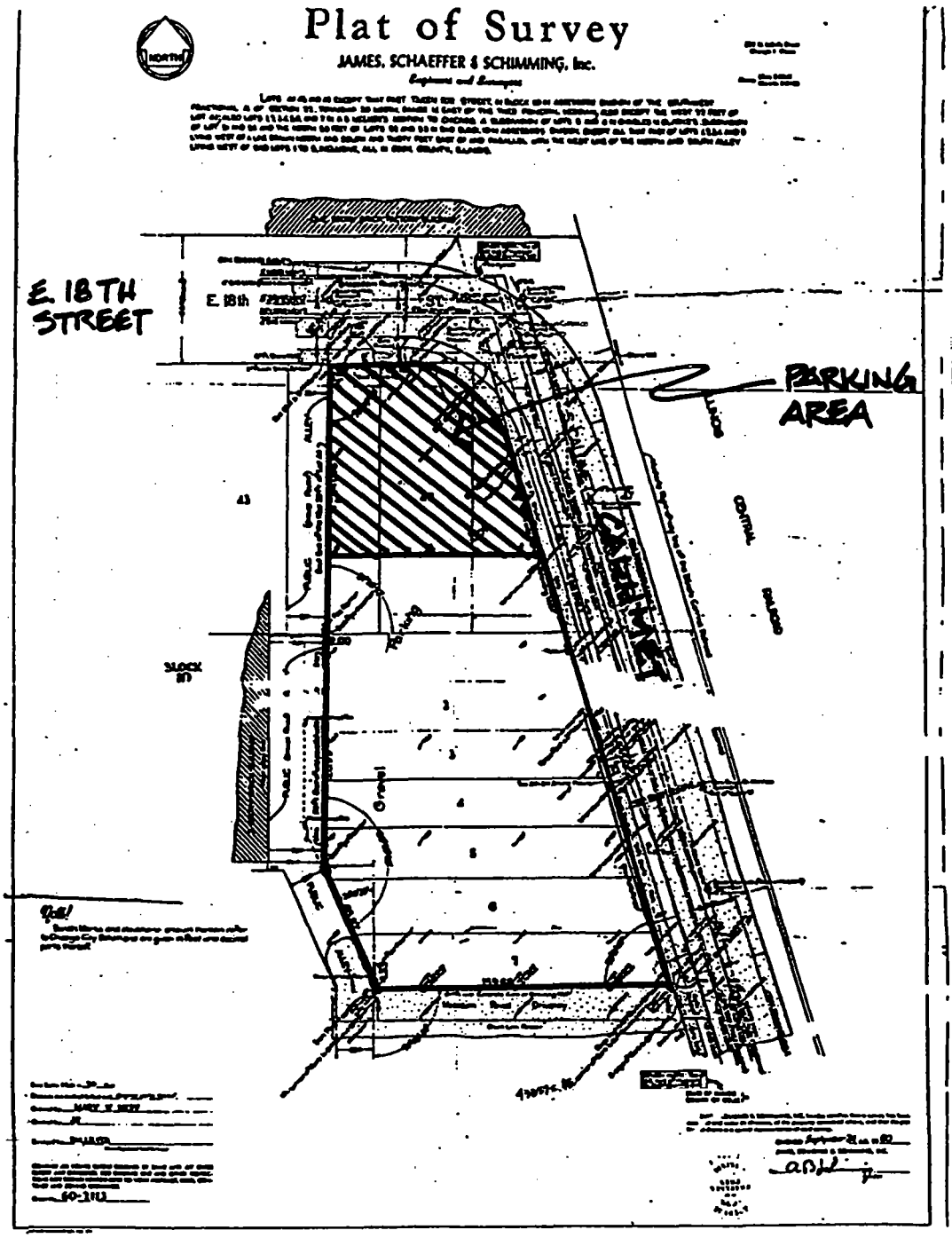
(Continued on page 15574)

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



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

attached to and made a part of Lease bearing the Lease Execution Date of December 8, 1995 between Central Station Development Corporation, agent, as Landlord and City of Chicago, as Tenant



(Continued from page 15571)

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

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 with Randall J. Gingiss, Joel D. Gingiss, and Peter J. Gingiss as beneficiaries under Chicago Title and Trust Company, Trust No. 47382, dated October 9, 1964, doing business as Benssons Investor Associates, as landlord, for approximately two thousand nine hundred seventy (2,970) square feet of ground floor office space and approximately eighteen thousand seven hundred eighty-six (18,786) square feet of warehouse space for a total of twenty-one thousand seven hundred fifty-six (21,756) square feet and adjacent parking lot located at 555 West 14th Place, for use by the Chicago Police Department, as tenant; such lease to be approved by the Commissioner of the Chicago Police Department and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this _____ day of _____, 1996, by and between Benssons Investor Associates, an Illinois partnership (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 555 West 14th Place, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately two thousand nine hundred seventy (2,970) square feet of ground floor office space and approximately eighteen thousand seven hundred eighty-six (18,786) square feet of warehouse space for total of twenty-one thousand seven hundred fifty-six (21,756) square feet and adjacent parking lot located at 555 West 14th Place to be used by the Chicago Police Department;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately twenty-one thousand seven hundred fifty-six (21,756) square feet of space located on that certain parcel of real estate more commonly known as 555 West 14th Place, with adjacent parking lot, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 1996, or date of occupation, whichever is later ("Commencement Date"), and shall end on December 31, 2000, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Ten Thousand Nine Hundred Sixteen and 67/100 Dollars ($10,916.67) per month for the period beginning on the first (1st) day of January, 1996 or date of occupation with said monthly rental being prorated on a per diem basis if the initial Term does not commence on the first (1st) day of the month, and ending on the thirty-first (31st) day of December, 1996;

(b) Eleven Thousand One Hundred Thirty-four and 99/100 Dollars ($11,134.99) per month for the period beginning on the first (1st) day of January, 1997 and ending on the thirty-first (31st) day of December, 1997;

(c) Eleven Thousand Three Hundred Fifty-seven and 69/100 Dollars ($11,357.69) per month for the period beginning on the first (1st) day of January, 1998 and ending on the thirty-first (31st) day of December, 1998;

(d) Eleven Thousand Five Hundred Eighty-four and 85/100 Dollars ($11,584.85) per month for the period beginning on the first (1st) day of January, 1999 and ending on the thirty-first (31st) day of December, 1999;

(e) Eleven Thousand Eight Hundred Sixteen and 59/100 Dollars ($11,816.59) per month for the period beginning on the first (1st) day of January, 2000 and ending on the thirty-first (31st) day of December, 2000.

Rent shall be paid to Landlord to Benssons Investor Associates, in care of Randall J. Gingiss, 200 East Chestnut Street, Apartment 1721, Chicago, Illinois 60607, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials to the best of Landlord's knowledge.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation") and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Subject to Section 12.4, Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem

necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this lease, the types of insurance specified below, with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the Laws of the State of Illinois, or any other applicable jurisdiction, covering all employees of Landlord, if any, and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, broad form property, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the lease.

(c) Comprehensive Automobile Liability Insurance (Primary and Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed by Landlord, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury and property damage.

(d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Bureau of Real Estate Management, Room 303B, 510 North Peshtigo Court, Chicago, Illinois 60611, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other

insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord of its obligations to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided in a manner substantially consistent with the above.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the lease documents or by Law.

The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under this lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of Law.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

6.3 Landlord's/Tenant's Indemnification.

Landlord/Tenant shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from each other by reason of each others negligent performance of or failure to perform any of its obligations under this lease provided that either has provided the other with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, unless Landlord can and proceeds to correct such damage, destruction or untenantability within one hundred twenty (120) days, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. If the tenancy continues during any such rebuilding, rent shall be abated, in whole or in part as appropriate, during the period of rebuilding.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2001 and the rent shall be at the same rate as set forth in Section 3.1(e) of this lease. However, commencing after four (4) months from termination, Landlord will be entitled to remedies as pursuant to Illinois Statute.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Benssons Investor Associates
In care of Randall J. Gingiss
Apartment 1721
200 East Chestnut Street
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the Laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with one hundred twenty (120) days prior written notice after thirty-six (36) months from the execution of this lease. Landlord shall have the right to terminate this lease by providing Tenant with ninety (90) days prior written notice after forty-eight (48) months from execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be

entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Repair holes in asphalt parking lot by occupation of lease, as weather permits.

11.2

Provide Tenant with following buildout by occupation of the lease:

a) Remove roof sign and repair roof where necessary, as promptly as weather permits.

b) Repair all door locks.

c) Replace and/or repair all missing and damaged electrical fixtures.

d) Repair ceiling joists where necessary to ensure structural integrity.

e) Paint and tile entire office areas.

f) Install racking twenty-one (21) bays at speedway pallet rack eight (8) feet wide by ten (10) feet high by forty-two (42) inches deep. Racking to be property of Landlord.

g) Provide three (3) operable overhead doors with automatic door openers.

11.3

Provide hot and domestic water for the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Repair roof where necessary.

11.6

Maintain required fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.7

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components, except the first One Hundred Fifty and no/100 Dollars ($150.00) per repair for plumbing, electrical and H.V.A.C. System. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.8

Provide air-conditioning to the offices whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.9

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.10

Maintain overhead automatic door openers.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease, which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal Laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed four (4) feet by six (6) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law. Tenant shall be responsible for any environmentally hazardous materials, if any, which it brings onto or uses on the premises.

12.9

Maintain garage doors, during term of lease.

12.10

Tenant will maintain lawn, provide snow removal and be allowed to trim trees.

Section 13.

Additional Clauses.

A. Use of Premises. Tenant shall have use and occupy the Premises for warehouse and office use and for no other purpose.

B. Defaults. If Landlord or Tenant is in default under this lease, the other party may exercise any right or remedy available at Law or in equity.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

Benssons Investor Associates,
an Illinois Partnership

_____

By: _____
Randall J. Gingiss, Partner

Tenant:

City of Chicago, an Illinois
municipal corporation

By: The Department of General
Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Department of Police

By: _____
Matt L. Rodriquez,
Superintendent

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 1700 WEST 119TH STREET FOR DEPARTMENT OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 1700 West 119th Street (adjacent to and north of) for use by the Department of Streets and Sanitation (Lease No. 13043), 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 votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Vice 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 with Angate, Inc., a Delaware corporation, as landlord, for approximately one hundred thirty thousand six hundred eighty (130,680) square feet (three (3) acres) of vacant land located adjacent to and north of 1700 West 119th Street, Chicago, Illinois to be used as a "salt station" by the City of Chicago, Department of Streets and Sanitation, as tenant; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into as of January ____, 1996, by and

between Angate, Inc., a Delaware corporation (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises located adjacent to and north of 1700 West 119th Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately one hundred thirty thousand six hundred eighty (130,680) square feet (three (3) acres) of vacant land located adjacent to and north of 1700 West 119th Street to be used by the City of Chicago Department of Streets and Sanitation as a salt station;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately one hundred thirty thousand six hundred eighty (130,680) square feet of vacant land located north of and adjacent to that certain parcel of real estate more commonly known as 1700 West 119th Street, Chicago, Illinois, which premises are outlined on the plat attached hereto as (Sub)Exhibit A (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on February 10, 1996 ("Commencement Date") and shall end on August 31, 2000 unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of Two Thousand Two Hundred Fifty Dollars ($2,250) per month beginning on the Commencement Date (with said monthly rental being prorated on a per diem basis if the Term does not commence on the first (1st) day of a month), payable monthly in advance with the first payment due on execution of this lease and subsequent payments due on the first (1st) day of each month thereafter throughout the Term. Rent shall be paid to Landlord's agent, Axiom Real Estate Management at 225 West Wacker Drive, Suite 2300, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay. Tenant acknowledges and agrees that the Premises consist of vacant land and that Landlord shall have no obligation to supply any utility service to the Premises.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises; and

(b) contain no environmentally hazardous materials.

Landlord makes no representation or warranty that the Premises may be used for the permitted use (hereafter defined). Except as provided above, Tenant agrees to lease the Premises as vacant land, in its "as is" condition, and Landlord has made no representations of any nature regarding the condition of the Premises or the suitability of the Premises for the permitted use.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage and comply in all respects with the Laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises (including, without limitation all so-called "environmental laws"). Tenant shall not cause any disfigurement or injury to any building or improvement on or adjacent to the Premises, or to fixtures and equipment thereof. Tenant shall use the Premises solely for the storage and hauling of salt by the City of Chicago ("Permitted Use"). The base of Tenant's salt pile shall not exceed forty-three thousand five hundred sixty (43,560) square feet, and the height of the salt pile shall not exceed twenty-five (25) feet. Access to and from the Premises shall be limited to the road illustrated on (Sub)Exhibit A attached hereto. Tenant covenants and agrees that the Premises shall not be used for the parking of motor vehicles, whether for profit or otherwise, or for the storage of any equipment or materials other than salt.

4.4 Alterations And Additions.

Tenant shall not make any alterations, additions or improvements on the Premises unless Tenant has obtained the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole discretion.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance, which may be withheld or conditioned in Landlord's sole discretion.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Tenant's Duty To Provide Insurance.

Tenant has represented to Landlord that it is self-insured and does not carry commercial liability insurance. To the extent Tenant carries any commercially obtained liability insurance at any point during the Term, such insurance shall name Tenant as named insured and Landlord as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly in connection with this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois. Any such insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.2 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgments, costs, damages and expenses (including, without limitation, court costs and attorneys' fees) which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

6.3 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord harmless against all liabilities, judgments, costs, damages and expenses (including, without limitation, court costs and attorneys' fees) which may accrue against, be charged to, or be recovered from Landlord arising from (i) any accident, injury or death of persons or loss or damage to property occurring on or about the Premises or resulting from Tenant's use and occupancy or any operations at the Premises including acts of its agents, contractors, and subcontractors; (ii) any failure on the part of Tenant to perform or comply with any of the terms of this lease; or (iii) the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Landlord shall give notice to Tenant of any suits filed against itself with regard to the Premises and Tenant shall have the right to defend itself or its agents in any civil suits.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of the lease or after termination of the lease or of Tenant's right to possession. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and for damages. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of the lease or after termination of the lease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of rent and other charges payable by Tenant hereunder immediately prior to the expiration or other termination of the lease or of Tenant's right to possession (except that during the first thirty (30) days of any such holdover, such double rental shall not apply and

Tenant shall continue to pay rent at the rate provided herein, in addition to any damages incurred by Landlord as provided above). The acceptance by Landlord of any lesser sum shall be construed as a payment on account and not in satisfaction of damages for such holding over.

Section 10.

Remedies.

10.1 Defaults.

Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) Tenant shall fail to pay any rent or other charges within fourteen (14) days after the due date; or

(b) Tenant shall fail to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such failure shall continue for thirty (30) days after notice thereof in writing to Tenant; or

(c) Tenant fails to comply with the provisions of Section 5 concerning assignment, subletting and other transfer; or

(d) The existence of any event of default defined or provided for elsewhere in this lease.

10.2 Remedies.

Upon the occurrence of any one or more of such events of default, Landlord at its election, may terminate this lease or may terminate Tenant's right to possession only, without terminating the lease. Upon termination of the lease, or upon any termination of Tenant's right to possession without termination of the lease, Tenant shall surrender possession thereof to Landlord, without relinquishing Landlord's rights to rent or any other right given to Landlord hereunder or by operation of Law.

(a) Upon termination of the lease, Landlord shall be entitled to recover as damages all rent and other sums due and payable by Tenant on the date of termination, plus (1) an amount equal to the difference of (y) the value of the rent and other sums provided herein to be paid by Tenant for the residue of the stated Term hereof, less (z) the fair rental value of the Premises for the residue of the stated Term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants,

including expenses hereinafter described relating to recovery of the Premises, preparation for reletting and for reletting itself), provided, however, that in no event shall the aforesaid difference be less than zero, and (2) the cost of performing any other covenants to be performed by Tenant.

(b) If Landlord elects to terminate Tenant's right to possession only without terminating the lease, Landlord may, at Landlord's option, enter into the Premises, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the rent hereunder for the full Term or from any other of its obligations under this lease. Landlord shall use reasonable efforts to relet the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the lease Term, and the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). If Landlord does not relet the Premises, Tenant shall pay to Landlord on demand damages equal to the amount of the rent, and other sums provided herein to be paid by Tenant for the remainder of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such reletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the rent and other charges herein provided to be paid for the remainder of the Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section from time to time.

10.3 Remedies Cumulative.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at Law or in equity or by statute, and every power and remedy given by this lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

Section 11.

Miscellaneous.

11.1 Notice.

All notices, demands and requests which may be or are required to be

given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be hand delivered or delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
37th Floor
30 North LaSalle Street
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord. All notices, demands, and requests by Tenant to Landlord shall be hand delivered or delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Angate, Inc.
in care of Caisse Nationale de Credit Agricole
55 East Monroe Street
Chicago, Illinois 60603-5702
Attention: Larry Materi

With A Copy To:

Axiom Real Estate Management, Inc.
Suite 2300
225 West Wacker Drive
Chicago, Illinois 60606
Attention: Michele Ferraro

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be delivered, if hand delivered, deposited with an overnight courier, if sent by overnight courier, or mailed if sent by United States mail.

11.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining

covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

11.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

11.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

11.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

11.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

11.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

11.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

11.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

11.10 Termination Of Lease.

Neither Landlord nor Tenant shall have the right to terminate this lease during the first fourteen (14) months of the Term. Either party may terminate this lease after the first fourteen (14) months of the Term upon no less than sixty (60) days prior written notice to the other party of such termination, except that the effective date of any termination of this lease pursuant to this Section 11.10 shall not occur during the period from October 1 through March 31 of any year.

11.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed; provided, however, that the foregoing shall not apply to the payment of rent or any other amounts due hereunder from Tenant, which shall be payable at the times provided herein irrespective of any force majeure.

11.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

11.13 Estoppel Certificates.

Tenant shall, at any time and from time to time upon not less than ten (10) days prior written request from Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord, a written statement certifying (if true): (i) that Tenant has accepted the Premises; (ii) that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modification); (iii) that to Tenant's knowledge Landlord is not in default hereunder; (iv) the date to which the rental and other charges have been paid in advance, if any; and (v) such other certifications as reasonably may be required by Landlord. It is intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Premises and their respective successors and assigns.

11.14 Landlord's Right To Cure.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be additional rent payable on demand.

Section 12.

Additional Responsibilities Of Landlord.

Landlord shall:

12.1

Provide twenty-four (24) hour access, seven (7) days a week.

Section 13.

Additional Responsibilities Of Tenant.

Tenant shall:

13.1

Install, prior to the delivery of any salt to the Premises, in a manner

sufficient to contain all salt stored on the Premises and prevent salt seepage into the soil, a sealed asphalt pad (not to exceed forty-three thousand five hundred sixty (43,560) square feet in area) and an eighteen (18) inch high asphalt berm around such pad. Tenant shall keep and maintain the asphalt pad and berm in good condition and repair throughout the Term.

13.2

Provide and pay for nightly custodial services in order to keep the Premises clean of debris, remove any salt which may have been spilled beyond the asphalt pad, and remove any salt or debris which may have been dropped onto any areas adjacent to the Premises.

13.3

Refrain from the installation of any signage on Premises or any adjacent areas.

13.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, and shall remove all salt from the Premises.

13.5

Tenant shall provide Landlord with a copy of all material safety data sheets filed by Tenant in connection with the salt stored on the Premises. In the event there is salt seepage on the ground at the time Tenant vacates the Premises, upon the request of the Landlord, Tenant agrees to remove such seepage from the Premises and any adjacent property and shall restore the Premises (and adjacent property) to the condition existing on the date hereof within sixty (60) days of vacation, which restoration shall include the replacement of soil, if necessary, and Tenant shall, at Tenant's sole cost, provide Landlord with an environmental report from an environmental consultant acceptable to Landlord, indicating that all such seepage has been removed in accordance with all applicable environmental laws.

13.6

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants; is illegal; or increases the rate of insurance on the Premises.

13.7

Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard or environmental hazard and comply with reasonable requirements of Landlord's fire insurance carrier and shall not destroy, deface, damage, impair, nor remove any part of the Premises or any adjacent improvements or the facilities, equipment or appurtenances thereto.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

Angate, Inc.,
a Delaware corporation

By: _____

Its: _____

Tenant:

City of Chicago,
an Illinois municipal corporation

By: The Department of General Services

By: _____
Carlos Ponce,
Commissioner

Approved: The Department of
Streets and Sanitation

By: _____
Eileen Carey,
Commissioner

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation
Counsel

[(Sub)Exhibit "A" referred to in this Lease Agreement printed on page 15608 of this Journal.]

COMMITTEE ON HUMAN RELATIONS.

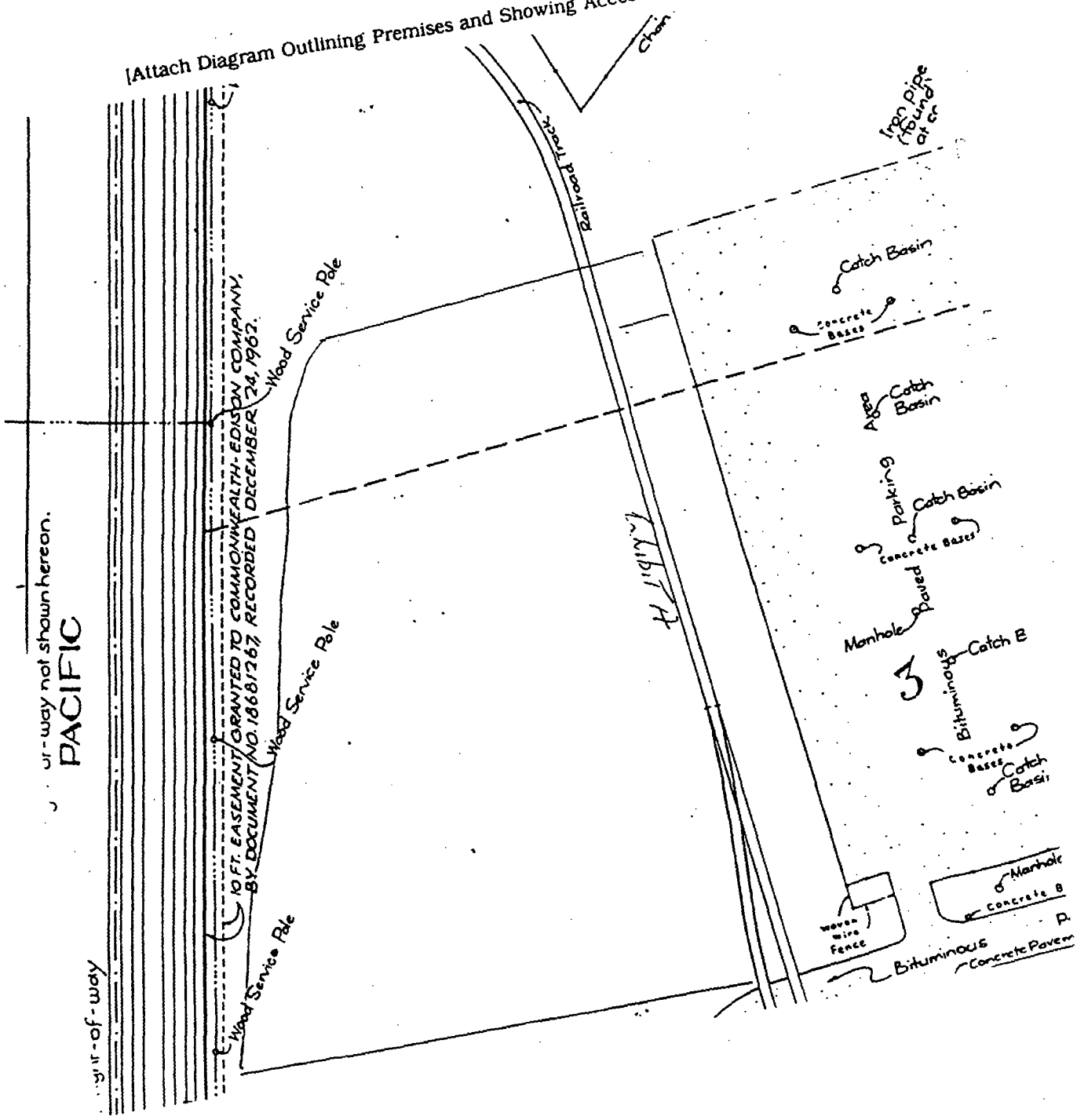
APPOINTMENT OF MS. DIANE DEADERICK AND MR. RAYMOND F. GUNN AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON AFRICAN AFFAIRS.

The Committee on Human Relations submitted the following report:

(Continued on page 15609)

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

[Attach Diagram Outlining Premises and Showing Access Road.]



(Continued from page 15607)

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Human Relations, having met on February 6, 1996, and having had under consideration a communication from The Honorable Richard M. Daley, Mayor (introduced January 10, 1996) appointing the following persons as members of the Commission on Human Relations Advisory Council on African Affairs:

term expiring July 1, 1997;

Diane Deaderick, to succeed Katherine Moore, whose term has expired;

term expiring July 1, 1998;

Raymond F. Gunn, to succeed Otis C. Monroe, whose term has expired,

begs leave to recommend that Your Honorable Body *Approve* the said proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Diane Deaderick and Mr. Raymond F. Gunn as members of the Commission on Human Relations Advisory Council on African Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. ADLAI J. SHALABI AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON ARAB AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Human Relations, having met on February 6, 1996, and having had under consideration a communication from The Honorable Richard M. Daley, Mayor (introduced January 10, 1996) appointing Adlai J. Shalabi as a member of the Commission on Human Relations Advisory Council on Arab Affairs for a term expiring July 1, 1998, to succeed Ayoub Talhami, whose term has expired, begs leave to recommend that Your Honorable Body *Approve* the said proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Adlai J. Shalabi as a member of the Commission on Human Relations Advisory Council on Arab Affairs was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MS. CARMELITA T. CARRIAGA, MR. TAM V. NGUYEN AND DR. SUK S. LEE AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON ASIAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Human Relations, having met on January 17, 1996 and February 6, 1996, and having had under consideration a communication from The Honorable Richard M. Daley, Mayor (introduced November 1, 1995) reappointing the following persons as members of the Commission on Human Relations Advisory Council on Asian Affairs:

term expiring July 1, 1998;

Carmelita T. Carriaga, Tam V. Nguyen and Dr. Suk S. Lee, all reappointed,

begs leave to recommend that Your Honorable Body *Approve* the said proposed reappointments transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Ms. Carmelita T. Carriaga, Mr. Tam V. Nguyen and Dr. Suk S. Lee as members of the Commission on Human Relations Advisory Council on Asian Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MS. NORA E. VILLAREAL-OLIVARES, MR. BRANISLAV DEDIC AND DR. HO L. TRAN AS MEMBERS OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON IMMIGRANT AND REFUGEE AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Human Relations, having met on January 17, 1996 and February 6, 1996, and having had under consideration a communication from The Honorable Richard M. Daley, Mayor (introduced November 1, 1995) reappointing the following persons as members of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs:

term expiring July 1, 1998;

Nora E. Villareal-Olivares, Branislav Dedic and Dr. Ho L. Tran, all reappointed,

begs leave to recommend that Your Honorable Body *Approve* the said proposed reappointments transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Ms. Nora E. Villareal-Olivares, Mr. Branislav Dedic and Dr. Ho L. Tran as members of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MR. VICTOR M. GONZALEZ AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON LATINO AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Human Relations, having met on January 17, 1996 and February 6, 1996, and having had under consideration a communication from The Honorable Richard M. Daley, Mayor (introduced November 1, 1995) reappointing Victor M. Gonzalez as a member of the Commission on Human Relations Advisory Council on Latino Affairs for a term expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said proposed reappointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Victor M. Gonzalez as a member of the Commission on Human Relations Advisory Council on Latino Affairs was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MR. FRED D. RANDAZZO AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON VETERANS' AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Human Relations, having met on January 17, 1996 and February 6, 1996, and having had under consideration a communication from The Honorable Richard M. Daley, Mayor (introduced November 1, 1995) reappointing Fred D. Randazzo as a member of the Commission on Human Relations Advisory Council on Veterans' Affairs for a term expiring July 1, 1998, begs leave to recommend that Your Honorable Body *Approve* the said proposed reappointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Fred D. Randazzo as a member of the Commission on Human Relations Advisory Council on Veterans' Affairs was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLES 4, 7 AND 15 OF MUNICIPAL CODE OF CHICAGO BY COMBINATION AND SIMPLIFICATION OF CERTAIN LICENSE CATEGORIES AND REPEAL OF CERTAIN LICENSES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Mayor Richard M. Daley (which was referred on January 10, 1996) streamlining the business license process by repealing certain licenses and replacing them with a general business license; and simplifying licenses pertaining to manufacturing and hazardous materials, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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:

Article I.

Repealed Licenses.

SECTION 1. Chapters 4-104, 4-120, 4-140, 4-176, 4-192, 4-200, 4-248, 4-272 and 4-316 of the Municipal Code of Chicago are hereby repealed.

SECTION 2. Chapter 4-128 of the Municipal Code of Chicago is hereby amended by deleting Sections 4-128-190 through 4-128-370.

SECTION 3. Chapter 4-260 of the Municipal Code of Chicago is hereby amended by deleting Sections 4-260-120 through 4-260-380.

SECTION 4. Section 4-8-125 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed, as follows:

4-8-125 Food Purveyor Omnibus License Defined.

"Food purveyor omnibus license" shall be food purveyor establishments for which two or more of the following licenses (including a food purveyor's license of any type) would be required for operation: food purveyor Class I; food purveyor Class II; food purveyor-milk dealer Class I or Class II; [retail florist;] tobacco retail; [retail hardware and retail paint;] retail bakery; and general merchandise which would otherwise require a limited business license. When the representative of a retail establishment indicates in a license application that the establishment for which a license is sought will offer for sale commodities that would require application for two or more of the licenses referred to herein (including a food purveyor's license of any type), then a single food purveyor omnibus license shall be issued in lieu of individual licenses. The holder of a food purveyor omnibus license shall also be entitled to sell general merchandise (which consists of any commodity or commodities not specifically required to be licensed under this code; provided, however, that the sale of general merchandise shall be consistent with the applicable provisions of this title and any rule or regulation adopted

hereunder). The food purveyor omnibus license shall not change or modify in any way the existing code requirements that apply to each of the licenses herein. The sole purpose of this chapter is to consolidate license types and achieve efficiency and simplification in the licensing process. The purpose of this chapter is not to eliminate any existing requirement with respect to any license referred to herein.

SECTION 5. Section 4-84-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed, as follows:

4-84-030 License -- Required.

It shall be unlawful for any person other than the regularly constituted authorities of the United States, the state, the county, or the city to conduct or operate any hospital within the city without first obtaining a license therefor. Any person obtaining a hospital license may also carry on activities encompassed by the following licenses under a hospital omnibus license so long as such activities are indicated in the completed hospital application: dispensary; laboratory; [retail florist;] food dispenser on premises; food purveyor Class I; limited business; storage of flammable liquids. A hospital licensee shall comply with all applicable code requirements which apply to the activities mentioned herein.

SECTION 6. Chapter 4-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-4-335, as follows:

4-4-335 Spray Paint Cans And Markers.

It shall be unlawful for any person holding a retail business license to sell paint in spray cans to any person or to sell any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch or greater to any person. "Retail" means sales other than those for the purpose of resale or for use by manufacturers, contractors, trades, railroads, public service corporations and institutions, or for the supplying of branch or general establishments from a central depot or store, and shall not include the sale at retail of secondhand or used goods, wares or commodities.

SECTION 7. Title 7 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 7-40, as follows:

7-40-010 Definition.

For purposes of this chapter:

"Extermination by fumigation" means the use of hydrocyanic acid gas, cyanogen, chloropicrin, methyl bromide or any other poisonous, noxious or dangerous gases or fumes specified by the board of health as liable to affect human beings by causing severe sickness or death, for the extermination by fumigation of household insects, vermin, rats or other household pests in any place in the city of Chicago; provided, however, that it shall not apply to the fumigation of greenhouses, grain elevators or cereal or tobacco warehouses.

"Exterminator" means any person who engages in the business of extermination by fumigation.

7-40-020 Hazardous Materials License -- Required.

No person may engage in the business of extermination by fumigation without a hazardous materials license issued under chapter 4-115.

7-40-030 Sale Of Materials For Hydrocyanic Acid Gas -- Restricted.

No person shall sell or give away material for the purpose of fumigating premises with hydrocyanic acid gas, except to a person with a hazardous materials license issued under chapter 4-115, unless a signed statement in writing is first obtained from the buyer or recipient of the material to the effect that it will not be used for the purpose of fumigating any place of domestic habitation or any building or portion thereof as set forth in this chapter.

7-40-040 Permit -- Required.

It shall be the duty of every exterminator, intending to generate or release hydrocyanic acid gas or other dangerous gases or fumes for fumigation purposes, before starting such generation or release, to file written notice with the commissioner of buildings, giving the location of the building or enclosed space to be fumigated, and to secure from the commissioner of buildings a permit, which shall state the day and hour when the work will be performed. Each application for such permit shall be accompanied by a fee of $2.00. Such permit shall be kept on the premises to be fumigated. The time of the permit may be extended if the applicant is unable to perform the work on the hour and day set forth in the permit, and so notifies the commissioner of buildings 16 hours prior to the time set forth in the permit.

Provided that every fumigation of plants, factories, warehouses, box cars, vehicles, specially constructed vaults or any other place where candy or other foodstuffs are manufactured, sold, stored, transported or handled shall be done in strict compliance with the rules and regulations of the

board of health, and further provided, that a permit for each such fumigation shall be obtained by the fumigator from the department of health.

Provided, however, that a ship or vessel may be fumigated without previously securing from the commissioner of buildings a permit so to do, if every person, except the watchman, shall leave the vessel for the period of fumigation and the vessel shall be fended off from shore so that no person may board the vessel without the knowledge of the watchman; and provided, further, that where furniture is removed from places of domestic habitation and fumigated in specially constructed vaults, and where furs or clothing is fumigated in specially constructed vaults, a permit for each such fumigation shall not be required, but in lieu thereof, an annual permit shall be secured from the commissioner of buildings after he has investigated and satisfied himself that the proper safeguards for health and life are provided.

7-40-050 Notice -- Required.

(a) Notice Required. No person shall prevent or arrest the development of fungoid growths, disinfect premises or exterminate vermin by means of lethal, toxic, corrosive, flammable or explosive fumes or gases without first notifying the division marshal in charge of the bureau of fire prevention. Such notice shall be delivered to the division marshal not less than 24 hours before any such fumigation process is begun. Such notice shall include the description and address of the premises to be fumigated, the names and addresses of the occupant and owner of said premises and the name and address of the person in charge of such fumigation operations. Such notice shall also state the name and character of the fumigating agent to be employed and the exact time and duration of such process.

7-40-060 Notification Of Occupants -- Vacating Of Premises.

When hydrocyanic gas or other dangerous gases or fumes are used for exterminating purposes, before fumigation, the operator shall personally inspect the premises and shall serve notice, over his signature, upon all responsible occupants of each room or apartment within the danger area, stating the danger of the process and the precautions to be observed, designating the rooms or apartments which must be vacated and indicating the time when the gas is to be generated or liberated. The form of this notice shall be approved by the department of health. Every room in the danger area shall be vacated. In the case of a building in which there is an inner court, vent shaft or light well or a lot line court with a party wall or in the case of two buildings having adjacent lot line courts, upon which any room being gassed opens, every room with windows or other apertures opening to such inner or lot line courts, vent shafts or light wells shall be vacated and securely locked. Where the walls of any adjoining buildings are located within 10 feet of the rooms or apartments being gassed, the operator shall

notify, over his signature, all responsible occupants of rooms or apartments with window openings in such walls that such windows as are directly opposite or above the area of the adjoining building which is under gas, must remain closed or the rooms vacated during the time the building gassed is being flushed or aired. All rooms or apartments ordered vacated, but not under gas, shall be well ventilated during the process by keeping the windows of the rooms or apartments open.

Provided, however, that such vacation of premises and notification of occupants shall not be necessary where the fumigation is done in special rooms or vaults in furniture stores, secondhand stores or household goods warehouses or vaults in candy and other food processing plants, when such special rooms or vaults are approved as to their location, construction and gastightness by the department of health, and a provision is made for the airing of such vaults so as to allow the escape of gases at such a location where it is not dangerous by a system of ducts and ventilation approved by the department of health.

The danger area is that portion of any structure or dwelling which lies within the boundary of the outside walls of the building under gas, the roof and the basement or cellar floor, and such cut-off or fire walls as may exist in the structure in question. Such cut-off or fire walls shall be of solid masonry, gastight, at least eight inches in thickness extending from the basement through the attic, with all openings locked and guarded against entry and effectively sealed against gas leakage.

This vacating is essential and shall be adhered to in all cases except where it is necessary to keep boilers in operation to maintain temperatures in certain rooms in plants (particularly food-processing plants). These boiler rooms may be allowed to remain in operation during the fumigation period provided they are sealed gastight from the remainder of the building, and that all doors or other openings leading from the boiler rooms to the part of the plant under gas are locked and barricaded, and further provided no one be permitted to enter the boiler rooms except in company with one of the fumigators who is to remain with him while he is in these rooms. Furthermore, such persons and the fumigators shall wear suitable gas masks while in the boiler rooms.

7-40-070 Crew Removal From Vessels.

No vessel shall be fumigated until the captain or other commanding officer shall have mustered the crew and caused the members thereof and all other persons therein or thereon to leave and remain away from such vessel during the process of fumigation. Provided, however, that where a part of a vessel is to be fumigated and such part is not occupied or immediately adjoining an occupied portion of the vessel, and where after an investigation conducted by the commissioner of buildings, it appears that such portion may be fumigated without danger to life or health, he may, in

his discretion, grant permission to the holder of a permit to perform fumigation without requiring all persons in other parts of such vessel to leave the same, subject to such conditions and restrictions as he may impose.

7-40-080 Sealing Of Rooms.

Before fumigating with hydrocyanic acid gas or other dangerous gases or fumes, the operator shall securely seal all cracks, holes, crevices, openings and apertures in walls, ceilings and floors in such a way as to confine the gas to the premises intended to be fumigated.

7-40-090 Locking Rooms And Apartments.

Before fumigation, the operator shall personally inspect all rooms and apartments ordered vacated under section 7-40-060, and be assured that they are unoccupied by persons or domestic animals, after which all doors to all rooms or apartments, excepting one exit door to the rooms or apartments to be gassed, shall be securely locked; in addition, such windows or other wall openings as might possibly be used to gain entrance shall be locked or barred in such a way as to prevent entrance while still permitting thorough airing of the room. Immediately upon generating or liberating the gas, the door through which the operator leaves shall be securely locked and sealed, and all keys obtainable to all rooms or apartments ordered vacated shall be retained by the operator until all danger is passed. As an additional precaution, all rooms and apartments vacated shall be placarded.

7-40-100 Warning Card.

Prior to releasing the hydrocyanic gas or other dangerous gases, suitable warning signs shall be posted on all entrances or doors to the premises to be fumigated, and upon all gangplanks, ladders and other approaches, etc., from the deck, pier or land to the vessel as follows:

Danger

Skull	*Fumigation with*	*Skull*
and	*Cyanide Gas*	*and*
Crossbones	*Deadly Poison*	*Crossbones*

All persons are warned to keep away.

By Order of the Department of Health.

(Name and address of exterminator as well as telephone number)

Such sign shall be printed in red ink on white cardboard. The letters in the word "Danger" shall be at least two inches high, all others except the signature at least three-fourths of an inch high. At night and places where the natural light between sunrise and sunset is dim, such signs shall be illuminated so as to make the reading matter thereon plainly legible.

7-40-110 Safety Measures -- Exceptions.

(a) Safety Measures. Before the beginning of any fumigation process referred to in section 7-40-050, all automatic electrical devices shall be removed from service and all fires and open flames shall be extinguished. The premises shall be adequately sealed to prevent escape of the fumigating agent into occupied quarters. Warning placards shall be affixed in a conspicuous manner at each means of ingress to every space undergoing any fumigation. Such placards shall display the words "Dangerous Gases -- Keep Out" in letters not less than three inches in height. At the end of every such process of fumigation, it shall be the duty of the person conducting such process to ventilate thoroughly such premises and to notify the division marshal in charge of the bureau of fire prevention that such premises have been ventilated and are safe to enter.

(b) Exceptions. Where such processes enumerated in subsection (a) are carried on daily in a gastight room or vault as a part of any production or renovating process, the provisions of this section shall be held to apply only to the space in which such fumigating is done and a monthly return of the notices herein required shall suffice so long as such processes shall be continuous or of daily occurrence.

7-40-120 Guards.

Whenever hydrocyanic acid or other dangerous gases or fumes are generated or liberated in any room or portion of a structure in the city, a sufficient number of capable, alert watchmen shall remain on duty at the entrance or entrances to the room, building or enclosed space vacated for gassing, to prevent people from entering while gas is present and for two hours after the room or area gassed is opened for airing. All guards or watchmen shall be reliable persons and must be acceptable as a proper guard by the commissioner of buildings. The exterminator shall be held strictly responsible and accountable for the conduct of the guards or watchmen. In every case where the entire building is not vacated, the

exterminator or his approved representative shall remain on the job during the progress of fumigation and airing, and shall constantly supervise the occupancy of the structure to insure that no person will be endangered by gas leakage. The exterminator shall give all guards definite and proper instructions, and shall visit the premises being fumigated at regular and frequent intervals during the process to insure that they are properly guarded.

7-40-130 Food Products -- Special Safety Measures.

Before fumigation, the exterminator shall see that all ice, food and drink are removed from the rooms ordered vacated; except that such food or drink as is in sealed airtight containers need not be removed. Provided, that in industrial fumigations such as flour mills, cereal mills, food warehouses, macaroni plants, candy manufacturing plants, cheese-processing plants, etc., where fumigation is for the purpose of destroying vermin or insect pests infesting these foodstuffs, only liquid fats, oils and moist foodstuffs not sealed in airtight containers need be removed. The exterminator shall state in the application for permit to fumigate foodstuffs the amount of moisture content of the various foods it wishes to fumigate. No fumigated food shall be sold or shipped until it has been aerated by every reasonable means, including the use of fans wherever indicated, for a period not less than 36 hours following fumigation and suitable tests approved by the board of health of the air immediately around it are negative for the fumigant used.

7-40-140 Fires -- Safety Measures.

All fires within the premises under gas shall be put out whenever a flammable gas is used. For the purpose of this chapter, the board of health shall designate upon request whether the gas to be used shall be regarded as flammable or nonflammable. The exterminator shall notify the fire department of any rooms, building or structure other than approved vaults which are placed under hydrocyanic acid or other dangerous gas fumigation.

7-40-150 Impermeable Receptacles -- Required.

An impermeable receptacle for containing the ingredients is required in fumigating with hydrocyanic or other dangerous gases.

7-40-160 Exposure Of Cyanic Crystals Prohibited.

No cyanic crystals shall be dropped on the floor or left exposed where people or domestic animals may come in contact with them in fumigating with hydrocyanic or other dangerous gases.

7-40-170 Airing Of Premises.

At the conclusion of the gassing process in fumigation, it shall be the duty of the operator to throw open doors and windows of the premises, until all rooms have been opened for free access of air. No person other than the operator shall be permitted to enter the premises until all traces of the gas have disappeared, and in no case shall the occupants of the rooms or areas gassed be permitted to enter until 12 hours after airing. The operator or watchmen shall keep all persons away from the doors and windows of the premises for two hours after airing. Infants and children under six years of age shall not be permitted to re-enter the premises until 18 hours after the rooms or apartments are opened for airing. The exterminator shall inform all occupants having children of this provision in writing over his signature. No room or space, except where the whole building is vacated and except upon a ship or vessel when fended off from shore as provided herein, shall be left under gas after the time of sunset. Warnings posted where the natural light between sunrise and sunset is dim shall be artificially illuminated. Warnings on vessels fumigated after sunset shall be artificially illuminated in a manner approved by the department of health.

7-40-180 Fumigation Residue -- Disposal.

The operator shall dispose of the residue left in the jars or containers, and the water used for cleaning such jars or containers, in accordance with the provisions of the federal and state statutes and regulations concerning environmental and toxic waste and hazards.

7-40-190 Hydrocyanic Acid Containers -- Department Of Health Approval -- Exceptions.

Every container in which hydrocyanic acid, either alone, mixed with or absorbed in other material, is handled, shipped or sold, shall be of a type of construction, material and thickness approved by the department of health, in order that accidental poisonings during handling, storage and shipment of such containers may be prevented. This approval shall not be necessary where the containers are accepted by the United States officials for interstate shipment.

7-40-200 Stink Or Tear Gases.

The department of health may prescribe that a stink gas or tear gas shall be mixed with the hydrocyanic acid gas or other dangerous gases or fumes to be used for fumigating, specifying in whatever detail it shall deem necessary the time and method for the generation or release of such stink or tear gases.

7-40-210 Violation -- Penalty.

Any person who shall violate any of the provisions of this chapter shall be fined not less than $200.00 nor more than $500.00 for each offense. Every day such violation continues shall constitute a separate and distinct offense.

Article II.

Manufacturing Establishment License.

SECTION 1. Chapter 4-224 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

[Article I. General Provisions.]

4-224-002 Definitions.

Whenever used in this chapter:

(a) "Manufacturing establishment" means any place or establishment where a mechanical or chemical process is used to transform or assemble materials or substances into an article of tangible personal property with a different form, use or name, regardless of whether the new product is finished and ready for utilization or consumption; or semifinished and ready to become a raw material for an establishment engaged in further manufacturing. A manufacturing establishment shall include but not be limited to a drug, chemical or paint factory; a foundry; a machine shop; and a roofing or paving materials factory. In no case shall a manufacturing establishment include a place or establishment where the manufacturing process is an accessory use of the business being conducted, nor shall it include a wholesale food establishment.

(b) "Accessory use" means the production, processing, cleaning, servicing, altering, testing, repair, or storage of merchandise normally incidental to a retail service or business use if conducted by the same ownership as the principal use.

(c) "Drug, chemical or paint factory" means any factory, building, place or establishment where soda, soda ash, salt, sal soda, bicarbonate of soda, caustic soda, alcohol, ether, essential oils, carbonic acid, gas, chlorine, aniline, benzine, perfumes, toilet preparations, coal-tar chemicals, inks, dyes, bluing, washing powders, lye boiler compounds, disinfectants, fertilizers, insect powders, condition powders, furniture

polish, shoe polish, metal polish, cleaning compounds, photographic chemicals, glycerine, drugs, medicines, ointments, proprietary or patent medicines, paints, pigments, linseed oil, turpentine, drying oils, paint removers, shellac, varnish, enamels, calcimine, wallpaper cleaners, putty or any other chemicals, paints, oils, medicines, drugs or similar materials or preparations are made, manufactured, mixed, compounded, purified or prepared; provided, however, that this shall not apply to wholesale drugstores or other establishments specifically defined and licensed by other provisions of this code.

(d) "Foundry" means any place or establishment where iron, copper, brass, zinc, lead, aluminum, bronze alloys or any other metal or metals are poured, molded or cast for building, agricultural, mechanical or other industrial or commercial purposes.

(e) "Machine shop" means a workshop in which machines are made, or where parts of machines, or tools, implements, gears, dies, screws or other metal articles are cut, filed, shaped, punched, or stamped by means of a lathe or other machinery.

(f) "Roofing or paving materials factory" means any premises, building or structure where the business of boiling, distilling, mixing or otherwise changing the form of crude asphalt, crude tar, coal-gas byproducts, with or without other materials for roofing, paving or similar uses, is carried on. The byproducts of such boiling, distilling or other process in the manufacture of roofing or paving materials shall be considered as incidental to and a part of such manufacture for the purposes of this chapter.

(g) "Wholesale food establishment" means any place used for the preparation, manufacture, canning, baking, bottling, packing, distribution, storage, selling or offering for sale at wholesale any article of food, packaged or unpackaged, drink or ice used or intended for human consumption, or any such article which is an ingredient of, used for, mixed with or which enters into the composition of any such food, confection, baked goods, condiments, drink or ice.

4-224-004 Manufacturing License -- Required.

No person shall conduct or operate a manufacturing establishment within the city without having first obtained a manufacturing license.

4-224-006 License -- Application.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses; and with the particular requirements for each manufacturing establishment to

be performed under the license as set forth in the relevant sections of the code governing the particular establishment.

4-224-008 License -- Fee.

The annual fee for each manufacturing license shall be as set forth in section 4-5-010.

4-224-010 Frontage Consents.

It shall be unlawful for any person to conduct [any of the businesses licensed under this chapter,] *a drug, chemical or paint factory; a foundry; or a machine shop,* excepting wearing apparel shops, on any lot fronting on any street in any block in which one-half of the buildings on both sides of the street are used exclusively for residence purposes, or within 50 feet of any such street, without the written consent of a majority of the property owners according to frontage on both sides of such street.

4-224-011 Location Restrictions.

No machine shops shall be conducted or operated on any lot or plot of ground of which any portion shall be within 200 feet of any lot occupied by a public or parochial school, hospital or church.

4-224-012 Noise Restrictions.

It shall be unlawful to maintain, within 200 feet of any residence, a machine shop or a foundry wherein pneumatic hammers or other apparatus are used which cause loud or unusual noises.

4-224-013 Operation At Night Restricted.

No machine shop shall be operated in the nighttime between the hours of 8:00 P.M. and 6:00 A.M. in any block in which a majority of the buildings on both sides of the street are used exclusively for residential purposes, or within 100 feet of such block, and it shall be within the power of the board of health, after reasonable notice, to treat such night operation as a public nuisance and to abate the same.

4-224-020 Sanitary Requirements.

No owner, proprietor, lessee, manager or superintendent of any manufacturing [plant] *establishment* where workmen and workwomen are

employed for wages shall cause, permit or allow the same or any portion or apartment of, or any room in such manufacturing [plant] *establishment,* to be overcrowded or inadequate, faulty or insufficient in respect of light, ventilation, heat or cleanliness.

In every such building or apartment, or room in any such building, where one or more persons are employed as aforesaid, at least 500 feet of air space shall be allowed to each person employed therein, and fresh air shall be supplied by ventilation at the rate of four complete changes of air per hour during the hours of employment. No part of such air supply shall be taken from any cellar or basement.

All such places shall be kept in a clean condition, free from the effluvia of a sewer, drain, privy, stable or other nuisance; also free as far as practicable from all gases, vapors, dust or other impurities generated by manufacturing processes or otherwise which are injurious to health.

Sufficient and separate water closets shall be provided for male and female employees, and such water closet compartments shall be properly ventilated.

4-224-030 Inspections.

The section of mechanical inspection of the department of buildings *and the division marshal in charge of the bureau of fire prevention* shall visit, or cause to be visited by any officer, all [such places of employment or service] *manufacturing establishments* within the city *before a license required under this chapter may be issued and* as often it shall deem necessary to see that the provisions of this chapter are complied with *and to determine whether the building or place within which the manufacturing establishment is conducted or is to be conducted complies with the provisions of this code relating to health and sanitation, buildings and fire prevention* and if [it finds] such premises *are found to be* in an unsanitary or unsafe condition, *the inspecting department* [it] shall require such alterations or arrangements to be made as may be necessary for the safety and health of the employees, pursuant to the terms of this chapter and other provisions of this code and such laws as may be in force concerning health and sanitary measures.

[Article II. Drug, Chemical Or Paint Factories.]

[4-224-050 Drug, Chemical Or Plant Factory Defined.

"Drug, chemical or paint factory" means any factory, building, place or establishment where soda, soda ash, salt, sal soda, bicarbonate of soda,

caustic soda, alcohol, ether, essential oils, carbonic acid gas, chlorine, aniline, benzine, perfumes, toilet preparations, coal-tar chemicals, inks, dyes, bluing, washing powders, lye, boiler compounds, disinfectants, fertilizers, insect powders, condition powders, furniture polish, shoe polish, metal polish, cleaning compounds, photographic chemicals, glycerine, drugs, medicines, ointments, proprietary or patent medicines, paints, pigments, linseed oil, turpentine, drying oils, paint removers, shellac, varnish, enamels, calcimine, wallpaper cleaners, putty or any other chemicals, paints, oils, medicines, drugs or similar materials or preparations are made, manufactured, mixed, compounded, purified or prepared; provided, however, that this shall not apply to wholesale drugstores or other establishments specifically defined and licensed by other provisions of this code.]

[4-224-060 License -- Required.

No person shall conduct or operate a drug, chemical or paint factory without first having obtained a drug/chemical/paint license.]

[4-224-070 License -- Application -- Investigation.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses.

The section of mechanical inspection of the department of buildings shall cause an investigation to be made of the premises named and described in such application, for the purpose of determining the fitness and suitability of such premises for the conduct and operation of the industry there to be conducted, from a sanitary standpoint, and to ascertain whether the applicant has complied with the state laws and provisions of this code regulating health, sanitation and safety so as to safeguard properly the lives and health of employees engaged therein.

The division marshal in charge of the bureau of fire prevention shall cause an investigation to be made of the said premises to determine whether the fire regulations of this code applicable thereto have been complied with.]

[4-224-080 License -- Fee.

The annual fee for each drug/chemical/paint license shall be as set forth in section 4-5-010.]

[4-224-090 License -- Expiration Date.

All such licenses shall expire in accordance with the provisions of Section 4-4-021.]

[4-224-100 Sanitary And Fire Prevention Requirements.

Every drug, chemical or paint factory shall be kept in a clean and sanitary condition. All measures which the sections of heating, mechanical inspection and industrial sanitation shall deem necessary shall be taken to safeguard properly the lives and health of all persons employed in such establishments.

All necessary appliances and devices shall be installed to prevent the emission of obnoxious fumes, odors or dust, and provisions shall be made to prevent the occlusion or obstruction of the drains or sewers through which the sewage or wastes of such establishment are discharged.

Adequate and convenient washing and toilet facilities shall be provided for employees in such establishments.

In addition all drug, chemical or paint factories shall comply with the fire regulations of this code applicable thereto.

The section of mechanical inspection of the department of buildings and the director of the bureau of fire prevention shall periodically inspect all such factories to determine whether the provisions of this code applicable thereto are being complied with.]

[Article III. Foundries.]

[4-224-110 Foundry Defined.

"Foundry" means any place or establishment where iron, copper, brass, zinc, lead, aluminum, bronze alloys or any other metal or metals are poured, molded or cast for building, agricultural, mechanical or other industrial or commercial purposes.]

[4-224-120 License -- Required.

No person shall conduct or operate a foundry within the city without having first obtained a license therefor.]

[4-224-130 License -- Application -- Investigation.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses.

The section of mechanical inspection of the department of buildings and the director of the bureau of fire prevention shall make separate investigations in order to determine whether the building or place within which such foundry is conducted or is to be conducted complies with all the provisions of this code relating to health and sanitation, buildings and fire prevention, respectively, applicable to said premises.]

[4-224-140 License -- Fee.

The annual license fee for a foundry shall be as set forth in section 4-5-010.]

[4-224-150 Noise Restrictions.

It shall be unlawful to maintain, within 200 feet of any residence, a foundry wherein pneumatic hammers or other apparatus are used which cause loud or unusual noises.]

[4-224-160 Sanitary Requirements.

No building, structure, yard, lot or part thereof used for or in connection with any foundry shall be so used as to endanger the health or property of the employees or of the public.

The owner, lessee, tenant, occupant or manager of any foundry shall cause all ashes, cinders, slag, rubbish, sand, dirt and all foundry waste and refuse to be removed to some proper place so that the same shall not accumulate at, in, or on the buildings, structures, yards or parts thereof, and so that the same may not become filthy, offensive or detrimental to the public health; nor shall such owner, lessee, tenant, occupant or manager permit any cinders, slag or foundry waste to be so used, deposited or disposed of, that gas or gases shall emanate therefrom which might become offensive or detrimental to the health of any person not being therein or thereupon engaged. Any person therein or thereupon engaged shall be properly safeguarded while so engaged.

It is hereby declared to be a nuisance to permit any ashes, cinders, slag, rubbish, sand, dirt or foundry waste or refuse to accumulate, or to use or deposit same contrary to the provisions of this section, in such a way that it might become detrimental to the health of the public.

The section of mechanical inspection of the department of buildings shall inspect the premises used for foundry purposes and property in connection therewith as often as it deems necessary in order to abate or cause to be removed the nuisance herein declared.]

[4-224-170 Fire Regulations.

Each person conducting a foundry shall comply with the fire regulations of this code applicable thereto. It shall be the duty of the division marshal in charge of the bureau of fire prevention to inspect periodically each such premises to determine whether such regulations are being complied with.]

[Article IV. Machine Shops.]

[4-224-180 Machine Shop Defined.

"Machine shop" means a workshop in which machines are made or metal parts thereof are repaired, or where parts of machines, or tools, implements, gears, dies, screws or other metal articles are cut, filed, shaped, punched, stamped or repaired by means of a lathe or other machinery.]

[4-224-190 License -- Required.

No person shall conduct or operate a machine shop within the limits of the city without having first obtained a license therefor; provided, however, that this shall not apply to any class of machine shops specifically licensed under other provisions of this code.]

[4-224-200 License -- Application -- Investigation.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses.

The board of health, the section of mechanical inspection of the department of buildings and the director of the bureau of fire prevention shall make separate investigations in order to determine whether the building or place within which such machine shop is conducted or is to be conducted complies with all the provisions of this code relating to health, safety and sanitation, buildings and fire prevention, respectively.]

[4-224-210 License -- Fee.

The annual fee for each machine shop license shall be as set forth in section 4-5-010.]

[4-224-220 Location Restricted.

No machine shop shall be conducted or operated on any lot or plot of ground of which any portion shall be within 200 feet of any lot occupied by a public or parochial school, hospital or church.]

[4-224-230 Operation At Night Restricted.

No machine shop shall be operated in the nighttime between the hours of 8:00 P.M. and 6:00 A.M. in any block in which a majority of the buildings on both sides of the street are used exclusively for residential purposes, or within 100 feet of such block, and it shall be within the power of the board of health, after reasonable notice, to treat such night operation as a public nuisance and to abate the same.]

[4-224-240 Sanitary And Health Requirements.

No building, structure or part thereof used for or in connection with any machine shop shall be so used as to endanger the health or property of the employees or of the public. The owner, lessee, tenant, occupant or manager of any such machine shop shall cause all floors and other surface around or beneath any machine or work bench to be kept in good order and repair and shall have suitable and convenient sanitary receptacles for receiving waste and cloths used in and about the machine shop for the purpose of cleaning machines or parts thereof or which are intended for any other necessary use. Such owner, lessee, tenant, occupant or manager shall not permit any steel cuttings or machine parts to accumulate on or about any machine or work bench so that the same may become detrimental to the health or safety of any person therein engaged.

No person suffering from any actively contagious or infectious disease shall be employed in or about any machine where a cutting compound or fluid is used. The board of health shall visit or cause to be visited all such machine shops within the city as often as it shall deem necessary to ascertain whether the regulations governing machine shops are complied with, and to cause analysis to be made of any cutting compound used in connection with said machine shop work where any cutting compound is to be reused. If upon such analysis the board of health finds that the said cutting fluid shall in any way be contaminated, and as a result of such contamination may cause infection to any employee of such machine shop, the board of health shall immediately take the necessary steps to prevent

the further use of such cutting compound or fluid or order a proper treatment to eliminate from such cutting fluid or compound any further danger of contamination to employees. In every such machine shop where the employees are permitted to eat on the premises, a suitable place shall be provided for that purpose, and every such place so provided shall be kept thoroughly clean and proper receptacles shall be furnished for the collection of refuse.

It shall be the duty of the board of health to cause an inspection to be made of the premises used for machine shop purposes and all buildings used in connection therewith as often as may be necessary to abate or cause to be removed the nuisance designated in this section.]

[4-224-250 Noise Restrictions.

It shall be unlawful to operate, within 200 feet of any residence, a machine shop wherein pneumatic hammers or other apparatus are used which cause loud or unusual noises.]

[4-224-260 Fire Regulations.

Each person conducting a machine shop shall comply with the fire regulations of this code. It shall be the duty of the division marshal in charge of the bureau of fire prevention to inspect periodically each such premises to determine whether such regulations are being complied with.]

[Article V. Soap Manufacturers.]

[4-224-270 Soap Defined.

"Soap" means scourene, soap powder, liquid soap, or any chemical compound in domestic use for washing and cleansing made by the union of fatty acids with a salifiable base.]

[4-224-280 License -- Required.

No person shall engage in the business of manufacturing soap within the city, or within one mile of the limits thereof, without first having obtained a license therefor.

Any person duly licensed to engage in the business of slaughtering animals for food, packing them for market, or cleaning the intestines thereof, or rendering offal, fat, bones or scraps therefrom or from any other

dead carcasses or animal matter whatever, or the manufacture or production of fertilizer or glue or soap therefrom, or the manufacture of the same into fertilizing matter, or changing the form thereof in any manner by the use of heat, steam, fire or chemicals, or otherwise, shall not be required to be licensed in accordance with the provisions of this section.]

[4-224-290 License -- Application -- Investigation.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses. The board of health shall cause an investigation to be made of the premises named in said application to determine whether the health, sanitation and safety requirements of this code have been complied with.]

[4-224-300 License -- Fee.

The annual license fee to operate or conduct the business of manufacturing soap shall be as set forth in section 4-5-010.]

[4-224-310 Sanitary Requirements -- Violation -- Penalty.

Every room or place used as a soap factory shall at all times be kept in a clean and sanitary condition as to doors, walls, ceilings, windows, woodwork, machinery and other equipment or fixtures.

Materials such as fats, oils, powders and other materials which are or may become offensive or dangerous to health shall be handled, kept or processed so as to prevent such materials from becoming offensive or detrimental to the health of the employees.

Suitable and sufficient lavatory and toilet facilities and dressing rooms for each sex shall be maintained.

No person engaging in the business of manufacturing soap shall empty, dump or deposit in any sewer or upon any private premises any material either organic or inorganic which is or may become foul, offensive, nauseous or detrimental to health.

No such business shall be conducted or operated so that odors, fumes or dust from any process, or from the handling of material in any way, shall be discharged or escape to the outdoor air and cause a public nuisance.

Any person violating any of the provisions of this section shall be fined not less than $100.00 nor more than $200.00 for each offense.]

[4-224-320 Inspections.

The board of health shall periodically inspect each soap manufacturing establishment to determine whether the provisions of this code regarding health, sanitation and safety applicable thereto are being complied with.]

Article VI. Wearing Apparel Shops.

(Reserved)

Article VII. Wholesale Vehicle Shops.

(Reserved)

Article VIII. Violation Of Chapter Provisions.

4-224-450 Violation -- Penalty.

[Except as otherwise provided in this chapter, a]*A*ny person violating any of the provisions of this chapter shall be fined not less than $200.00 nor more than $500.00 for each offense and every day that any such violation shall continue shall constitute a separate and distinct offense.

SECTION 2. Chapter 4-256 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-256-010 Roofer Defined.

As used in this chapter:

"Roofer" means any person engaged in the business of repairing, recoating, altering or changing roofs of buildings or other structures within the city with tile, plate, sheet metal, mastic and gravel roofing, ready roofing over shingles, asphalt and asphalt shingle roofing, and felt composition roofing, or any other kind of prepared roofing, and who shall use a vehicle in and about such business.

4-256-020 License -- Required.

It shall be unlawful for any person to engage in the business of a roofer without obtaining a construction services license therefor.

4-256-030 License -- Application.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses. In addition, the applicant shall state the number and description of each and every vehicle used by the applicant in and about the said business.

The commissioner of streets and sanitation shall approve such application before said license shall be issued.

4-256-040 License -- Bond.

Every applicant for a construction services license for the purpose of engaging in the business of a roofer shall file with the commissioner of streets and sanitation a bond to the city in the sum of $5,000.00, which bond shall be approved by the commissioner of streets and sanitation, conditioned to save the city harmless from all dangers that may happen, accrue to or be chargeable against the city on account of the use of the public ways of the city in such business, and for the purpose of securing the immediate repair and clearing of any portion of the public ways encumbered by the employees of such roofer.

4-256-050 License -- Fee.

The annual fee for a construction services license shall be as set forth in section 4-5-010.

4-256-060 License -- Emblems.

Such licensee shall secure from the city clerk a metallic plate or other suitable emblem on which shall be legibly and conspicuously marked the words "Licensed Roofing Vehicle". Said plate or emblem shall be conspicuously displayed on the vehicle used by the licensee in said business.

[Article II. Roofing Or Paving Materials Factory.]

[4-256-070 Roofing Or Paving Materials Factory Defined.

As used in this chapter:

"Roofing or paving materials factory" means any premises, building or structure where the business of boiling, distilling, mixing or otherwise changing the form of crude asphalt, crude tar, coal-gas byproducts, with or without other materials for roofing, paving or similar uses, is carried on. The byproducts of such boiling, distilling or other process in the manufacture of roofing or paving materials shall be considered as incidental to and a part of such manufacture for the purposes of this chapter.]

[4-256-080 License -- Required.

No person shall conduct or operate any roofing or paving materials factory without first having obtained a license therefor.]

[4-256-090 License -- Application And Investigation Procedures.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses.

The commissioner of inspectional services and the bureau of fire prevention shall then make, or cause to be made, an investigation of the premises described in such application, for the purpose of determining the fitness and suitability of said premises for the conduct of such business from a sanitary standpoint, and also as to whether the applicant has complied with the state laws and provisions of this code regulating such establishments. Plans and specifications shall be submitted to the commissioner of inspectional services and the bureau of fire prevention for approval of all new roofing or paving materials factories and subsequent additions to the same.

The division marshal in charge of the bureau of fire prevention shall investigate the premises so described in the said application to determine whether the fire regulations of this code applicable thereto have been complied with.]

[4-256-100 License -- Fee.

The annual fee for a roofing or paving materials factory license shall be as set forth in section 4-5-010.]

[4-256-110 License -- Expiration Date.

Every such roofing or paving materials factory license shall expire on the thirtieth day of April following the date of its issuance.]

[4-256-120 Sanitary Requirements.

No person shall conduct or operate a roofing or paving materials factory in such a way as to permit the escape of gases, fumes or odors that are deleterious or offensive, or that are detrimental to health. All the necessary precautions or installations, including condensers, shall be installed to prevent the escape of offensive, deleterious or obnoxious fumes, gases, odors or dust. Adequate measures shall be taken to safeguard the health and lives of all persons employed in such establishments. Adequate and convenient toilet facilities shall be provided for such employees.]

[4-256-130 Fire -- Regulations And Inspections.

Every person licensed to conduct a roofing or paving materials factory shall comply with the fire regulations of this code applicable thereto, and the division marshal in charge of the bureau of fire prevention shall periodically inspect each such place of business to determine whether the said regulations are being complied with.]

Article III. Violation Of Chapter Provisions.

4-256-140 Violation -- Penalty.

Any person violating any of the provisions of this chapter shall be fined not less than $200.00 nor more than $500.00 for each offense.

Article III.

Hazardous Materials License.

SECTION 1. Chapters 4-124, 4-132 and 4-136 of the Municipal Code of Chicago are hereby repealed.

SECTION 2. Chapter 4-112 of the Municipal Code of Chicago is hereby renumbered Chapter 15-26.

SECTION 3. Title 4 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 4-115, as follows:

4-115-010 Hazardous Materials License -- Required.

No person shall engage in any of the following activities without having first obtained a hazardous materials license:

(a) use or maintenance of hazardous materials for which a license is required under section 15-4-130;

(b) use or maintenance of acetylene gas for which a license is required under section 15-4-160(a);

(c) use or maintenance of acetylene gas for which a license is required under section 15-4-160(b);

(d) use or maintenance of calcium carbide for which a license is required under section 15-4-160(c);

(e) use or maintenance of flammable liquids for which a license is required under section 15-4-210;

(f) use or maintenance of liquefied fume hazard gases for which a license is required under section 15-4-230;

(g) use or maintenance of oxygen or hydrogen for which a license is required under section 15-4-240;

(h) use or maintenance of nitrocellulose products for which a license is required under section 15-4-250;

(i) use or maintenance of a lumberyard or lumber storehouse for which a license is required under section 15-4-252;

(j) use or maintenance of sawdust, shavings, excelsior or other similar flammable materials for which a license is required under section 15-4-254;

(k) use or maintenance of solid fuel for which a license is required under section 15-4-256 or section 15-4-257;

(l) use or maintenance of fuel oil for which a license is required under section 15-4-258 or section 15-4-259; or

(m) the business of extermination by fumigation as defined in section 7-40-010.

4-115-020 License -- Application.

An application for a hazardous materials license shall be made in conformity with the general requirements of this code relating to applications for licenses; and with the particular requirements for each activity to be performed under the license as set forth in the relevant sections of the code governing the particular activity.

In addition, the applicant shall state the location of the place at which it is desired or intended to store or use the hazardous materials enumerated for use in the applicant's business, the maximum aggregate quantity to be so stored for use, and shall give a description of the business engaged in, the location and capacity of all containers or tanks used, a description of all vehicles used in connection with the applicant's business, and such other information as may be required by the division marshal in charge of the bureau of fire prevention.

Before a license required under this chapter may be issued, and, thereafter, as often as it deems necessary, the division marshal in charge of the bureau of fire prevention shall investigate or cause to be investigated the place of business described in such application; all containers, tanks and buildings wherein hazardous materials are to be stored; all vehicles to be used in connection with the applicant's business; and the methods and equipment intended to be used by such applicant to determine whether they are or will be in compliance with all of the fire prevention provisions of the code. In addition, before a license required under this chapter may be issued, and, thereafter, as often as it deems necessary, the department of environment shall inspect all underground storage tanks to be used in connection with the applicant's business.

It shall be the duty of each applicant to notify, within seven days, the division marshal in charge of the bureau of fire prevention when the license for the hazardous materials is no longer required. Notice shall include a verified statement that the licensee is no longer using the materials enumerated in section 15-4-130 in sufficient quantities to require a license.

4-115-030 License -- Fee.

The annual license fee for each hazardous materials license shall be as set forth in section 4-5-010.

4-115-040 Violation -- Penalty

Any person violating any of the provisions of this chapter shall be fined not less than $200.00 nor more than $500.00 for each offense. Every day such violation continues shall constitute a separate and distinct offense.

SECTION 4. Chapter 15-4 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

15-4-010 Fire Regulations.

This chapter [and chapter 4-112], article II of chapter 15-16, *and* chapters 15-20, 15-24, *15-26* and 15-28 of this code shall be known as the fire regulations of this code.

15-4-060 Transportation Exemption.

Nothing contained in this chapter [and chapter 4-12], article II of chapter 15-16, chapters 15-20, 15-24, *15-26* and 15-28 shall be construed as applying to the transportation of any article or thing shipped in conformity with regulations prescribed by the Department of Transportation and/or Interstate Commerce Commission, nor as applying to the military or naval forces of the United States.

[15-4-120 Hazardous Materials.

The application for a hazardous materials license shall be made in conformity with the general requirements of this code relating to applications for licenses, and in addition the applicant shall state the location of the place at which it is desired or intended to store or use the materials enumerated in section 15-4-130 for use in the applicant's business, the maximum aggregate quantity to be stored, for use, and shall give a description of the business engaged in the location and capacity of all containers or tanks used, and such other information as may be required by the division marshal in charge of the bureau of fire prevention. The division marshal in charge of the bureau of fire prevention, upon request from the director of revenue, shall investigate or cause to be investigated the place of business described in such application and the methods and equipment intended to be used by such applicant.

It shall be the duty of each applicant to notify, within seven days, the division marshal in charge of the bureau of fire prevention when the license for the materials enumerated in section 15-4-130 is no longer required. Notice shall include a verified statement that the licensee is no longer using the materials enumerated in section 15-4-130 in sufficient quantities to require a license.]

15-4-130 Amounts Of Hazardous Material.

A hazardous materials license, as specified in section [15-4-120] *4-115-010* shall be required under any of the following conditions:

(a) where the combined capacity of all containers used to store or handle corrosive liquids exceeds 55 gallons;

(b) where the combined capacity of all tanks or containers used to store or handle oxidizing materials exceeds 500 pounds;

(c) where the combined capacity of all tanks or containers used to store or handle organic peroxides exceeds 10 pounds;

(d) where the combined capacity of all tanks or containers used to store or handle nitromethane exceeds 500 pounds;

(e) where the combined capacity of all tanks or containers used to store or handle ammonium nitrate exceeds 1,000 pounds;

(f) where any amounts of highly toxic materials are used, stored or handled other than in connection with retail trade in original, sealed containers;

(g) where any amounts of fume hazard gas is stored, used or handled;

(h) where the total amount of highly flammable materials, as defined in section 15-28-500, stored exceeds 100 cubic feet.

[15-4-140 Annual Fee.

The annual license fee for a license under section 15-4-130 shall be $250.00. However, where any such person already is duly licensed under any other provision of this code which requires the division marshal in charge of fire prevention to annually investigation or cause to be investigated the place of business described in such application, the annual license fee for a license under section 15-4-130 shall be waived except that where the annual fee for such other licenses is less than $50.00, the annual fee for a license under section 15-4-130 shall be the difference between such other license fee and $50.00. Every license issued under this section shall expire on August 31st, following the date of issuance.]

[15-4-150 General Requirements For Acetylene Gas And Calcium Carbide.

The application for a license required in sections 15-4-160 to 15-4-250, inclusive, shall be made in conformity with the general requirements of this code relating to applications for licenses, and in addition, the applicant shall state the location of the place at which it is desired or intended to store or use the materials for use in the applicant's business, the maximum aggregate quantity to be so stored for use, and shall give a description of the business engaged in the location and capacity of all containers or tanks used, and such other information as may be required by the division marshal in charge of the bureau of fire prevention to properly evaluate the fire protection hazard. The division marshal in charge of the bureau of fire prevention, upon request from the director or revenue, shall investigate or cause to be investigated the place of business described in such application and the methods and equipment intended to be used by such applicant.

It shall be the duty of each applicant to notify, within seven days, the division marshal in charge of the bureau of fire prevention when the license for the materials enumerated in sections 15-4-160 to 15-4-250, inclusive, is no longer required. Notice shall include a verified statement that the licensee is no longer using the materials or used in sufficient quantities to require a license.]

15-4-160 Amounts Of Acetylene Gas And Calcium Carbide.

A *hazardous materials* license *as specified in section 4-115-010,* shall be required when:

(a) Generation of acetylene gas in any form of generator holder, container or associated apparatus at a pressure not to exceed 15 pounds per square inch. [The fee for this license shall be $30.00.]

(b) Collecting or compressing acetylene gas at any pressure in excess of 15 pounds per square inch or selling or distributing acetylene gas at any pressure in excess of 15 pounds to the square inch, or of selling or distributing acetylene gas under pressure. [The fee for the license to collect or compress acetylene gas in excess of 15 pounds shall be $400.00 per year, or any unexpired portion thereof. The fee to sell or distribute acetylene gas shall be $20.00 per year or any unexpired portion thereof.]

(c) Calcium carbide is stored or kept in excess of 600 pounds within the city without first obtaining license so to do, for each location where such quantity of calcium carbide is to be kept or stored.

[15-4-170 Annual Fee.

The license fee for the storage of calcium carbide in quantities exceeding 600 pounds is hereby fixed at $75.00 per year. If at the time of the application for a license, under the provisions of this section, less than three months of the current license year shall have expired, the applicant for a license shall be required to pay the full annual license fee. If three months or more, but less than six months shall have expired, he shall be required to pay three-fourths of the annual license fee. If six months or more, but less than nine months shall have expired, the applicant shall be required to pay one-half the annual license fee. If nine months or more shall have expired, the applicant shall be required to pay one-fourth of the annual license fee.]

[15-4-180 Expiration.

Every calcium carbide license shall expire on the thirty-first day of December after its issuance.]

[15-4-190 Transfer Of License.

No license for the storage of calcium carbide in quantities exceeding 600 pounds shall be assigned or transferred.]

[15-4-200 Posting Of License.

Every calcium carbide license shall be posted in a conspicuous place in the building where the calcium carbide is stored.]

15-4-210 Flammable Liquids.

A *hazardous materials* license, *as specified in section 4-115-010,* shall be required to keep on hand or store for use in any business 30 gallons or more of any flammable liquid having a flashpoint below 200 degrees Fahrenheit or 93 degrees centigrade (closed cup tester). Provided, however, that nothing herein contained shall require any gasoline filling station *or* [,] dry cleaner and spotter [, drug, chemical or paint factory, drug, chemical or paint store (wholesale), fuel oil dealer, fuel oil storer, retail hardware store, or retail paint store] duly licensed under any other provision of this code, to obtain a license hereunder.

[15-4-220 Annual Fee.

The annual fee for a license issued under section 15-4-210 shall be as follows:

For each portable wheel tank, the license fee shall be $45.00.

Where the combined capacity of all containers or tanks does not exceed 100 gallons, the license fee shall be $15.00.

Where the combined capacity of all containers or tanks exceeds 100 gallons but does not exceed 400 gallons, the license fee shall be $74.00.

Where the combined capacity of all containers or tanks exceeds 400 gallons but does not exceed 5,325 gallons, the license fee shall be $149.00 for each 1,065 gallons or fraction thereof, and in addition thereto:

$89.00 for each 1,000 gallons or fraction thereof in excess of 5,325 gallons capacity, but not exceeding 7,000 gallons;

$59.00 dollars for each 1,000 gallons or fraction thereof in excess of 7,000 gallons capacity, but not exceeding 10,000 gallons;

$15.00 for each 1,000 gallons or fraction thereof in excess of 10,000 gallons capacity but not exceeding 15,000 gallons;

$6.00 for each 1,000 gallons or fraction thereof in excess of 15,000 gallons capacity.

Additional storage in excess of 15,000 gallons shall be at the rate of $6.00 for each 1,000 gallons storage capacity or fraction thereof.

In determining the total capacity of containers or tanks under this section, any used exclusively for the storage of kerosene but not exceeding a total capacity of 100 gallons shall be excluded.]

15-4-230 Liquefied Fume Hazard Gases.

A *hazardous materials* license, *as specified in section 4-115-010*, shall be required to keep on hand or store for use in any business liquefied fume hazard gases in single unit tank cars. [The annual fee for such a license shall be $1,350.00. No such license shall be transferable.]

15-4-240 Oxygen And Hydrogen.

A *hazardous materials* license, *as specified in section 4-115-010*, shall be required to generate or compress oxygen or hydrogen in any form of generator, holder, container or associated apparatus. [The fee for this license shall be $608.00 per year.]

15-4-250 Nitrocellulose Products.

A *hazardous materials* license, *as specified in section 4-115-010*, shall be required to keep any nitrocellulose products in excess of 25 pounds. [The annual fee for a license to manufacture, store or handle nitrocellulose products is fixed as follows:

$95.00 for storage in excess of 25 pounds but not in excess of 200 pounds.

$203.00 for storage in excess of 200 pounds.

No license shall be issued except under payment of the full annual license fee.]

15-4-252 Lumberyards And Lumber Storehouses.

(a) A hazardous materials license, as specified in section 4-115-010, shall be required to conduct or operate a lumberyard or lumber storehouse.

Included hereunder, but not limited hereby, shall be all lumberyards, lumber storehouses and other places where new, used, finished or unfinished lumber, timber, wood (except firewood), wooden boxes, wooden barrels, veneers, plywoods, flex woods and the like, in excess of 5,000 feet, are kept, placed, stored or piled for sale or use, other than lumber for use in the repair, erection or construction of buildings or improvements incident to the land on the premises where so kept, placed, stored or piled on the premises immediately adjacent thereto.

(b) It shall be unlawful to conduct or operate any lumberyard or lumber storehouse, or to pile or store lumber or any of the aforementioned wooden articles in any lot or plot of ground, without first obtaining the written consents of property owners representing the majority of the total frontage of any lot or plat of ground lying wholly or in part within limits 150 feet distant from and parallel to the boundary of the lot or plot of ground upon which said yard or storehouse is to be established or maintained; provided, however, that for the purpose of this section, only the frontage of any such lot or plot of ground as comes within the 150 foot limits herein prescribed shall be considered; and provided further, that any and all petitions containing such consents of property owners shall be based on and contain the legal

description of the property affected and the date of signature. Whenever the lot or plot of ground in which said yard or storehouse is to be established is in any shape other than a rectangle, the 150 foot limiting line aforementioned shall not exceed in distance 150 feet from any point in the boundaries of such lot or plot of ground. Such written consents shall be obtained and filed with the buildings commissioner before a license is issued hereunder.

(c) It shall be unlawful for any person to establish within 200 feet of a school, church or institutional building, a lumberyard where lumber, either new or old, is sold, or is stored for seasoning or drying; or a box yard where wooden boxes either new or old are stored, sold, manufactured or repaired; or a barrel yard where wooden barrels, either new or old, are stored, sold, manufactured or repaired.

(d) It shall be unlawful for any person to pile or to maintain a pile of lumber, either new or old; wooden boxes, either new or old; wooden barrels, either new or old; and other materials of like combustible nature for the purpose of selling, storing, manufacturing, drying or seasoning, within 150 feet of any building or within 25 feet of any fireproof or brick building, unless the roof of the brick building shall be of fireproof construction, and all exposed windows, doors and other openings in both brick or fireproof buildings are fitted and protected with approved fire-resisting wired glass and metal sash and frames, or all windows and other openings are equipped with metal-clad shutters or doors.

No lumber, boxes or barrels shall be piled in excess of 20 feet in height. If the area covered be in excess of 1,000 square feet, it shall be divided into areas of 1,000 square feet or less by aisles or passageways at least 48 inches wide.

15-4-254 Sawdust, Shavings And Excelsior.

A hazardous materials license as specified in section 4-115-010, shall be required to keep or store for the purpose of selling at wholesale or retail, sawdust, shavings, excelsior or other similar flammable materials.

15-4-256 Sale Of Solid Fuel And Firewood.

(a) It shall be unlawful for any person to engage in the business of a dealer in solid fuel, within the fire limits of the city, without first having obtained a hazardous materials license, as specified in section 4-115-010, therefor; provided, that no license shall be required of any dealer in solid fuel for any place of business operated or conducted by such dealer in solid fuel and licensed as such by any municipality which has adopted an ordinance granting privileges similar to those contained in this section.

(b) Whenever used in this section, section 15-4-257, section 15-4-258, and section 15-4-259, the term "solid fuel" shall mean any anthracite, semianthracite, bituminous, semibituminous or lignite coal, briquettes, boulets, coke, gashouse coke, petroleum coke, petroleum carbon, firewood or any other manufactured or patented fuel not sold by liquid or metered measure; the term "hundredweight" shall mean 100 pounds avoirdupois; the word "ton" shall mean 20 hundredweight; the term "dealer in solid fuel" shall mean any person, as defined in this section, offering for sale, selling, delivering or selling and delivering any solid fuel; and the term "fuel oil dealer" shall mean any person who stores fuel oil for the purpose of sale, or conveys fuel oil in any vehicle for the purpose of sale. The term "storer of solid fuel" shall mean any person who stores solid fuel for use in any business but not for resale. The term "fuel oil storer" shall mean any person who keeps on hand or stores fuel oil for use in any business but not for resale.

(c) It shall be unlawful to conduct or operate any yard for the storage of solid fuel in any lot or plot of ground without first obtaining the written consents of the property owners representing the majority of the total frontage in feet of any lot or plot of ground lying wholly or in part within lines 150 feet distant from and parallel to the boundaries of the lot or plot of ground upon which said yard is to be installed; provided, however, that for the purpose of this section only the frontage of any such lot or plot of ground as comes within the 150 foot limit herein prescribed shall be considered; and provided, further, that any and all petitions containing such consents of property owners shall be based on and contain the legal description of the property affected and the date of signature. Whenever the lot or plot of ground in which said yard is to be installed is in any shape other than a rectangle, the 150 foot limiting line aforementioned shall not exceed in distance 150 from any point in the boundaries of such lot or plot of ground.

(d) Every dealer in solid fuel shall conform to the provisions of this code regulating weights and measures, including the requirements as to certificates of weight, which are applicable thereto.

(e) It is hereby declared unlawful for any person to sell or offer for sale any two or more different kinds, grades or sizes of solid fuel which have been mixed in such manner as to prevent purchasers, or intended purchasers, or the inspector of weights and measures of the city or one of his deputies, from reweighing separately each kind, size and grade to determine the weight of each kind, size and grade.

If two or more different kinds, grades or sizes of solid fuel are loaded on the same wagon, truck or other conveyance, each kind, grade and size of solid fuel shall be weighed and loaded separately, and shall be placed either in bags, separated by partitions, or in closed containers, which closed containers shall have legibly stamped upon their sides the actual net weight and the kind, grade and size of each type of solid fuel contained therein; such loading shall be in a manner sufficient that any time during the

selling or delivering of such solid fuel, each kind, grade and size of solid fuel may be weighed separately; and the said person selling or delivering said solid fuel shall provide the driver of the wagon, truck or other conveyance in which the same is transported, with a delivery ticket or tickets made out in conformity with the provisions of sections 4-276-360 to 4-276-400, stating the weight of each kind, grade or size of solid fuel so delivered.

(f) No person shall display, advertise or describe solid fuel in any false or misleading manner, or use any deceptive description of size or kind of solid fuel other than specified in section 4-276-370. The term "coarse" shall not be used to describe a size or grade and is hereby declared to be deceptive. Figures and percentages of different sizes shall be considered misleading when used to describe solid fuel.

No person shall deliver or attempt to deliver solid fuel containing more than 26 percent volatile matter, if such solid fuel has been advertised by the seller, ordered by the purchaser, or described by the public weighmaster's certificate as "Smokeless", "Low Volatile", "Pocahontas" or "New River".

(g) No solid fuel shall be stored for sale in the same building with fuel oil, gasoline or other flammable liquids unless separated therefrom by a fireproof wall.

It shall be unlawful for any person to deliver or attempt to deliver to a purchaser any kind, grade or size of solid fuel other than that advertised by the seller, ordered by the purchaser, or specified on the delivery ticket or weighmaster's certificate.

It shall be the duty of every person conducting or operating a coal yard within the fire limits of the city to store all soft coal away from the brickwork of boilers and furnaces. Whenever coal in storage shows indication of spontaneous ignition or gives off gases, it shall be the duty of the licensee, agent or person in charge or control of the premises to turn over and overhaul such coal pile and remove all portions of coal showing indication of ignition or coking. The floor or ground surface of all coal yards shall at all times be kept free from flammable waste material and accumulations of combustible waste materials.

15-4-257 Storage Of Solid Fuel Not For Retail.

(a) It shall be unlawful for any person to keep, pile or store on any lot, plot of ground, railroad siding, switch track or other place within the fire limits of the city, any solid fuel in quantities greater than 1,000 tons without first having obtained a hazardous materials license, as specified in section 4-115-010, to so do. Provided, however, that this requirement shall not apply to any person conducting or operating a coal yard licensed under this chapter.

(b) It shall be the duty of every person establishing and maintaining such lot, plot of ground, railroad siding, switch track or other place within the fire limits of the city to store all soft coal away from the brickwork of boilers and furnaces. Whenever solid fuel in storage shows indication of spontaneous ignition or gives off gases, it shall be the duty of the licensee, agent or person in charge or control of the premises to turn over or overhaul such solid fuel and remove all portions of the same showing indication of ignition or coking. Such work shall be done under the supervision of a representative of the division marshal in charge of the bureau of fire prevention. The floor or ground surface of the premises shall at all times be kept free from flammable waste material and accumulations of combustible waste materials. Gasoline, fuel oil or other flammable liquids shall not be placed or stored upon the licensed premises unless separated from such solid fuel by fireproof walls.

15-4-258 Fuel Oil Dealers.

(a) It shall be unlawful for any person to engage in the business of fuel oil dealer without first having obtained a hazardous materials license, as specified in section 4-115-010, to so do.

This section shall not be construed to include or apply to dealers in fuel oil who are licensed at the same place, location or premises under the provisions of this code licensing "filling stations", in such a way as to require an additional license fee from persons so licensed who pay an annual license fee that is equal to or greater than the annual license fee required of a fuel oil dealer hereunder who uses or proposes to use storage facilities in connection with his business.

(b) The director of the bureau of fire prevention shall investigate such application and the matters and things therein stated.

(c) All places of business of fuel oil dealers shall be kept in a clean condition, free from accumulations of rags, wastepaper and other combustible waste materials. Smoking shall be prohibited thereon. Adequate toilet facilities shall be provided. All such premises and all vehicles used in connection with the business of fuel oil dealers shall be conducted and operated in accordance with the provisions of this code in chapters 15-26 and 13-84 and shall be inspected by the division marshal in charge of the bureau of fire prevention or his duly authorized representative at least once every year.

It shall be unlawful for any fuel oil dealer to refill any fuel oil storage container or tank used in connection with an oil-burning heater, boiler or furnace, unless such storage container or tank is equipped with an automatic or return vent pipe, or unless the fill pipe of such storage container or tank is equipped with a screw or automatic cap. It shall be the duty of every such dealer after filling or refilling any fuel oil storage

container or tank to replace the screw cap on such fill pipe, or if equipped with an automatic cap, to see to it that said fill cap pipe is properly closed.

(d) It shall be unlawful for any fuel oil dealer to install any container or tank for the storage of any fuel oil without first obtaining written consents of the property owners in accordance with the provisions of section 13-44-090 of this code.

15-4-259 Fuel Oil Storers.

(a) It shall be unlawful for any person to keep on hand or store fuel oil for use in any business, other than the business of dealer in such oil, without first procuring a hazardous materials license, as specified in section 4-115-010, so to do for each location, place or premises where such person keeps on hand or stores for use any such oil. Provided, however, that no license shall be required of any person who keeps on hand or stores fuel oil in a quantity less than 2,150 gallons for use exclusively in the heating of any building.

(b) The director of the bureau of fire prevention, upon receipt of such application, shall investigate or cause to be investigated the place of business described in such application and the methods and equipment intended to be used by such applicant in the storage and handling of fuel oil.

(c) All containers or tanks used for the storage of fuel oil and all buildings and premises wherein fuel oil is stored shall be constructed and maintained in accordance with the provisions of the building and fire prevention chapters of this code.

All containers or tanks used for the storage of fuel oil, either above or below ground or within a building, and the premises used for the storage of such oil, shall be inspected by the division marshal in charge of fire prevention or his duly authorized representative at least once each year.

Rags, soiled waste and wastepaper shall be kept in metal containers pending removal from the premises.

No person shall smoke in that part of any premises where such oil is stored.

It shall be unlawful for any fuel oil storer to refill any fuel oil storage container or tank used in connection with an oil-burning heater, boiler or furnace, unless such storage container or tank is equipped with an automatic or return vent pipe, or unless the fill pipe of such storage container or tank is equipped with a screw or automatic cap. It shall be the duty of every such storer after filling or refilling any fuel oil storage container or tank to replace the screw cap on such fill pipe, or if equipped with an automatic cap, to see to it that said fill pipe cap is properly closed.

15-4-260 General Requirements.

Where a certificate of fitness is required in connection with licenses covered in sections 15-4-[220] *210 to* 15-4-240, and in connection with section 15-4-290, the licensee shall obtain the certificate of fitness. He shall file with the division marshal in charge of the bureau of fire prevention, in writing, the name of the person or persons in charge of the operation and shall certify that each person complies with the requirements outlined below and with any special requirements outlined in sections 15-4-[220] *210* to 15-4-240, inclusive, and section 15-4-290:

1. at least 21 years of age;

2. able to understand and speak the English language;

3. of temperate habits;

4. familiar with the provisions of the law and the regulations governing the use and handling of the material involved;

5. is familiar with the risks incident to the service performed by him and capable of taking all necessary precautions.

The licensee shall notify the division marshal in case of change of personnel among those designated to have direct charge of the operation and when new names are submitted for such persons, similar certificates shall be made by the licensee as to the above mentioned and special qualifications for such person or persons so substituted.

15-4-410 Application And Permit.

Before installing a permanent fixed liquefied petroleum gas tank greater than 2,000 gallons individual water capacity or when the aggregate water capacity exceeds 4,000 gallons, the owner, lessee or agent of the premises where the tank is to be installed shall file with the bureau of fire prevention a written application for permission to install said tank. The application shall set forth the location of the tank, the purpose for which the gas is to be used, the nature of occupancy, the dimensions, specifications and capacity of the tank and such other information as may be required. The application shall have affixed a statement, signed by the installer, stating that the tank, devices, equipment and safety clearances conform to the provisions of this code. Attached to the application shall be a plat, drawn to scale, showing the location of the tank, all adjoining streets, alleys, railroads, buildings, occupancies and premises within 300 feet of the tank.

For installation of systems utilizing containers 2,000 gallons water capacity or less or 4,000 gallons aggregate capacity or less, the following procedure should be followed. A supplier having a valid liquefied petroleum gas supplier's certification as hereinafter provided shall file within three days with the division marshal in charge of the bureau of fire prevention a certification that the system and its installation complies with the requirements of this code. The system can be filled and used upon the filing of such certification.

If the tank is designed in accordance with the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, Section VIII Unfired Pressure Vessels, the division marshal shall, upon receiving the application and plat, submit the application to the department of buildings for zoning approval, and for approval of the tank and all equipment subject to pressure.

Upon receipt of the approval of the department of buildings, if required, the director shall make, or cause to be made, an inspection of the site where said tank is to be installed to determine whether or not said location provides the safety clearance required by chapter [14-112] *15-26*.

Upon satisfactory evidence that the site, tank and equipment as described in the application, specifications and plat conform to the provisions of the chapter, the division marshal shall issue to said applicant a permit for the installation of the tank. Upon the completion of the installation and before any liquefied petroleum gas has been put into the tank or container, the applicant shall notify in writing the department of buildings and the bureau of fire prevention that the installation is ready for final external inspection. Upon receipt of the reports from the aforesaid department and the bureau that the installation has been approved, the director shall issue to the owner, lessee or agent or other person in charge of the property, a certificate stating that the installation conforms to the provisions of this code.

The department of buildings shall make an external inspection of each liquefied petroleum gas tank and equipment, which they originally approved, every year to determine their satisfactory condition for the purpose for which it is used.

All tanks, cylinders, containers, valves, piping, devices and equipment for such gas shall conform to the requirements given in the National Fire Protection Association's Pamphlet 58 entitled "Liquefied Petroleum Gases, 1972 Edition", unless specifically covered in chapter [4-112] *15-26* of this code.

15-4-420 Temporary Portable And Fixed Installations.

Temporary fixed or temporary portable liquefied petroleum gas systems, as hereinafter defined, may be installed and shall be used only in construction, repair and alterations operations as herein provided. A "temporary fixed liquefied petroleum gas system" shall be defined as a system using piping, tubing and devices which are installed and maintained in a fixed position during its period of use.

A temporary portable liquefied petroleum gas system shall be defined as a liquefied petroleum gas system using piping, tubing, and devices which may be moved from place to place on the premises during its period of use.

A temporary fixed liquefied petroleum gas system shall not be used, unless first inspected for compliance with the applicable requirements of chapter [4-112] *15-26* of this code by a supplier having a valid liquefied petroleum gas suppliers' certification as hereinafter provided. The supplier shall certify, within three days, to the division marshal in charge of the bureau of fire prevention that the temporary fixed system complies with the requirements of this code.

Every liquefied petroleum gas supplier shall make available on call repair crews to respond to any emergency involving liquefied petroleum gas or equipment supplied by them.

Every liquefied petroleum gas supplier shall notify, within three days, the division marshal in charge of the bureau of fire prevention that liquefied petroleum gas has been sold or delivered to any firm or site.

A liquefied petroleum gas supplier's certification shall be issued to any supplier who demonstrates to a board, hereinafter established, that he has knowledge of the applicable provisions of this code.

There is hereby established a board which shall pass upon the qualifications of applicants desiring to be certified as a liquefied petroleum gas supplier. The board shall consist of the division marshal in charge of the bureau of fire prevention, the chief fire prevention engineer of the bureau of fire prevention, and a person selected by said division marshal who is experienced in handling of liquefied petroleum gas and has the recommendation and approval of the National Liquefied Petroleum Gas Association.

Said board shall have the power to certify any liquefied petroleum gas supplier having a knowledge of the provisions of this code concerning liquefied petroleum gas. Said board shall have the power to revoke any certification of any supplier who violates the provisions of this code as well as for any other just cause.

15-4-520 Other Licenses Required.

For the licensing requirements covering the following occupancies, refer to the chapter indicated:

Public places of amusement, 4-156;

Drug, chemical or paint stores (wholesale), 4-152;

Dry cleaners and spotters, 4-100;

Filling stations, 4-108;

[Hardware stores and paint stores (retail), 4-120;]

Nursing homes, sheltered care homes, and homes for the aged, 4-96;

[Lumberyards and lumber storehouses, 4-124;]

[Drug, chemical, paint factories, foundries, machine shops, motion picture printers and developers, storage motion picture film, 4-128] *Manufacturing establishments, 4-224*;

Motor vehicle storage, repair, and sales, 4-232;

Day care centers, 4-72;

[Photographers, 4-248;]

Recycling facilities, 4-252;

Roofers [and manufacturers of roofing material], 4-256;

[Sawdust, shavings and excelsior dealers, 4-132;]

[Solid fuel, firewood and fuel oil dealers, 4-136;]

Warehouses, 4-364;

Solid and liquid waste handling and disposal; 11-4;

[Window cleaners, 4-272;]

Junk dealers, 4-126.

Article IV.

General Licensing Provisions.

Section 1. Section 4-4-150 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-4-150 Indebtedness To City.

(a) Whenever used in this section, the following words and phrases shall have the following meanings:

"Debt" means a specified sum of money owed to the city for which the period granted for payment has expired.

"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.

[(b) Every person applying for a license shall file an affidavit with the department of revenue or other appropriate city department, disclosing any debt owed by the applicant to the city and any outstanding parking violation complaints issued to any vehicle owned by the applicant.]

(*b*[c]) No license shall be issued to any person who is indebted to the city or has acquired any outstanding parking violation complaints, unless and until such person pays to the city all indebtedness then due from such person and either pays the fines for each parking violation or files an appearance with the Circuit Court of Cook County to contest the parking violation alleged in each complaint, or by authority of the city council discharges all such indebtedness in accordance with the terms and conditions fixed by the city council.

(c[d]) Notwithstanding the provisions of subsection (c) herein, the city may issue a license to a person who owes a debt to the city if the director of revenue determines that:

(1) the applicant has entered into an agreement with the department of revenue or other appropriate city department for the payment of all debts owed the city and such applicant is in compliance with the agreement; or

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

(3) the applicant has filed a petition in bankruptcy and the debts owed to the city are dischargeable in bankruptcy.

Section 2. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-5-010 Establishment Of License Fees.

This chapter shall establish fees for various licenses created by this title unless otherwise provided. The following fees shall apply for the specified licenses. The chapter in which each fee requirement is created is also provided. Unless otherwise stated, fees shall be assessed on an annual basis.

(1)	Limited business (4-4)	$125.00
(2)	Ambulance (4-68)	
	Class A for each mobile intensive care unit requiring a certificate of inspection	$600.00
	Class B for each basic life support ambulance requiring a certificate of inspection	$75.00
(3)	Ambulance attendant	
	Medical technician I	$75.00
	Medical technician II	$75.00

All applications for original ambulance operating licenses shall be accompanied by a nonrefundable application fee of $50.00 to cover the cost of issuing the license.

(4) Public places of amusement (4-156)

The fee for each Class 1 and Class 4 public place of amusement shall be graded according to the seating capacity together with any additional floor and field area in accordance with the following schedules:

Maximum Seating Capacity	Fee
100 T.C.C. only	$ 50.00
200 T.C.C. only	100.00
1 -- 350	400.00
351 -- 750	550.00
751 -- 1,000	800.00
1,001 -- 1,500	1,100.00
1,501 -- 1,750	1,500.00
1,751 -- 2,100	1,700.00
2,101 -- 2,300	1,900.00
2,301 -- 2,500	2,100.00
2,501 -- 3,000	2,400.00
3,001 -- 3,500	2,600.00
3,501 -- 4,000	2,800.00
more than 4,000	3,000.00

* T.C.C. as used in this section shall refer to not-for-profit theatrical community centers.

Maximum Additional Floor And Field Area	Additional Fee
1,500 square feet	$ 50.00
3,000 square feet	100.00
Each additional 3,000 square feet	100.00

Provided that the maximum additional fee shall not exceed $3,000.00.

For each Class 2 public place of amusement, $0.04 per square foot of floor and field area, exclusive of such parts thereof which fall in Class 1, Arcades shall pay a nonprorated license fee of $500.00.

For each Class 3 public place of amusement:

Per establishment	$300.00 plus
Per seat	$ 4.00 plus
Per square foot	$ 1.00

Up to a maximum of $5,000.00

In computing floor and field area of an amusement park or other outdoor public resort, the gross area of the land or enclosure used or intended to be used for such resort shall be taken, exclusive of the area of such parts thereof licensed as Class 1 places of amusement. In computing floor and field area of all other places of amusement, only the area of the tent, auditorium, hall, room or rooms used or intended to be used for the performance, show, exhibit or entertainment and the public assembly witnessing or participating in the amusement shall be taken, exclusive of aisle space between fixed seats.

Any circus or carnival must apply for a public place of amusement -- Class 1 license at least 60 days prior to the first day upon which such circus or carnival provides entertainment to the public.

(5) Auctioneer (4-160) $1,000.00

(6) Audio-video repair shop (4-164) $125.00

(7) Auto-amusement device operator $400.00

Per nongambling device $125.00

Per gambling device $200.00

(8) Bakery -- Retail (4-24)

Per establishment $50.00 plus

Per employee $4.00

(9) Bakery vehicle (4-24)

Per vehicle $25.00

Provided, however, that where both a wholesale and a retail bakery are operated on the same premises, and by the same person, only one license need be obtained, and such license shall require the payment of the highest license fee under either the wholesale or retail classification. In computing the license fee in such a case, all vehicles operated for the delivery of bakery products and all persons engaged in the manufacture of bakery products, whether at wholesale or retail, shall be counted.

(10) Itinerant vendors of bakery products at wholesale operating independently of any licensed bakery shall pay an annual license fee of $125.00 for each vehicle operated.

[(11) Bill poster and sign painter (4-176)

Per establishment $50.00 plus

Per employee $5.50

Up to a maximum of $650.00]

(*11*[2]) Broker (4-184) $80.00

(*12*[3]) Carter (4-188)

Per vehicle $50.00

(*13*[4]) Construction services (4-256) $70.00 plus

Per $30.00

(*14*[5]) Dancing school (4-192)

Per establishment $50.00 plus

Per instructor $17.00

Up to a maximum of $150.00]

(*15*[6]) Day care (4-72)

Class I and II

100 or fewer children $75.00

Over 100 children $125.00

(*16*[7]) Dispensary (4-76) $100.00

(*17*[8]) Drug/Chemical/Paint (4-152)

Per establishment $50.00

Per employee $15.00

Up to a maximum fee of $1,200.00

(*18*[9]) Dry cleaning business (4-100)

Per establishment $300.00

Dry cleaner, certificate of fitness $30.00

(*19*[20]) Dry cleaning, self-service coin-operated (4-100)

Each dry-cleaning machine for
1 to 10 machines $50.00

Each machine in excess
of 10 machines $40.00

[(23) Extermination by fumigation (4-104)

For the first employee $75.00 plus

For each additional employee $50.00]

(*20*[4]) Filling station (4-108)

Operation of self-service
filling station $100.00
Each portable wheel tank $50.00

Per gallon for containers or tanks having a total capacity of 100 gallons or less $0.15

Per gallon for containers or tanks with a capacity > 100 but not exceeding 400 gallons $0.19

Per gallon for containers or tanks with a capacity > 400 but not exceeding 5,325 gallons $0.14

Per gallon for containers or tanks with a capacity >5,325 but not exceeding 7,000 gallons $0.13

Per gallon for containers or tanks with a capacity > 7,000 but not exceeding 10,000 gallons $0.11

Per gallon for containers or tanks with a capacity >10,000 but not exceeding 15,000 gallons $0.09

Per gallon for containers or tanks with a capacity > 15,000 gallons $0.045

In determining the total capacity of containers or tanks under this section, any used exclusively for the storage of kerosene but not exceeding a total capacity of 100 gallons shall be excluded.

[(25) Flammable liquids storage (4-108)

Each portable wheel tank $50.00

Per gallon for containers and tanks having a total capacity of 100 gallons or less $0.15

Per gallon for containers or tanks with a capacity > 100 but not exceeding 400 gallons $0.19

Per gallon for containers or tanks with a capacity > 400 but not exceeding 5,325 gallons $0.14

Per gallon for containers or tanks with a capacity > 5,325 but not exceeding 7,000 gallons $0.13

Per gallon for containers or tanks with a capacity > 7,000 but not exceeding 10,000 gallons $0.11

Per gallon for containers or tanks with a capacity > 10,000 but not exceeding 15,000 gallons $0.09

Per gallon for containers or tanks with a capacity > 15,000 gallons $0.035]

[(28) Florist -- Retail (4-200)

Per location $180.00]

[(29) Florist -- Wholesale (4-200)

Per location $200.00]

[(30) Florist -- Wholesale itinerant

Per vehicle $200.00]

(*21* [31]) Food dispenser -- Mobile (4-8)

Per vehicle $100.00

Coffee cart vendor (4-8)

Per cart $300.00

(*22*[32]) Food dispenser on premises (4-8)

25 or fewer seating capacity $250.00

26 to 150 seats $300.00 plus

If more than 150 seats, per seat $2.00

Up to a maximum of $1,000.00

(*23*[33]) Food dispenser off premises (4-8) $1,013.00

(*24*[34]) Food dispenser special (4-8)

Per event $125.00

(*25*[35]) Food establishment wholesale (4-8)

Class I

Per establishment $100.00 plus

Per employee $3.00

Up to a maximum of $1,000.00

Class II

Per establishment $50.00 plus

Per employee $5.00

Up to a maximum of $1,000.00

(*26*[36]) Food establishment wholesale vehicle (4-8)

Per vehicle $100.00

(*27*[37]) Food itinerant vendor wholesale (4-8)

Packaged food $125.00

Protected food $125.00

Meat and poultry $150.00

(*28*[38]) Food itinerant vendor wholesale vehicle

Packaged per vehicle $100.00

Protected per vehicle $100.00

Meat and poultry per vehicle $100.00

(*29* [39]) Food purveyor retail -- Mobile (4-8)

Class I

For 5 or fewer employees $100.00 plus

Each additional employee $11.00

Class II

For 5 or fewer employees $125.00 plus

Each additional employee $11.00

(*30*[40]) Food purveyor and milk (4-8)

Class I

For 5 or fewer employees $150.00 plus

Each additional employee $11.00

Class II

For 5 or fewer employees $150.00 plus

Each additional employee $11.00

(*31*[41]) Food-vending machine automatic (4-8) $400.00 plus

Per vending machine (other than a machine that dispenses chewing gum only) per establishment $14.00

Per vending machine that dispenses chewing gum only per establishment $3.00

[(42) Foundry (4-224)

Per establishment $75.00 plus

Per employee $4.50

Up to a maximum of $500.00]

(*32*[43]) Frozen dessert plants (4-36) are hereby divided into classes and the annual license fee for each class is as follows:

Frozen dessert plant -- freezer capacity $25.00

Per gallon freezer capacity for each gallon freezer capacity in excess of 10 gallons $1.00

For the purpose of calculating this license fee, the freezer capacity of a continuous-type frozen dessert freezer shall be one-fifth of its rated gallon capacity per hour.

Frozen dessert plant -- outside city $300.00

Frozen dessert plant -- distributor $300.00

Frozen dessert plant -- non-freezer $300.00

(*33* [44]) Frozen dessert vehicle (4-36)

For each vehicle owned by, controlled by, or operated under contract by a person required to obtain a frozen dessert establishment license, when such vehicle is used for the sale or delivery of frozen desserts or mix within the city, the fee shall be as follows: $60.00 per ton, with a maximum fee of $500.00.

No license issued hereunder shall entitle the licensee to engage in the business of manufacturing or distributing mix or frozen desserts in any place or places other than that described and set out in such license, and a separate license shall be applied for and a separate fee shall be paid for each and every place at which such business is engaged in. Provided, however, that if any licensee shall desire to engage in the business of manufacturing or distributing mix or frozen desserts at more than one place and operate or employ the same vehicles at each place of business, such licensee shall not be required to pay more than one inspection fee to the city for each such vehicle.

[(45) Fuel oil dealer (4-136) who sells and stores fuel oil

Per gallon $0.006

For each vehicle $30.00

The annual license fee for a fuel oil dealer who sells, but does not store or possess facilities for storing fuel oil within the city, provided that not more than one vehicle is used in the business $120.00.

For each additional vehicle, if any, used by the licensee in connection with said business $30.00]

[(46) Fuel oil storer (4-136)

Per gallon $0.006]

(*34* [47]) [Fume hazard gases -- liquid storage (4-112) $1,350.00]

Fume hazard gases, certificate of fitness $30.00

(*35* [48]) Funeral director (4-80)

Per year $100.00

Reinstatement fee $100.00

(*36* [49]) Funeral director assistant

Per assistant $25.00

Renewal $25.00

Reinstatement fee $100.00

(*37* [50]) Garage -- Public (4-276)

Enclosed

For 25 or fewer vehicle capacity $108.00

Each additional vehicle $4.00

Not enclosed

Per vehicle $15.00

Entertainment

Per vehicle with capacity of each calculated as gross area of 200 square feet $14.00

(*38* [51]) Grain elevator (4-276)

Capacity of not more than 1,000,000 bushels $300.00

Capacity of over 1,000,000 bushels $600.00

[(52) Hardware/Paint -- Retail (4-120)

Per establishment $50.00 plus

Per employee $8.00

Up to a maximum of $250.00]

(39) *Hazardous Materials (4-115) $250.00*

(*40* [53]) Home for the aged (4-96)
50 or fewer beds $900.00 plus
Each additional bed $10.00

(*41* [54]) Home -- Residential care (halfway) (4-96)
50 or fewer beds $900.00 plus
Each additional bed $10.00

(*42* [55]) Home -- Sheltered care (4-96)
50 or fewer beds $900.00 plus
Each additional bed $10.00

(*43* [56]) Home repair (4-204) $75.00

(*44* [57]) Hospital (4-84)
Per hospital $300.00 plus
Per bed $5.50

(*45* [58]) Hotel (4-208)
Per establishment $75.00 plus
Per unit $1.00

Single-room occupancy (4-209)
Class I $100.00
Class II $200.00

(*46* [59]) Itinerant merchant (4-212)

Per participating merchant for two weeks of show or exhibition or fraction thereof, payable at the time of application $25.00

(*47* [60]) Junk dealers (4-216) $550.00

(*48* [61]) Junk vehicle

Per vehicle $40.00

(*49* [62]) Junk peddler

Per peddler $40.00

(*50* [63]) Laboratory (4-88)

Within city

Per employee $25.00

Outside city

Per employee $35.00

Within other business exempt

(*51* [64]) Laundry, hand (4-220)

Per establishment $75.00 plus

Per employee $10.00

Laundry attendant, certificate of fitness $30.00

(*52* [65]) Laundry, self-service coin-operated (4-220)

For each establishment having 15 or fewer machines $405.00

Per machine in excess of 15 machines $14.00

(*53* [66]) Laundry vehicle (4-220)

Per vehicle $25.00

Provided, however, that any person operating a licensed laundry that uses any vehicle in connection with such laundry establishment, in case the vehicle tax for the current year has been paid thereon, shall be entitled to receive a laundry vehicle license for each such laundry vehicle for the sum of $5.00; provided, further, that the number of laundry vehicle licenses issued at such rate of $5.00 to any person shall not be in excess of the number of vehicle tax licenses procured by such person.

No license shall be issued for a laundry vehicle except for the full license fee as herein provided.

(*54* [67]) Liquor -- Retail (4-60)

Fees for the whole or any portion of the license period for which the application is made shall be as set forth below:

Tavern: per six month period $1,000.00

Special $150.00

Music and dancing: per six month period $250.00

Package goods: per six month period $1,000.00

Consumption on premises -- incidental activity: per six month period $1,000.00

Club: per six month period $250.00

Beer garden: per six month period $600.00

Late hour: per six month period $1,000.00

[(68) Livery stable (4-316) $125.00]

[(69) Lumberyard (4-124)

Each establishment $400.00

Per employee $3.00]

[(70) Lumber storehouse

Per establishment $150.00]

[(71) Machine shop (4-224)

Per establishment $50.00 plus

Per employee $17.00

Up to a maximum of $1,000.00]

(55) Manufacturing establishment (4-224) $125

(*56* [72]) Massage establishment (4-92) $250.00

(*57* [73]) Massage therapist (4-92) $100.00

(*58* [74]) Milk plant (4-44)

Annual truck permit fee

Per vehicle $50.00

(*59* [75]) Milk distributor itinerant vendor (4-44)

Milk capacity of vehicle fee as follows:

$30.00 per ton, with a maximum fee of $500.00

Every person selling, offering for sale, exposing for sale, exchange or delivery, or disposing of milk or milk products which are not intended to be consumed on the premises, in and from any milk plant such as a milk depot, store, stand, booth, vending machine, market place or any building or enclosure or establishment of a similar character, shall pay an annual license fee of $25.00.

(*60* [76]) Milk plant or receiving station (4-44) $425.00

License transfer fee $25.00

(*61* [77]) Milk or milk product distributor (4-44) $125.00

License transfer fee $25.00

(*62* [78]) Motion picture (4-128)

Projecting machine operator

Examination fee $100.00

License fee and renewal fee $50.00

[Printing and developing films $350.00

Pictures title $125.00

Storing films

Up to and including 500 cubic feet

Per cubic foot $0.12

In excess of 500 cubic feet

Per cubic foot $0.09

In cases of persons having no separate film storage vault but having films on the premises for inspection, rental, sale or distribution, the fee shall be $75.00; provided, that in no case shall the annual license fee be less than $75.00. Provided, however, that no fee imposed by this section shall be charged to persons holding licenses under the provisions of this code licensing the business of printing and developing motion picture films and titles, when such licensees store only their own films.]

(*63* [79]) Motion vehicle repair shop (4-228)

Other than engine or body repair

Per establishment $100.00

Engine repair only

Per establishment $250.00

Engine and body repair

Per establishment $450.00

(*64* [80]) Nursing home (4-96)

For up to and including 50 beds $900.00

For each bed over 50 beds $10.00

(*65* [81]) Pawnshop (4-240)

Per year $2,400.00

(*66* [82]) Peddler (4-244)

Food (fruits and vegetables only) $75.00

Nonfood $75.00

Provided, however, that the fee shall be $40.00 if the licensee is: 65 or more years of age at the time of application; or a veteran of the armed forces of the United States, whose discharge from military or naval service was other than dishonorable; or a person with a physical or mental disability, as certified by a medical doctor.

[(83) Photographer (4-248)

For not more than two employees engaged in such business $150.00]

[(84) Photographer, itinerant (4-248)

For not more than two persons engaged in such business $150.00]

(*67* [85]) Poultry, live (4-9)

Per establishment $70.00 plus

Per employee $10.00

[(86) (Repealed, Coun. J. 4-13-94, p. 49201.)]

(*68* [87]) Raffles (4-156) $100.00

(*69* [88]) Recycler (4-252)

Class I $50.00

Class II $75.00

Class III $100.00

[(89) Roofing or paving materials factory (4-256)

For not over 25 persons, exclusive of salesmen actually engaged in selling $70.00

For each additional person $2.50]

[(90) Sawdust, shavings and excelsior dealer (4-132) $250.00]

(*70* [91]) Scavenger -- Private (4-260)

Per vehicle $200.00

[(92) Scavenger -- Offal (4-260)

Per vehicle $200.00]

[(93) Scavenger -- Night soil (4-260)

Per vehicle $200.00]

(*71*[94]) Secondhand dealer (4-264) $200.00

(*72*[95]) Shooting gallery and gun club (4-148) $150.00

(*73*[96]) Sidewalk cafe (4-48) $205.00 plus

Per seat $2.25

Up to a maximum $1,500.00

(*74*[97]) Slaughtering (4-52)

Per tank $250.00

No slaughtering license shall be issued under this chapter, unless otherwise specifically authorized, except upon payment of the full annual license fee; provided, however, that plants which are subject to inspection by a city agency under the terms of the Federal-State Cooperative Meat Inspection Program shall not be required to pay a license fee in excess of $100.00.

[(98) Soap manufacturer (4-224)

Per establishment $50.00 plus

Per pound $0.10]

[(99) Solid fuel, coal yard owner (4-136)

For each separate place of business operated or conducted by him, shall be based upon the total tonnage of solid fuel sold, delivered, or sold and delivered within the fire limits of the city by such coal yard owner during the preceding calendar year, as follows:

Less than 10,000 tons $140.00

10,000 tons to 25,000 tons $195.00

25,001 tons to 50,000 tons $380.00

50,001 to 75,000 tons $490.00

Over 75,000 tons $710.00

And in addition:

For each vehicle, if any, owned, hired or rented by the licensee and used for the delivery of such solid fuel $20.00

For each coal yard owner for each new separate place of business for the first year $120.00]

[(100) Solid fuel dealer (4-136)

Within the fire limits of the city, for each separate place of business operated or conducted by the licensee within the city, provided that not more than one vehicle is used in connection with the business $75.00.

For each additional vehicle, if any, used by the licensee in connection with said business $30.00]

(101) Storage of solid waste (4-136) $600.00

(*75* [102]) State Street Mall vendor (4-56)

Annual licenses shall expire on the 15th day of February following the date of issue. Annual licenses shall be issued for those products which the commissioner determines to be in general demand and supply throughout the year. The fee for an annual license shall be $600.00.

Seasonal licenses shall expire on the earliest of the 15th day of February, the 15th day of May, the 15th day of August, or the 15th day of November following the date of issue. Seasonal licenses shall be issued in demand or in supply on a seasonal basis only. The fee shall be $150.00.

(*76* [103]) Street performer (4-268) $50.00

[(104) Tanneries and wool-pulling (4-140)

Per employee $8.00

Up to a maximum of $1,500.00]

(*77* [104a]) Tire facility

Class I (100 to 1,000 tires) $150.00

Class II (1,001 to 5,000 tires) $175.00

Class III (more than 5,000 tires) $225.00

(*78* [105]) Tobacco dealer, wholesale (4-64)

Per employee $175.00

(*79* [106]) Tobacco dealer, retail

Tobacco product sampler (4-64)

Per establishment $150.00 plus

Per cash register $150.00

Tobacco, retail

Per cigarette vending machine $150.00

(*80* [107]) Cigarette vending machine operator (4-64) $500.00

(*81* [108]) Deadly weapon (4-144) $400.00

(*82* [109]) Gunsmith (4-144) $75.00

(*83* [110]) Air rifle and toy weapon (4-144) $250.00

(*84* [111]) Weighmaster (4-368)

Public $50.00

Deputy $30.00

(*85* [112]) Valet parking (4-236) $125.00

[(113) Window cleaner (4-272)

Per establishment $30.00 plus

Per employee $10.50]

Omnibus license (4-4)

The fee for all licenses designated as omnibus shall consist of the sum of the fees applicable to each individual license that a licensee would have been required to obtain in the absence of an omnibus license. The types of omnibus licenses are:

(*86* [114]) Filling station omnibus (4-108)

[(115) Florist omnibus (4-200)]

(*87* [116]) Food purveyor omnibus (4-8)

(*88* [117]) General omnibus (4-4)

[(118) Hardware/Paint omnibus (4-120)]

(*89* [119]) Hospital omnibus (4-84)

(*90* [120]) Hotel omnibus (4-208)

Article V.

Effective Date.

SECTION 1. This ordinance shall be in full force and effect from and after July 1, 1996.

GRATITUDE EXTENDED TO MILLER BREWING COMPANY, ILLINOIS RESTAURANT ASSOCIATION AND CHICAGO TRANSIT AUTHORITY FOR NEW YEAR'S EVE ALTERNATE TRANSIT PROGRAM.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration a resolution introduced by Alderman Eugene C. Schulter (which was referred on January 10, 1996) honoring Miller Brewing Company, the Illinois Restaurant Association and the C.T.A. for sponsoring community outreach and responsible consumption programs, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, Chicago was made a safer place this past New Year's Eve thanks to the alternate transit program sponsored by the Miller Brewing Company, working in cooperation with the Chicago Transit Authority and the Illinois Restaurant Association to provide penny rides on all C.T.A. bus and "L" routes from 10:00 P.M. to 4:00 A.M.; and

WHEREAS, In an outstanding commitment to public safety and welfare, the Miller Brewing Company, Chicago Transit Authority and Illinois Restaurant Association worked in cooperation with Miller distributors, area restaurants and taverns, and media throughout Chicagoland to provide

information to the general public about this important community service; and

WHEREAS, Having been involved in numerous New Year's Eve alternate transportation programs throughout the United States, including two cities in Wisconsin, the Miller Brewing Company is to be especially congratulated for its overall community outreach and responsible consumption programs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our gratitude and our congratulations to the Miller Brewing Company, and to the Illinois Restaurant Association and Chicago Transit Authority as well, for sponsoring penny rides on all C.T.A. bus and "L" routes on New Year's Eve, thus contributing mightily to the public safety and welfare; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Miller Brewing Company, the Illinois Restaurant Association and the Chicago Transit Authority.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING OF TRUCKS ON RESIDENTIAL STREETS WITHIN SIXTEENTH WARD.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 2, 1995) a proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago with regards to truck parking, begs

leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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. Title 9, Section 64, Chapter 170 (a) of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

9-64-170 Large Vehicles -- Parking Restricted.

(a) It shall be unlawful to park any truck, tractor, semitrailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided, however that in the 9th, 12th, 13th, 14th, 15th, *16th*, 18th, 19th, 22nd, 23rd, 26th, 29th, 32nd, 37th, 40th, 42nd, 43rd, 46th and 50th wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations,

when such vehicle is parked at the curb adjacent to the owner's place of residence and the vehicle bears a valid and current city vehicle tax sticker and a special parking permit issued in accordance with this subsection. In the 46th ward this prohibition also shall not apply to the owner of a taxicab who has no outstanding parking violations, when such vehicle is not in service, when the vehicle is parked at the curb adjacent to the owner's place of residence and when the vehicle bears a valid and current city vehicle tax sticker and a special permit issued in accordance with this subsection. The owner shall apply for a permit for such parking from the alderman of the ward in which he or she resides. The parking administrator shall issue a permit upon receipt of a completed application, payment of a $30.00 annual fee, and upon passage and publication of a city council order authorizing the issuance of the permit. A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the city vehicle tax sticker.

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

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 14, July 13, September 13, October 2, November 1, 8, 15 and December 13, 1995) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location, Distance And Time
1	North Milwaukee Avenue (west side) from a point 20 feet north of West North Avenue, to a point 35 feet north thereof -- 5:00 P.M. to 12:00 Midnight (95-1355);

Ward	Location, Distance And Time
3	East 48th Street (north side) from a point 70 feet east of South Dr. Martin Luther King, Jr. Drive, to a point 50 feet east thereof -- handicapped loading zone -- at all times (95-1777);
24	South Albany Avenue (east side) from a point 45 feet north of West Cermak Road, to a point 25 feet north thereof -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-1737);
27	North Sangamon Street (west side) from a point 92 feet south of West Randolph Street, to a point 35 feet south thereof -- loading zone/tow-away zone (95-1244);
27	West North Avenue (south side) from a point 19 feet east of North Orleans Street, to a point 25 feet east thereof -- loading zone/tow-away zone -- 11:00 A.M. to 11:00 P.M. (95-1249);
27	West Kinzie Street (north side) from a point 35 feet west of North Union Avenue, to a point 329 feet west thereof -- loading zone/tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1411);
27	North Halsted Street (west side) from a point 109 feet south of West Weed Street, to a point 56 feet south thereof -- loading zone/tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1239);

Ward	Location, Distance And Time
27	West Lake Street (south side) from a point 77 feet west of North Morgan Street, to a point 48 feet west thereof -- loading zone/tow-away zone -- 6:00 A.M. to 2:00 P.M. -- Monday through Friday (95-1240);
27	North Wells Street (east side) from a point 120 feet south of West Division Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 11:00 A.M. to 6:00 P.M. -- Tuesday to Saturday (96-0046);
27	South Ashland Avenue (west side) from a point 35 feet north of West Jackson Boulevard, to a point 60 feet north thereof -- loading zone/tow-away zone -- 6:00 A.M. to 3:30 P.M. -- Monday through Saturday (95-1241);
27	North Sangamon Street (east side) from a point 87 feet south of West Randolph Street, to a point 55 feet south thereof -- loading zone/tow-away zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (95-1245);
27	West Randolph Street (south side) from a point 122 feet east of North Halsted Street, to a point 20 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday (95-1243);
27	West Fulton Market (south side) from a point 108 feet east of North Union Avenue, to a point 60 feet east thereof -- loading zone/tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1247);

Ward	Location, Distance And Time
30	North Milwaukee Avenue (west side) from a point 45 feet south of North Keystone Avenue, to a point 25 feet south thereof -- handicapped loading zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1647);
30	West Diversey Avenue (north side) from a point 50 feet west of North Laramie Avenue, to a point 35 feet west thereof -- 10:00 A.M. to 10:00 P.M. (95-1643);
30	North Laramie Avenue (west side) from a point 88 feet north of West Wolfram Street, to a point 25 feet north thereof -- 9:00 A.M. to 9:00 P.M. (95-1644);
32	North Wolcott Avenue (east side) from a point 20 feet north of West North Avenue, to a point 50 feet north thereof -- 10:00 A.M. to 1:00 A.M. (95-1760);
32	West Belmont Avenue (south side) from a point 227 feet west of North Racine Avenue, to a point 25 feet west thereof -- 4:00 P.M. to 12:00 Midnight (95-1811);
33	North Troy Street (west side) from a point 20 feet north of North Irene Avenue, to a point 25 feet north thereof -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday (95-1659);
36	West Belmont Avenue (south side) from a point 147 feet west of North Meade Avenue, to a point 25 feet west thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (95-1672);

Ward	Location, Distance And Time
38	West Montrose Avenue (north side) from a point 50 feet west of North Marmora Avenue, to a point 25 feet west thereof -- 9:00 A. M. to 9:00 P.M. -- Monday through Saturday (95-1681);
40	West Foster Avenue (north side) from a point 65 feet east of North Honore Street, to a point 25 feet east thereof -- 2:00 A.M. to 6:00 A.M. (95-1684);
42	North Wells Street (east side) from a point 98 feet south of West Evergreen Avenue, to a point 16 feet south thereof -- loading zone/tow -away zone (95-0884);
42	South Plymouth Court (east side) from a point 247 feet south of West Harrison Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (95-0888);
42	North Wabash Avenue (east side) from a point 85 feet north of East Madison Street, to a point 35 feet north thereof -- loading zone/tow-away zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (96-0079);
42	East Wacker Drive (upper) (south side) from a point 240 feet east of North Columbus Drive (upper) to a point 25 feet east thereof -- loading zone/tow-away zone (95-1769);

Ward	Location, Distance And Time
43	West Armitage Avenue (south side) from a point 90 feet east of North Sheffield Avenue, to a point 25 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 1:00 A.M. (95-1693);
44	North Sheffield Avenue (east side) from a point 20 feet south of West Wellington Avenue, to a point 45 feet south thereof -- loading zone/tow-away zone -- 7:00 A.M. to 10:00 P.M. (95-1702);
44	West Wellington Avenue (south side) from a point 105 feet west of North Mildred Avenue, to a point 15 feet west thereof -- handicapped loading zone (public benefit) (95-1704);
44	North Clark Street (west side) from a point 35 feet north of West Oakdale Avenue, to a point 25 feet north thereof -- loading zone/tow-away zone -- 8:30 A.M. to 6:00 P.M. (95-1699);
44	West Wolfram Street (south side) from a point 65 feet east of North Sheffield Avenue, to a point 35 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 8:00 P.M. -- Monday through Friday (95-1700);
47	West Montrose Avenue, from a point 80 feet east of North Ashland Avenue, to a point 25 feet east thereof -- 12:00 Noon to 12:00 Midnight (95-1707);

Ward	Location, Distance And Time
50	West Peterson Avenue (north side) from a point 20 feet west of North Artesian Avenue, to a point 25 feet west thereof -- 8:00 A.M. to 4:00 P.M. (95-1714);
50	North Ridge Avenue (east side) from a point 100 feet north of West Thome Avenue, to a point 50 feet north thereof -- 1:00 A.M. to 6:00 A.M. (95-1713).

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

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed April 15, 1995 (Council Journal of Proceedings, page 67584) which reads:

"West 18th Street (south side) from a point 207 feet west of South Laflin Street, to a point 19 feet west thereof -- loading zone -- 7:00 A.M. to 7:00 P.M."

by striking:

"207 feet west" and "to a point 19 feet west"

and inserting:

"201 feet west" and "to a point 25 feet west thereof -- 7:00 A.M. to 7:00 P.M." (25th Ward) (95-1030).

SECTION 2. Repeal ordinance passed December 28, 1983 (Council Journal of Proceedings, page 4429) which reads:

"North Milwaukee Avenue (west side) from a point 35 feet south of North Keystone Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 10:00 P.M. -- Monday through Saturday" (30th Ward) (95-1647).

SECTION 3. Amend ordinance passed December 15, 1993 (Council Journal of Proceedings, page 43948) which reads:

"West Wellington Avenue (south side) from a point 20 feet east of North Sheffield Avenue, to a point 110 feet east thereof -- 7:00 A.M. to 9:00 P.M. -- Monday through Saturday"

by striking:

"7:00 A.M. to 9:00 P.M. -- Monday through Saturday"

and inserting:

"fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 10:00 P.M." (44th Ward) (95-1703).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

RESTRICTION AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 2, November 1 and 8, 1995) proposed ordinances to restrict and amend vehicular traffic movement on portions of sundry streets, begs leave

to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Restriction Of Vehicular Traffic Movement To Single Direction.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways, between the limits indicated:

Ward	Location And Direction
12	First east/west alley north of West 26th Street, from South Albany Avenue to South Sacramento Avenue -- easterly (95-1586);
18	South Kedvale Avenue, from West 86th Street to West 87th Street -- southerly (95-1610);
18	First east/west alley south of West 79th Street, between South Campbell Avenue and South Maplewood Avenue -- westerly (95-1735);
18	First north/south alley east of South Damen Avenue, from the first east/west alley south of West 83rd Street to West 84th Street -- southerly (95-1372);
27	First north/south alley east of North Elizabeth Street, between West Grand Avenue and West Hubbard Street -- northerly (95-1410);
30	First east/west alley north of West Diversey Avenue, between North Luna Avenue and North Central Avenue -- westerly (95-1426).

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

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Repeal ordinance passed April 15, 1995 (Council Journal of Proceedings, page 67591) which reads:

"First north/south alley east of South Damen Avenue, from West 83rd Street to West 84th Street -- northerly" (18th Ward).

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

ESTABLISHMENT OF PARKING METER AREAS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 13, 1995) proposed ordinances to establish parking meter areas on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location
16	West Kinzie Street (both sides) between North Desplaines Street and North Jefferson Street -- two-hour limit -- twenty-five cents for each thirty minute period -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday -- unless otherwise posted;
27	North Franklin Street (both sides) between West Locust Street and West Walton Street -- four-hour limit -- thirty minutes per twenty-five cents -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

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

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 8, July 13, September 13, October 2, November 1, 8, 15 and December 13, 1995) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way in the area indicated:

Ward	Location
18	West 83rd Place (north side) from South Francisco Avenue to the first alley north thereof (95-1609).

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed May 8, 1963 (Council Journal of Proceedings, page 214) which reads:

"West Lexington Street (north side) from South Cicero Avenue to a point 600 feet west of South Lockwood Avenue"

by striking:

"to a point 600 feet west of South Lockwood Avenue"

and inserting:

"South Laramie Avenue, from South Lockwood Avenue to a point 600 feet west thereof -- at all times" (29th Ward) (95-1422).

SECTION 2. Amend ordinance passed October 28, 1949 (Council Journal of Proceedings, page 214) which reads:

"6320 North Sacramento Avenue -- at all times"

by striking the above and inserting:

"North Sacramento Avenue (west side) from West Rosemont Avenue to West Devon Avenue -- 8:00 A.M. to 8:00 P.M." (50th Ward) (95-1711).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking At All Times.
(Except For Handicapped)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
6	At 9622 South Calumet Avenue -- Handicapped Parking Permit 12084;
8	At 8748 South Merrill Avenue -- Handicapped Parking Permit 12087;
8	At 8008 South Ellis Avenue -- Handicapped Parking Permit 12085;
8	At 7952 South Luella Avenue -- Handicapped Parking Permit 12086;

Ward	Location
8	At 1512 East 84th Place -- Handicapped Parking Permit 12088;
8	At 7637 South Ridgeland Avenue -- Handicapped Parking Permit 12089;
10	At 13304 South Brandon Avenue -- Handicapped Parking Permit 12091;
10	At 10707 South Avenue J -- Handicapped Parking Permit 12092;
10	At 10539 South Avenue M -- Handicapped Parking Permit 12094;
11	At 3808 South Emerald Avenue -- Handicapped Parking Permit 12267;
11	At 2923 South Throop Street -- Handicapped Parking Permit 12102;
11	At 3127 South Emerald Avenue -- Handicapped Parking Permit 12095;
11	At 3224 South Emerald Avenue -- Handicapped Parking Permit 11778;
15	At 7002 South Hermitage Avenue -- Handicapped Parking Permit 12112;

Ward	Location
23	At 3848 West 57th Place -- Handicapped Parking Permit 12144;
23	At 3620 West 57th Place -- Handicapped Parking Permit 12139;
27	At 925 West Jackson Boulevard -- Handicapped Parking Permit 12156;
27	At 1046 North Drake Avenue -- Handicapped Parking Permit 12159;
27	At 2414 West Ohio Street -- Handicapped Parking Permit 12160;
27	At 652 North Monticello Avenue -- Handicapped Parking Permit 12161;
28	At 3542 West Congress Parkway -- Handicapped Parking Permit 12162;
28	At 536 North Hamlin Avenue -- Handicapped Parking Permit 12165;
28	At 4317 West Monroe Street -- Handicapped Parking Permit 12166;
28	At 3507 West Walnut Street -- Handicapped Parking Permit 12167;

Ward	Location
29	At 5819 West Huron Street -- Handicapped Parking Permit 12171;
30	At 3334 North Harding Avenue -- Handicapped Parking Permit 12173;
30	At 2947 North Springfield Avenue -- Handicapped Parking Permit 12177;
30	At 4124 North Springfield Avenue -- Handicapped Parking Permit 12563;
30	At 3113 North Kilbourn Avenue -- Handicapped Parking Permit 12573;
30	At 3627 North Keeler Avenue -- Handicapped Parking Permit 12178;
31	At 4609 West Shakespeare Avenue -- Handicapped Parking Permit 12179;
31	At 2108 North Lavergne Avenue -- Handicapped Parking Permit 12180;
32	At 5407 West Dakin Street -- Handicapped Parking Permit 12353;
32	At 2311 North Oakley Avenue -- Handicapped Parking Permit 12181;
34	At 11717 South Loomis Street -- Handicapped Parking Permit 12184;

Ward	Location
34	At 11204 South Emerald Avenue -- Handicapped Parking Permit 12182;
34	At 11731 South Yale Avenue -- Handicapped Parking Permit 12185;
34	At 11520 South Yale Avenue -- Handicapped Parking Permit 12186;
35	At 2600 North Kedzie Avenue -- Handicapped Parking Permit 12188;
35	At 3025 North Central Park Avenue -- Handicapped Parking Permit 12358;
43	At 2628 North Wilton Avenue -- Handicapped Parking Permit 12389;
50	At 6434 North Sacramento Avenue -- handicapped permit parking.

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

Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)

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

SECTION 1. Amend ordinance by striking:

"5841 South Emerald Avenue -- Handicapped Parking Permit 7289" (3rd Ward).

SECTION 2. Amend ordinance by striking:

"7548 South Dr. Martin Luther King, Jr. Drive -- Handicapped Parking Permit 8653" (6th Ward).

SECTION 3. Amend ordinance by striking:

"9947 South Exchange Avenue -- Handicapped Parking Permit 4126" (10thWard).

SECTION 4. Amend ordinance by striking:

"4525 South Wallace Street -- Handicapped Parking Permit 4003" (11thWard).

SECTION 5. Amend ordinance by striking:

"2618 South Farrell Street -- Handicapped Parking Permit 4581" (11thWard).

SECTION 6. Amend ordinance by striking:

"4327 South Campbell Avenue -- Handicapped Parking Permit 555" (12thWard).

SECTION 7. Amend ordinance by striking:

"4233 West 55th Street -- Handicapped Parking Permit 6621" (13thWard).

SECTION 8. Amend ordinance by striking:

"6510 South Keeler Avenue -- Handicapped Parking Permit 6586" (13thWard).

SECTION 9. Amend ordinance by striking:

"6943 South Karlov Avenue -- Handicapped Parking Permit 11414" (13thWard).

SECTION 10. Amend ordinance by striking:

"6214 South Parkside Avenue -- Handicapped Parking Permit 9231" (13thWard).

SECTION 11. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location And Time
23	West 49th Street (south side) from South Cicero Avenue to the first east/west alley east of South Cicero Avenue -- 5:00 A.M. to 6:00 P.M. -- Monday through Friday (95-1399);
29	West Lexington Street (north side) from South Laramie Avenue to South Lockwood Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1422).

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

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location, Distance And Time
19	South Western Avenue (both sides) from West 99th Street to West 100th Street -- one hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1227);
19	South Western Avenue (east side) from a point 20 feet north of West 98th Street, to a point 115 feet north thereof -- two hours -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-1228);
30	North Laramie Avenue (east side) from a point 20 feet north of West Wolfram Street, to a point 96 feet north thereof and North Laramie Avenue (west side) from a point 20 feet north of West Wolfram Street, to a point 68 feet north thereof -- one hour -- 9:00 A.M. to 9:00 P.M. (95-1645);
40	West Bryn Mawr Avenue (east side) from a point 20 feet west of North Western Avenue, to a point 85 feet west thereof -- one hour -- 9:00 A.M. to 6:00 P.M. -- no exceptions (95-1812).

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

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential parking zones, for the following locations:

Ward	Location
26	West Shakespeare Avenue (both sides) from North Campbell Avenue to North Maplewood Avenue -- 6:00 P.M. to 6:00 A.M. -- everyday (Zone 162);
26	North Artesian Avenue (both sides) from West Schubert Avenue to West Diversey Avenue -- at all times (Zone 346);
26	North Campbell Avenue (east side) from West Diversey Avenue to West Schubert Avenue (west side) from West Diversey Avenue to a point 425 feet south thereof -- at all times (Zone 346);
26	North Monticello Avenue, from the first alley north of West North Avenue to West Wabansia Avenue -- at all times (Zone 155);
30	West Melrose Street (both sides) from North Laramie Avenue to North Lockwood Avenue -- at all times (Zone 47);
32	West Haddon Avenue (south side) from North Oakley Avenue to North Western Avenue -- at all times (Zone 168);

Ward	Location
32	North Oakley Avenue (west side) from West Thomas Street to West Haddon Avenue -- at all times (Zone 168);
36	North Mobile Avenue (both sides) from West Bloomingdale Avenue to West Cortland Street -- at all times (Zone 26);
36	West Wabansia Avenue (both sides) from North Austin Avenue to North Meade Avenue -- at all times (Zone 26);
36	North Mulligan Avenue (west side) from West George Street to West Wellington Avenue -- at all times (Zone 255);
38	West Eddy Street (both sides) from North Long Avenue to North Linder Avenue -- at all times (Zone 10);
38	North Lavergne Avenue (east side) from West School Street to West Henderson Street -- at all times (Zone 47);
43	900 block of West Wisconsin Street (both sides) 6:00 P.M. to 12:00 Midnight -- everyday -- the Department of Revenue is hereby authorized to sell one-day and annual residential stickers to all residents of the 900 block of West Wisconsin Street (both sides);
44	600 and 700 blocks of West Roscoe Street -- 5:00 P.M. to 5:00 A.M. -- everyday (Zone 384);
45	West Berwyn Avenue, from North Laramie Avenue to the first alley east thereof -- at all times (Zone 101).

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend ordinance related to West 58th Street (south side) from South Kenneth Avenue, to the first alley east thereof and from South Kenneth Avenue to the first alley west thereof, by inserting:

"8:00 A.M. to 11:00 A.M. -- Monday through Friday only (Zone 345)" (13th Ward).

SECTION 2. Amend ordinance related to South Kenneth Avenue, from West 58th Street to West 59th Street, by striking:

"at all times"

and inserting:

"8:00 A.M. to 11:00 A.M. -- Monday through Friday only (Zone 345)" (13th Ward).

SECTION 3. Amend ordinance related to West Eddy Street, from North Central Avenue to North Major Avenue, by striking:

"(north side only) (Zone 10)" (38th Ward).

SECTION 4. Amend ordinance by striking:

"North Kostner Avenue (west side) from West Lawrence Avenue to the first alley west thereof (Zone 144)" (39th Ward).

SECTION 5. Amend ordinance related to East 14th Place by striking:

"East 14th Place"

and inserting:

"East 14th Street (Zone 394)" (42nd Ward).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as diagonal parking/service drives, for the following locations:

Ward	Location
10	East 90th Street (both sides) between South Exchange Avenue and South Commercial Drive (95-1560);
23	South Narragansett Avenue (east side) from West Archer Avenue to the first alley north thereof (95-1795);
27	657 West Fulton Boulevard (south side) (95-1627);
27	130 North Campbell Avenue (west side) from West Maypole Avenue to the first alley north of West Maypole Avenue (95-1631);
32	West School Street, west of North Lincoln Avenue to the first alley west thereof (95-1656);
45	North Melvina Avenue (east side) from West Higgins Avenue to a point 125 feet north thereof (95-1773).

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

ESTABLISHMENT OF SPEED LIMITATION OF PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 1, 1995) proposed orders to establish speed limitations on portions of specified streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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. Pursuant to Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward	Location And Limit
15	South Claremont Avenue, from West 74th Street to West 71st Street -- 25 miles per hour (95-1366);
15	South Bell Avenue, from West 74th Street to West 71st Street -- 25 miles per hour (95-1593);
15	South Oakley Avenue, from West 74th Street to West 71st Street -- 25 miles per hour (95-1596).

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

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 13, October 2, November 1 and 15, 1995) proposed ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane/tow-away zones, between the limits and during the times, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Transportation is hereby authorized and

directed to install traffic signs designating the hours of prohibition along said routes:

Ward	Location And Time
27	West Ohio Street (north side) from a point 50 feet east of North Oakley Boulevard, to a point 25 feet east thereof (95-1237);
27	North Larrabee Street (west side) from West Division Street to North Clybourn Avenue -- at all times (95-1625);
27	West Kinzie Street (south side) from North Green Street to North Desplaines Street -- at all times (public benefit) (95-1409);
27	West Ferdinand Street (north street) from a point 20 feet west of North Damen Avenue, to a point 72 feet west thereof (95-1259);
30	North Pulaski Road (west side) from a point 120 feet north of West Addison Street, to a point 22 feet north thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-1642);
32	North Dominick Street (east side) from a point 20 feet north of West Shakespeare Avenue, to a point 60 feet north thereof -- 6:00 A.M. to 3:00 P.M. -- Monday through Friday (95-1810);
32	North Honore Street (west side) from West Oakdale Avenue to West Wellington Avenue (95-1654);

Ward	Location And Time
39	North Rogers Avenue (east side) from West Peterson Avenue to a point 90 feet south thereof (95-1683);
44	North Sheffield Avenue (east side) from a point 175 feet north of West Diversey Parkway, to a point 20 feet north thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday and 8:00 A.M. to 3:00 P.M. -- Saturday (95-1694);
47	North Rockwell Street (east side) from West Montrose Avenue to the first alley north thereof; and North Rockwell Street (west side) from West Montrose Avenue, to a point 60 feet north thereof (95-1706);
50	North Ridge Avenue (west side) from West Devon Avenue, to a point 50 feet north thereof (95-1712).

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

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 13, August 2, September 13, October 2, November 8 and 15, 1995) a proposed ordinance and orders to erect traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Said ordinance and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs and traffic control signals on the following streets, of the types specified:

Ward	Type Of Sign And Location
9	"Two-Way Stop" sign, stopping South Yale Avenue for West 102nd Street (95-1196);
9	"Two-Way Stop" sign, stopping West 100th Street for South Perry Avenue (95-0937);
9	"Stop" sign, stopping South Rhodes Avenue for East 101st Street (95-1359);
13	"All-Way Stop" sign, at South Lawndale Avenue and West Pippin Street (95-1588);
14	"Stop" sign, stopping South Keeler Avenue for West 46th Street (95-1780);
15	"All-Way Stop" sign, at South Wood Street and West 58th Street (95-1367);
15	"Stop" sign, stopping South Winchester Avenue for West 66th Street (95-1368);
15	"All-Way Stop" sign, at South Hoyne Avenue and West 73rd Street (95-1592);
16	"Stop" sign, stopping South May Street for West 56th Street (95-1733);
16	"All-Way Stop" sign, at South Aberdeen Street and West 57th Street (95-1731);
16	"All-Way Stop" sign, at South Peoria Street and West 57th Street (95-1730);

Ward	Type Of Sign And Location
17	"Stop" sign, stopping South Bishop Street for West 70th Street (95-1598);
18	"Two-Way Stop" sign, stopping West 85th Place for South Sawyer Avenue (95-1602);
18	"Stop" sign, stopping West 86th Street for South Christiana Avenue (95-1604);
18	"Stop" sign, stopping West 86th Street for South Sawyer Avenue (95-1607);
18	"All-Way Stop" sign, at South Christiana Avenue and West 85th Place (95-1608);
18	"Two-Way Stop" sign, stopping West 86th Street for South Kolin Avenue (95-0950);
19	"Two-Way Stop" sign, stopping South Bell Avenue for West 113th Street (95-1380);
19	"Stop" sign, stopping West 113th Place for South Bell Avenue (95-1381);
21	"All-Way Stop" sign, at South May Street and West 92nd Street (95-1384);
21	"All-Way Stop" sign, at South Sangamon Street and West 81st Street (95-1384);
21	"Stop" sign, stopping West 94th Street for South Green Street (95-1387);

Ward	Type Of Sign And Location
21	"Stop" sign, stopping South Ada Street for West 114th Place (95-1388);
23	"Stop" sign, stopping South Newcastle Avenue for West 53rd Street (95-1025);
26	"One-Way Stop" sign, stopping West Cortez Street for North Spaulding Avenue (95-1746);
26	"All-Way Stop" sign, at West Altgeld Street and North Mozart Street (95-1623);
27	"Two-Way Stop" sign, stopping North Loomis Street for West Carroll Avenue (95-1256);
27	"All-Way Stop" sign, at North Sangamon Street and West Huron Street (95-1260);
28	"All-Way Stop" sign, at South Keeler Avenue and West Gladys Avenue (95-1636);
30	"All-Way Stop" sign, at West Wellington Avenue and North Lotus Avenue (95-1641);
34	"Stop" sign, stopping South Laflin Street for West 118th Street (95-1234);
36	"Two-Way Stop" sign, stopping West Grace Street for North Nora Avenue (95-1762);
36	"Three-Way Stop" sign, stopping North Nora Avenue and West Waveland Avenue for North Nora Avenue (95-1763);

Ward	Type Of Sign And Location
36	"All-Way Stop" sign, at North Overhill Avenue and West School Street (95-1671);
36	"All-Way Stop" sign, at North Sayre Avenue and West Wolfram Street (95-1438);
37	"All-Way Stop" sign, at West Hirsch Street and North Lorel Avenue (95-1677);
37	"All-Way Stop" sign, at North Lamon Avenue at West Walton Street (95-1678);
38	"All-Way Stop" sign, at North Mobile Avenue and West Cuyler Avenue (95-1444);
38	"One-Way Stop" sign, stopping West Dakin Street for North Neenah Avenue (95-1445);
39	"Two-Way Stop" sign, stopping North Forest Glen Avenue for North Ionia Avenue (95-1447);
43	"All-Way Stop" sign, at North Seminary Avenue and West Lill Avenue (95-1771);
45	"All-Way Stop" sign, at North Lockwood Avenue and West Agatite Avenue (95-1466);
50	"All-Way Stop" sign, at West Morse Avenue and North Hamilton Avenue (95-1710).

These signs shall be installed and this order shall be in force hereinafter its passage and publication.

Installation Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install miscellaneous signs at the below listed locations:

Ward	Location And Type of Sign
27	West Fulton Street (both sides) between North Racine Avenue and North Ashland Avenue -- "No Cruising" signs (95-1751);
27	West Carroll Avenue (both sides) between North Racine Avenue and North Ashland Avenue -- "No Cruising" signs (95-1750);
27	North Loomis Street (both sides) from West Fulton Street to West Carroll Avenue -- "No Cruising" signs (95-1749);
27	North Laflin Street (both sides) from West Fulton Street to West Carroll Avenue -- "No Cruising" signs (95-1748);
45	North Menard Avenue, for one block, from West Giddings Street to West Eastwood Avenue -- "Closed To Traffic -- 8:15 A.M. To 9:00 A.M. And 2:00 P.M. To 2:40 P.M. -- All School Days" signs (95-1705).

SECTION 2. These signs shall be installed and this ordinance shall be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Doherty moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred (July 13, August 2, September 13, October 2, November 1, 8, 15 and December 13, 1995) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

Ward	Location
33	3211 North Troy Street (to the first alley south). No City Council action necessary for alley clearance signs. Signs will be installed (95-1660 and 95-1761).

Parking Prohibited At All Times -- Handicapped:

Ward	Location
1	1569 North Hoyne Avenue. Did not meet fee requirement;
1	2046 West Pierce Avenue. Did not meet fee requirement;
4	5408 South Drexel Avenue. Did not meet fee requirement;
6	9650 South Forest Avenue. Did not meet fee requirement;
7	8406 South Kingston Avenue. Did not meet fee requirement;
10	10132 South Calhoun Avenue. Insufficient fire hydrant clearance;
16	5621 South Fairfield Avenue. Did not meet fee requirement;
17	7712 South Wood Street. Did not meet fee requirement;

Ward	Location
17	7437 South May Street. Did not meet fee requirement;
21	8749 South Carpenter Street. Did not meet fee requirement;
23	4734 South Kildare Avenue. Did not meet fee requirement;
30	4015 North Hamlin Avenue. Did not meet fee requirement;
30	3352 North Avers Avenue. Did not meet fee requirement;
36	3724 North Osceola Avenue. Did not meet fee requirement;
43	2243 North Cleveland Avenue. Did not meet fee requirement;
44	3136 North Kenmore Avenue. Did not meet fee requirement;
50	2952 West Jerome Street. Did not meet fee requirement.

Parking Prohibited During Specified Hours:

Ward	Location
2	South State Street (west side) from West Polk Street to West 26th Street -- no parking/street cleaning -- Tuesday -- 7:00 A.M. to 9:00 A.M.. No City Council action necessary. Signs will be installed under City Code 9-64-040(b) (95-1595);

Ward	Location
2	South Federal Street (west side) from West Roosevelt Road to West 15th Street -- no parking/street cleaning -- Tuesday -- 7:00 A.M. to 9:00 A.M.. No City Council action necessary. Signs will be installed under City Code 9-64-040(b) (95-1566);
2	South Federal Street (east side) from West Roosevelt Road to 15th Street -- no parking/street cleaning -- Wednesday. Request withdrawn (95-1568);
2	South Plymouth Court (west side) from West Roosevelt Road to 15th Street -- no parking/street cleaning -- Tuesday -- 7:00 A.M. to 9:00 A.M.. Request withdrawn (95-1567);
2	South Plymouth Court (east side) from West Roosevelt Road to West 15th Street -- no parking/street cleaning -- Wednesday -- 7:00 A.M. to 9:00 A.M.. No City Council action necessary. Signs will be installed under City Code 9-64-040(b) (95-1569);
23	West 49th Street (south side) from South Cicero Avenue to the first alley east thereof -- 5:00 A.M. to 6:00 P.M. -- no exceptions. Duplicate proposal. Previously recommended on proposal dated October 2, 1995 (95-1398);
23	West 52nd Street (south side) from South Kostner Avenue to the first alley west thereof -- 8:00 A.M. to 10:00 A.M. -- no exceptions. Duplicate proposal. Previously recommended on proposal dated October 2, 1995 (95-1401).

Parking Limited During Specified Hours:

Ward	Location
19	South Leavitt Street (east side) from a point 30 feet north of West 95th Street, to a point 55 feet north thereof -- 30 minutes. Request withdrawn by the requester (95-1226);
45	North Cicero Avenue at West Grace Street (in front of City of Chicago parking lot) two hours -- 9:00 A.M. to 6:00 P.M. -- no exceptions. No City Council action necessary. Appropriate two hour parking signs will be installed (95-1338).

Loading Zones:

Ward	Location
1	1807 West Division Street -- at all times. Location falls within a bus stop zone (95-1563);
1	2250 West North Avenue -- 4:30 P.M. to 1:00 A.M. -- Sunday through Saturday. Request withdrawn (95-1561);
24	2147 South Albany Avenue -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday and 8:00 A.M. to 5:00 P.M. -- Saturday. Duplicate proposal. Previously recommended on proposal dated November 8, 1995 (95-1619);

Ward	Location
30	5400 West Fullerton Avenue -- 7:00 A.M. to 6:00 P.M. -- no exceptions. Request withdrawn by requester (95-1639);
44	433 West Briar Place -- at all times. Duplicate proposal. Previously recommended on proposal dated September 13, 1995, Traffic Control and Safety 95-1336 (95-1697).

Parking Meters:

Ward	Location
27	Alongside of 1058 West Washington Boulevard (north side) installation of two parking meters -- three hour limit. Not recommended.

Miscellaneous Signs:

Ward	Location
26	Corner of West Grand Avenue and North Spaulding Avenue at 1000 block of North Spaulding Avenue -- "Slow Down -- Children Playing" signs. No City Council action necessary for "Children Playing" signs. The signs will be installed (95-1747).

Residential Permit Parking:

Ward	Location
32	2300 block of West Haddon Avenue (both sides) at all times. Duplicate proposal;
32	2300 block of West Thomas Street (both sides) at all times. Duplicate proposal;
32	1100 block of North Oakley Avenue (both sides) at all times. Duplicate proposal;
33	North Artesian Avenue, from West Lawrence Avenue to the first alley south thereof -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday (Zone 132). Does not meet building zone requirement; current building zone is B5-3 and B4-2.

Service Drives/Diagonal Parking:

Ward	Location
32	West Concord Place (south side) at North Hoyne Avenue. Not recommended (95-1658);

Ward	Location
45	West Higgins Avenue (west side) from North Melvina Avenue to a point 100 feet east thereof. Not recommended (95-1775).

Speed Limitations:

Ward	Location
15	South Claremont Avenue, from West 71st to West 74th Street -- 20 miles per hour. Previously recommended on a proposal dated October 2, 1995 (95-1595);
18	3800 block of West 86th Street -- 25 miles per hour. Request withdrawn (95-1378).

Tow-Away Zones:

Ward	Location
30	4242 -- 4246 North Elston Avenue -- at all times. Duplicate proposal. Previously recommended on proposal dated October 2, 1995 (95-1646);
30	4244 -- 4246 North Elston Avenue -- at all times. Duplicate proposal. Previously recommended on proposal dated October 2, 1995 (95-1649).

Traffic Warning Signs And Signals:

Ward	Location
18	"Stop" signs, at the "T" intersection in the alley behind 8115 South Francisco Avenue. It is against City policy to install traffic signs in alleys because of resulting safety and maintenance problems caused by narrow alley widths. Signs are not needed for enforcement. Field study will be made to resolve problem (95-1606);
23	Automatic traffic control signals at the intersection of West 47th Street and South Knox Avenue. Does not meet warrants (95-1798);
36	"No Turn On Red" signs, West Grand Avenue and North Oak Park Avenue. No City Council action necessary for the installation of "No Turn On Red" signs. Requested signs will be posted (95-1439).

Weight Limitations:

Ward	Location
22	West 30th Street, from South Kostner Avenue to South Kilbourn Avenue -- five-tons. Duplicate proposal. Previously passed May 8, 1974, Council Journal of Proceedings, page 8166. Signs are installed (95-1614);

Ward	Location
22	West 28th Street, from South Kostner Avenue to South Kilbourn Avenue -- five-tons. Duplicate proposal. Previously passed May 8, 1974, Council Journal of Proceedings, page 8166. Signs are installed (95-1613).

Amend Parking Prohibited At All Times:

Ward	Location
44	Striking parking prohibited at all times located at 433 West Briar Place. Duplicate proposal. Previously recommended on proposal dated September 13, 1995, Traffic Control and Safety (95-1336) (95-1695).

Amend Parking Prohibited At All Times -- Handicapped:

Ward	Location
11	Removal of Handicapped Parking Permit 3789 signs located at 4421 South Wallace Street. Signs already removed;
31	Removal of Handicapped Parking Permit 8618 signs located at 4738 West George Street. Signs already removed;
33	Relocate handicapped permit parking from 1822 West Fletcher Street to 3845 North St. Louis Avenue. Did not meet fee requirement.

Amend Parking Prohibited During Specified Hours:

Ward	Location
37	Remove parking prohibited during specified hours located at 5433 -- 5435 West North Avenue. No City Council action necessary to remove "T" intersection signs. Signs will be removed (95-1673);
45	Repeal parking prohibited during specified hours -- 9:00 A.M. to 6:00 P.M. -- everyday, located on North Cicero Avenue at West Grace Street (in front of City of Chicago parking lot). No City Council action necessary. Appropriate two hour.

Amend Loading Zone:

Ward	Location
44	Amend by striking loading zone located at 947 -- 957 West Wellington Avenue -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously recommended on proposal dated November 1, 1995, Traffic Control and Safety (95-1703) (95-1701).

Amend Tow-Away Zone:

Ward	Location
44	Amend by striking tow-away zone located at 2825 North Sheffield Avenue -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday and 8:00 A.M. to 3:00 P.M. -- Saturday. Duplicate proposal. Previously recommended on November 1, 1995, Traffic Control and Safety (95-1694).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred January 10, 1996) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

52 West Illinois, Inc. (Doing Business As Ben Pao).

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

SECTION 1. Permission and authority are hereby given and granted to 52 West Illinois, Inc., doing business as Ben Pao, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a glass and steel canopy and a revolving door adjacent to the premises known as 52 West Illinois Street. Said privileges are described as follows :

Canopy -- Canopy shall be twelve (12) feet, six (6) inches in length and projecting eleven (11) feet, one and three-quarter ($1\frac{3}{4}$) inches from the property line. Overall height shall be nine (9) feet. Canopy will overhang the public way and entrance to the restaurant.

Revolving Door -- Revolving door shall extend into the public right-of-way for a total of sixteen (16) square feet. Outside diameter of revolving door shall be six (6) feet, ten (10) inches in width. Installation of said door shall allow a minimum of eight (8) feet of clear and unobstructed space for pedestrian passage.

All construction shall be completed pending approval and permits from the Departments of Buildings and Transportation. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privileges and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Ninety-nine and no/100 Dollars ($199.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof,

to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any

act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

De Paul University.

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

SECTION 1. Permission and authority are hereby given and granted to DePaul University, upon the terms and subject to the conditions of this ordinance, to maintain and use an underground conduit adjacent to the premises known as 2130 North Kenmore Avenue. Said conduit shall be installed to connect 2135 North Kenmore Avenue with 2130 North Kenmore Avenue. One (1) four (4) inch conduit containing coaxial security system cabling will exit the southwest corner of 2135 North Kenmore Avenue, running west approximately seventy-five (75) feet under North Kenmore Avenue, entering the east elevation of the basement of 2130 North Kenmore Avenue. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Fifty and no/100 Dollars ($450.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The

Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15743 of this Journal.]

Friedman Properties, Ltd.

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

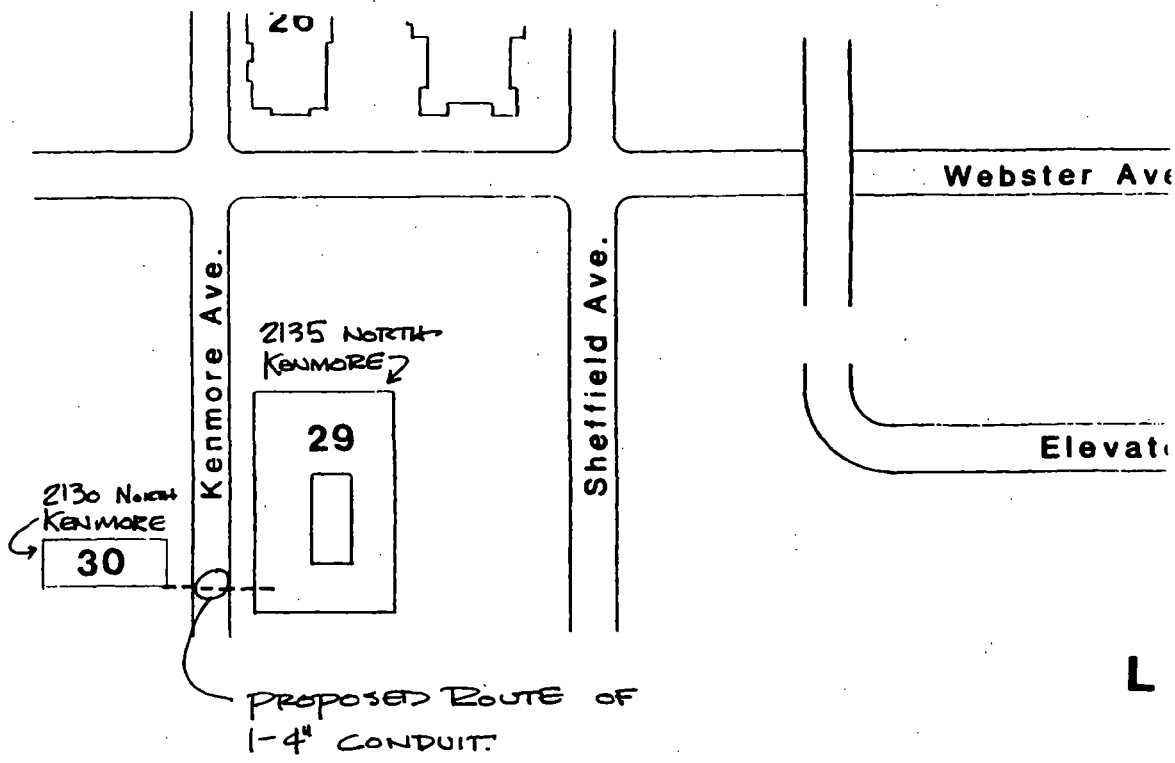
SECTION 1. Permission and authority are hereby given and granted to Friedman Properties, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use a trash compactor in the east/west public alley adjacent to the premises known as 57 West Grand Avenue. Said self-contained trash compactor shall measure thirty-five (35) feet in length and eleven (11) feet in width and shall be located directly against the building in the public alley. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand One Hundred Eighty-nine and no/100 Dollars ($4,189.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions

(Continued on page 15744)

Ordinance associated with this drawing printed on pages 15739 through 15742 of this Journal.



LOOP CAMPUS BUILDINGS

ADMINISTRATION CENTER **243 S. Wabash Avenue**	**101**
DEPAUL CENTER **1E. Jackson Boulevard**	**104**
LEWIS CENTER **25 E. Jackson Boulevard**	**102**

(Continued from page 15742)

hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100

Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

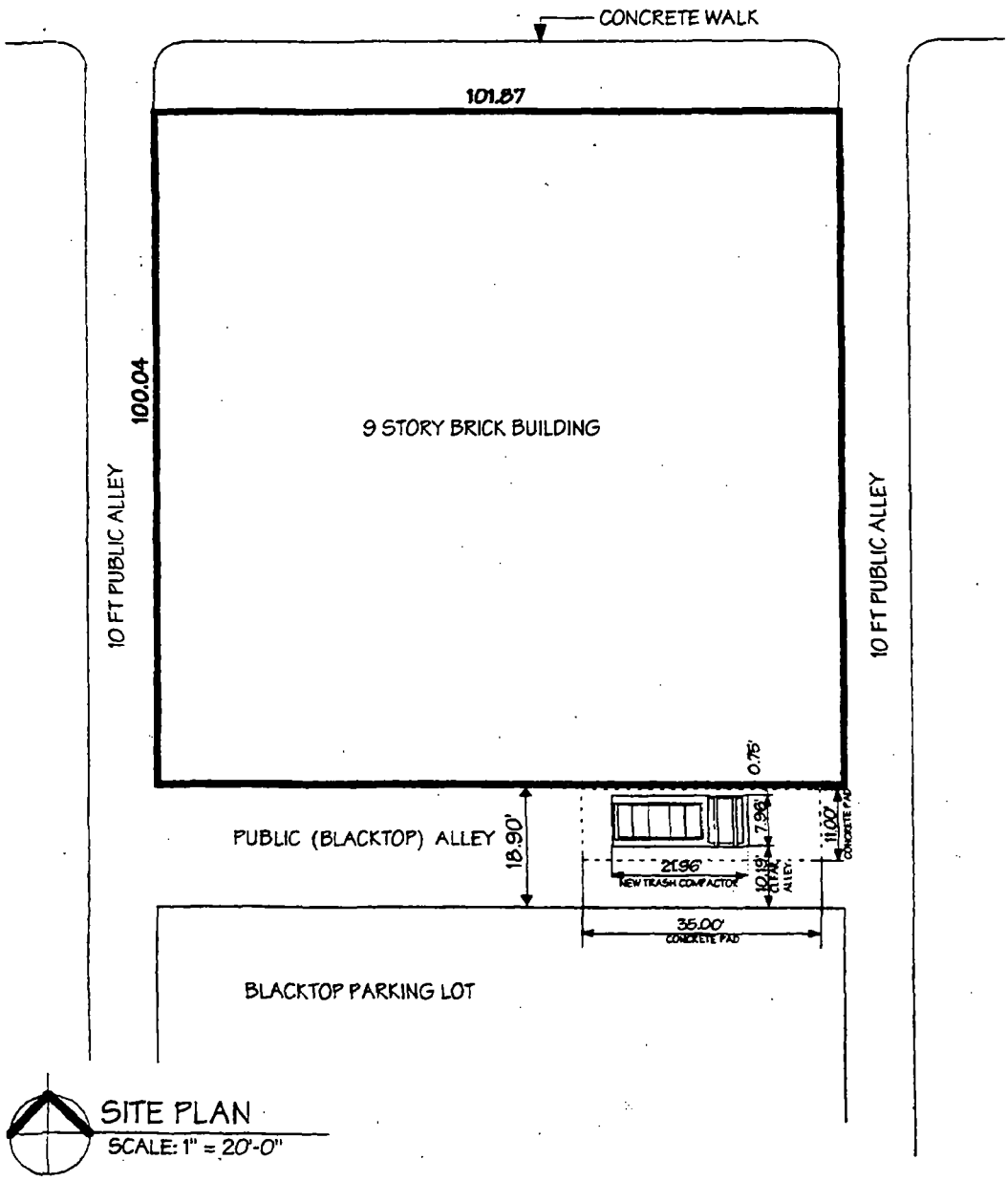
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15746 of this Journal.]

Ordinance associated with this drawing printed on pages 15742 through 15745 of this Journal.



G.L.S. Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to G.L.S. Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in North Kingsbury Street at a point two hundred five (205) feet northwesterly of the northerly line of West Wisconsin Street, thence running in a southeasterly direction on a curve along and across the westerly side of North Kingsbury Street to a point on the westerly line thereof forty-five (45) feet northwesterly of the northerly line of West Wisconsin Street for a period of five (5) years from and after December 22, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Eighty-two and no/100 Dollars ($382.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents

or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15750 of this Journal.]

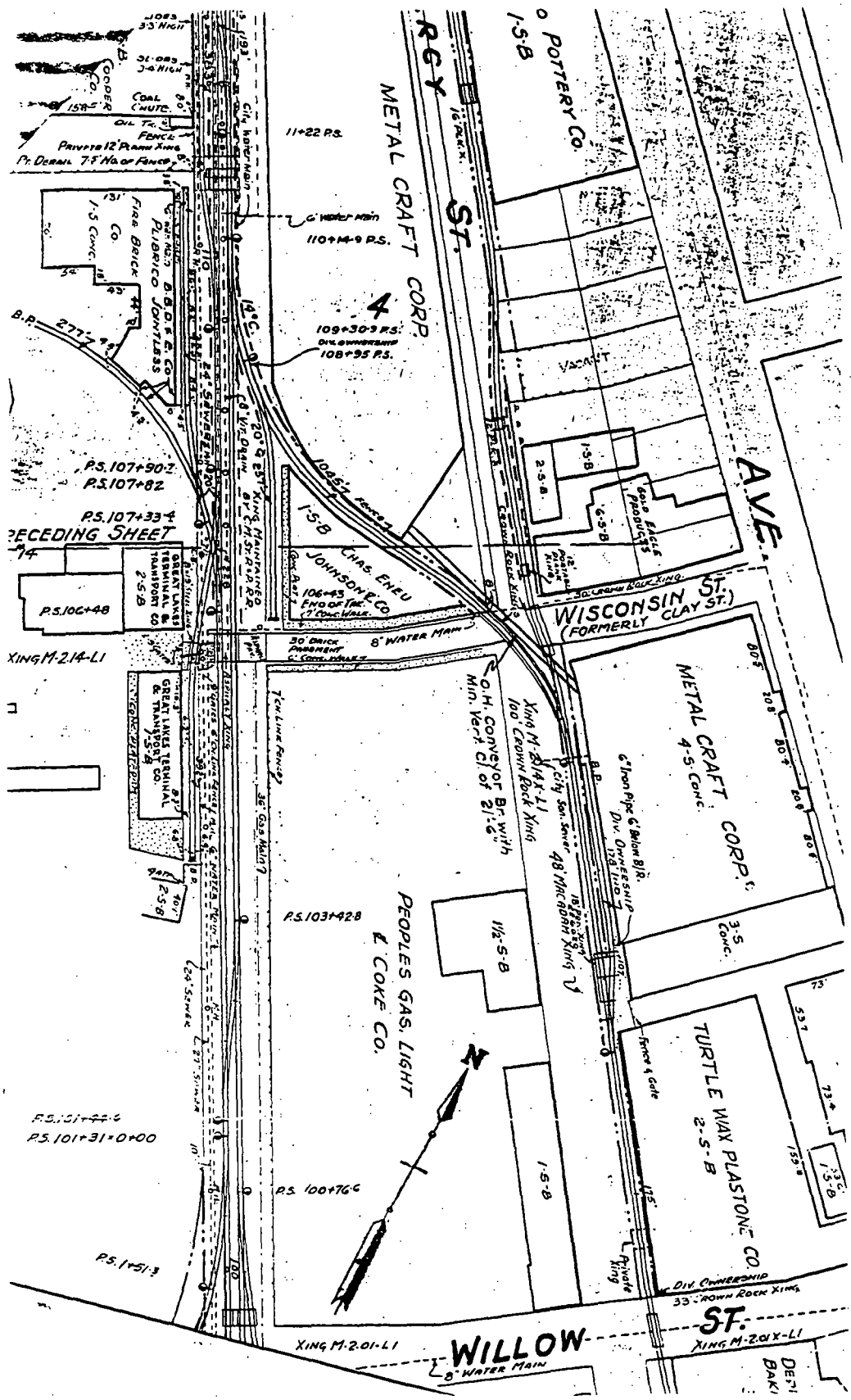
Mr. Hans Kief.

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

SECTION 1. Permission and authority are hereby given and granted to Hans Kief, upon the terms and subject to the conditions of this ordinance, to maintain and use a vaulted area adjacent to the premises known as 642 North Clark Street for use for utility and storage purposes. Area is approximately twenty-one (21) feet in length and thirteen (13) feet in width. Authority herein granted shall be for a period of five (5) years from and after September 12, 1995.

(Continued on page 15751)

Ordinance associated with this drawing printed on pages 15747 through 15749 of this Journal.



(Continued from page 15749)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15754 of this Journal.]

MKDG/Hotel Venture.

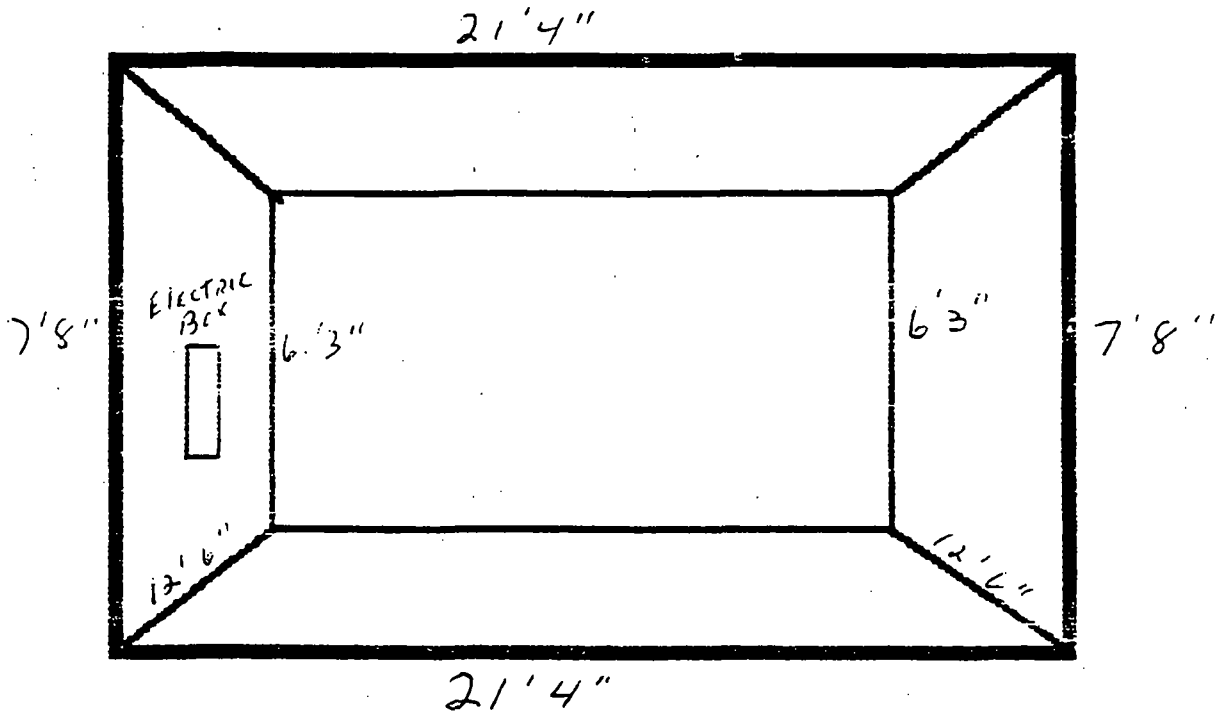
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to MKDG/Hotel Venture, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a fourteen (14) foot width elevated sidewalk on the south side of East Grand Avenue, from the west line of North Michigan Avenue, a distance of one hundred twenty-five (125) feet, adjoining the building located at 111 -- 121 East Grand Avenue; also, an extension of said elevated sidewalk, six (6) feet in width, extending west along the south side of West Grand Avenue a distance of sixty (60) feet. Said elevated sidewalk shall not exceed fourteen (14) feet in width nor one hundred eighty-five (185) feet in length. Authority herein granted shall be for a period of five (5) years from and after July 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 15755)

Ordinance associated with this drawing printed on pages 15749 through 15753 of this Journal.



642 N CLARK

(Continued from page 15753)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Five Hundred Twenty-nine and no/100 Dollars ($6,529.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final

and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15758 of this Journal.]

Morse Automotive.

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

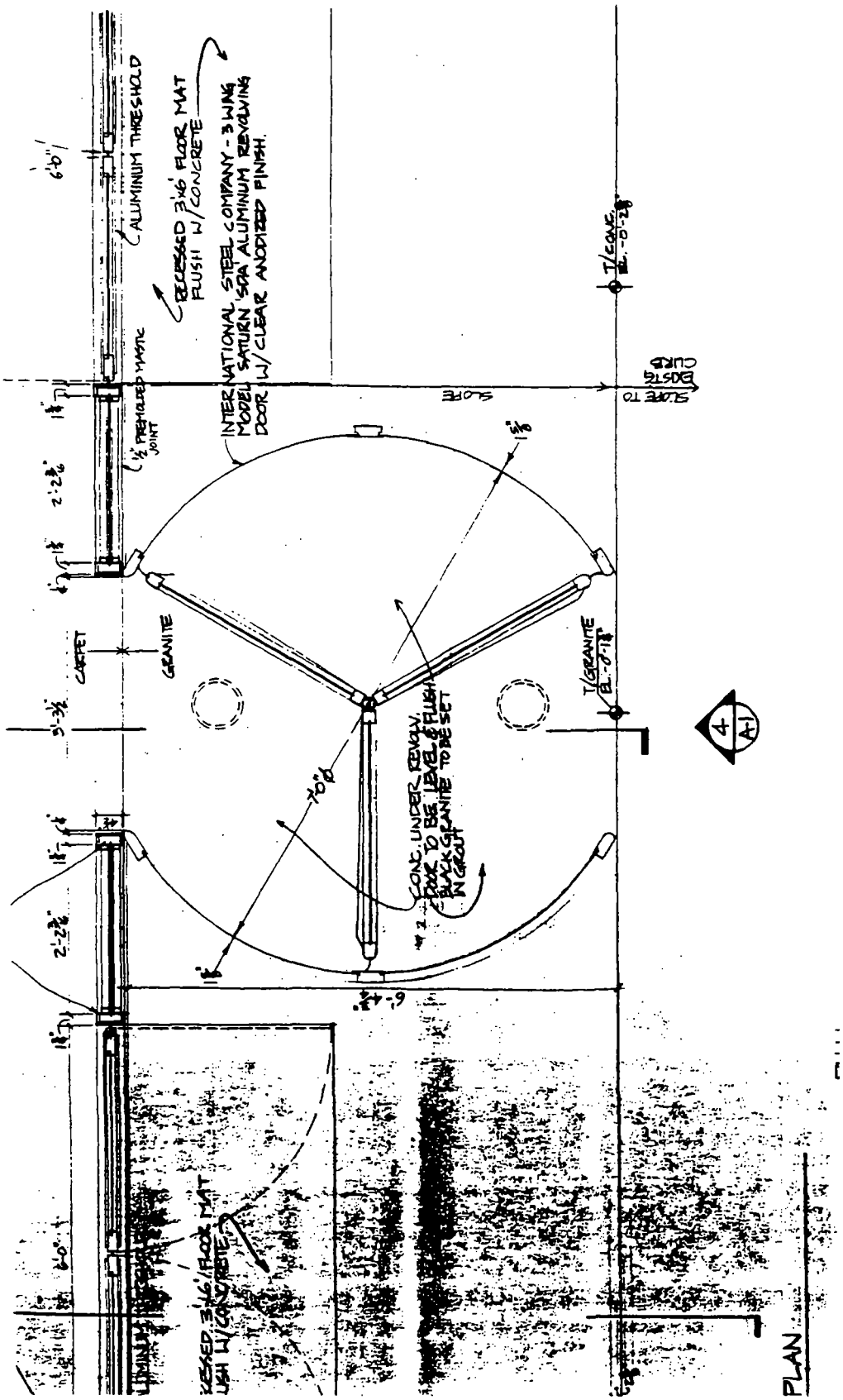
SECTION 1. Permission and authority are hereby given and granted to Morse Automotive, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a manhole for monitoring of waste water adjacent to the premises known as 4130 South Morgan Street. Said manhole shall be twelve (12) feet in length and one (1) foot in width. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 15759)

Ordinance associated with this drawing printed on pages 15753 through 15756 of this Journal.



(Continued from page 15757)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance

coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

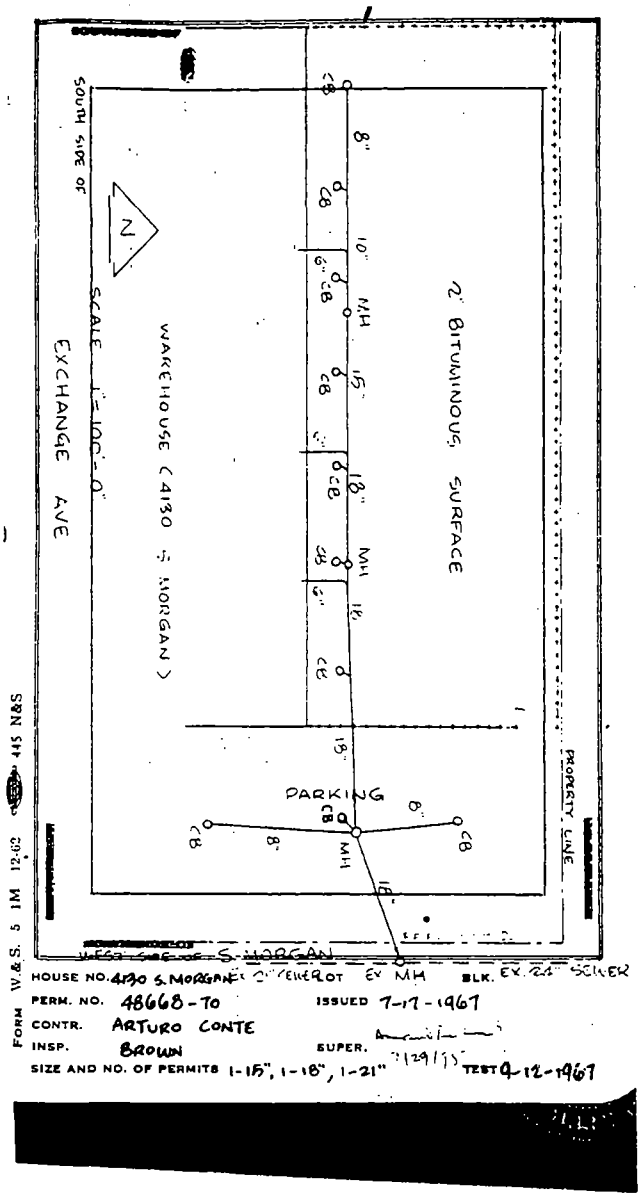
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15761 of this Journal.]

Ordinance associated with this drawing printed on pages 15757 through 15760 of this Journal.



RREEF U.S.A. Fund -- III 69 West Washington, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to RREEF U.S.A. Fund -- III 69 West Washington, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a vaulted area adjacent to premises known as 69 West Washington Street. Said area is approximately two hundred thirty-seven (237) feet in length and nine and seventy-five hundredths (9.75) feet in width and used for a card shop and barber shop. Authority herein given and granted shall be for a period of five (5) years from and after December 5, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand One Hundred Thirty-five and no/100 Dollars ($8,135.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the

use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15765 of this Journal.]

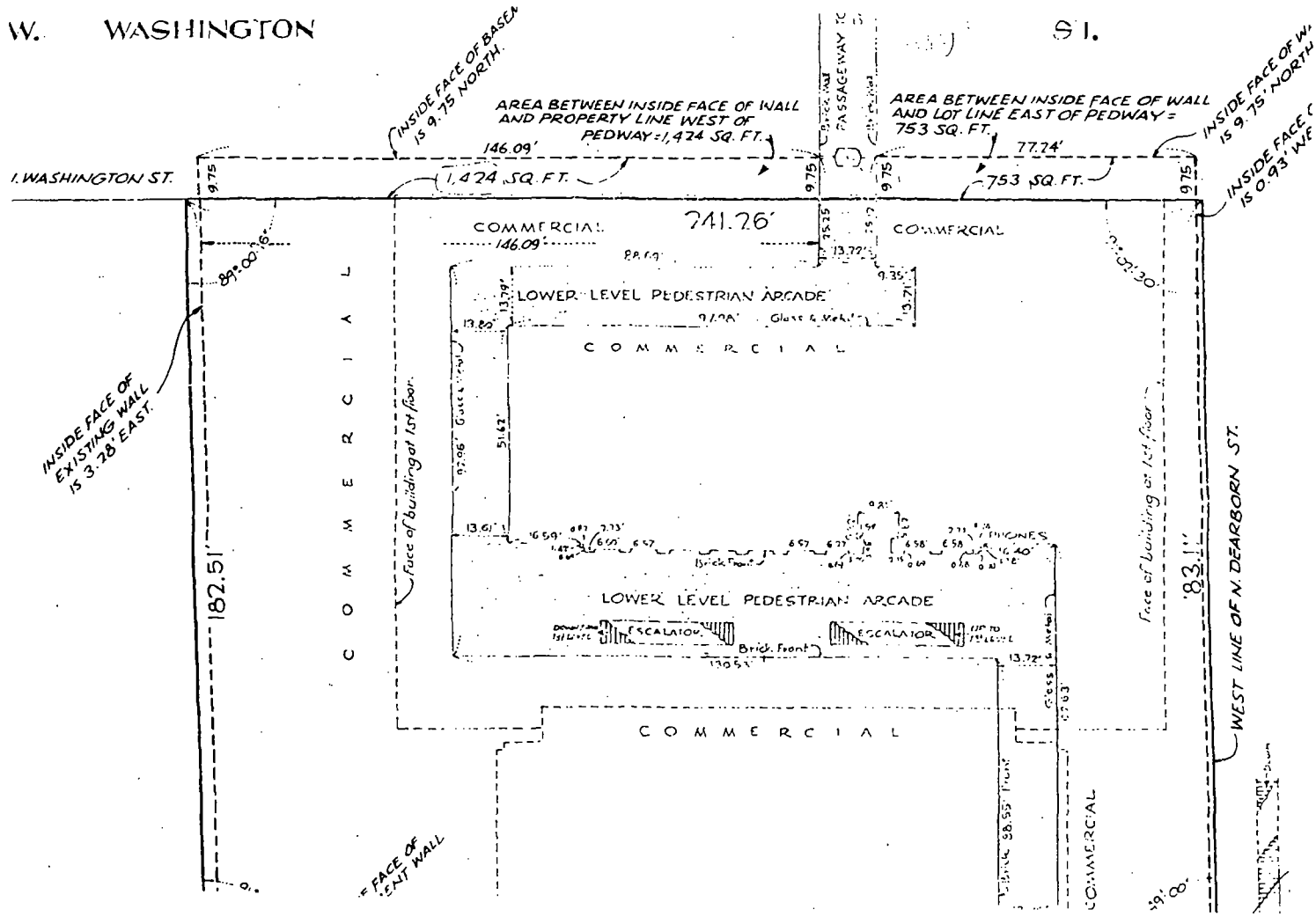
Westin Hotel Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Westin Hotel Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a revolving door extending into the public right-of-way adjacent to the premises known as 909 North Michigan Avenue. Said revolving door shall be located on the East Delaware Street side of the above property and shall be approximately seven and five-tenths (7.5) feet in length and six and five-tenths (6.5) feet in width. Authority herein given and granted shall be for a period of five (5) years from and after December 23, 1995.

(Continued on page 15766)

Ordinance associated with this drawing printed on pages 15762 through 15764 of this Journal.



(Continued from page 15764)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Seventy-four and no/100 Dollars ($474.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 15769 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on January 10, 1996) to construct, maintain and use sundry canopies by various establishments.

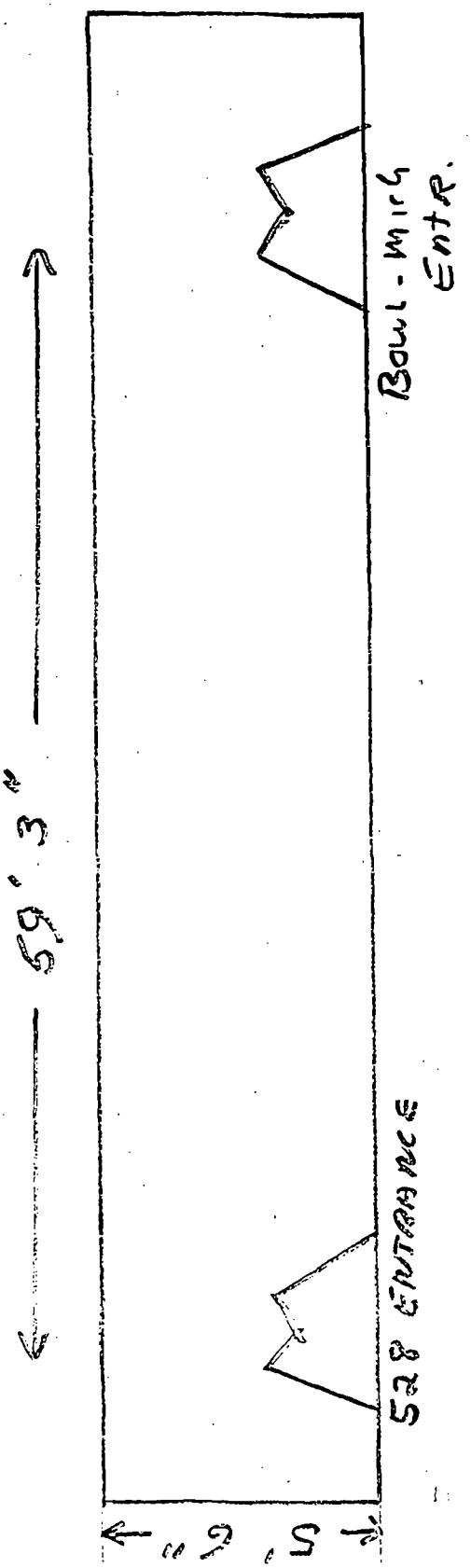
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 15770)

Ordinance associated with this drawing printed on pages 15764 through 15768 of this Journal.



SKETCH OF Elevated Side WALK

(Continued from page 15768)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, 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):

Friedman Properties, Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Friedman Properties, Ltd., ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 54 West Hubbard Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Hong Kong Bay Chinese Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hong Kong Bay Chinese Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1531 North Wells Street for a period of three (3) years from and after January 12, 1996 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length, nor eleven (11) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Italian Village Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Italian Village Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 71 West Monroe Street for a period of three (3) years from and after December 31, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirteen (13) feet in length, nor twenty-four (24) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

1411 State Parkway Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 1411 State Parkway Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10 East Schiller Street for a period of three (3) years from and after September 6, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

5000 Marine Drive Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 5000 Marine Drive Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5000 North Marine Drive for a period of three (3) years from and after January 1, 1996 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of

Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

VACATION OF WEST ERIE STREET, BETWEEN NORTH UNION AVENUE AND NORTH BRANCH OF CHICAGO RIVER.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating West Erie Street, between North Union Avenue and the north branch of the

Chicago River. This ordinance was referred to the committee on December 6, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and

replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 777 West Chicago Avenue are owned by the Chicago Tribune Company, a firm employing one thousand six hundred (1,600) individuals in the printing of newspapers; and

WHEREAS, The Chicago Tribune Company proposes to limit the use of that part of West Erie Street to be vacated herein for such manufacturing purposes and other such uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of the public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of West Erie Street together with all that part of West Erie Street relocated by ordinance approved by the Common Council of the City of Chicago, October 10, 1870 and recorded July 9, 1962 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 18526682 bounded and described as follows:

commencing at the southwest corner of Lot 8 in Block 68 in Russell, Mather and Robert's Addition to Chicago; thence north 81 degrees, 45 minutes, 28 seconds east along the northwesterly line of West Erie Street aforesaid, 173.56 feet to the herein designated point of beginning; thence continuing north 81 degrees, 45 minutes, 28 seconds east along said northwesterly line, 256.51 feet to the present dock line of the north branch of the Chicago River; thence south 28 degrees, 30 minutes, 22 seconds east along said dock line, 8.47 feet; thence south 30 degrees, 38 minutes, 08 seconds east, 60.82 feet; thence south 37 degrees, 22 minutes 06 seconds east along said dock line, 18.105 feet to the point of intersection with the southeasterly line of West Erie Street aforesaid; thence south 81 degrees, 45 minutes, 28 seconds west along said southeasterly line, 246.98 feet; thence north 37 degrees, 17 minutes, 54 seconds west, 91.52 feet to the hereinabove designated point of beginning, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said part of public street herein vacated being further described as the easterly 256.61 feet, more or less, of West Erie Street lying between the east line of North

Union Avenue and the westerly line of the north branch of the Chicago River,

as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of the Metropolitan Water Reclamation District of Greater Chicago a perpetual easement to construct, reconstruct, repair, maintain and operate existing west side intercepting sewer and appurtenances thereto (hereinafter called "Sewer Facilities") above, upon, across, under and through a segment of the premises "To Be Vacated" hereunder legally described as: that part of West Erie Street, as dedicated by ordinance passed October 10, 1870 and recorded July 9, 1962 as Document Number 18526682, bounded and described as follows:

commencing at the southwest corner of Lot 8 in Block 68 in Russell, Mather and Robert's Addition in Section 9, Township 39 North, Range 14; thence north 81 degrees, 45 minutes, 28 seconds east along the northwesterly line of West Erie Street, 250.00 feet to the point of beginning; thence continuing north 81 degrees, 45 minutes, 28 seconds east along the northwesterly line, 25.17 feet; thence south 37 degrees, 17 minutes, 54 seconds east, 91.52 feet to the southeasterly line of West Erie Street; thence south 81 degrees, 45 minutes, 28 seconds west along said southeasterly line, 25.17 feet; thence north 37 degrees, 17 minutes, 64 seconds west, 91.25 feet to the point of beginning, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

It is further provided that no buildings or other structures shall be erected on the said area herein reserved or other use made of said area, which in the judgment of the officials having control of the aforesaid Sewer Facilities would interfere with the construction, reconstruction, repair, maintenance and operation of said Sewer Facilities. Said perpetual easement is an encumbrance which runs with the land.

SECTION 3. The Commission of Planning and Development is hereby authorized to execute and deliver to the Chicago Tribune Company a quitclaim deed for the portion of West Erie Street vacated herein, together with all riparian rights appurtenant thereto, and all improvements located on such vacated property (excepting those for which an easement has been reserved in Section 2 of this ordinance) or constructed pursuant to the riparian rights appurtenant to such vacated property, including the bridge abutment located within the property legally described as follows:

that part of the north branch of the Chicago River lying easterly of and adjoining West Erie Street, as dedicated by ordinance passed October 10, 1870, and recorded July 9, 1962 as Document Number 18526682, said parcel being more particularly described as follows:

commencing at the southwest corner of Lot 8 in Block 68 in Russell, Mather and Robert's Addition to Chicago; thence north 81 degrees, 45 minutes, 28 seconds east along the northwesterly line of West Erie Street, 430.07 feet to the present dock line of the north branch of the Chicago River; thence south 28 degrees, 30 minutes, 22 seconds east along said dock line, 8.47 feet to the herein designated point of beginning; thence south 30 degrees, 38 minutes, 08 seconds east, 60.82 feet; thence north 70 degrees, 14 minutes, 07 seconds east, 31.23 feet; thence north 20 degrees, 49 minutes, 33 seconds west, 60.83 feet; thence south 68 degrees, 44 minutes, 09 seconds west, 41.59 feet to the hereinabove designated point of beginning, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Such quitclaim deed shall be conditioned upon and shall provide the following as covenants running with land of the portion of West Erie Street herein vacated and the riparian rights appurtenant thereto:

a. all permits issued by the Army Corps of Engineers, or predecessor thereof, under Section 10 of the Rivers and Harbors Act of 1899, as amended, 33 USC Section 403, or such other preceding authority, pertaining to such improvements shall be deemed transferred to the Chicago Tribune Company along with vacated property, the riparian rights and the improvements referenced above; and

b. the Chicago Tribune Company shall indemnify, defend and hold harmless the City of Chicago, its agents and employees from and against any claim or liability arising under such permits after the date of delivery of the deed.

SECTION 4. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, accessory offices, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property

to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or an abandonment.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Tribune Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 4 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 15780 of this Journal.]

VACATION OF PORTION OF NORTH/SOUTH PUBLIC ALLEY IN BLOCK BOUNDED BY BURLINGTON NORTHERN RAILROAD, WEST CERMAK ROAD, SOUTH KEDZIE AVENUE AND SOUTH TROY STREET.

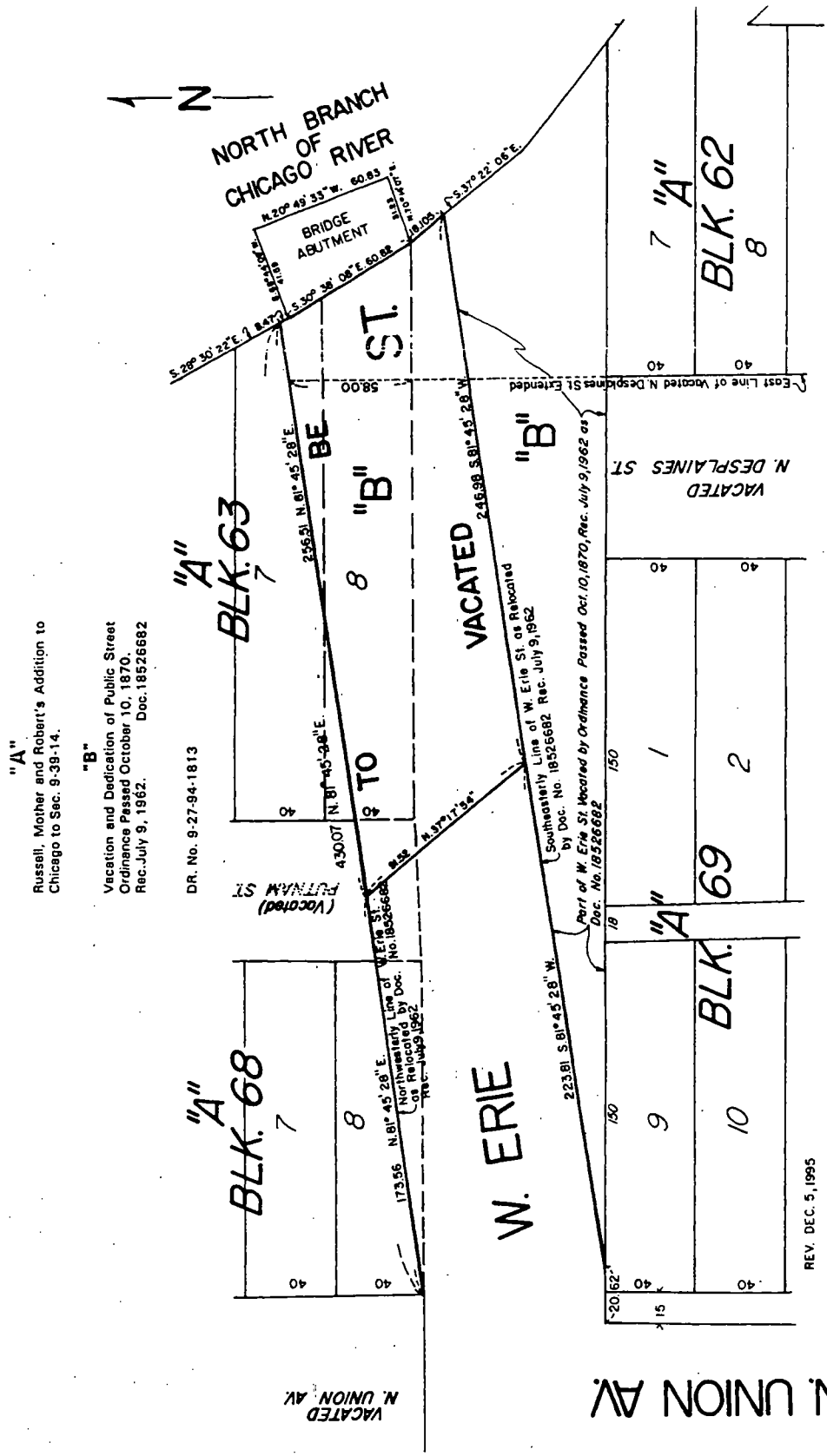
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

(Continued on page 15781)

Ordinance associated with this drawing printed on pages 15776 through 15779 of this Journal.



(Continued from page 15779)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating all of the north/south 16 foot public alley (except the south 25.0 feet) in the block bounded by the Burlington Northern Railroad, West Cermak Road, South Kedzie Avenue and South Troy Street. This ordinance was referred to the committee on February 5, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's jobs base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and public alleys for reduced compensation; and

WHEREAS, The properties at 2133 South Kedzie Avenue are owned by Donald R. Heye, as Trustee of the Donald R. Heye Trust, under Trust Agreement dated May 4, 1977, as amended; and

WHEREAS, Donald R. Heye is a lessor to Hyspan Precision Products, Inc.; and

WHEREAS, Universal Metal Hose is a subsidiary of Hyspan Precision Products, Inc. and a firm employing twenty-five (25) individuals in the manufacture of metal hose and assemblies; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant a vacation of the part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the north/south 16 foot public alley lying west of the west line of Lots 1 to 12, both inclusive, lying east of the east line of Lots 26 to 35, both inclusive, lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 35 (being the southerly right-of-way line of the Burlington Northern Railroad (formerly the Chicago Burlington and Quincy Railroad) and lying north of a line drawn from the southwest corner of Lot 12 to the southeast corner of Lot 26, all in Block 19 in Douglas Park Addition to Chicago in the east half of the southeast quarter that lies south of the center of the public highway known as the Southwestern Plank Road; also Lots 4 and 5 of the subdivision by the Commissioners of the Circuit Court of Cook County of the west half of the west half of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, said part of public alley herein vacated being further described as the vacation of the north/south 16 foot

public alley, except the south 25.0 feet, in the block bounded by the Burlington Northern Railroad, West Cermak Road, South Kedzie Avenue and South Troy Street, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and Ameritech Illinois, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and other similar uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Donald R. Heye, as Trustee of the Donald R. Heye Trust, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 3 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 15785 of this Journal.]

VACATION OF REMAINING EAST/WEST PUBLIC ALLEYS IN BLOCK BOUNDED BY NORTH MICHIGAN AVENUE, EAST CHICAGO AVENUE, NORTH RUSH STREET AND EAST SUPERIOR STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating the remaining east/west public alleys in the block bounded by North Michigan Avenue, East Chicago Avenue, North Rush Street and East Superior Street. This ordinance was referred to the committee on February 5, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 15786)

Ordinance associated with this drawing printed on pages 15782 through 15783 of this Journal.

"A"

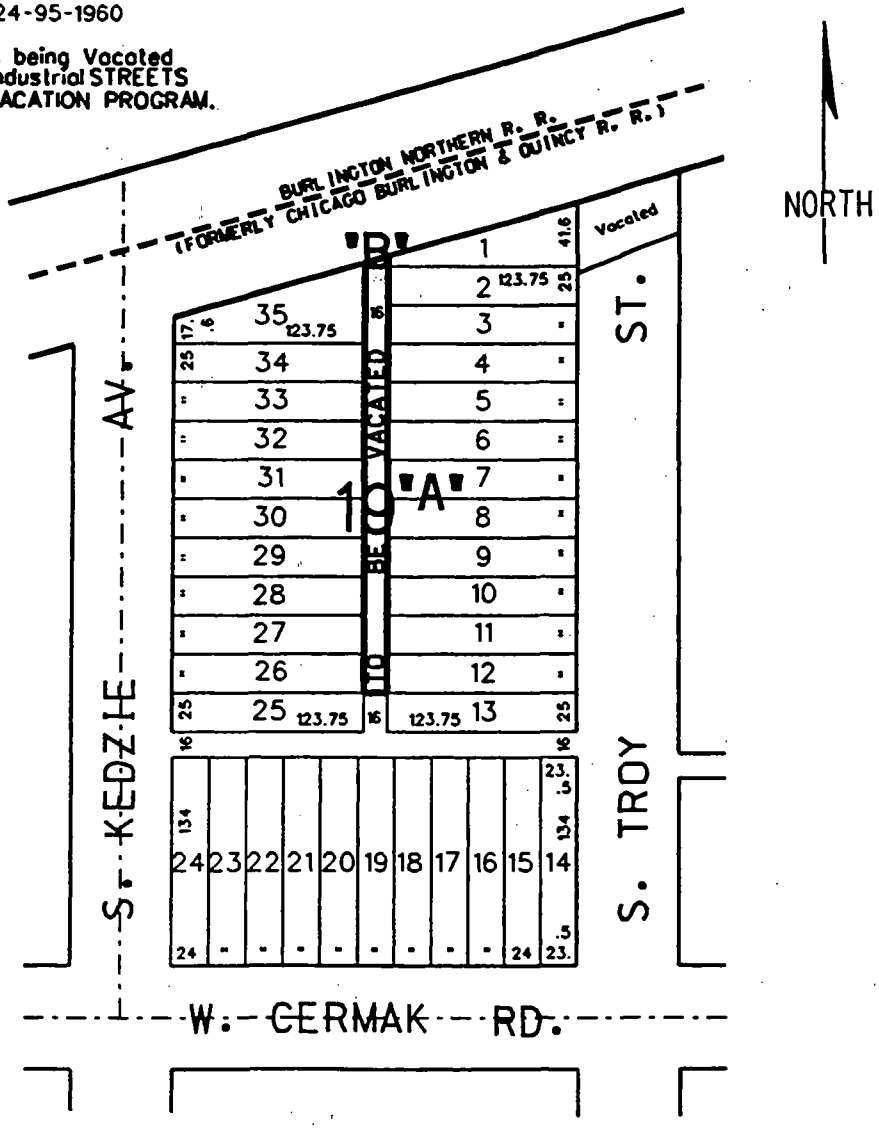
Douglas Park Add. to Chicago in the E.½ of the S.E.¼ that lies S. of the center of the public hgwy. known as SWtrn. Plank Road. Also Lots 4 & 5 of the Subd. by the Commissioners of the Circuit Court of Cook County of the W.½ of the W.½ of Sec. 24-39-13

"B"

Opinion of the Corporation Counsel dated Feb. 4, 1938, File No. 385, holds that the City of Chicago is estopped from causing the removal of the tracks of the Chicago Burlington and Quincy Railroad.

Dr. No. 24-24-95-1960

Note: This alley is being Vacated under the Industrial STREETS & ALLEY VACATION PROGRAM.



(Continued from page 15784)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of that part of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the remaining east/west 10 foot and 20 foot public alleys lying south of the south line of Lots 4, 5, 7 and 8, lying south and southeasterly of the south and southeasterly lines of Lot 6, lying north of the north line of Lots 11, 12, 13 and 14, lying northwesterly of the northwesterly line of Lot 15, lying north of the north line of the north/south public alley vacated by ordinance approved by the City Council December 22, 1937 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, February 18, 1938 as Document No. 12121471 being described in said ordinance as "the north line of Lot 14 produced easterly to the northwest corner of Lot 15"; lying east of the east line of the east/west 10 foot public alley vacated by ordinance approved by the City Council August 2, 1995 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, November 29, 1995 as Document No. 95-823234, being described in the last cited ordinance as lying "west of the southerly extension of the east line of Lot 9" all in Butler's Subdivision of the northeast corner of Block 53 in Kinzie's Addition to Chicago, being a subdivision of the north fractional part of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and lying west of the west line of North

Michigan Avenue as widened by Order of Possession entered by the County Court of Cook County, State of Illinois, on March 25, 1924 as Docket No.33202, said west line of North Michigan Avenue as widened also described as the east line of the northerly extension of the east line of Lot 4, in Flower's Resubdivision of the southeast corner of Block 53, in Kinzie's Addition aforesaid, said part of public alleys herein vacated being further described as the remaining east/west public alleys in the block bounded by North Michigan Avenue, East Chicago Avenue, North Rush Street and East Superior Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Thomas J. Klutznick Co. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alleys hereby vacated, the sum of Seven Hundred Fifty-three Thousand Three Hundred Twenty-two and 43/100 Dollars ($753,322.43), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alleys hereby vacated, similar to the sidewalk and curb in North Michigan Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

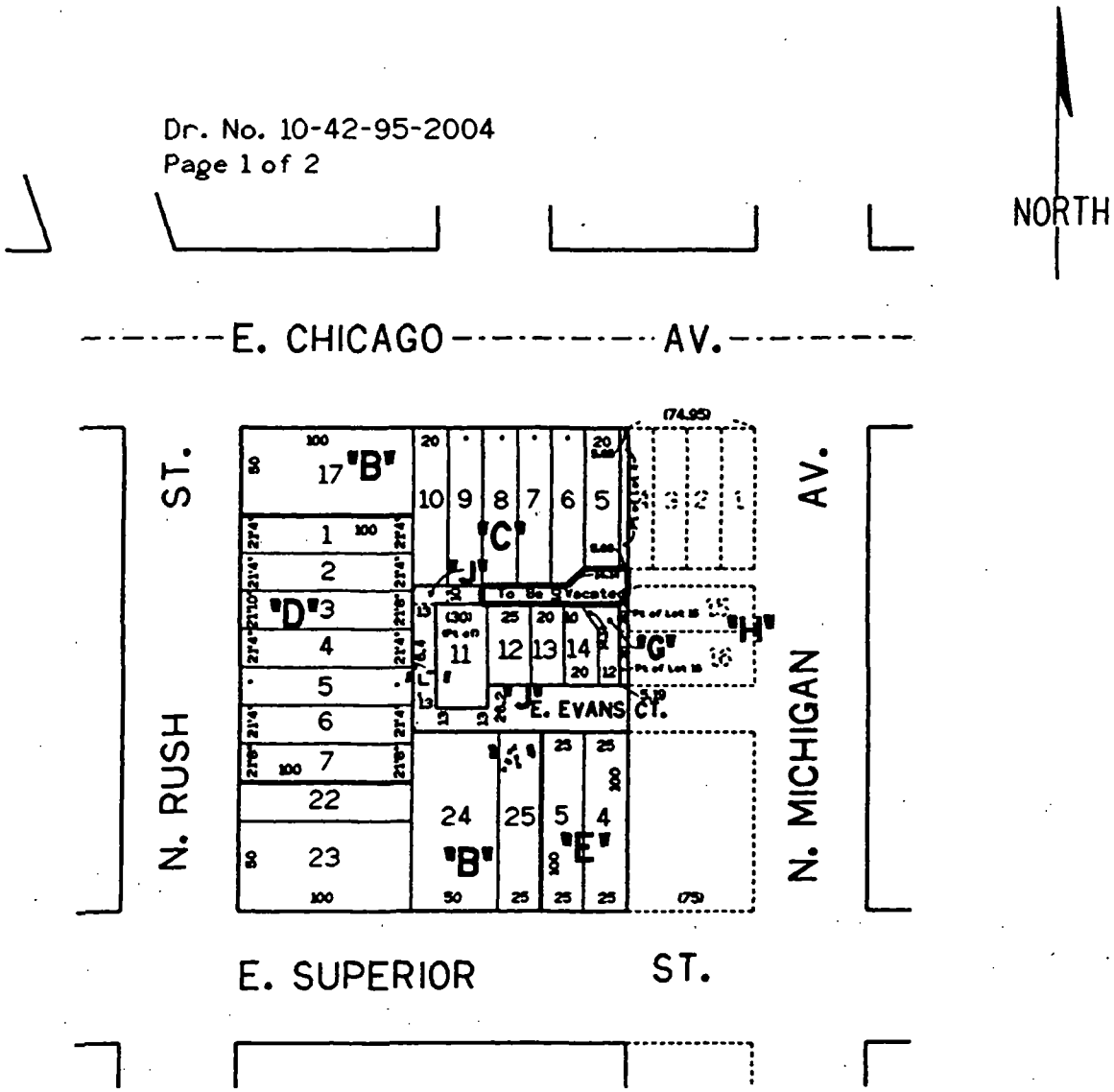
SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Thomas J. Klutznick Co. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing and Legal Description referred to in this ordinance printed on pages 15788 through 15790 of this Journal.]

Ordinance associated with this drawing printed on pages 15786 through 15787 of this Journal.

Dr. No. 10-42-95-2004
Page 1 of 2



Ordinance associated with this drawing printed on pages 15786 through 15787 of this Journal.

Legal Description.
(Page 1 of 2)

"A"

Kinzie's Addition to Chicago, being a subdivision of the north fraction of Section 10-39-14.

"B"

Assessor's Division of parts of Blocks 33 and 53 and Blocks 39, 46 and 47 in Kinzie's Addition to Chicago, etc. (See "A").

"C"

Butler's Subdivision of the northeast corner of Block 53 in Kinzie's Addition to Chicago, etc. (See "A").

"D"

Subdivision of Lots 18, 19, 29 and 21 in Assessor's Division (See "B").

"E"

Flower's Resubdivision of the southeast corner of Block 53 in Kinzie's Addition to Chicago, etc. (See "A").

Ordinance associated with this drawing printed on pages 15786 through 15787 of this Journal.

Legal Description.
(Page 2 of 2)

"F"

Ordinance for opening alley, passed March 2, 1891, confirmed June 21, 1892, Warrant No. 15249, Order of Possession.

"G"

Vacated by ordinance passed December 22, 1937.

Recorded February 18, 1938 Document Number 12121471

"H"

Ordinance for widening of North Michigan Avenue, from East Randolph Street to East Chicago Avenue passed July 1913, Order of Possession entered March 25, 1924, Docket No. 33202.

"J"

Vacated by ordinance passed August 2, 1995.

Recorded November 29, 1995 Document Number 95-823234

Dr. No. 10-42-95-2004

CONSIDERATION FOR INSTALLATION OF RECESSED BAY AT 1106 -- 1116 WEST MADISON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to give consideration to the installation of a recessed bay at 1106 -- 1116 West Madison Street. This order was referred to the committee on January 10, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a recessed bay to be located from 1106 through 1116 West Madison Street.

AUTHORIZATION FOR ISSUANCE OF PERMITS TO THE JOHN BUCK COMPANY FOR INSTALLATION OF RECESSED CURB LANE ADJACENT TO 611 NORTH RUSH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to issue the necessary permits for the installation of a recessed curb lane on the east side of North Rush Street, north of East Ohio Street. This order was referred to the committee on January 10, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 Department of Transportation is hereby authorized and directed to issue the necessary permits to The John Buck Company, 611 North Rush Street, to install a recessed curb lane on the east side of North Rush Street. The south curb will be fourteen (14) feet, six (6) inches north of East Ohio Street and the north curb will be one hundred sixty-four (164) feet, zero (0) inches north of East Ohio Street, subject to the approval of plans and the condition that the adjoining property owner shall assume full responsibility for maintenance and snow removal, and shall save, insure and hold harmless the City of Chicago from all liability.

PROHIBITION OF MOBILE FOOD DISPENSERS WITHIN BOUNDARIES OF FOURTEENTH WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance prohibiting any person from engaging in the occupation of mobile food dispenser in the 14th Ward. This ordinance was referred to the committee on January 10, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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. Pursuant to Section 4-8-291 of the Municipal Code of the City of Chicago, no person shall engage in the occupation of mobile food dispenser within the following area:

beginning at the intersection of South St. Louis Avenue and West Marquette Road; thence north on South St. Louis Avenue to West 63rd Street; thence east on West 63rd Street to South Kedzie Avenue; thence north on South Kedzie Avenue to West 59th Street; thence west on West 59th Street to the centerline of the Grand Trunk Western Railroad; thence north on the centerline of the Grand Trunk Western Railroad to West 47th Street; thence west on West 47th Street to South Avers Avenue; thence north on South Avers Avenue to West 46th Street; thence west on West 46th Street to South Pulaski Road; thence south on South Pulaski Road to West 47th Street; thence west on West 47th Street to the centerline of the Belt Railway of Chicago; thence north on the centerline of the Belt Railway of Chicago to the Adlai E. Stevenson Expressway (I-55); thence northeasterly on the Adlai E. Stevenson Expressway (I-55) to the centerline of the Atchison, Topeka and Santa

Fe Railroad; thence south on the centerline of the Atchison, Topeka and Santa Fe Railroad to West Pershing Road; thence east on West Pershing Road to South Albany Avenue; thence north on South Albany Avenue to West 38th Place; thence east on West 38th Place to South Sacramento Avenue; thence north on South Sacramento Avenue to West 38th Street; thence east on West 38th Street to South California Avenue; thence north on South California Avenue to the centerline of the Illinois Central Gulf Railroad; thence east on the centerline of the Illinois Central Gulf Railroad to South Maplewood Avenue extended; thence south on South Maplewood Avenue extended and South Maplewood Avenue to West 38th Street; thence east on West 38th Street to South Campbell Avenue; thence south on South Campbell Avenue to West 42nd Street; thence west on West 42nd Street to South Richmond Street; thence north and northwest on South Richmond Street to South Archer Avenue; thence southwesterly on South Archer Avenue to South Sacramento Avenue; thence north on South Sacramento Avenue to West 42nd Street; thence west on West 42nd Street to South Albany Avenue; thence south and southeasterly on South Albany Avenue to South Archer Avenue; thence northeasterly on South Archer Avenue to South Whipple Street; thence southeasterly and south on South Whipple Street to West Pope John Paul II Drive; thence east on West Pope John Paul II Drive to South Mozart Street; thence south on South Mozart Street to West 47th Street; thence west on West 47th Street to South Richmond Street; thence south on South Richmond Street to West 48th Place; thence east on West 48th Place to South California Avenue; thence south on South California Avenue to the centerline of the Grand Trunk Western Railroad; thence east on the centerline of the Grand Trunk Western Railroad to South Western Boulevard; thence north on South Western Boulevard to West 49th Street; thence east on West 49th Street to the centerline of the right-of-way of Conrail; thence south on the centerline of the right-of-way of Conrail to West 51st Street; thence west on West 51st Street to the centerline of the right-of-way of the Baltimore and Ohio Chicago Terminal Railroad; thence south on the centerline of the right-of-way of the Baltimore and Ohio Chicago Terminal Railroad to West 52nd Street; thence west on West 52nd Street to South Western Boulevard; thence south on South Western Boulevard to West 55th Street; thence west on West 55th Street to South California Avenue; thence south on South California Avenue to West Marquette Road; and thence west on West Marquette Road to the place of beginning.

SECTION 2. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on January 10, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Bel Ray Limited Partnership.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Bel Ray Hotel, Sarah Letts, Director of Housing (Bel Ray Limited Partnership), 4946 North Sheridan Road, owner of 3150 North Racine Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 3150 North Racine Avenue.

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

Ms. Cynthia Greer.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Cynthia Greer of 8040 South Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

Laser Land Development Company.
(525 North Ada Street)

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Laser Land Development Company, 1425 West Fullerton Avenue, Chicago, Illinois 60614, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 525 North Ada Street.

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

Laser Land Development Company.
(500 North Elizabeth Street)

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Laser Land Development Company, Joseph A. Mirro, owner of 500 North Elizabeth Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 500 North Elizabeth Street.

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

Laser Land Development Company.
(510 North Elizabeth Street)

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Laser Land Development Company, 1425 West Fullerton Avenue, Chicago, Illinois 60614, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 510 North Elizabeth Street.

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

Mr. Alfredo Linares

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to the exempt Alfredo Linares of 3555 West 26th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2641 South Pulaski Road.

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

Ms. Barbara McGee.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Barbara McGee, 10325 South Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 10325 South Western Avenue.

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

New Missionary Baptist Church.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the New Missionary Baptist Church, Reverend Fisher, owner of 1135 North Kildare Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 1135 North Kildare Avenue.

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

Pontarelli Builders.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Pontarelli Builders, 4353 West Lawrence Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities at 3907 North Harlem Avenue.

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST DICKENS AVENUE AS "RICHARD MELMAN PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Dickens Avenue, from North Lincoln Park West to North Clark Street, as "Richard Melman Place". This ordinance was referred to the committee on January 10, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December 1984, page 11460 of the Council Journal of Proceeding of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of West Dickens Avenue, between North Lincoln Park West and North Clark Street, as "Richard Melman Place".

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

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF NORTH LARAMIE AVENUE AS "REVEREND COLUMBUS EWING AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 5, 1996.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate North Laramie Avenue, from West Division Street to West Hirsch Street, as "Reverend Columbus Ewing Avenue". This order was referred to the committee on January 10, 1996.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate North Laramie Avenue, from West Division Street to West Hirsch Street, memorializing the street to "Reverend Columbus Ewing Avenue".

COMMITTEE ON ZONING.

APPROVAL OF ZONING EXCEPTION FOR CHANGE OF LICENSEE AND CONTINUED OPERATION OF TAVERN AT 6124 WEST GUNNISON STREET.

The Committee on Zoning submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 25, 1996, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for an exception for premises located at 6124 West Gunnison Street.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-133, 11582, 11666, 11571 and 11697.

I beg leave to recommend the committee's unfavorable recommendation on two applications which were voted on as do not pass. They are Application Numbers 11695 and 11703.

Also, please let the record reflect that Alderman Ray Suarez refrained from voting on Application Number 11582, under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of the one application for an exception, and on Application Numbers TAD-133, 11682 and 11666, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Friendly Tavern, Albert Rusin, owner, as licensee, filed on November 29, 1995, 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 R3 General Residence District, on the premises at 6124 West Gunnison Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered November 29, 1995 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 and 11.7A 1-1."

; 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 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 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 two-story building, on premises at 6124 West Gunnison 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, Friendly Tavern, Albert Rusin, owner, 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.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY CREATION OF SD-7 CENTRAL LAKEVIEW SPECIAL DISTRICT IN AREA SHOWN ON MAP NUMBER 7-G AND BY ADDITION OF NEW SECTION 10A-1.7 SETTING FORTH PURPOSE AND REGULATIONS PERTAINING THERETO.

The Committee on Zoning submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 25, 1996, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for an exception for premises located at 6124 West Gunnison Street.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-133, 11582, 11666, 11571 and 11697.

I beg leave to recommend the committee's unfavorable recommendation on two applications which were voted on as do not pass. They are Application Numbers 11695 and 11703.

Also, please let the record reflect that Alderman Ray Suarez refrained from voting on Application Number 11582 under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of one application for an exception, and on Application Numbers TAD-133, 11682 and 11666, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Central Lakeview is defined as the area of the City of Chicago bounded on the north by West Belmont Avenue; on the east by North Sheffield Avenue; on the south by West Diversey Parkway; and on the west by North Racine Avenue; and

WHEREAS, Central Lakeview is a neighborhood of predominantly single-family, two-family and three-family dwellings where taller multi-family buildings are an exception; and

WHEREAS, Special supplemental zoning requirements are needed to maintain the neighborhood's attractive scale of residential buildings and to reduce conflicts between new construction and existing development; and

WHEREAS, The Central Lakeview Neighborhood Association and the Chicago Department of Planning and Development have inventoried the neighborhood to identify lot sizes, residential densities, building heights, building orientation and yard sizes as the basis for supplemental zoning requirements for new construction; now, therefore,

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

SECTION 1. That the Chicago Zoning Ordinance be amended by creating a new SD-7 Central Lakeview Special District in addition to the R4 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

a line 100 feet south of and parallel to West Belmont Avenue; the alley next east of and parallel to North Racine Avenue; the alley next south of and parallel to West Belmont Avenue; the alley next west of and parallel to North Sheffield Avenue; the alley next north of and parallel to West Diversey Parkway; North Racine Avenue; a line 48 feet south of West George Street; the alley next east of and parallel to North Racine Avenue; West George Street; and North Racine Avenue. Excluding that area bounded by a line 97.5 feet north of West Barry Avenue; North Kenmore Avenue; West Barry Avenue; and the alley next west of and parallel to North Kenmore Avenue.

SECTION 2. That the Chicago Zoning Ordinance be amended in Article 10A-1 by adding the following language in its entirety:

10A-1.7 Central Lakeview Special District.

10A-1.7-1 Preamble.

The SD-7 Central Lakeview Special District is intended to conserve the existing low-density residential character of the Central Lakeview neighborhood. The existing pattern of development is single-family, two-family and three-family dwellings within two- and three-story structures. The SD-7 District seeks to maintain the neighborhood's existing scale and to limit construction of taller four- and five-story buildings. In addition, the district regulations seek to maintain the street-front orientation of existing homes by requiring this orientation for new construction and to preserve private open spaces by requiring slightly larger rear yards.

10A-1.7-2 Height Limits -- Central Lakeview Special District.

New residential construction shall not exceed 36 feet in height as measured by the vertical distance from the curb level, or its equivalent, to the top of the ceiling joists of the highest habitable room. Where no curb level has been established, the height of a building may be measured from the mean elevation of the finished lot grade at the front of the building. Such measurements shall be taken at the center of the building. Chimneys, heating and cooling equipment, parapets, or similar structures shall not be measured as part of the building height.

10A-1.7-3 Building Orientation -- Central Lakeview Special District.

All new residential construction in the district shall have a principal entrance or the design of a principal entrance oriented toward the public street. Such orientation or apparent orientation shall be evidenced by a principal doorway (excluding garage doors), front yard, or front porch. All parking shall be located and accessed off the alley except where the zoning lot lacks alley access and an exception or variance is granted.

10A-1.7-4 Minimum Rear Yard -- Central Lakeview Special District.

The rear yard shall be a minimum of 30 percent of the lot depth, or 30 feet, whichever is greater. However, the following accessory structures may be permitted obstructions within required rear yards: parking, open terraces or patios no more than four feet above grade, accessory sheds and tool rooms, and other accessory structures as permitted by section 5.7-5. Attached garages shall comply with the setback requirements.

10A-1.7-5 Underlying Zoning Requirements.

Except as provided by this Special District, all other regulations of the underlying R4 General Residence District shall apply. Any pre-existing non-conforming building, structure or use shall have the rights and privileges authorized by Article 6 of the Chicago Zoning Ordinance.

10A-1.7-6 Exceptions.

In addition to the exceptions authorized by section 11.7A-1, the Zoning Administrator is hereby authorized to consider and decide requests for exceptions from the requirements of the Special District in the following instances:

(1) To permit an increase of up to 10 percent in the building height.

(2) To permit exceptions from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions.

(3) To permit reductions of rear yard requirements consistent with section 11.7A-3 of the Chicago Zoning Ordinance.

The Zoning Administrator shall make findings of fact that the granting of the exception will not be detrimental to the public welfare nor injurious to other property or improvements in the Special District.

10A-1.7-7 Variations.

In addition to the variations authorized by section 11.7-4, the Zoning Board of Appeals is hereby authorized to consider and grant variations from the requirements of this Special District in the following instances:

(1) To permit an increase of up to 10 percent in the building height.

(2) To permit exceptions from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions.

(3) To permit reductions of rear yard requirements consistent with section 11.7-4 of the Chicago Zoning Ordinance.

Variations shall be granted only in accordance with the standards set forth in section 11.7-3.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREAS SHOWN ON MAP NUMBERS 9-G AND 20-B.

The Committee on Zoning submitted the following report:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 25, 1996, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for an exception for premises located at 6124 West Gunnison Street.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-133, 11582, 11666, 11571 and 11697.

I beg leave to recommend the committee's unfavorable recommendation on two applications which were voted on as do not pass. They are Application Numbers 11695 and 11703.

Also, please let the record reflect that Alderman Ray Suarez refrained from voting on Application Number 11582 under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of the one application for an exception, and on Application Numbers TAD-133, 11682 and 11666, for

which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor 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 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-3 Local Retail District symbols and indications as shown on Map No. 9-G in the area bounded by:

West Grace Street; North Wilton Avenue; a line 100 feet south of and parallel to West Grace Street; and a line 60.12 feet west of and parallel to North Wilton 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 20-B.
(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 R2 Single-Family Residence District symbols and indications as shown on Map No. 20-B in the area bounded by:

> a line 592.53 feet north of West Talcott Avenue (as measured along the centerline of North Oketo Avenue extended on the north line of West Peterson Avenue (extended)); a line 87.72 feet west of and parallel to North Odell Avenue (as measured along the south line of West Peterson Avenue); West Talcott Avenue; and North Odell Avenue (extended),

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be further amended by changing all the R4 General Residence District symbols and indications in the area bounded by:

> a line 592.53 feet north of West Talcott Avenue (as measured along the centerline of North Oketo Avenue extended on the north line of West Peterson Avenue (extended)); a line 87.72 feet west of and parallel to North Odell Avenue (as measured along the south line of West Peterson Avenue); West Talcott Avenue; and North Odell Avenue (extended),

to the designation of an Institutional Planned Development and corresponding use districts are hereby established in the above described area, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development referred to in this ordinance reads as follows:

Institutional Planned Development.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development

(the "Planned Development") consists of approximately 239,056 square feet (approximately 5.48 acres) of real property which is depicted on the attached Property Line and Planned Development Boundary Map (the "Property") and is owned or controlled by the applicant, Resurrection Health Care Corporation, an Illinois not-for-profit corporation (the "Applicant").

2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise), shall be made or authorized by all the owners of the Property and any ground lessors.

4. This Planned Development consists of fifteen (15) Statements; a Bulk Regulations and Data Table, an Existing Zoning Map, an Existing Land-Use Map, a Property Line and Planned Development Boundary Map, a Site Plan and Building Elevations prepared by Loebl Schlossman & Hackl ("L.S.H.") dated January 11, 1996 (the "Site Plan"), building elevations prepared by L.S.H. dated January 11, 1996 (the "Building Elevations"), and the Landscape Plan prepared by Wehler, Peterson & Associates, Ltd., dated January 11, 1996 (the "Landscape Plan"). Full size sets of the Site Plan, the Landscape Plan and the Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements

thereof, and satisfies the established criteria for approval as a planned development.

5. The permitted uses in the Planned Development are all levels of nursing care (including, but not limited to, sheltered, intermediate and skilled care), parking, and related uses.

6. Identification and other necessary signs shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs, shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development, subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of four percent (4%) of all parking spaces shall be designated for parking for the handicapped.

8. Any service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.

9. In addition to the provisions of the Bulk Regulations and Data Table, the height restriction for any new construction shall be subject to:

   (a) height limitations as certified on form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

   (b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation, and Department of Law, and approved by the City Council.

10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment rooms in

excess of 5,000 square feet in a single location, regardless of placement in the building, shall be excluded.

11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

12. The improvements in the Planned Development, including all landscaping and entrances and exits to the parking areas, shall be designed, installed and maintained in substantial conformance with the Site Plan, the Building Elevations and the Landscape Plan and the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Any future additions to the building shall be architecturally compatible with the existing building and shall be located within the boundaries designated on the Site Plan.

13. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development ordinance. Any such modification shall be deemed to be a minor change in the Planned Development ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all new buildings to be located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

15. Unless substantial construction of the proposed skilled nursing facility (as depicted on the Site Plan) has commenced within ten (10) years of the adoption of this Planned Development and is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned

Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first (1st) day of which, as applied to this Planned Development, shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall revert to the zoning as its was on the day before the passage of this Planned Development ordinance (R2 Single-Family Residence District), as depicted upon the attached Existing Zoning Map.

Existing Zoning Map; Existing Land-Use Map; Property Line and Planned Development Boundary Map; Site Plan; Building Elevation Drawings; and Landscape Plan referred to in these Plan of Development Statements printed on pages 15818 through 15824 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development.

Bulk Regulations And Data Table.

1.	Net Site Area:	239,056 square feet; approximately 5.488 acres.
2.	Gross Site Area:	251,860 square feet; approximately 5.7819 acres [Gross Site Area (251,860 square feet) = Net Site Area + Area in Public Right-of-Way].
3.	Maximum Floor Area Ratio:	0.6.

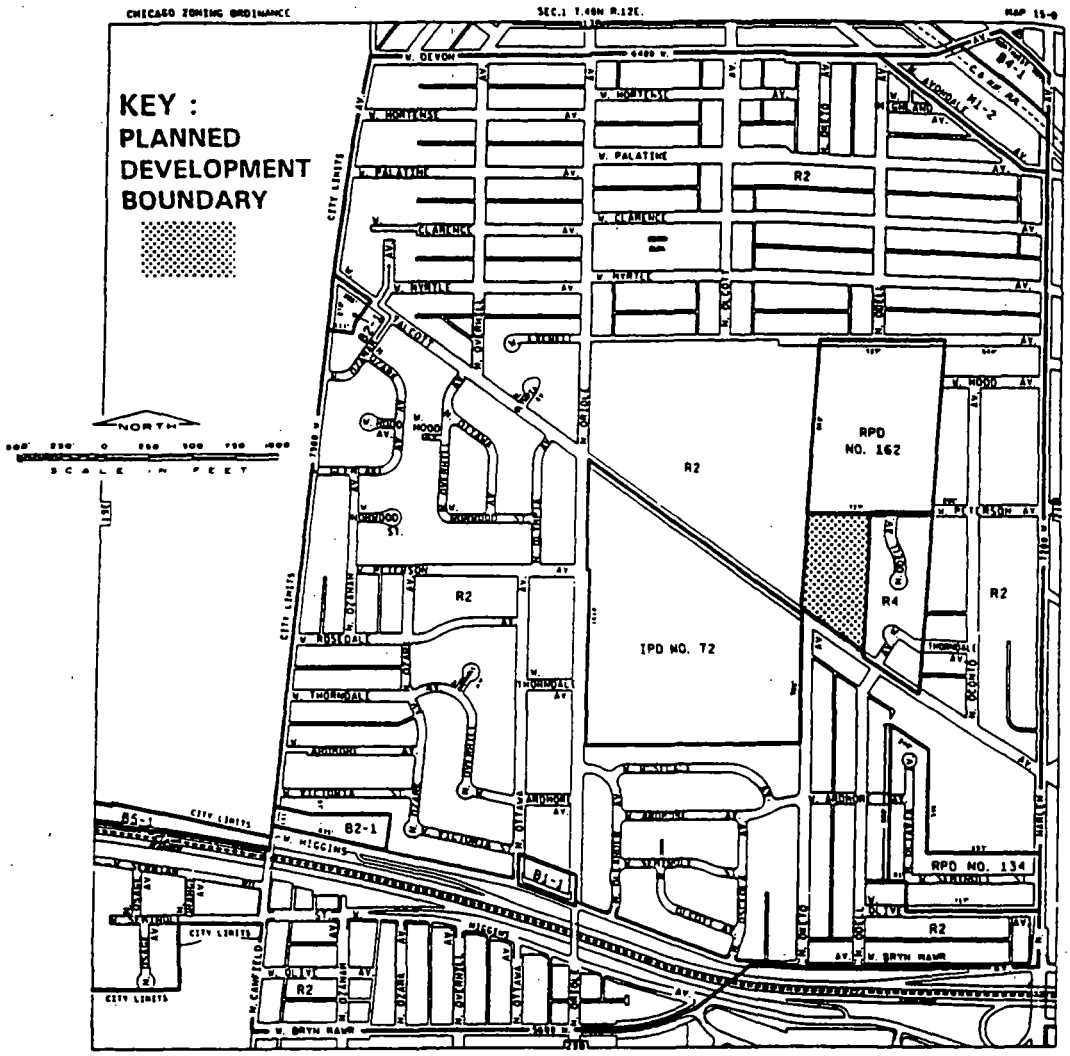
4.	Maximum Percentage of Land Coverage:	In substantial conformance with the Site Plan and the Landscape Plan.
5.	Minimum Number of Off-Street Parking Spaces:	57; parking spaces for future additions to be determined in accordance with R4 Zoning District requirements.
6.	Minimum Number of Off-Street Loading Spaces:	1; loading spaces for future additions to be determined in accordance with R4 Zoning District requirements.
7.	Maximum Number of Beds:	200.
8.	Minimum Periphery Setbacks:	In substantial conformance with the Site Plan and the Landscape Plan.
9.	Minimum Distance Between Buildings:	0.
10.	Maximum Building Height (excluding antennas, religious symbols such as crosses, and other non-structural appurtenances):	45 feet.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

(Continued on page 15825)

Existing Zoning Map.



RESIDENCE DISTRICTS

R1 SINGLE-FAMILY RESIDENCE DISTRICT
R2 SINGLE-FAMILY RESIDENCE DISTRICT
R3 GENERAL RESIDENCE DISTRICT
R4 GENERAL RESIDENCE DISTRICT
R5 GENERAL RESIDENCE DISTRICT
R6 GENERAL RESIDENCE DISTRICT
R7 GENERAL RESIDENCE DISTRICT
R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

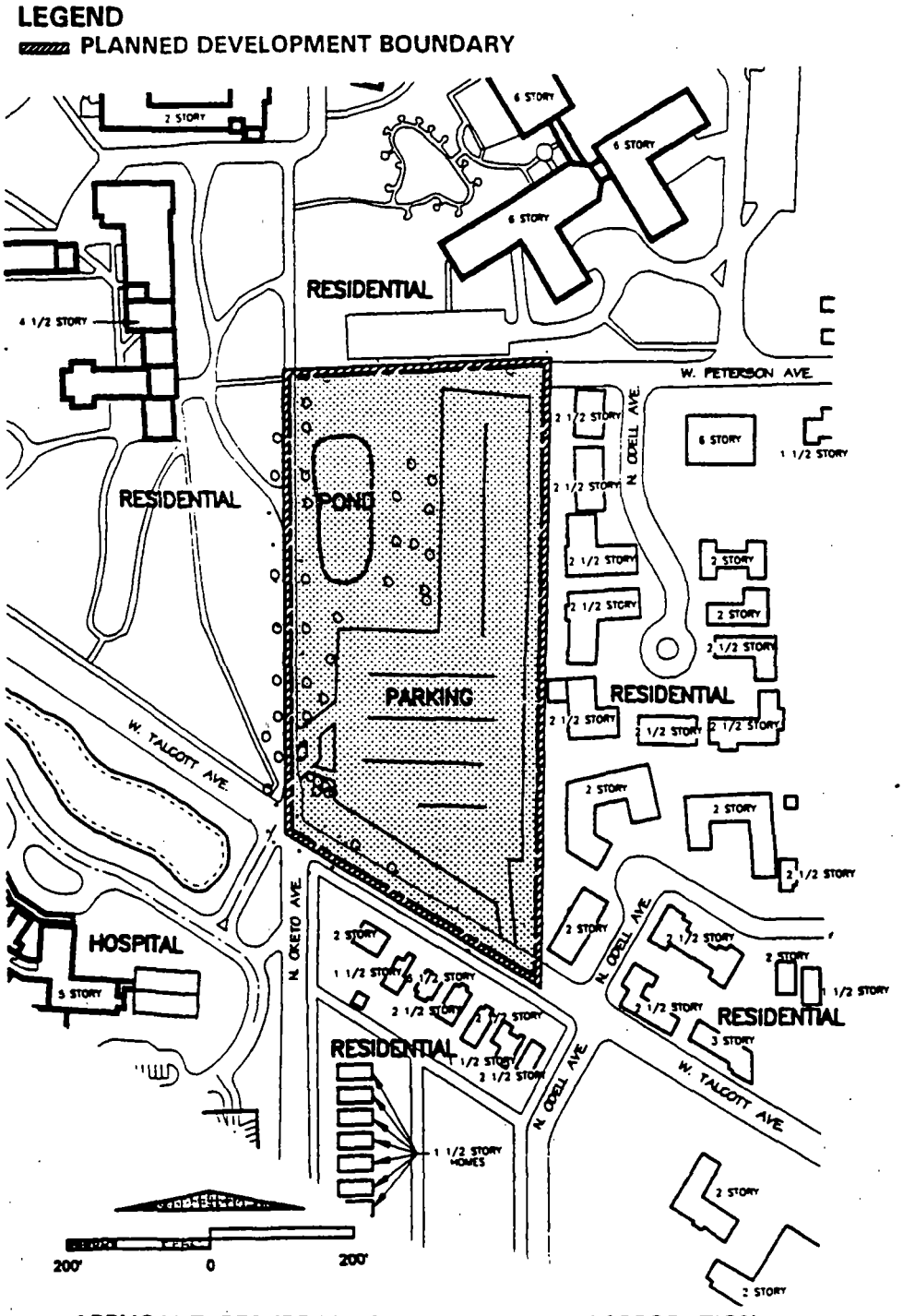
M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

APPLICANT: RESURRECTION HEALTH CARE CORPORATION

DATE : OCTOBER 31, 1995

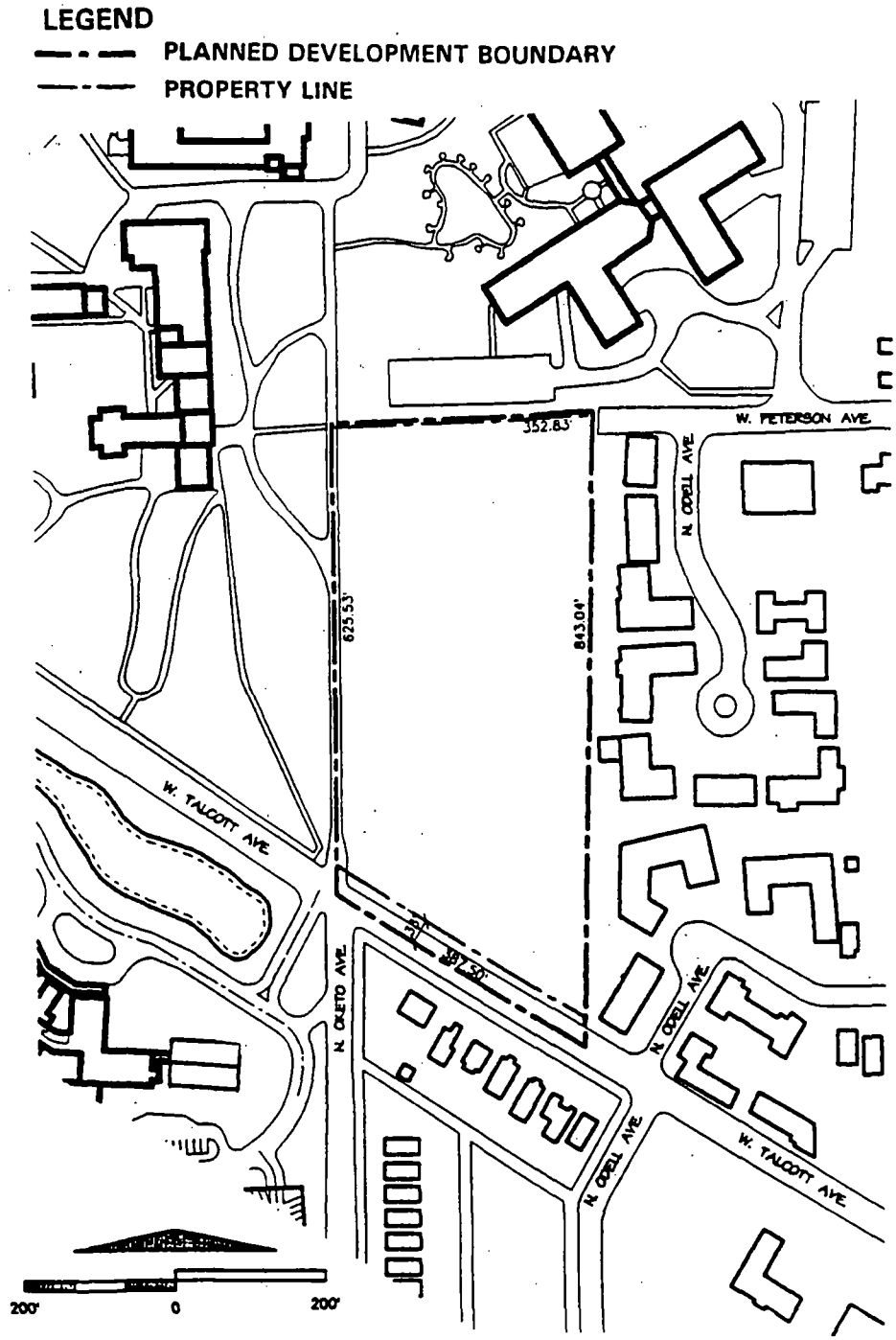
REVISED : JANUARY 11, 1996

Existing Land-Use Map.



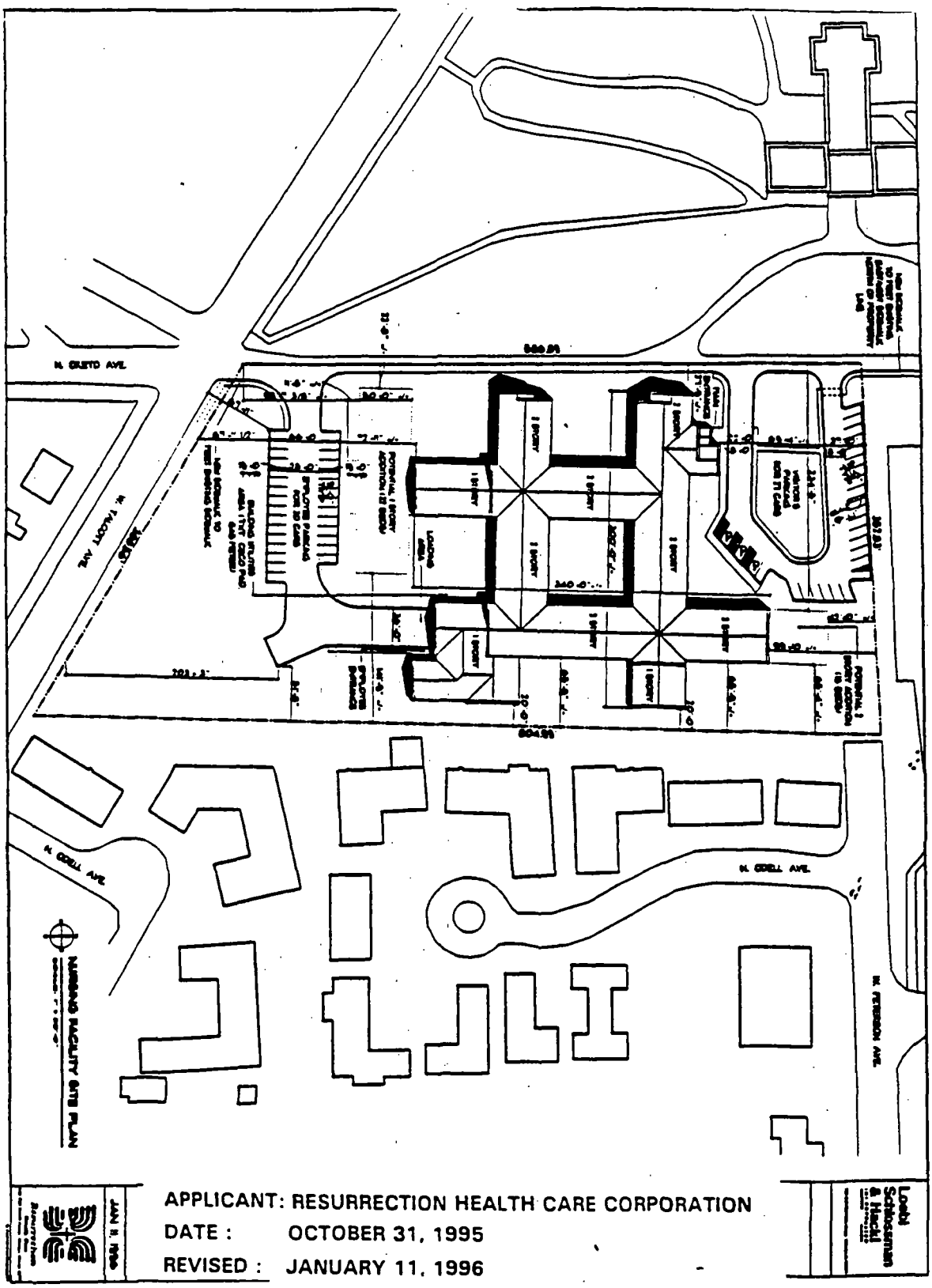
APPLICANT: RESURRECTION HEALTH CARE CORPORATION
DATE : OCTOBER 31, 1995
REVISED : JANUARY 11, 1996

Property Line And Planned Development Boundary Map.

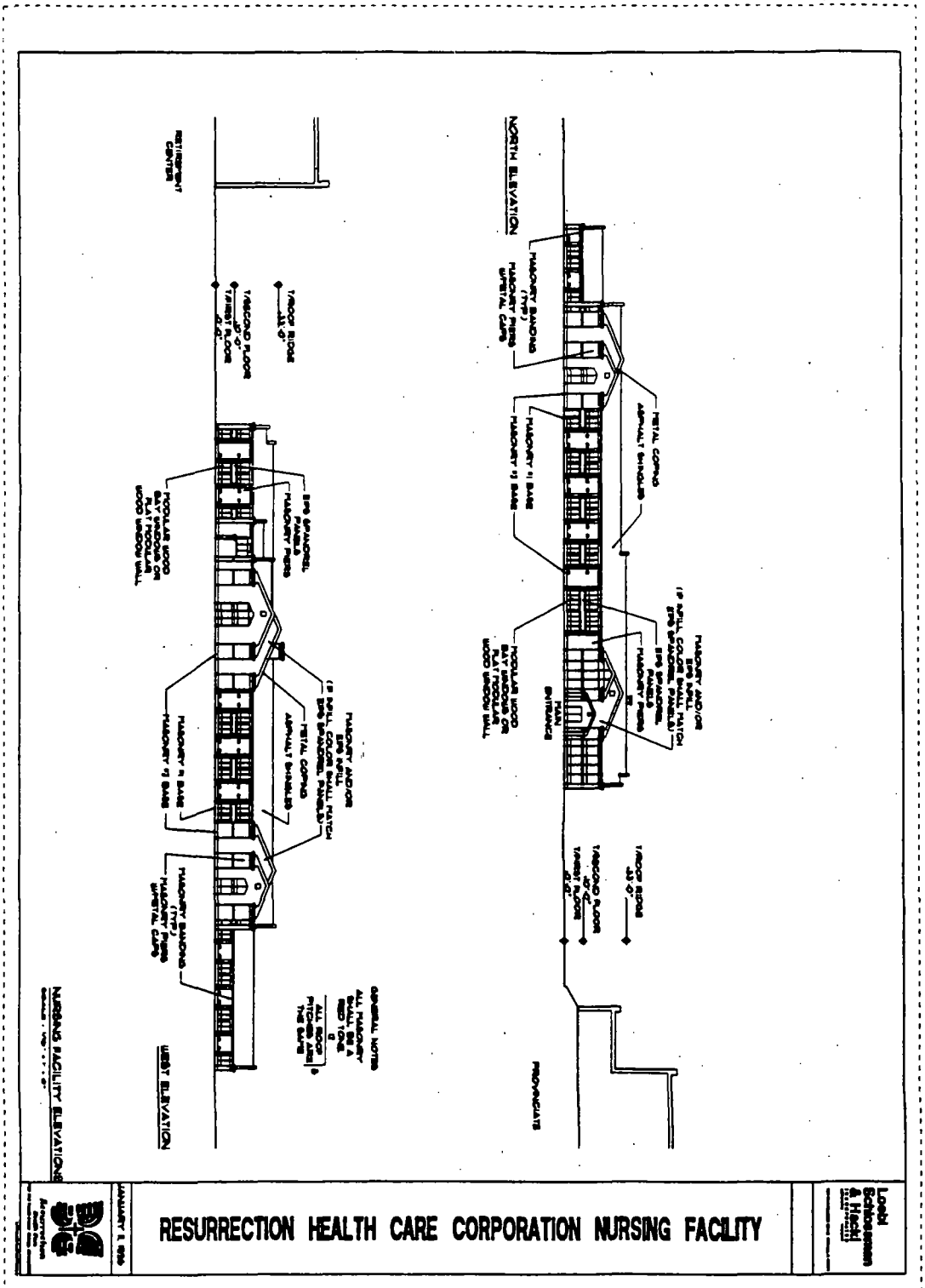


APPLICANT: RESURRECTION HEALTH CARE CORPORATION
DATE : OCTOBER 31, 1995
REVISED : JANUARY 11, 1996

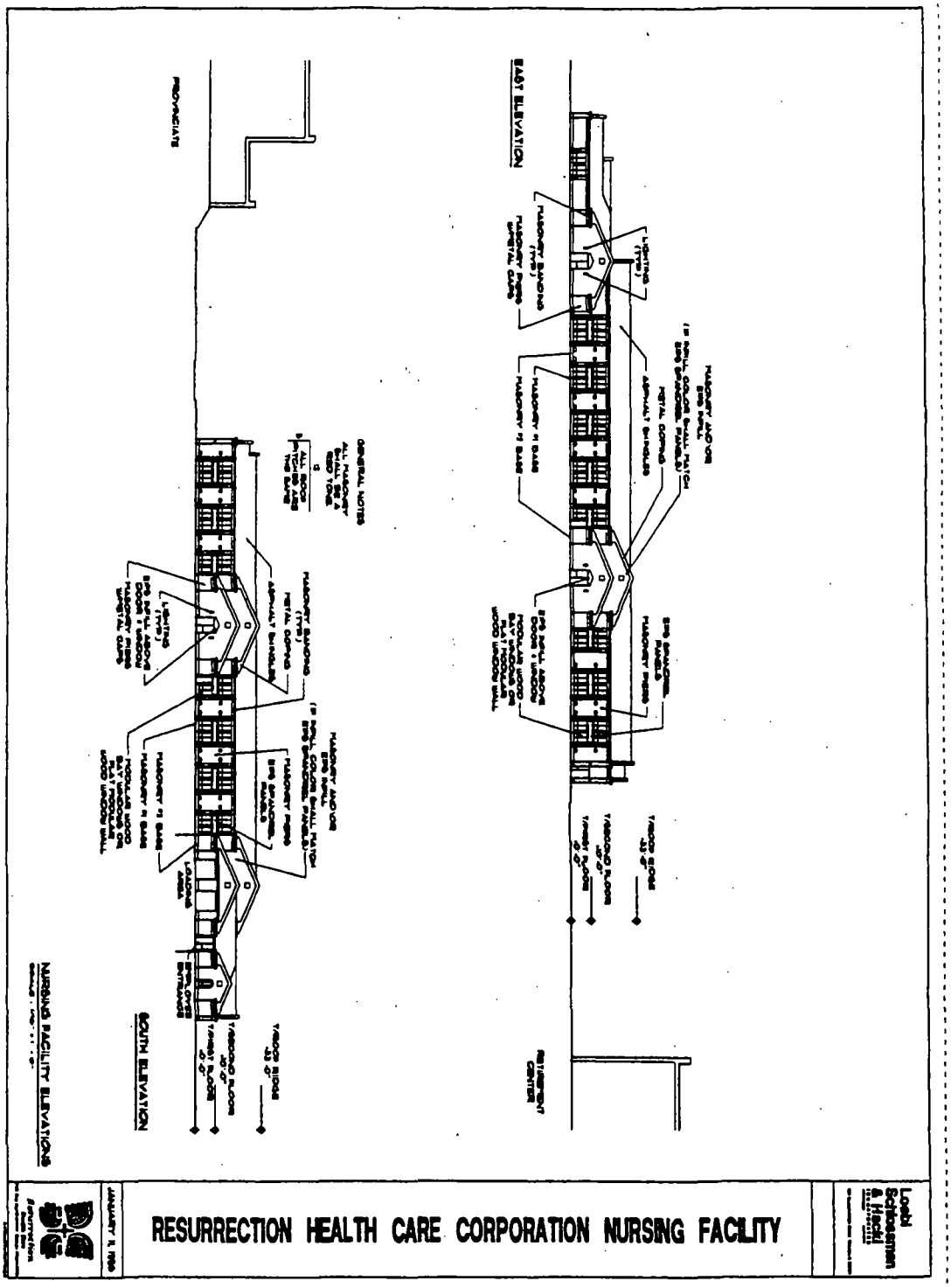
Site Plan.


N. OLETO AVE.
N. LACROSSE AVE.
N. ODELL AVE.
N. PETERSON AVE.
NURSING FACILITY SITE PLAN
APPLICANT: RESURRECTION HEALTH CARE CORPORATION
DATE : OCTOBER 31, 1995
REVISED : JANUARY 11, 1996

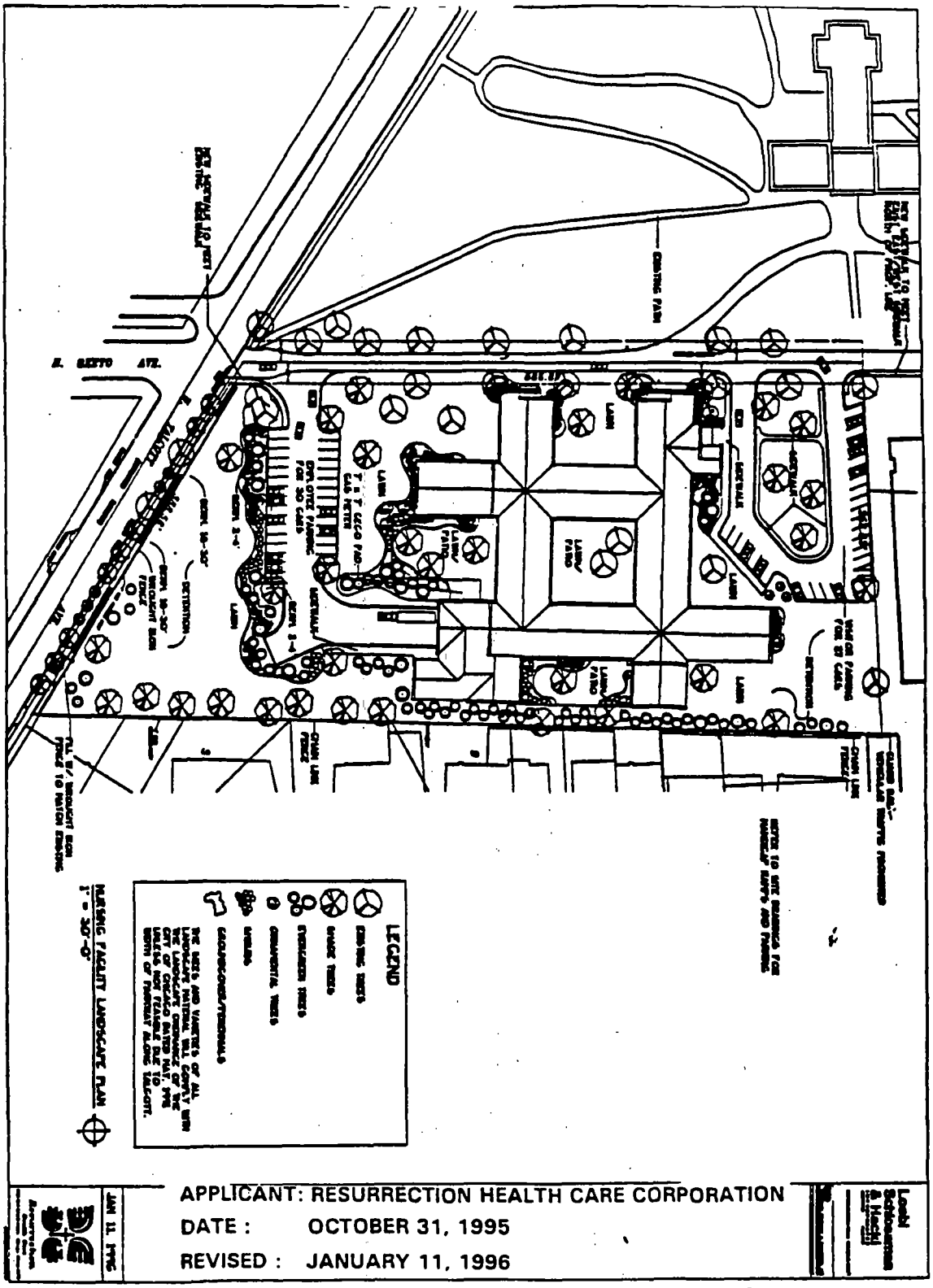
Building Elevation Drawings.
(1 of 2)



Building Elevation Drawings.
(2 of 2)



Landscape Plan.



(Continued from page 15817)

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 25, 1996, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for an exception for premises located at 6124 West Gunnison Street.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-133, 11582, 11666, 11571 and 11697.

I beg leave to recommend the committee's unfavorable recommendation on two applications which were voted on as do not pass. They are Application Numbers 11695 and 11703.

Also, please let the record reflect that Alderman Ray Suarez refrained from voting on Application Number 11582, under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of the one application for an exception, and on Application Numbers TAD-133, 11682 and 11666, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (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 M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

West Hubbard Street; North Ada Street; the alley next south of and parallel to West Hubbard Street; and a line 76.42 feet west of and parallel to North Ada Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.
(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 B3-3 General Retail District symbols and indications as shown on Map No. 1-H in the area bounded by:

the public alley next north of and parallel to West Madison Street; a line 83.79 feet east of and parallel to North Leavitt Street; West Madison Street; and North Leavitt Street,

to those of a B5-3 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-I in the area bounded by:

West Ohio Street; the public alley next east of and parallel to North Campbell Avenue; a line 141 feet south of and parallel to West Ohio Street; and North Campbell 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-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 1-K in the area bounded by:

the alley next north of and parallel to West Superior Street; a line 30.478 feet east of North Kilpatrick Avenue; West Superior Street; and North Kilpatrick 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 3-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. 3-G in the area bounded by:

a line 24.7 feet north of West Walton Street; North Noble Street; West Walton Street; and the alley next west of and parallel to North Noble Street,

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 3-I.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 and R5 General Residence Districts and B2-2 Restricted Retail District symbols and indications as shown on Map No. 3-I in the area bounded by:

North Mozart Street, between West Cortez Street and West Thomas Street; West Thomas Street, between North Mozart Street and North Francisco Avenue; North Francisco Avenue (north of West Thomas Street); a line 246.36 feet north of West Thomas Street, running between West Thomas Street and the public alley that runs parallel to and between North Richmond Street and West Thomas Street; a line 75.09 feet north of West Thomas Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and West Thomas Street; North Richmond Street, north of West Thomas Street; a line 439.25 feet north of West Thomas Street, between West Thomas Street and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; the public alley between North Sacramento Boulevard and North Richmond Street; a line 50.05 feet north of West Thomas Street and between North Sacramento Boulevard and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; North Sacramento Boulevard, between a line 50.05 feet north of West Thomas Street and a line 113.14 feet south of West Cortez Street; a line 113.14 feet south of West Cortez Street, between North Sacramento Boulevard and the public alley that

runs parallel to and between North Sacramento Boulevard and North Richmond Street; a line 163.21 feet south of West Cortez Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and North Sacramento Boulevard; a line 200.36 feet south of West Cortez Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and North Francisco Avenue; a line 100.19 feet south of West Cortez Street, from North Francisco Avenue to the public alley that runs between North Francisco Avenue and the public alley that runs parallel to and between North Francisco Avenue and North Richmond Street; a line 150.27 feet south of West Cortez Street, between North Francisco Avenue and the public alley that runs parallel to and between North Francisco Avenue and North Mozart Street; and West Cortez Street, between North Mozart Street and the public alley that runs parallel to and between North Mozart Street and North Francisco Avenue,

to those of an Institutional Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development referred to in this ordinance reads as follows:

Institutional Planned Development.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 300,406 square feet (6.99 acres) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and is owned by the Applicant, Norwegian American Hospital, Inc..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise), shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of 14 Statements; a Bulk Regulations and Data table; and the following exhibits:

   (a) an Existing Zoning Map;

   (b) an Existing Land-Use Map;

   (c) a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map;

   (d) a Generalized Land-Use Plan;

   (e) a Site Plan for the proposed Medical Office Building;

   (f) Building Elevations of the proposed Medical Office Building; and

(g) Landscape Plans for the Existing Hospital, Medical Office Building and North Parking Lot.

Reduced copies of the Site Plan, Building Elevations and Landscape Plan, prepared by Engberg, Anderson, Inc., dated November 16, 1995, are attached hereto and full sized copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses shall be permitted in the area delineated herein as Institutional Planned Development:

hospital; medical and dental clinics; clinical and research laboratories; medical and related offices; housing for nurses, interns, residents and physicians; accessory retail; accessory parking and other accessory uses, including broadcast and telecommunications structures, equipment and installations, including parabolic transmitting and receiving antennae such as earth station antennae which may be up to eight (8) feet in diameter.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development, subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

8. Any service drive, fire lanes or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review

and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

9. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:

   (a) height limitations as certified and approved by the Federal Aviation Administration; and

   (b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from Floor Area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment in excess of 5,000 square feet in a single location, regardless of placement in the building, shall be excluded.

11. The new improvements on the Property, including landscaping adjacent to the exterior of these new improvements within the property line and the landscaping along the rights-of-way adjacent to these new improvements, shall be designed, constructed and maintained in substantial conformance with the exhibits listed in Statement 4 and with the parkway tree planting provisions of the Chicago Zoning Ordinance and corresponding guidelines. All areas designated on the Generalized Land-Use Map as "future development sites" which are not presently improved as parking areas shall be planted with grass or sod and shall be maintained in a clean condition as green space until future development is approved pursuant to the provisions of Statement 12 hereof. All fencing in the Planned Development shall be in accordance with the following:

   (a) existing cyclone fencing installed to satisfy city fencing ordinances may remain until the property so fenced is developed;

   (b) with respect to new fencing:

(i) where a parking lot abuts a residential property, wood fencing that will minimize car lights will be installed;

(ii) for security purposes, cyclone fences will be permitted along alleys; and

(iii) in all other instances, wrought iron fencing will be installed.

12. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") for development or redevelopment of the Property other than the proposed Medical Office Building and other than alterations to existing buildings which do not increase their height or alter their footprint, a site plan for the proposed development shall be submitted to the Commissioner of the Department of Planning and Development (the "Commissioner") for approval. Review and approval of the site plan by the Commissioner is intended to assure that specific development proposals conform with this Planned Development. No Part II approval for work for which a site plan must be submitted to the Commissioner shall be granted until the site plan has been approved.

If the site plan substantially conforms with the provisions of this Planned Development, the Commissioner shall approve said plan in writing within thirty (30) days of the submission of a complete application for approval thereof. If the Commissioner fails to make a written determination on a site plan within thirty (30) days after the submission of a completed application, then the site plan shall be deemed approved by the Commissioner. If the Commissioner determines within said thirty (30) day period that the site plan that was submitted does not substantially conform with the provisions of this Planned Development, the Commissioner shall advise the Applicant in writing of the reasons for disapproval thereof no later than fourteen (14) days after the expiration of the thirty (30) day period. The Commissioner shall thereafter make a final written determination on any resubmission within fourteen (14) days of its filing. The failure of the Commissioner to make a final written determination on any resubmission within fourteen (14) days of its filing shall be deemed an approval of the site plan by the Commissioner.

Following approval of a site plan by the Commissioner, the approved plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

After approval of a site plan by the Commissioner, the approved site plan may be changed or modified pursuant to the provisions of Statement 14.

In the event of an inconsistency between the approved site plan and the terms of this Plan of Development, the terms of the Plan of Development shall govern.

A site plan shall, at a minimum, provide the following information:

(1) the boundaries of the site;

(2) the footprint of the proposed improvements;

(3) location and dimensions of all loading berths;

(4) all proposed landscaping, including species and size;

(5) all pedestrian circulation routes;

(6) elevations of the improvements; and

(7) statistical information applicable to the property limited to the following:

(a) floor area and floor area ratio;

(b) uses to be established;

(c) building heights; and

(d) all setbacks, required and provided.

A site plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. Factors to be considered by the Commissioner in determining conformance of the site plan submittal to the provisions of this Planned Development include the following: (1) consistency of the proposed setbacks with those in the immediate vicinity; (2) the adequacy of setbacks or fencing as buffers between residential and non-residential uses; (3) the extent to which the height of any proposed structure is compatible with the building height of other buildings within the Planned Development and in the immediate vicinity; (4) the extent to which the architectural character of a proposed structure is compatible with other buildings in the Planned Development and in the immediate vicinity; and (5) the consistency of proposed landscaping with the provisions of the

Chicago Landscape Ordinance and other existing landscape treatments within the Planned Development.

An application for approval of a site plan shall be deemed complete if the Applicant submits to the Commissioner an application for approval which contains all the information in this statement and the Commissioner does not advise the Applicant in writing within ten (10) working days of the submission thereof that the submitted application is incomplete and the specific information required to render the application complete.

13. The Applicant acknowledges that it is the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

14. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these Statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; Generalized Land-Use Plan; Site Plan; Building Elevation Drawings; and Landscape Plan referred to in these Plan of Development Statements printed on pages 15838 through 15846 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development.

Bulk Regulations And Data Table.

Net Area	Maximum Floor Area Ratio	Maximum Percent Land Coverage	Minimum Periphery Set Backs Medical Office Building
290,626 square feet (6.99 acres)	1.3	30%	In substantial conformance with the Site Plan Future Development: See Statement 12

Gross Site Area, 519,118 square feet (12.08 acres) = Net Site Area, 290,626 square feet (6.99 acres) + Public Rights-of-Way, 218,712 square feet (5.09 acres).

Peak Population.

1. Number of Hospital Beds: 240.

2. Peak Employees: 850 plus those employed in the Medical Office Building.

3. Doctors on Staff with Hospital Privileges: 240.

4. Average Number of Doctors at the Hospital at a given time: 40.

Parking.

Minimum number of off-street parking spaces: 490 for Existing Improvements and Proposed Medical Office Building. Parking for future development will be provided in accordance with R4 parking requirements in the Zoning Ordinance.

Loading.

Existing Hospital and Medical Office Building: 1.

Minimum number of off-street loading spaces for future development shall be provided in accordance with R4 loading requirements in the Zoning Ordinance.

Maximum Building Height.

75 feet.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 4-E in the area commonly known as:

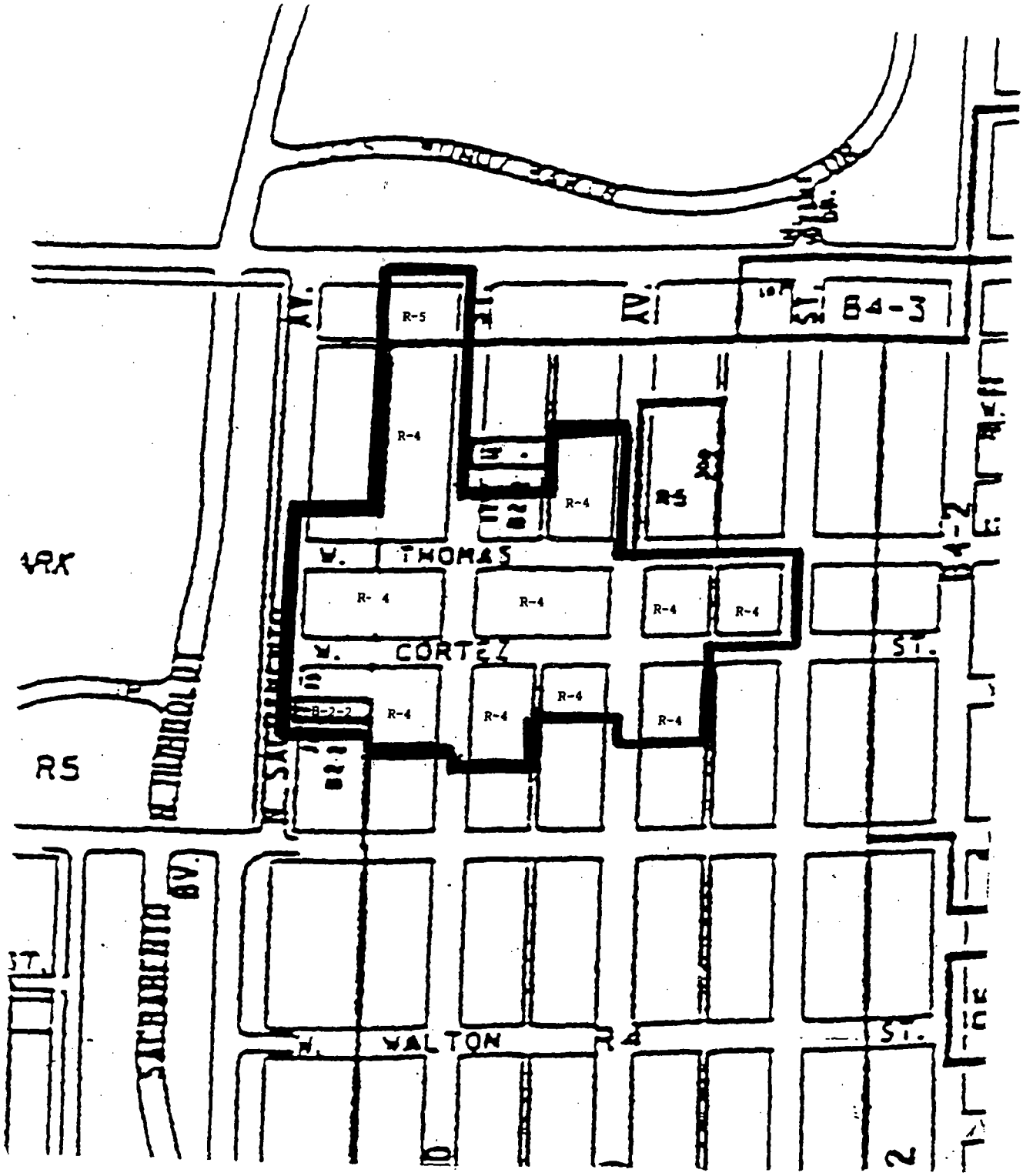
The Adler Planetarium, including all of vacated Achsah Bond Drive, lying 5,146.44 feet east of the east line of South State Street; Adler Place Drive; and the Doane Observatory,

to those of an Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

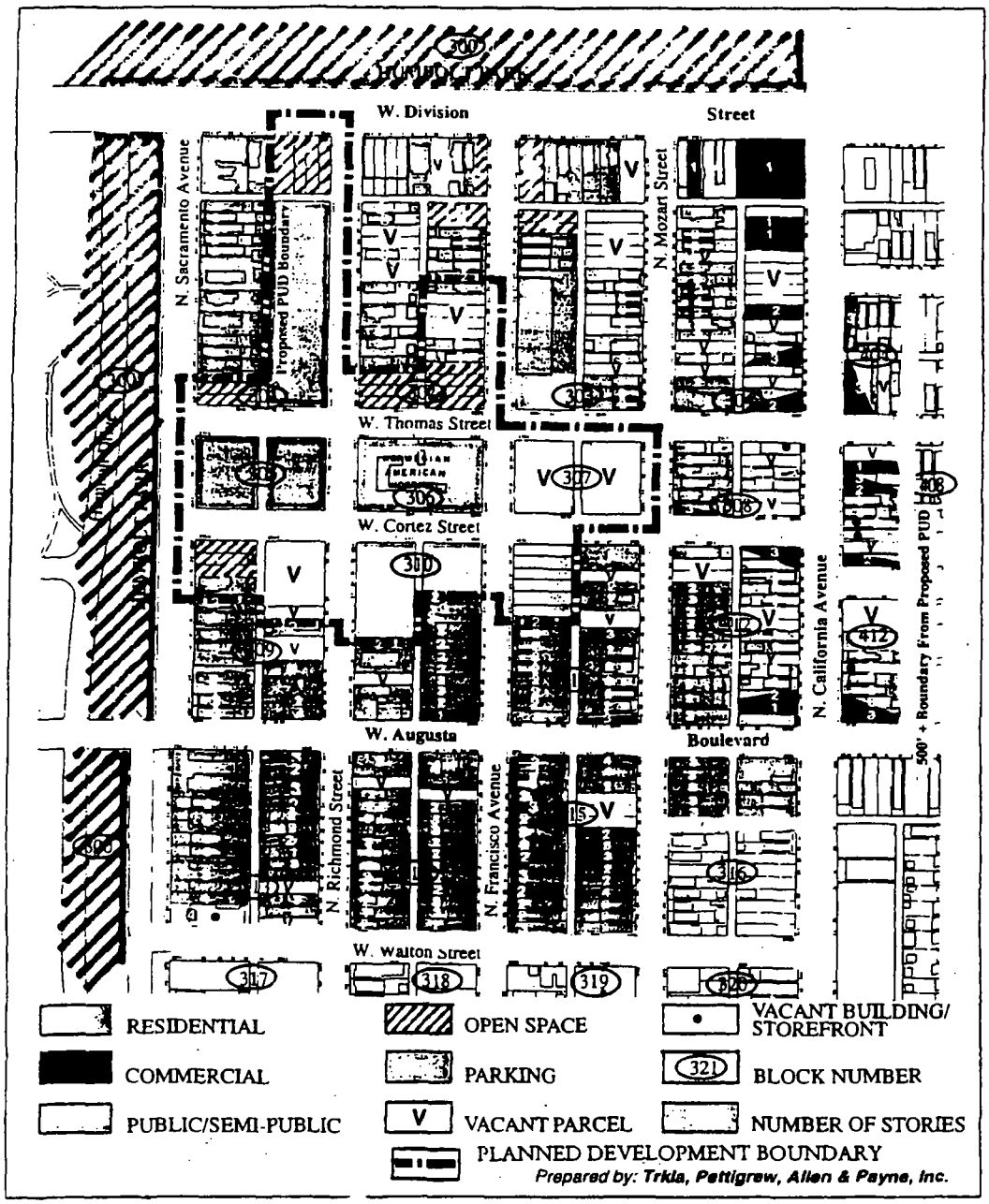
SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

(Continued on page 15847)

Existing Zoning Map.



Existing Land-Use Map.

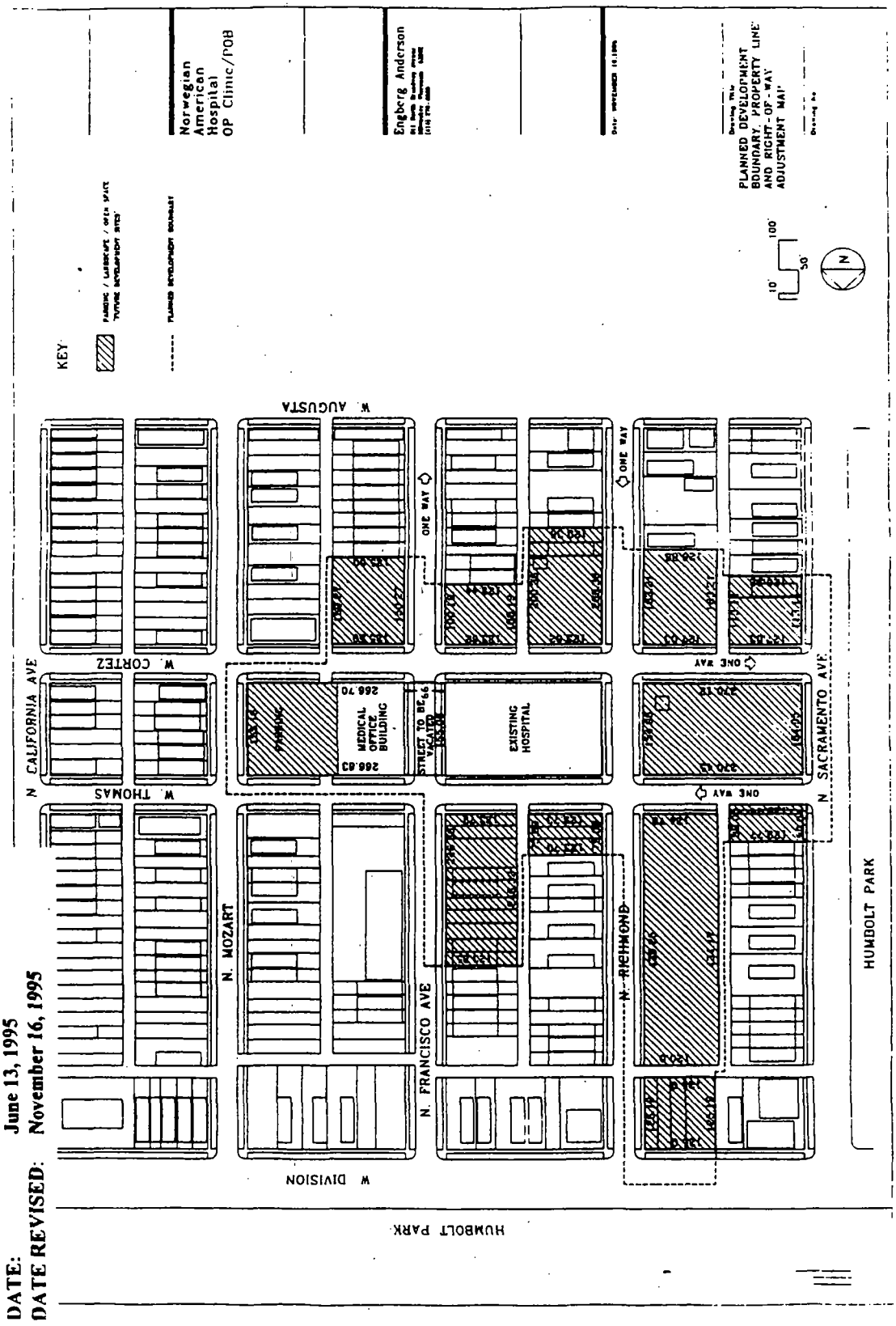


APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

Norwegian American Hospital

DATE: June 13, 1995
DATE REVISED: November 16, 1995

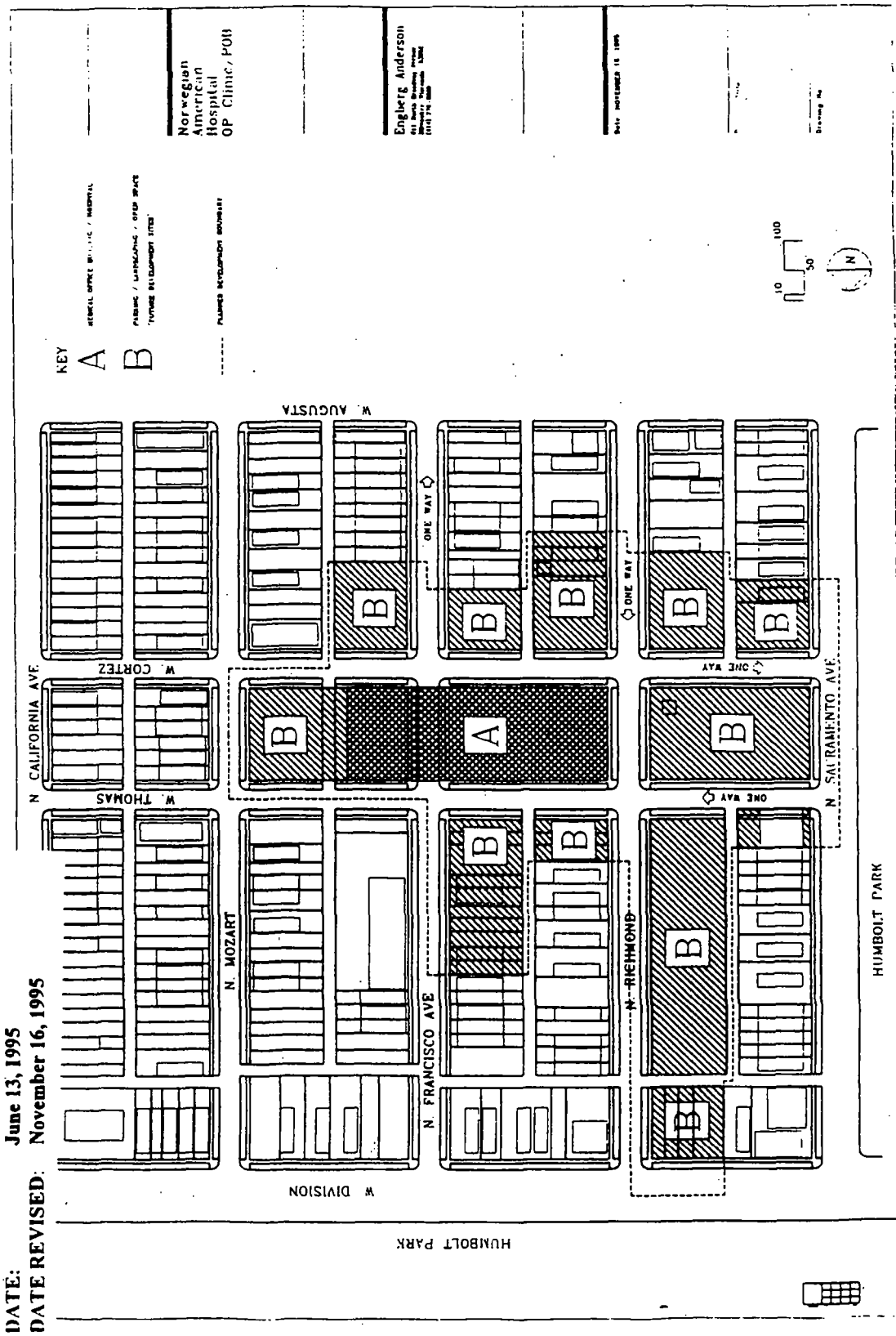
Planned Development Boundary, Property Line And Right-of-Way Adjustment Map.



APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

DATE: June 13, 1995
DATE REVISED: November 16, 1995

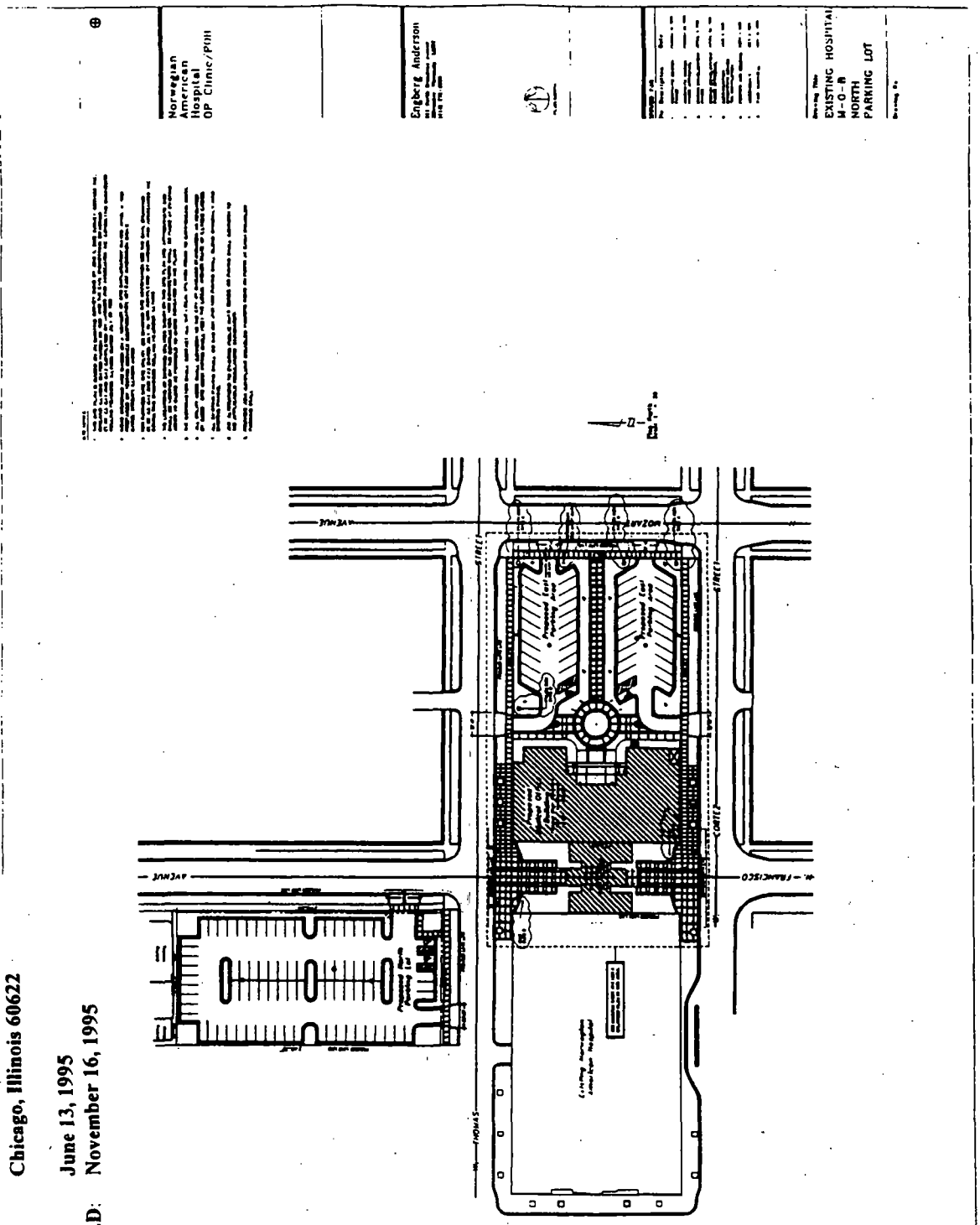
Generalized Land-Use Plan.



APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

DATE: June 13, 1995
DATE REVISED: November 16, 1995

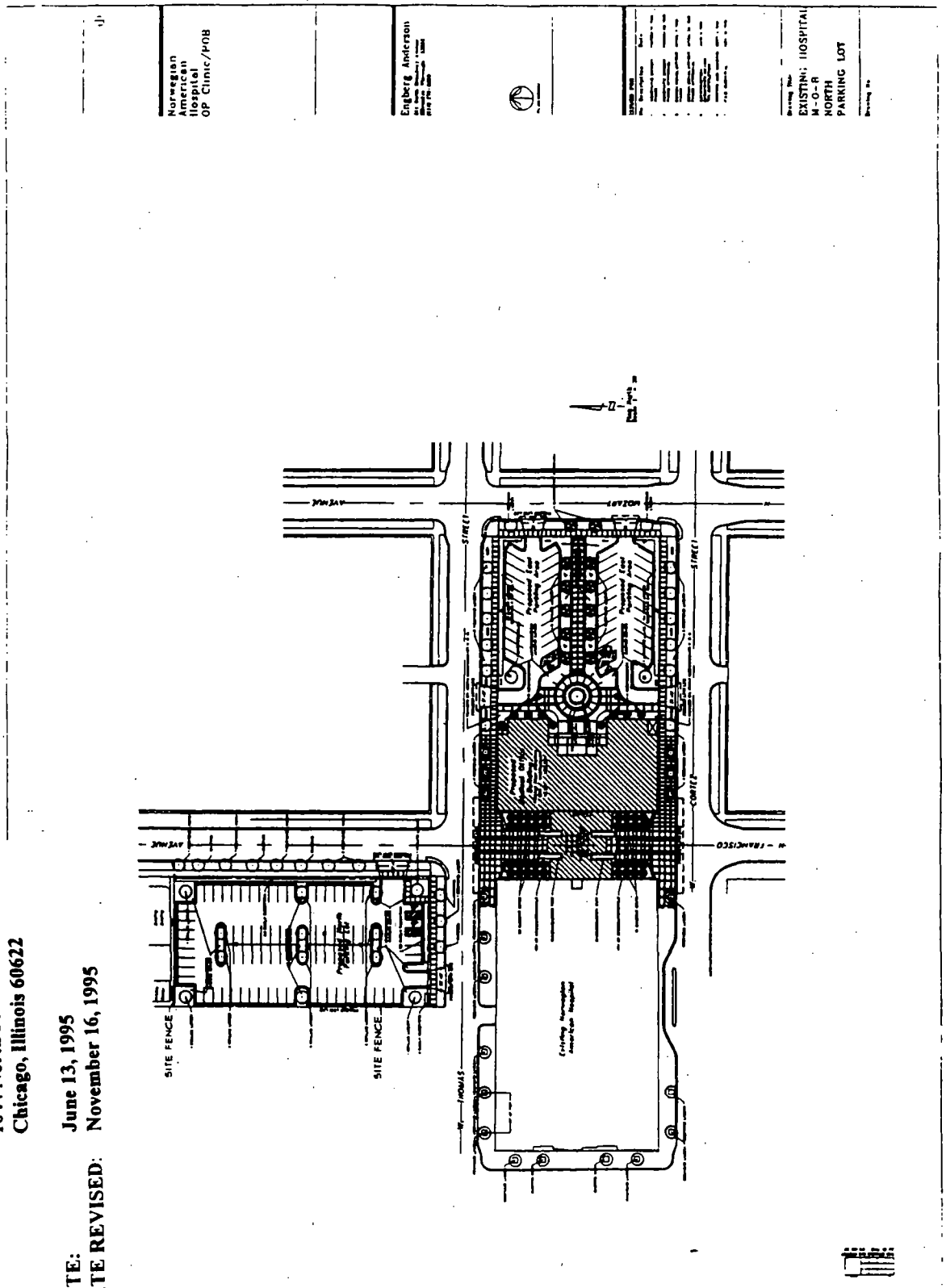
Site Plan.
(Page 1 of 2)



APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

DATE: June 13, 1995
DATE REVISED: November 16, 1995

Site Plan.
(Page 2 of 2)



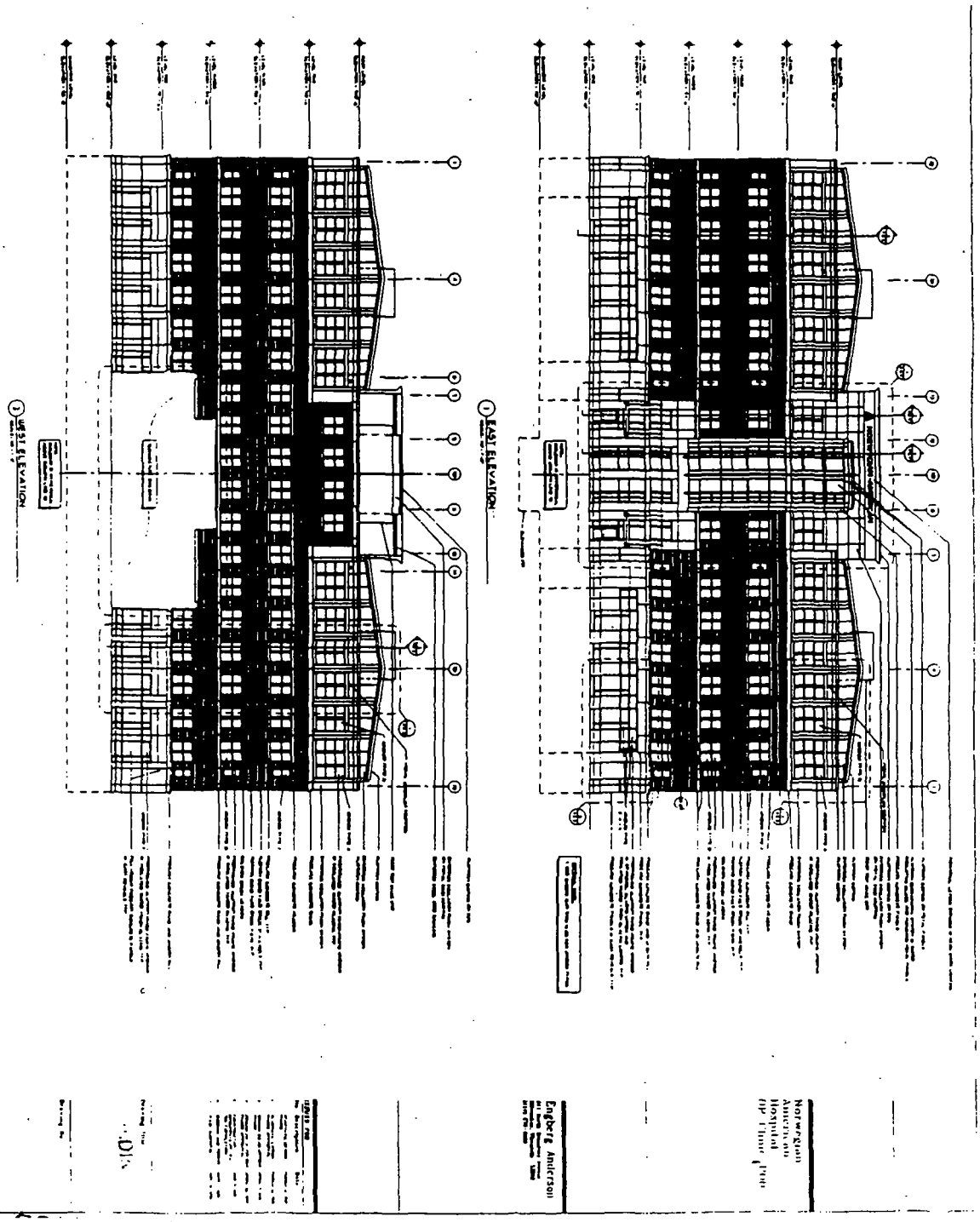
APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

DATE: June 13, 1995
DATE REVISED: November 16, 1995

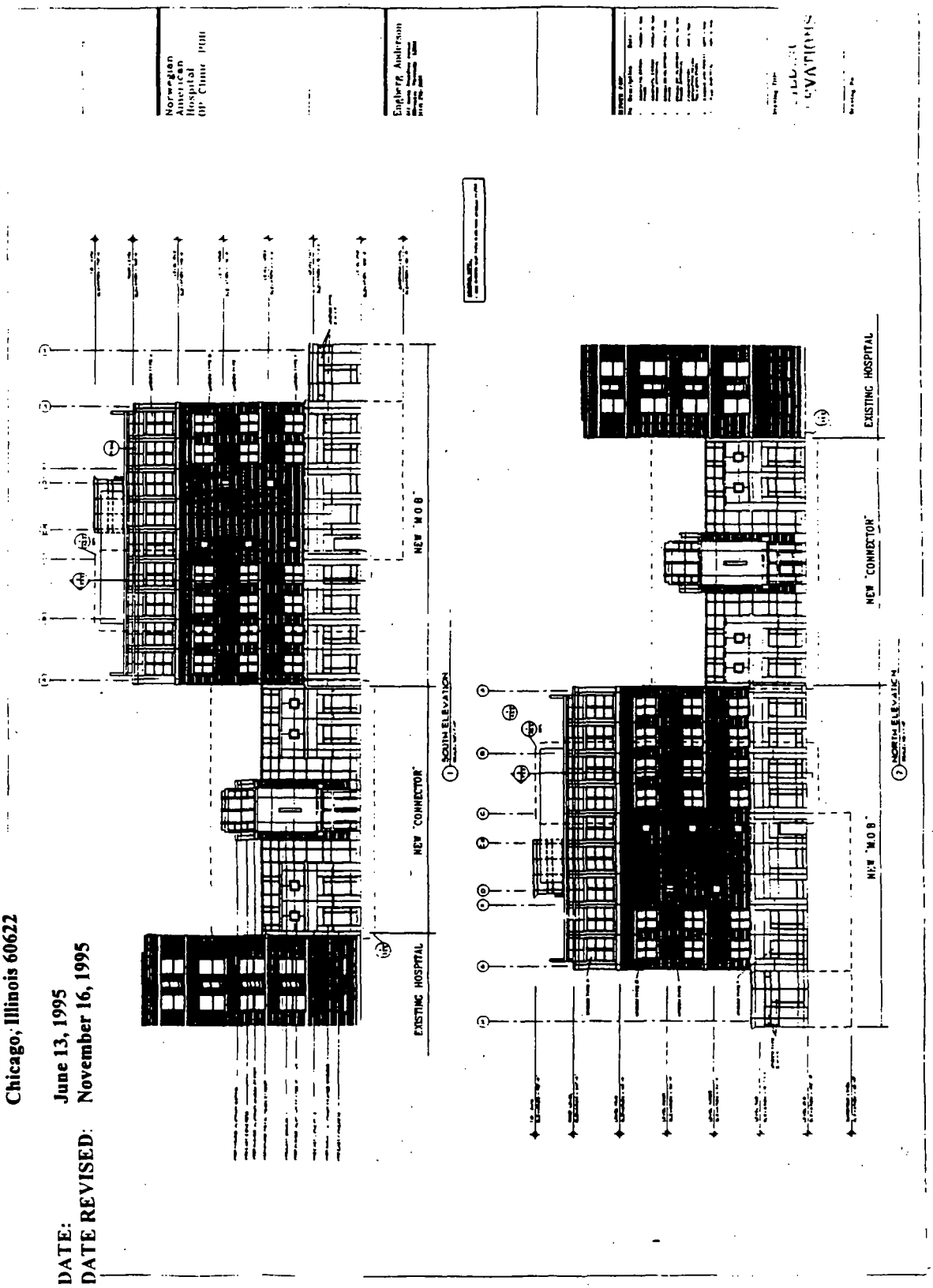
Building Elevation Drawings.
(Page 1 of 2)

APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

DATE: June 13, 1995
DATE REVISED: November 16, 1995



Building Elevation Drawings.
(Page 2 of 2)



APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

DATE: June 13, 1995
DATE REVISED: November 16, 1995

APPLICANT: Norwegian American Hospital
1044 North Francisco
Chicago, Illinois 60622

DATE: June 13, 1995
DATE REVISED: November 16, 1995

PLANT MATERIALS SCHEDULE

Project: **Norwegian - American Hospital M.O.B.** (Engberg Anderson)
Location: Chicago, IL
Number: 95019.00
Date: April 30, 1995 / Rev. June 12, 1995 / July 31, 1995

Botanical Name	Common Name	Qty	Ht	Cal	BB	Pot	Remarks
DECIDUOUS TREES							
Gleditsia triacanthos var. inermis 'Skyline'	Skyline Honeylocust	12		3"	X		
Tilia americana 'Redmond'	Redmond Linden	16		3"	X		
FLOWERING TREES							
Amelanchier grandiflora 'Autumn Brilliance'	Serviceberry	9	8-10'		X		multistemmed specimens
Malus sargentii	Sargent Crabapple	36		1.5	X		
SHRUBS							
Cotoneaster apiculatus	Cranberry Cotoneaster	66	18"			X	@ 2'-6" o.c.
Forsythia ovata	Early Forsythia	87	24"			X	@ 3'-0" o.c.
Juniperus procumbens	Japgarden Juniper	32	15"			X	@ 2'-6" o.c.
Rhododendron x 'PJM Hybrid'	'PJM' Rhododendron	32	24"		X		@ 3'-0" o.c.
Euonymus alatus 'Nordine Strain'	Nordine Winged Euonymus	120	2'			X	@ 3'-0" o.c.
Taxus cuspidata 'Densa'	Compact Spreading Yew	90	24"		X		@ 3'-0" o.c.
GROUNDCOVERS							
Euonymus fortunei 'Colorata'	Purpleleaf Wintercreeper	3290	2yr			X	@ 12" o.c.
Hosta 'Frances William'	Frances William Hosta	135				X	1 gal. @ 3.0' o.c.
Pachysandra terminalis'Green Carpet'	Japanese Spurge	1860	2yr			X	@ 12" o.c. (Mix)
Vinca minor	Periwinkle	1860	2yr			X	@ 12" o.c. (Mix)

15846 JOURNAL--CITY COUNCIL--CHICAGO 2/7/96
Landscape Plan.

(Continued from page 15837)

Plan of Development referred to in this ordinance reads as follows:

Institutional Planned Development.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 129,500 square feet (2.97 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned by the Chicago Park District, an Illinois municipal corporation, and operated by the Applicant, The Adler Planetarium.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein.

Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of sixteen (16) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site Plan/Landscaping Plan, prepared by Lohan Associates and dated December 14, 1995 (the "Site Plan"); and Building Elevations and Cross-sections, prepared by Lohan Associates and dated December 14, 1995. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 12 and in the Bulk Regulations and Data Table:

   museums; restaurants (including the serving of liquor in conjunction therewith); and accessory uses.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

8. Loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development.

9. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic and of the Department of Planning and Development.

10. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:

    (a) height limitations as certified and approved by the Federal Aviation Administration; and

    (b) airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

12. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscaping Plan and the Building Elevations. Landscaping improvements to the public parking lot located adjacent to the southern boundary of the Property shall be constructed and maintained by the Applicant in substantial conformance with the Site/Landscaping Plan. The landscaping improvements to the public parking lot shall be completed prior to the issuance, by the City, of a Certificate of Occupancy for the refurbished 1930's Adler Planetarium building. Improvements to the Property include an enclosed wintergarden which shall be open to the public free of charge. In addition, no approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until detailed construction drawings have been reviewed and approved by the Chicago Mayor's Office for People with Disabilities to insure compliance with all applicable laws and regulations related to access for physically disabled persons.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

14. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these Statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

15. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursuant, then this Planned Development shall expire, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory Ordinance). If this Planned Development expires under the provision of this section, then the zoning of the Property shall automatically revert to an R7 General Residence District.

16. With respect to shoreline protection measures in the vicinity of the Property, the Applicant has agreed to assume certain responsibilities and liabilities related to potential impacts of the proposed addition on the shoreline and conversely, Lake Michigan on the proposed addition. The framework of Applicant's agreement with the Chicago Park District concerning these matters is set forth in a report dated November 12, 1995 from the General Superintendent of the Chicago Park District to the Chicago Park District Board of Commissioners. No approvals under Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approvals") shall be

issued until an agreement is executed between the Applicant and the Chicago Park District that further delineates the parties responsibilities in accordance with the aforementioned framework.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site Plan/Landscape Plan; Building Elevation Drawings; and Cross-Section Drawings referred to in these Plan of Development Statements printed on pages 15852 through 15858 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

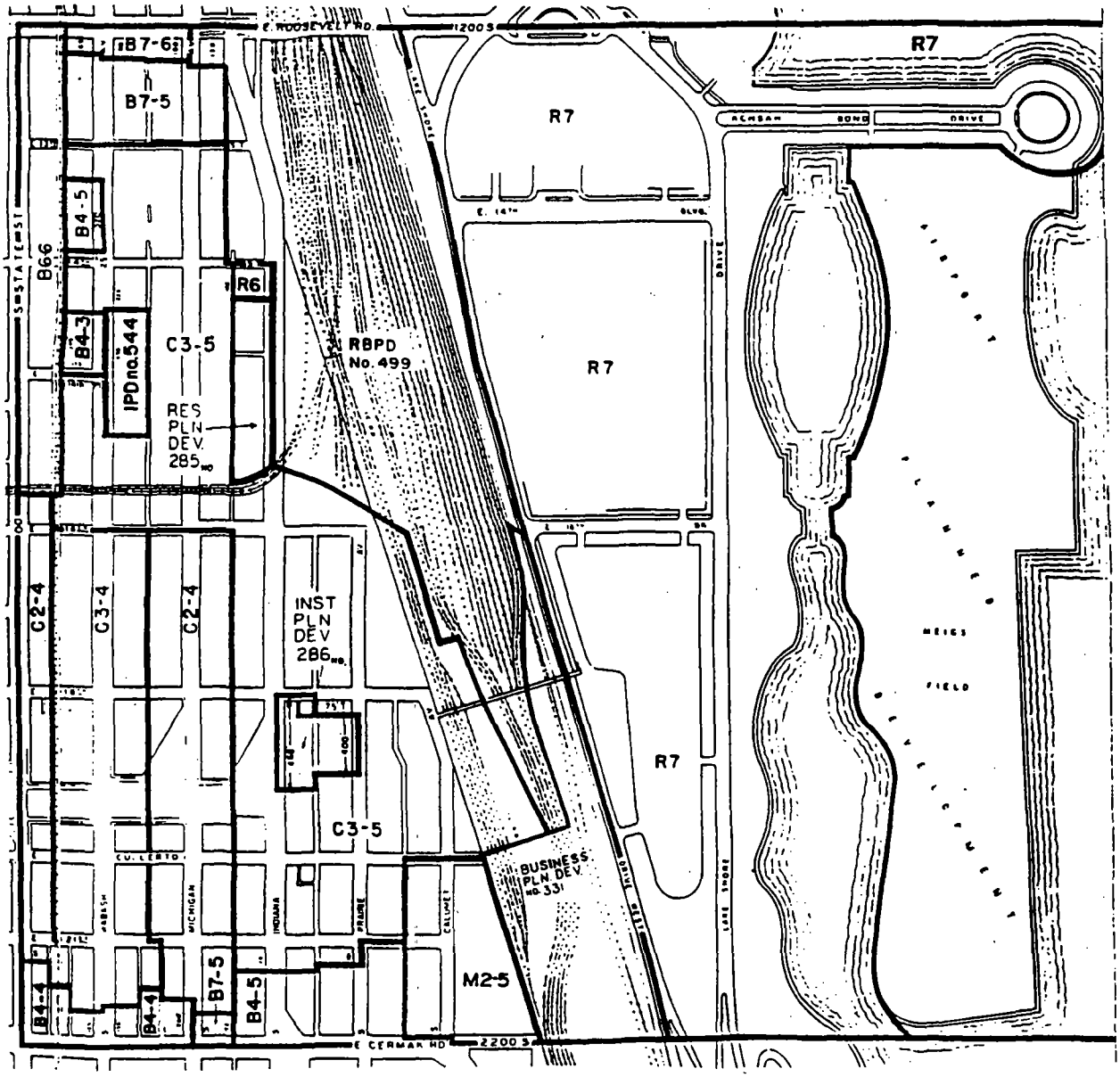
Institutional Planned Development.

Plan Of Development

Use And Bulk Regulations And Data.

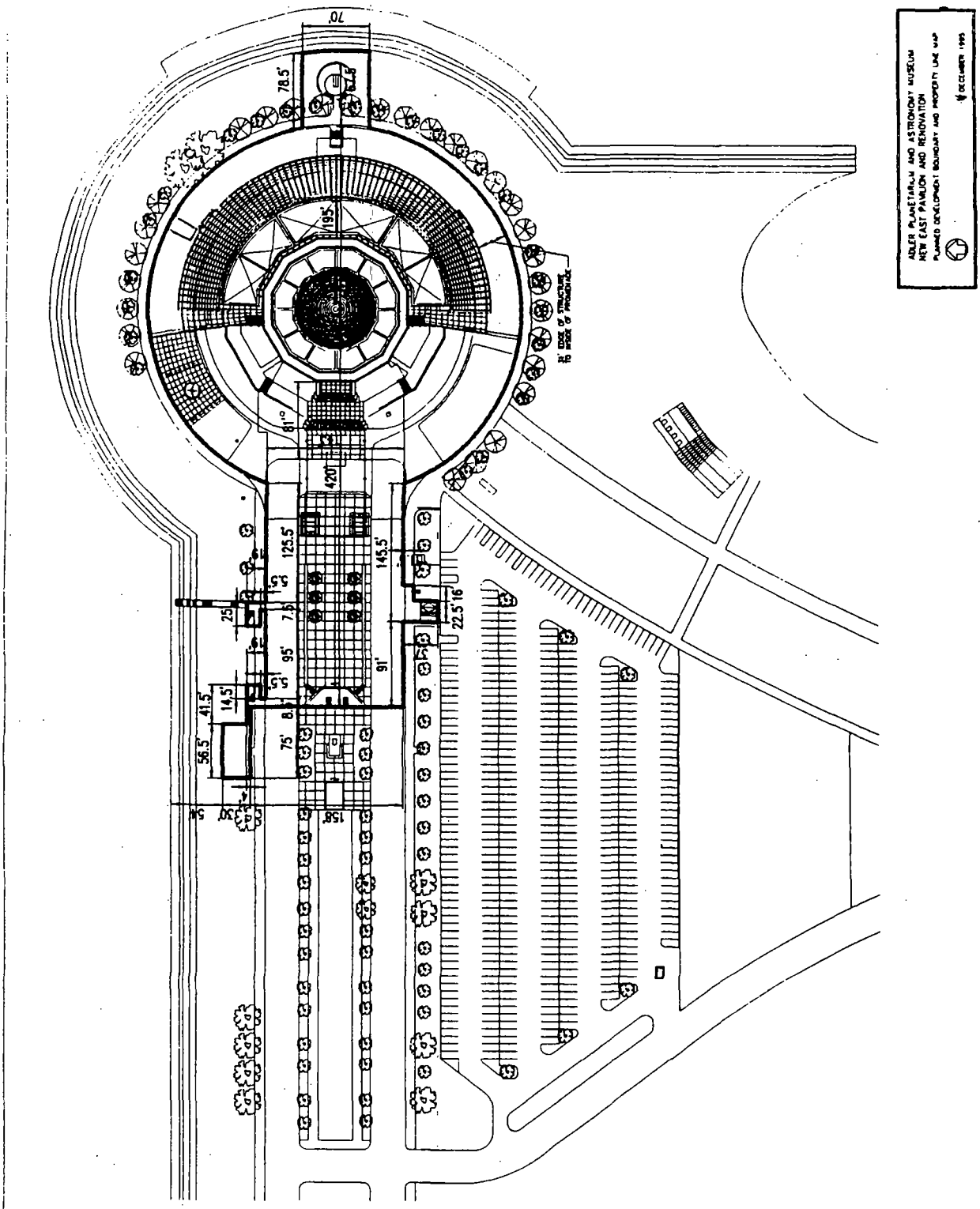
Maximum Permitted Floor Area Ratio:	1.5.
Setbacks From Property Line:	In substantial conformance with the Site Plan.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site Plan.
Minimum Number of Required Off-Street Parking Spaces:	None.
Minimum Number of Off-Street Loading Berths:	2 berths.
Maximum Height of Addition:	+70.0 feet Chicago City Datum.

Existing Zoning Map.

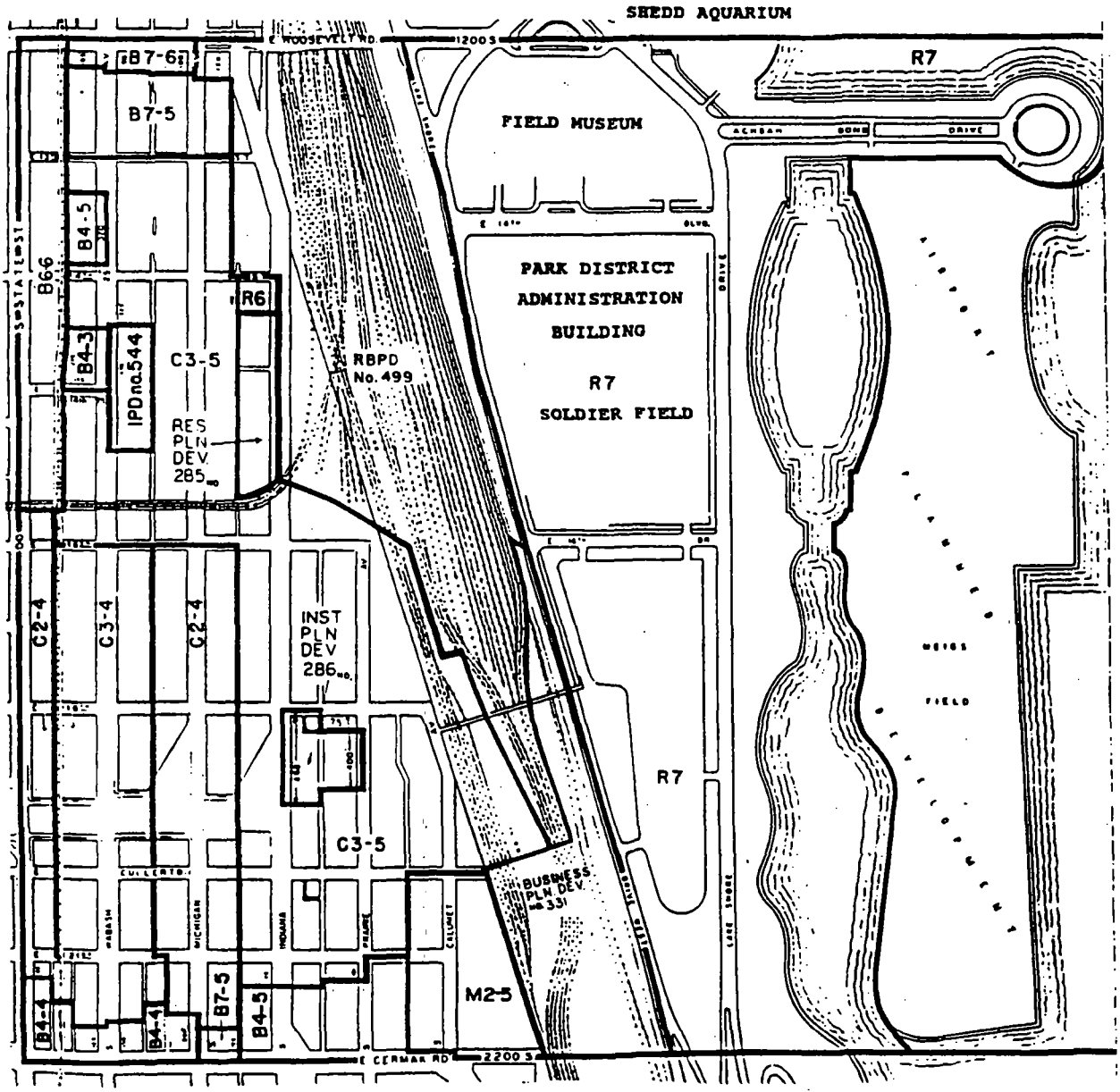


APPLICANT: THE ADLER PLANETARIUM
ADDRESS: 1300 SOUTH LAKE SHORE DRIVE
CHICAGO, IL 60605
DATE: JUNE 14, 1995

Planned Development Boundary And Property Line Map.

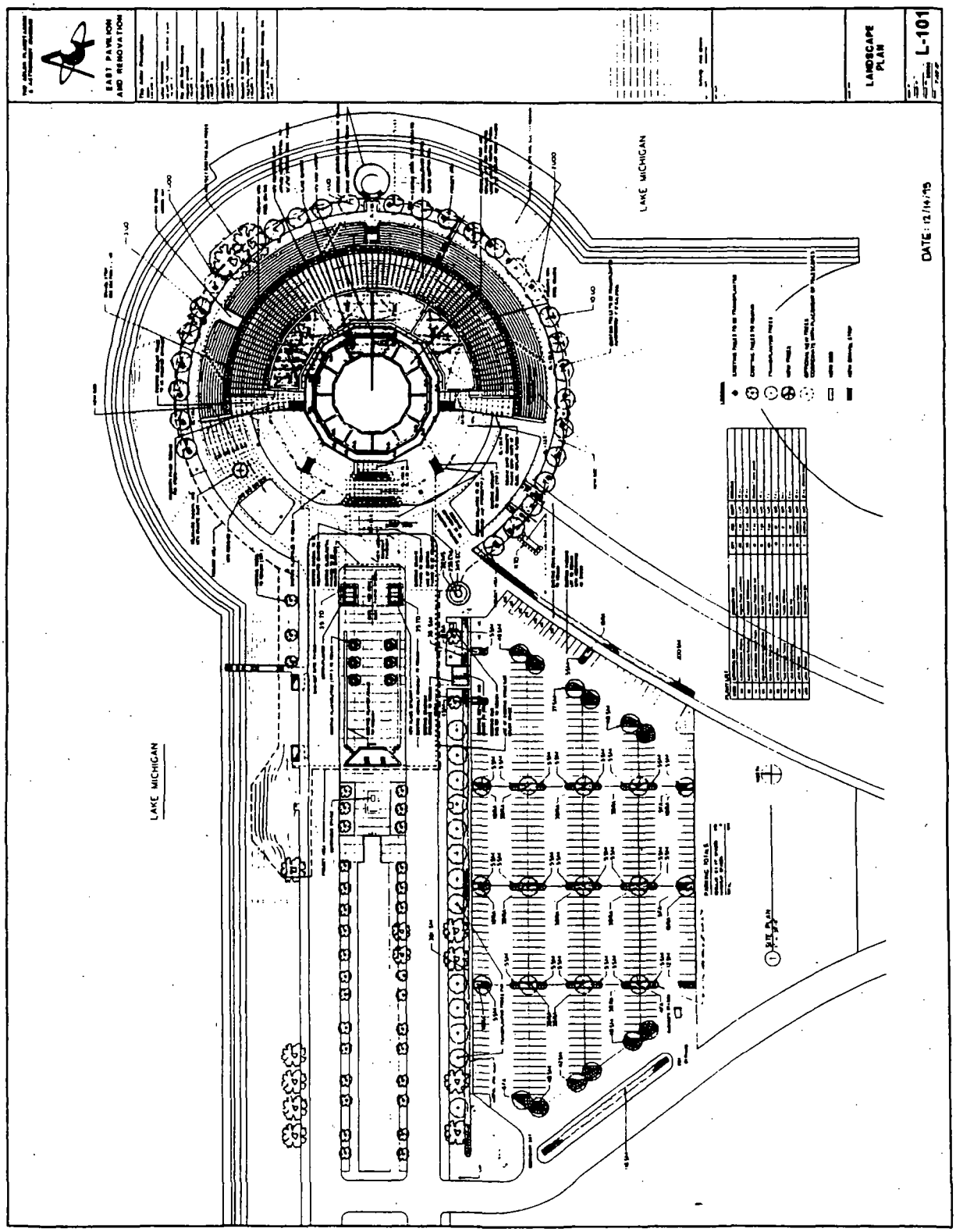


Existing Land-Use Map.

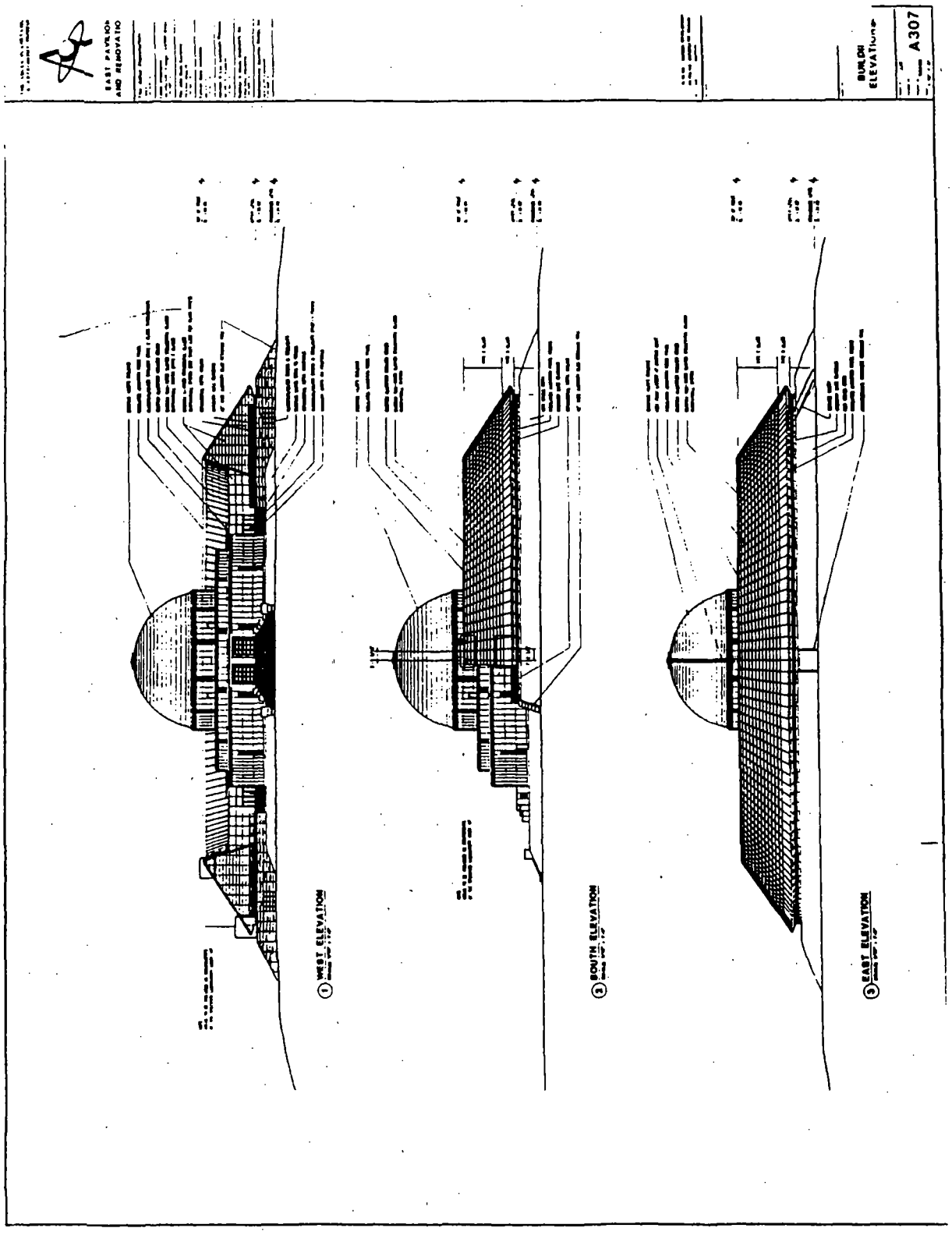


APPLICANT: THE ADLER PLANETARIUM
ADDRESS: 1300 SOUTH LAKE DRIVE
CHICAGO, IL 60605
DATE: JUNE 14, 1995

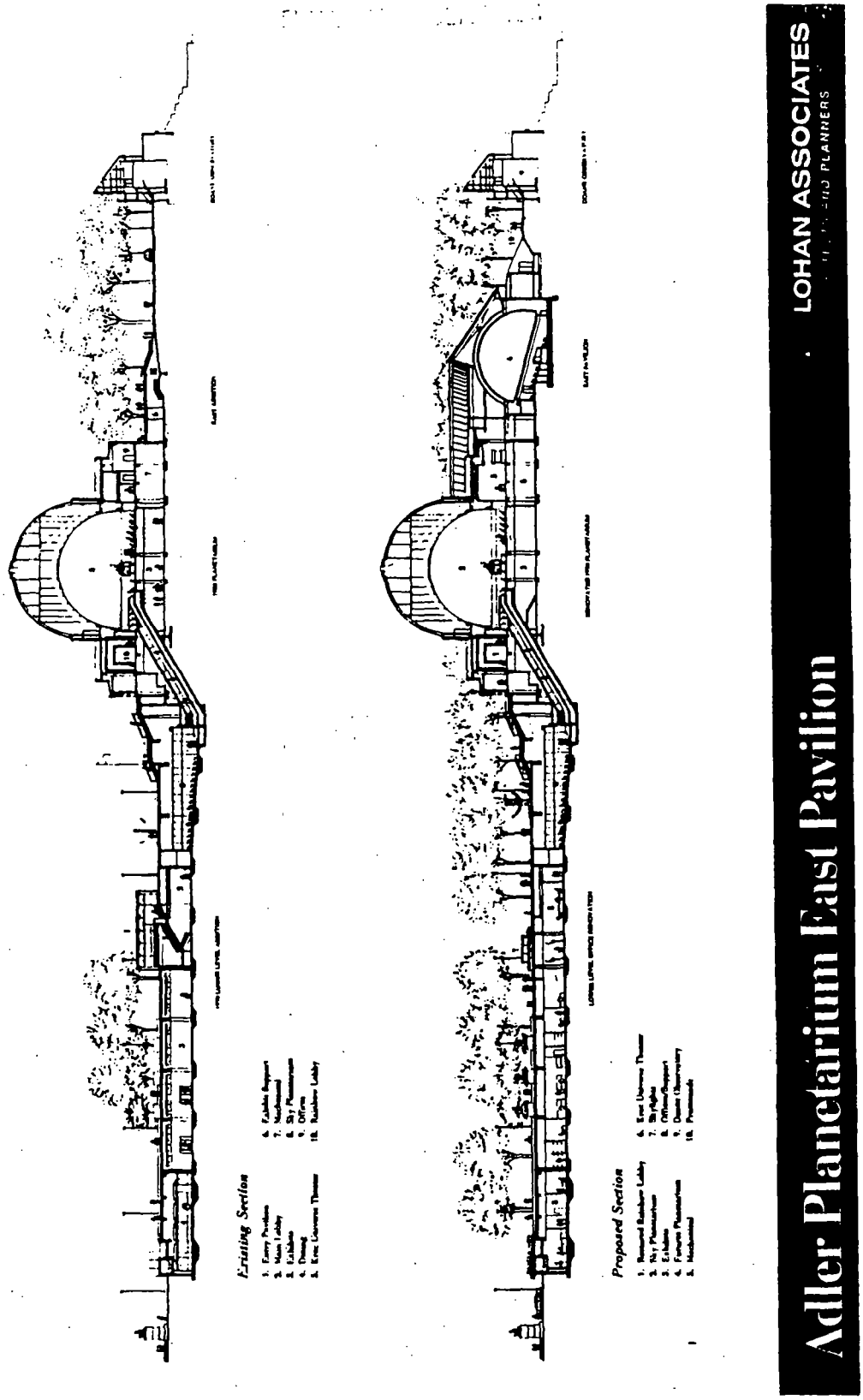
Site Plan/Landscaping Plan.



Building Elevation Drawings.



Cross-Section Drawings.
(Page 1 of 2)



Cross-Section Drawings.
(Page 2 of 2)

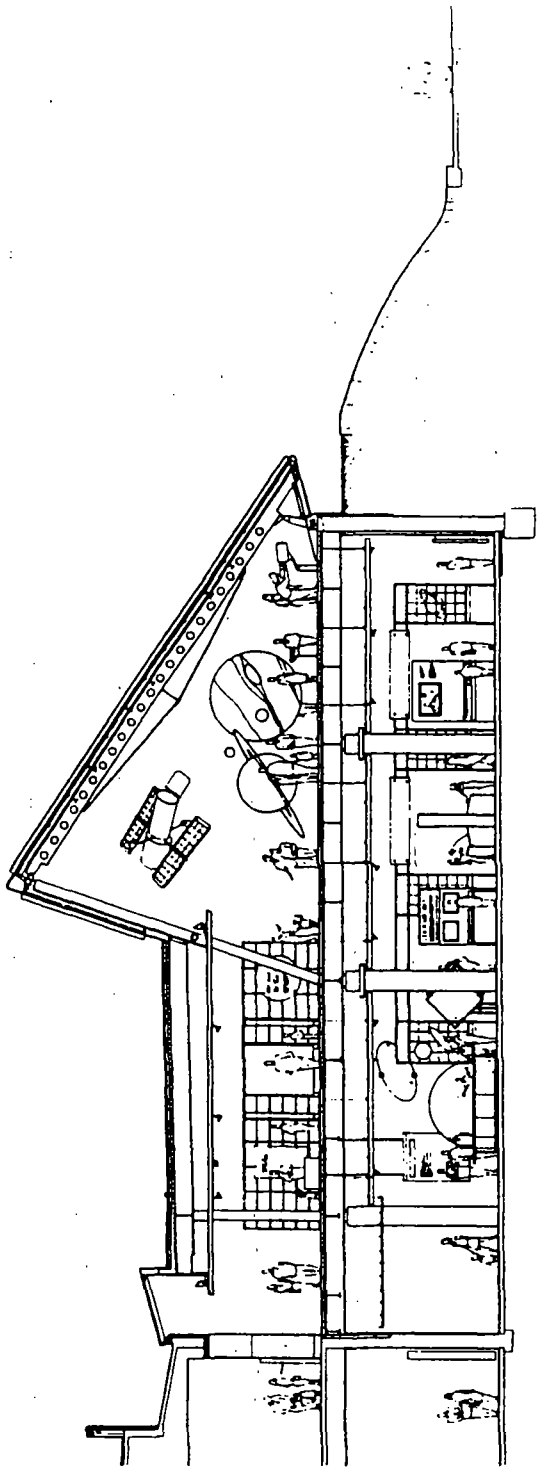


Exhibit Gallery Section

Adler Planetarium East Pavilion

LOHAN ASSOCIATES

Reclassification Of Area Shown On Map Number 4-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 M2-4 General Manufacturing District symbols and indications as shown on Map No. 4-F in the area bounded by:

West 19th Street; South Federal Street; South Archer Avenue; West Cullerton Street; and South Clark Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 C2-4 General Commercial District and M2-4 General Manufacturing District symbols and indications as shown on Map No. 4-F in the area bounded by:

a line 303.40 feet north of West 19th Street; the alley next west of and parallel to South State Street; West 19th Street; South Federal Street; a line 125 feet north of West 19th Street; a line 68.08 feet west of South Federal Street; a line 150.32 feet north of West 19th Street; South Federal Street; a line 301.48 feet north of West 19th Street; and South Dearborn Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by:

> North Bissell Street; a line 51.98 feet south of West Wisconsin Street; the alley next east of and parallel to North Bissell Street; and a line 148.00 feet south of West Wisconsin Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

> a line 132 feet north of West 26th Street; the alley next east of and parallel to South Ridgeway Avenue; and a line 107 feet north of West 26th Street,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 7-I in the area bounded by:

> the public alley south of and parallel to West George Street; North Talman Avenue; the northeasterly right-of-way line for the Chicago and Northwestern Railway; and North Washtenaw Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-G in the area bounded by:

> West 36th Street; the alley next east of and parallel to South Morgan Street; a line 52 feet south of and parallel to West 36th Street; and South Morgan 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 15-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 15-I in the area bounded by:

a line 168.95 feet north of and parallel to the public alley next north of West Peterson Avenue; the west line of the public alley east of and parallel to North Albany Avenue; the north line of the public alley north of and parallel to West Peterson Avenue; and the east line of North Albany Avenue to the point of beginning,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 18-C.

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. 18-C in the area bounded by:

a line 149.39 feet north of East 79th Street; South Chappel Avenue; East 79th Street; and a line 82.01 feet west of South Chappel 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 32-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 32-E in the area bounded by:

East 134th Street; the alley next east of and parallel to South Indiana Avenue; a line 100 feet south of East 134th Street; and South Indiana Avenue,

to those of a 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.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREAS SHOWN ON MAP NUMBERS 7-K AND 7-N.

(Adverse Committee Recommendations)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, February 7, 1996.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 25, 1996, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for an exception for premises located at 6124 West Gunnison Street.

I beg leave to recommend the passage of five ordinances which were corrected and amended in their corrected form. They are Application Numbers TAD-133, 11582, 11666, 11571 and 11697.

I beg leave to recommend the committee's unfavorable recommendation on two applications which were voted on as do not pass. They are Application Numbers 11695 and 11703.

Also, please let the record reflect that Alderman Ray Suarez refrained from voting on Application Number 11582 under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of the one application for an exception, and on Application Numbers TAD-133, 11682 and 11666, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 7-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 7-K in the area bounded by:

a line 75 feet north of and parallel to West Barry Avenue; North Kildare Avenue; West Barry Avenue; and North Lowell Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 7-N in the area bounded by:

a line 37 feet north of and parallel to West Wrightwood Avenue; North New England Avenue; West Wrightwood Avenue; and the public alley next west of and parallel to North New England 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.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Preckwinkle, Holt, Dixon, Buchanan, Burke, Murphy, Chandler, Wojcik, Suarez, Allen and Schulter. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, 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 elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. LOUIS BRIATTA.

WHEREAS, Louis Briatta passed away on Monday, January 29, 1996, at the age of eighty-seven; and

WHEREAS, Louis Briatta was the beloved husband of Tina, nee Guzaldo; and

WHEREAS, Louis Briatta was the loving father of Mary Lou, who is married to John Daley; and of Ralph; and of Cosmo, who is married to Mary K.; and of Christine, who is married to Patrick Shannon; and of John, who is married to Pamela; and

WHEREAS, Louis Briatta was a dear grandfather to his sixteen grandchildren; and

WHEREAS, Louis Briatta was the fond brother of Mike, who is married to Liz; and of Tom, who is married to Agnes; and of the late Mary, who was married to the late Jim Pastore; and of the late Joseph "Pep", who was married to the late Elsie; and of Ralph, who was married to the late Rose; and of Frank, who was married to the late Mary; and of the late Antone, who was married to the late John D' Arco; and

WHEREAS, Louis Briatta was a fond uncle of many nieces and nephews; and

WHEREAS, Louis Briatta, a cherished friend of many and a good neighbor to all, will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, do hereby extend to the family of the late Louis Briatta our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the late Louis Briatta as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. PATRICK LEO CORBETT.

WHEREAS, Almighty God in his infinite wisdom has called Patrick Leo Corbett to his eternal reward at the age of ninety-nine; and

WHEREAS, Mr. Corbett was the beloved father of the first lady of the City of Chicago, Maggie Daley; and

WHEREAS, A native of Pennsylvania, Mr. Corbett spent his youth in Manchester where he attended Saint Andrew School and took business courses at the former Holy Ghost School, which later became part of Duquesne University; and

WHEREAS, In the early 1920s, Mr. Corbett went to work as a clerk for the McGillick Trust Company Bank where he met another clerk and his future wife, Elizabeth; and

WHEREAS, In 1925, Mr. Corbett and his wife, Elizabeth, were the first couple to wed in the Saint Andrew Church; and

WHEREAS, Following their marriage, Mr. Corbett started his own business, as an automotive parts distributor; and

WHEREAS, A successful and hardworking businessman, Mr. Corbett remained in business until his retirement at the age of eighty-five; and

WHEREAS, Throughout his life, Mr. Corbett shared his interests and knowledge with his family, including his passion for recalling the histories of landmark buildings; and

WHEREAS, Mr. Corbett's generosity did not end with his family: he was a trustee of the Francis Edward McGillick Foundation, a charitable foundation established for his father-in-law which provided scholarships for Catholics; and

WHEREAS, To his children Maggie, Frank, Thomas, John, James, Joseph and Edward; his four sisters; eleven grandchildren; and two great-grand children, Patrick Corbett imparts a legacy of dignity, service and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, do hereby commemorate Patrick Corbett for his grace-filled life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Patrick Corbett as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. MARSHALL KORSHAK.

WHEREAS, Marshall Korshak, a prominent figure in Chicago's legal and political communities for over sixty years, was called from this life on January 19, 1996, at the age of eighty-five; and

WHEREAS, Mr. Korshak was born in Chicago's North Lawndale community, and received his early education in Chicago schools. He later attended the University of Wisconsin and graduated from Kent College of Law; and

WHEREAS, While working his way through school, Mr. Korshak waited on tables at the Covenant Club and sold boys' clothing at Sears, Roebuck & Co.. This employment instilled in him a special fondness for working people; and

WHEREAS, As a young man, Mr. Korshak also developed an interest in politics and government as a means of offering help to those in need, and this interest led him to seek and attain numerous offices; and

WHEREAS, As a member of the Illinois state senate from 1951 to 1962, Mr. Korshak sponsored legislation to establish a four-year branch of the University of Illinois in Chicago; to increase funding for education; and to create a Fair Employment Practices Commission to investigate and eliminate discriminatory employment practices; and

WHEREAS, Mr. Korshak was elected a trustee of the Metropolitan Sanitary District in 1962 and served in that position until 1965, when he was appointed director of the Illinois Department of Revenue; and

WHEREAS, As director of the Illinois Department of Revenue in 1965 and 1966, Mr. Korshak increased state tax collections by millions of dollars by clarifying and simplifying procedures as well as by cracking down on tax cheats. He also issued a manual on property appraisal in order to make assessments more fair and uniform throughout the state; and

WHEREAS, In 1967, Mr. Korshak was elected City Treasurer. State law did not allow him to serve successive terms, and he was appointed city collector in 1971 and director of the newly created Department of Revenue in 1974, where he served until May, 1975; and

WHEREAS, Mr. Korshak also served as Democratic Party committeeman for the 5th Ward from 1956 to 1976; and

WHEREAS, Mr. Korshak's departure from governmental and political party posts was not his retirement from public service. In 1977 he was appointed by Governor James Thompson to an advisory commission on

legalized gambling, which examined all forms of legal gambling as a way of preventing increases in state and local taxation; and

WHEREAS, In 1979 Mr. Korshak was appointed to the Chicago Police Board, and served in that capacity until 1992. As a member of the Police Board, he served as co-chairman of the Citizens for Safety Vests, raising funds to purchase bullet-proof vests for Chicago's police officers; and

WHEREAS, In addition to his many years of public service, Mr. Korshak was also active in numerous charitable efforts, including Israel Bonds and the United Negro College Fund; and

WHEREAS, Mr. Korshak is survived by his wife, Edith; their daughters, Marjorie Korshak Gerson and Hope Korshak Rudnick; four grandchildren and four great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, do hereby honor the memory of Marshall Korshak for his many accomplishments and contributions to the people of Chicago; and

Be It Further Resolved, That we share the sorrow of Mr. Korshak's family, and extend our heartfelt condolences on their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Marshall Korshak as a sign of our sympathy and good wishes.

TRIBUTE TO LATE HONORABLE ALOYSIUS A. MAJERCZYK, FORMER ALDERMAN OF TWELFTH WARD.

WHEREAS, Former 12th Ward Alderman Aloysius A. Majerczyk passed away on Friday, January 19, 1996, at the age of sixty-five; and

WHEREAS, Mr. Majerczyk was reared in the Douglas Park neighborhood on the city's west side, where he graduated from Harrison High School and Hertzel Junior College; and

WHEREAS, Aloysius A. Majerczyk's long and distinguished career in public service began with four years of service in the United States Marines; and

WHEREAS, After his service in the Marines, Aloysius A. Majerczyk became a Chicago police officer, serving as a west side "street cop" for nineteen years before being elected alderman; and

WHEREAS, Aloysius A. Majerczyk was elected to the City Council in 1979 and served as alderman of the 12th Ward for eight years; and

WHEREAS, While in the City Council, Mr. Majerczyk dedicated much of his energy to redevelopment efforts in his ward; and

WHEREAS, A devoted family man, Aloysius A. Majerczyk spent many years working two jobs in order to support his family. He worked nights as a police officer and days at the Standard Glass Company which he and a friend established in 1963; and

WHEREAS, To his beloved wife of thirty-nine years, Myrtle; his cherished children, David, Stuart, James and Patricia; his brother and two sisters; and four grandchildren, Aloysius A. Majerczyk imparts a legacy of dignity, service, and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, do hereby commemorate Aloysius A. Majerczyk for his grace-filled life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Aloysius A. Majerczyk as a sign of our sympathy and good wishes.

TRIBUTE TO LATE UNITED STATES DISTRICT COURT SENIOR JUSTICE HUBERT L. WILL.

WHEREAS, Hubert L. Will, Senior Judge of the United States District Court for the Northern District of Illinois, departed this life on December 9, 1995, at the age eighty-one; and

WHEREAS, Judge Will was a native of Milwaukee who first came to Chicago as a student, receiving his undergraduate and law degrees from the University of Chicago; and

WHEREAS, Judge Will's early legal career involved a series of increasingly challenging appointments in the federal government. Upon graduation from law school in 1937, he joined the staff of the General Counsel of the United States Securities and Exchange Commission. In 1939

he became special secretary to Senator Robert F. Wagner of New York and clerk of the Senate Committee on Banking and Currency. One year later he joined the Department of Justice as special assistant to the Attorney General in the Tax Division, where he tried, briefed and argued cases at every level in the federal court system. In 1942 he became assistant to the General Counsel of the Office of Price Administration, and in 1943 was named Tax Counsel to the United States Alien Property Custodian; and

WHEREAS, Later in 1943, Judge Will became chief of the Counter Espionage Branch of the European Theater of Operations of the Office of Strategic Services, and was promoted to the rank of captain and awarded the Bronze Star for his outstanding work in that capacity; and

WHEREAS, After World War II he returned to Chicago and the practice of law, with the firm of Pope & Ballard from 1946 to 1949 and with Nelson, Boodell & Will from 1949 until his appointment to the federal bench in 1961; and

WHEREAS, Shortly after his appointment in 1961, Judge Will was invited to participate in the planning of the first seminar for newly appointed district judges, and he continued to help plan and present those seminars for the next twenty years; and

WHEREAS, Throughout his judicial career, Judge Will showed aptitude for the administration of justice and shared his many ideas with his colleagues: he developed and initiated the use of the final pretrial order, to require litigants to define the scope of cases and to avoid surprises at trial; he pioneered the limitation of the number of permissible interrogatories in civil cases, to avoid the abuse of pretrial discovery; he advocated dividing trials into liability and damage stages, in order to avoid unnecessary litigation over economic issues; he helped develop criteria to determine the need for additional judges in the various districts; and he was a founder of the Federal Judges Association, which provides a forum for the sharing of ideas among colleagues; and

WHEREAS, Judge Will was also capable of handling the most complex cases, such as the wrongful death cases arising from the crash of American Airline Flight 191 near O'Hare International Airport in 1979; a class action anti-trust case against twenty-six manufacturers of folding cartons, resulting in payment of over Two Hundred Twenty Million Dollars in settlements; and a broadcast rights dispute between the Chicago Bulls and the National Basketball Association; and

WHEREAS, Judge Will viewed the dispensing of justice and judgment as an art, and will be remembered as a jurist who devoted the same prodigious intelligence, exemplary diligence and energy to the smallest cases on his docket; and

WHEREAS, Judge Will was also active in the civic affairs of his adopted city and worked for the stabilization of his Hyde Park neighborhood by helping to found the Southeast Chicago Commission, by serving on the board of the Hyde Park Kenwood Community Conference and by serving as a member of the Conservation Community Council. He also served as chairman of the Chicago Commission on Youth Welfare; and

WHEREAS, Judge Will was also active in humanitarian and charitable efforts, such as the John Howard Association and the Illinois Humane Society. After the tragic death of his daughter, he founded the Wendy Will Case Cancer Fund to support the work of promising cancer researchers, and participated in the review of grant applications. He was also the recipient of the Clarence Darrow Humanitarian Award in 1962; the Edward J. Devitt Distinguished Service to Justice Award, conferred by judges across the country, in 1991; and an honorary Doctor of Social Services degree from the University of Illinois at Chicago; and

WHEREAS, Judge Will is survived by his wife, Jane; his son Jon; and his daughters Nikki and Ami Louise; and

WHEREAS, Through his long and distinguished career, Judge Hubert L. Will has touched the lives of millions of people, and all Chicagoans are saddened by his passing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, do hereby honor the memory of Judge Hubert L. Will for his many accomplishments and contributions to the people of Chicago and to the nation; and

Be It Further Resolved, That we share the sorrow of Judge Will's family and extend our heartfelt condolences on their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Judge Will as a sign of our sympathy and good wishes.

CONGRATULATIONS EXTENDED TO CAPTAIN WILLIAM R. NORWOOD ON HIS RETIREMENT FROM UNITED AIRLINES.

WHEREAS, After an illustrious career of more than thirty years, Captain William Ronald Norwood is retiring from service as a pilot for United Airlines; and

WHEREAS, Captain Norwood was the first African American pilot hired by United and also the first to achieve the rank of captain; and

WHEREAS, Captain Norwood was born in Centralia, Illinois and attended Lincoln Elementary and Centralia Township High Schools, then attended Southern Illinois University at Carbondale, where he was the first African American quarterback on the football team and graduated with a degree in chemistry in 1959; and

WHEREAS, He also earned a master's degree in business administration from the University of Chicago in 1974; and

WHEREAS, His interest in flying was piqued in grammar school, where he met a teacher who had been a member of the Tuskegee Airmen black fighter squadron; and

WHEREAS, He began flying as an R.O.T.C. cadet while at Southern Illinois University, which led to a six-year stint in the United States Air Force, where he flew B-52s for the Strategic Air Command, setting the stage for his career in commercial aviation; and

WHEREAS, Captain Norwood joined United Airlines in 1965 and has flown all cockpit positions and many different airplanes, and was most recently a captain on the DC-10; and

WHEREAS, Captain Norwood married Molly Frances Cross and has raised two children: William, Jr., an air traffic controller at O'Hare International Airport, and George Anthony, an attorney; and

WHEREAS, Captain Norwood has won numerous awards and honors over the years, including a Certificate of Merit from the Chicago Merit Employment Committee, United Airlines 1991 Community Relations Award and United Airlines' Flight Operations Division Special Achievement Award, and has had his achievements memorialized in the Smithsonian Institution, in several books, in the Southern Illinois University's R.O.T.C. Hall of Fame, the S.I.U. Athletic Hall of Fame and the Centralia, Illinois Historical Hall of Fame; and

WHEREAS, He has also served for many years on the S.I.U. Board of Trustees and on the Illinois Board of Higher Education, is busy with other benevolent and worthy organizations, and also finds time to visit schools and give motivational and career talks to young people; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, do hereby extend to Captain Norwood our heartiest congratulations upon his retirement following more than three decades of outstanding dedication and

service to United Airlines, and we offer to him our sincerest and best wishes of good fortune and prosperity, as well as our gratitude for his contributions to education and the community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Captain William R. Norwood as a sign of our esteem and good wishes.

FEBRUARY 24 TO MARCH 2, 1996 DECLARED "FAMILY WEEK IN CHICAGO".

WHEREAS, Healthy close-knit families are the prime building blocks of our society. They help maintain and improve the quality of life for us all and are part of the social foundation of our schools, neighborhoods, city and nation; and

WHEREAS, During our lives, each of us is part of many kinds of families, including those we develop and maintain through our friendships, in our places of worship and in our communities; and

WHEREAS, To honor and celebrate families, the City of Chicago and several community and business representatives are sponsoring a week of events for the family; and

WHEREAS, More than seventy events will be held during the week-long celebration including: Family Day on Skate on State; the Navy Pier County Fair; Family Night at the Young Men's Christian Association, and Dr. Seuss' Birthday Celebration. Other events will include story hours, puppet shows, films, plays, science carnivals, museum exhibits, fitness days and concerts designed for the entire family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, do hereby declare February 24, 1996 to March 2, 1996 as "Family Week in Chicago", and extend to the volunteers and supporters of this week-long celebration our sincerest congratulations and gratitude for their participation in this most worthy cause.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

CONGRATULATIONS EXTENDED TO NATIONAL ASSOCIATION OF RETIRED FEDERAL EMPLOYEES ON ITS SEVENTY-FIFTH ANNIVERSARY AND FEBRUARY 19, 1996 DECLARED "NATIONAL ASSOCIATION OF RETIRED FEDERAL EMPLOYEES DAY".

WHEREAS, The employees of the United States Government devote their working lives to improving the quality of life and freedom for all citizens of the United States; and

WHEREAS, The United States Government recognizes the invaluable resource represented by its workforce and seeks to honor its moral responsibility to it by offering civil service employees adequate benefits upon retirement; and

WHEREAS, The National Association of Retired Federal Employees was organized on February 19, 1921 with the mission of protecting the earned rights and livelihoods of civil service retirees; and

WHEREAS, The National Association of Retired Federal Employees has worked tirelessly for seventy-five years to protect the earned benefits of active and retired federal employees; and

WHEREAS, The National Association of Retired Federal Employees has grown to include a membership of nearly half a million, with fifty-three state federations and more than 1,740 active local chapters in the fifty United States, Puerto Rico, Panama, the Philippines, and Guam; and

WHEREAS, The National Association of Retired Federal Employees is represented in Chicago by 4,700 members who enhance the material and social well-being of our community through financial sustenance, good citizenship and volunteerism; and

WHEREAS, The citizens of Chicago are deeply appreciative of the contributions that National Association of Retired Federal Employees members make to our community; and

WHEREAS, The National Association of Retired Federal Employees is celebrating its seventy-fifth anniversary on February 19, 1996; now, therefore,

Be It Resolved, That Monday, February 19, 1996 be observed as "National Association of Retired Federal Employees Day".

Presented By

ALDERMAN HOLT (5th Ward):

GRATITUDE EXTENDED TO O'KEEFFE ELEMENTARY SCHOOL STUDENT COUNCIL FOR THEIR DEDICATION AND LEADERSHIP.

WHEREAS, Members of O'Keeffe Elementary School's Student Council are embarking on a journey to make their school and community a safe haven from drugs, gangs and other social ills; and

WHEREAS, Their dedicated efforts will greatly enhance the lives of members of their community by bringing hope and leadership to a variety of people with whom they will come in contact; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventh day of February, 1996, salute the O'Keeffe Elementary School's Student Council on their endeavor; and

Be It Further Resolved, That we extend our gratitude to them for their dedicated work; and

Be It Further Resolved, That suitable copies of this resolution be presented to the O'Keeffe Elementary School's Student Council as a token of our appreciation and admiration.

Presented By

ALDERMAN STEELE (6th Ward) And ALDERMAN MURPHY (18th Ward):

CONGRATULATIONS EXTENDED TO COMMANDER WILLIAM BATTS, JR. ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Chicago Police Commander William Batts, Jr. is retiring February 9, 1996, after over twenty-five years of dedicated public service; and

WHEREAS, William Batts, Jr. joined "Chicago's Finest" September 30, 1968 and worked his way up through the ranks as officer, as sergeant and as lieutenant. He was assigned to various police districts, including the 3rd, 10th and 22nd. The excellence of his performance led him to be promoted to commander of the 6th District on December 30, 1992, and it is from that exalted position that he retires; and

WHEREAS, Commander William Batts, Jr. has received numerous citations and awards and represents the highest standards of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby extend our gratitude and our heartiest congratulations to Chicago Police Commander William Batts, Jr. as he retires from a career of outstanding public service, as well as our best wishes for continuing prosperity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Commander William Batts, Jr..

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. DWAYNE GREGORY CARROLL.

WHEREAS, God in his infinite wisdom has called to his eternal reward Dwayne Gregory Carroll, beloved citizen and friend; and

WHEREAS, Dwayne Gregory Carroll, called "Dwaynco" by his loving parents, Sara and Cranston Carroll, Sr., and by his friends, was born in Chicago March 28, 1967, and graduated from Schmid Elementary School and Harlan High School. He served his country honorably in the United States Marines until he received a medical discharge; and

WHEREAS, Dwayne Gregory Carroll grew up in a loving, nurturing environment and in his relatively short lifetime became himself a source of warmth and generosity, inspiring family, friends and associates. At the time of his untimely death, he was employed by the Pullman Library and United Parcel Service; and

WHEREAS, Dwayne Gregory Carroll leaves to celebrate his life his loving parents; his children, Dwayne and Jessica; his two brothers, Cranston, Jr., and David; his one sister, Crystal; his grandfather, Robert; his two aunts, Edith and Denise; his one uncle, Jimmy; 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 seventh day of February, 1996, A.D., do hereby express our sorrow on the passing of Dwayne Gregory Carroll, 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 Dwayne Gregory Carroll.

TRIBUTE TO LATE MR. HARRISON JACKSON, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Harrison Jackson, Sr., beloved citizen and friend who gave so much to his family and to his fellow worshippers at United Presbyterian Church in Altgeld Gardens and, later, at Christ Temple Cathedral; and

WHEREAS, Born in Birmingham, Alabama, August 7, 1923, Harrison Jackson, Sr. came to Chicago at an early age, and served his country honorably and with great commitment in the United States Navy during World War II. On July 27, 1946, he and Ernestine Jackson were joined in holy matrimony and provided the foundation for a large and loving family; and

WHEREAS, Harrison Jackson, Sr. was a very skilled and dedicated craftsman and worked for Wisconsin Steel for many years. Later he created glasswork for homes and buildings for Monarch Products, and at the end of his professional life was employed by the Chicago Board of Education until his retirement in 1991; and

WHEREAS, Harrison Jackson, Sr. leaves to celebrate his life three children, Lorraine, Harrison, Jr. and Roderick; daughter-in-law, Shirl Lynn; four grandchildren, Nichelle, Brian, Brent and BreAnn; godchild, Brittany; sisters, Adline, Alma, Daisy, Gertrude and Sarah; 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 seventh day of February, 1996, A.D., do hereby express our sorrow on the passing of Harrison Jackson, 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 Harrison Jackson, Sr..

TRIBUTE TO LATE MR. QUENTIN C. JORDAN.

WHEREAS, God in his infinite wisdom has called to his eternal reward Quentin C. Jordan, beloved citizen and friend, who at the time of his death was approaching young adulthood; and

WHEREAS, A native Chicagoan, Quentin C. Jordan was a longtime active member of Messiah Saint Bartholomew Church and attended Hyde Park Career Academy where he excelled in basketball, a sport in which he began participating at the age of four years and enjoyed all his short life. He was a counselor for the citywide program during the summer, and at the time of his death had just started a part-time job at Stony Island Food Mart; and

WHEREAS, Quentin C. Jordan was preceded in death by his father, Espy L. and brother, Eric L.. He leaves to celebrate his life a devoted mother, Carmen King-Jordan; stepfather, Clifton Siggers; brother, Antonio; sisters, Tiara and Kennshunna; grandparents, Frederick and Juanita King; grandmother, Christine Horton; many aunts and uncles, other relatives and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the passing of Quentin C. Jordan, 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 Quentin C. Jordan.

TRIBUTE TO LATE MS. TANYA MORRIS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Tanya Morris, beloved citizen and friend, January 14, 1996; and

WHEREAS, Tanya Morris was one of twin girls born to Sandra Morris and Willie Robinson December 13, 1968. She was raised in the Chicagoland area and graduated from Thornton Township High School and later attended Illinois State University and South Suburban College, pursuing a Bachelor of Arts Degree in Accounting; and

WHEREAS, Known for her smiling countenance and generous personality, Tanya Morris made many friends in her relatively short life. She was employed at the Federal Reserve Bank as a check processor and was a member of New Hope Baptist Church; and

WHEREAS, The product of a loving, nurturing family, Tanya Morris shared her life and her love of sports and card games with the family and with her many friends. She leaves to celebrate her life her mother, Sandra (Walter) Morris; her twin, Tamika; her grandparents, L.C. Morris, Bernice Morris and Rose Robinson; her aunts, Margie Lofton, Thelma Smith, Shirley Jennings, Barbara (Lavelle) Green, Maggie Sledge, Beverly (Roosevelt) Wingo, Rochelle (Arthur) McCollum; her two uncles, Eugene Sissom and Albert Robinson; her eight cousins with whom she shared a special bond, Clifford, Derrick, Kevin, Renee, Dina, Andre, Corey and Nicole; one very special friend, Reginald Taylor; 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 seventh day of February, 1996, A.D., do hereby express our sorrow on the passing of Tanya Morris, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Tanya Morris.

CONGRATULATIONS EXTENDED TO MS. CAROLYN A. MOORE ON HER RETIREMENT FROM CITY OF CHICAGO MUNICIPAL REFERENCE LIBRARY.

WHEREAS, Carolyn A. Moore is retiring from City Hall's Municipal Reference Library after over three decades of dedicated service to the public and to the leaders of this great city; and

WHEREAS, A graduate of Thiel College in Greenville, Pennsylvania (B.A., 1961) and of the University of Chicago (M.A., 1963), Carolyn Moore began her career at the Municipal Reference Library in 1963. She served as a civilian Army Librarian in Germany from 1963 to 1966, and then returned to the Municipal Reference Library, first as the police librarian (1966 --

1967), then as assistant librarian (1968 -- 1976). She was promoted to deputy librarian in 1977, and it is in that capacity that she has become known to us as an invaluable provider of information, not only to the public, but to the many of us who -- public servants ourselves -- seek enlightenment towards a constantly improving government; and

WHEREAS, Carolyn Moore exemplifies a saying originally promoted by journalists, to the effect that "a good librarian knows five percent of everything, and knows how to find the other ninety-five percent". In supplying information about, by and for municipal government, Carolyn has never confined her searches to books and charts. She has long been a keen observer of government and of many local community organizations which value her as an unpaid advisor. Her perspective on current affairs is great; her understanding of them even greater and she imparts her observations with intelligence and wit backed by fact and unfettered by bias; and

WHEREAS, Over the years and with characteristic dedication, Carolyn Moore has held memberships and several offices in the Special Libraries Association, the American Association of Law Libraries, the American Society of Information Science and the Chicago Association of Law Libraries. In a constant quest for knowledge, she has audited classes in government and public management at Governor's State University; and

WHEREAS, Years devoted to constructive work are reflected in Carolyn's Volkswagon, which she purchased while working in Germany in 1967. It followed her to Chicago when she returned to the Municipal Reference Library, and the hearty Beatle can still be seen on Chicago streets, blithely escorting her to schools and meetings and lectures, and to the theaters and craft shows she dearly loves. "Sorry, it's not for sale"; and

WHEREAS, No one is irreplaceable, but public servants with the scope and dedication of Carolyn Moore come close. She will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this seventh day of February, 1996, A.D., do hereby extend our gratitude and our heartiest congratulations to Carolyn A. Moore on her retirement from thirty-one years of outstanding service to the people and the leaders of this great city, and we extend to her our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Carolyn A. Moore.

CONGRATULATIONS EXTENDED TO LADIES OF PETER CLAVER, SAINT FELICITAS AND SAINT AILBE'S COURT 181 ON PRESENTATION OF 1996 ARCHBISHOP JAMES P. LYKE AFRICAN AMERICAN MALE IMAGE AWARDS.

WHEREAS, The Ladies of Peter Claver, Saint Felicitas and Saint Ailbe's Court 181 have an outstanding record in espousing charitable causes and in providing an impetus to African American adult males and male students to excel; and

WHEREAS, At this year's awards function, scheduled for February 25, 1996, in the Grand Ballroom of the Martinique, the Ladies of Peter Claver, Saint Felicitas and Saint Ailbe's Court 181 will announce the 1996 Archbishop James P. Lyke African American Male Image Awards, recognizing progress and accomplishment in deserving recipients; and

WHEREAS, The Knights and Ladies of Peter Claver is the oldest African-American Roman Catholic organization in the world, and Saint Ailbe's Court 181 is part of a worldwide organization of men, women and children committed to community and religious service within the Roman Catholic Church and the African American community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby congratulate and commend the Ladies of Peter Claver, Saint Felicitas and Saint Ailbe's Court 181 as well as the recipients of the 1996 Archbishop James P. Lyke African American Male Image Awards, and call public attention to the awards function planned for February 25, 1996; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Ladies of Peter Claver, Saint Felicitas and Saint Ailbe's Court 181.

Presented By

ALDERMAN BUCHANAN (10th Ward):

CONGRATULATIONS EXTENDED TO MR. JOSEPH R. NEDZA ON HIS RETIREMENT FROM STOLTHAVEN COMPANY.

WHEREAS, On October 13, 1930, John and Lillian Nedza of 1430 North Artesian Avenue, Chicago, gave birth to a son named Joseph; and

WHEREAS, Joseph became a model youth in the community, attending Saint Aloysius Parochial School, where he excelled scholastically and was a dedicated altar boy at Saint Aloysius Church and for the nuns at Josephinum High School. Following graduation from the parochial school, Joseph attended Tuley High School, now known as Roberto Clemente High School, where he continued to excel in his studies and student activities; and

WHEREAS, On June 10, 1950, Joan L. Pettis agreed to join hands with Joseph in wedded bliss, and during their forty-five years of marriage gave to the world four children, who in turn, made Joan and Joseph grandparents seven times. Everyone is following the tremendous example of the patriarch of the family, Joseph Nedza; and

WHEREAS, In June of 1963, Joseph joined the Stolthaven Company. This merger worked very well for the company due to the fact that Joseph continued to advance until in June 1992 when he became general manager; and

WHEREAS, Joseph is an active community participant and is sensitive to the needs of the entire area, he is an active member in the Calumet Area Industrial Commission, a leader on programs for the American Heart Association, but most of all is a constant guard in matters where his company's interests are involved, whether it be in legislation needed, roadwork that needs to be done, railroad service to be improved, or whatever; and

WHEREAS, Joseph R. Nedza is a model husband, father, grandfather, company manager and community leader in the highest degree; and

WHEREAS, Joseph R. Nedza is retiring with a dinner celebration on February 15, 1996; now, therefore,

Be It Resolved, That the Mayor and the City Council members pay tribute to this outstanding product of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation at the retirement event planned on February 15, 1996.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. VINCENT ALLETTO.

WHEREAS, Vincent "Charlie" Alletto passed away on Saturday, January 20, 1996, at the age of eighty-nine; and

WHEREAS, Vincent "Charlie" Alletto, beloved husband of Ann (nee Barbaro); and

WHEREAS, Vincent "Charlie" Alletto, dear father of Alphonse (Rosalie) and William (Frances); and

WHEREAS, Vincent "Charlie" Alletto, loving grandfather of five and great-grandfather of six; and

WHEREAS, Vincent "Charlie" Alletto, fond brother of Caroline LoCicero, James, Louis, Julius, Martha Koc, Lillian, the late Rose Bane, Joseph and John; and

WHEREAS, Vincent "Charlie" Alletto, fond uncle of many nieces and nephews; and

WHEREAS, Vincent "Charlie" Alletto, retired machinist with the Metropolitan Water Reclamation District; and

WHEREAS, Vincent "Charlie" Alletto, member of Local 126 of the International Association of Machinists; and

WHEREAS, A cherished friend of many and a good neighbor to all, Vincent "Charlie" Alletto will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Vincent "Charlie" Alletto our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Vincent "Charlie" Alletto.

TRIBUTE TO LATE MRS. ANTOINETTE M. BUSILLO.

WHEREAS, Antoinette M. Busillo passed away on Sunday, January 21, 1996, at the age of seventy-five; and

WHEREAS, Antoinette M. Busillo, beloved wife of Joseph; and

WHEREAS, Antoinette M. Busillo, dear mother of Grace (the late Frank) Host and Joan (Thomas Crivellone); and

WHEREAS, Antoinette M. Busillo, loving grandmother of Frank, Danielle, Jeanna, JoAnna and Tommy; and

WHEREAS, Antoinette M. Busillo, fond sister of the late Daniel and John Parrilli; and

WHEREAS, Antoinette M. Busillo, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Antoinette M. Busillo will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Antoinette M. Busillo our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Antoinette M. Busillo.

TRIBUTE TO LATE MRS. FRANCES E. CROWLEY.

WHEREAS, Frances E. Crowley passed away on Sunday, January 7, 1996, at the age of seventy-one; and

WHEREAS, Frances E. Crowley (nee Ryan), beloved wife of the late John C. Crowley, Sr.; and

WHEREAS, Frances E. Crowley, devoted mother of John, Jr. "Jack" (Sandy), James, Jerry (Patti), Jeanine (Lenny) Kardelis, Joan (Lenny) Zielinski, Justin (Ada) and the late Joseph Crowley; and

WHEREAS, Frances E. Crowley, loving grandmother of John III, Jeff, Heather, Shannon, Erin, Jaclyn, Billy and Joseph Crowley, Darcy and David Learn, Kaitlyn, Kelly and Kasey Zielinski; and

WHEREAS, Frances E. Crowley, dear daughter of the late Michael and Mary Ryan; and

WHEREAS, Frances E. Crowley, fond sister of Sister Kathleen Kevin Ryan C.J.S., the late John, Mae Martin, Joe, Ann Grzenia, Mickey, Bobby, Dolly Rogers and Patsy Hughes; and

WHEREAS, Frances E. Crowley, dear sister-in-law of Alice Ryan; and

WHEREAS, A cherished friend of many and a good neighbor to all, Frances E. Crowley will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Frances E. Crowley our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Frances E. Crowley.

TRIBUTE TO LATE MR. JOHN W. GEORGE.

WHEREAS, John W. George passed away on Friday, January 26, 1996, at the age of eighty-three; and

WHEREAS, John W. George, beloved husband of Frances George and the late Mary M. (nee Bowen); and

WHEREAS, John W. George, loving father of John J. (Mary Jo), Lynn A. (Donnell) Crotty and the late Patricia; and

WHEREAS, John W. George, dear grandfather of Debbie, Edward, William, Patty, Diana, Brian, Sean, Michael, Robert, Patrick, John, Mary Elizabeth "Meg" and Michael; and

WHEREAS, John W. George, fond great-grandfather of Christopher, Nicholas, Jonathan, Brandon, Lauryn, Jennifer and Megan; and

WHEREAS, John W. George, retired captain of the Chicago Fire Department; and

WHEREAS, John W. George, former deputy sheriff of Cook County; and

WHEREAS, A cherished friend of many and a good neighbor to all, John W. George will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late John W. George our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late John W. George.

TRIBUTE TO LATE MRS. ELIZABETH KENNEFICK.

WHEREAS, Elizabeth "Betty" Kennefick passed away on Friday, January 19, 1996, at the age of eighty; and

WHEREAS, Elizabeth "Betty" Kennefick, dearly beloved wife of the late Thomas "Buck" Kennefick; and

WHEREAS, Elizabeth "Betty" Kennefick, devoted mother of the late Robert L. Carter; and

WHEREAS, Elizabeth "Betty" Kennefick, loving grandmother of Sonia and Sandra; and

WHEREAS, Elizabeth "Betty" Kennefick, cherished friend of Jane and Thomas Buckley and Diane and Boris Seidel; and

WHEREAS, A treasured friend of many and a good neighbor to all, Elizabeth "Betty" Kennefick will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Elizabeth "Betty" Kennefick our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the Elizabeth "Betty" Kennefick.

TRIBUTE TO LATE HONORABLE ALOYSIUS A. MAJERCZYK, FORMER ALDERMAN OF TWELFTH WARD.

WHEREAS, The Honorable Aloysius A. Majerczyk, former alderman of Chicago's 12th Ward, passed away on Friday, January 19, 1996, at the age of sixty-five; and

WHEREAS, Aloysius Majerczyk first was elected to the Chicago City Council in 1983, representing the people of the 12th Ward for two consecutive terms; and

WHEREAS, Aloysius Majerczyk brought to the Chicago City Council an overwhelming dedication to the people of the 12th Ward, working diligently to promote economic development and efficient delivery of city services throughout the McKinley Park and Brighton Park communities; and

WHEREAS, Aloysius Majerczyk, lifelong Chicagoan and a Chicago police officer for nineteen years; and

WHEREAS, Aloysius Majerczyk, United States Marine and veteran of the Korean Conflict; and

WHEREAS, Aloysius Majerczyk, beloved husband of Myrtle (nee Rimer); and

WHEREAS, Aloysius Majerczyk, loving father of James, David (Judy), Patricia (Ken) Osowski and Stuart (Dawn); and

WHEREAS, Aloysius Majerczyk, dearest grandfather of Danielle, Stuart, Jr., Sahra and Jade; and

WHEREAS, Aloysius Majerczyk, dear brother of Phil (Toni) Majerczyk, Irene (Walter) Sieron and Eleanor McCree; and

WHEREAS, Aloysius Majerczyk, fond uncle of many nieces and nephews; and

WHEREAS, A dedicated public servant, cherished friend to many and a good neighbor to all, Aloysius Majerczyk will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Aloysius Majerczyk our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Aloysius Majerczyk.

TRIBUTE TO LATE MR. PATRICK J. MC INERNEY.

WHEREAS, Patrick J. McInerney passed away on Monday, January 15, 1996, at the age of eighty-one; and

WHEREAS, Patrick J. McInerney, beloved husband of the late Anne; and

WHEREAS, Patrick J. McInerney, loving father of Patrick, C.P.D. (Mary Rose), Bernard, retired, C.P.D., Kathleen (fiance Len Kucala) and the late Maureen Brannigan, Gerald, Peggy and William McInerney; and

WHEREAS, Patrick J. McInerney, dearest grandfather of thirteen and great-grandfather of sixteen; and

WHEREAS, Patrick J. McInerney, dear brother of Rita (the late Phil) Scully, Anne (Edward) Nurse, Joseph (the late Hazel), the late James, William, Catherine Hughes, Helen Caruso and Mary Brown; and

WHEREAS, Patrick J. McInerney, fond uncle of many nieces and nephews; and

WHEREAS, Patrick J. McInerney, twenty-year retired member of the Teamsters Union Local 710; and

WHEREAS, A cherished friend of many and a good neighbor to all, Patrick J. McInerney will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Patrick J. McInerney our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Patrick J. McInerney.

TRIBUTE TO LATE MR. LAWRENCE J. POWELL, SR.

WHEREAS, Lawrence J. Powell, Sr. passed away on Tuesday, January 16, 1996, at the age of seventy; and

WHEREAS, Lawrence J. Powell, Sr., dearly beloved husband of the late Sadie Balesteri Powell; and

WHEREAS, Lawrence J. Powell, Sr., devoted father of Marie (Clint) Grubbs, Larry J. Powell, Jr. and Vincent (Trina) Powell; and

WHEREAS, Lawrence J. Powell, Sr., loving grandfather of Stacey, Trenton and Ashley; and

WHEREAS, Lawrence J. Powell, Sr., dear brother of Carl (the late Josie) and Alice (Leroy) Russ; and

WHEREAS, Lawrence J. Powell, Sr., fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Lawrence J. Powell, Sr. will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Lawrence J. Powell, Sr. our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Lawrence J. Powell, Sr..

TRIBUTE TO LATE MR. ANTHONY PUSATERI.

WHEREAS, Anthony "Tony" Pusateri passed away on Saturday, January 6, 1996, at the age of seventy-three; and

WHEREAS, Anthony "Tony" Pusateri, loving father of Mary Ann (Tim) Monahan, Charlotte, Anthony and Michael; and

WHEREAS, Anthony "Tony" Pusateri, beloved son of the late Antonio and Mary Pusateri; and

WHEREAS, Anthony "Tony" Pusateri, fond grandfather of Anthony, Carla, Joel and Charles; and

WHEREAS, Anthony "Tony" Pusateri, dear brother of Peter, Rose (Elliot) Urani, Mary (Bernie) Reusz, Annette O'Connor, Larry (Elaine) and Richard (Nancy); and

WHEREAS, Anthony "Tony" Pusateri, fond uncle of many nieces and nephews; and

WHEREAS, Anthony "Tony" Pusateri, respected owner and operator of Halsted Street businesses for many years; and

WHEREAS, A cherished friend of many and a good neighbor to all, Anthony "Tony" Pusateri will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Anthony "Tony" Pusateri our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Anthony "Tony" Pusateri.

TRIBUTE TO LATE MR. ROBERT P. SAYRE.

WHEREAS, Robert P. Sayre passed away on Monday, January 29, 1996, at the age of seventy-four; and

WHEREAS, Robert P. Sayre, beloved husband of Barbara (nee Arnold); and

WHEREAS, Robert P. Sayre, dear father of William, Cecelia (Steven) Grzelinski, Danny, Jennifer and John (Mary) Sayre; and

WHEREAS, Robert P. Sayre, dear grandfather of Stephanie, Danny, John, Michael and Philip; and

WHEREAS, Robert P. Sayre, fond brother of the late Eleanor (Jack) Kompare, Agnes Arnold and Margie Sayre; and

WHEREAS, A cherished friend of many and a good neighbor to all, Robert P. Sayre will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Robert P. Sayre our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Robert P. Sayre.

TRIBUTE TO LATE MRS. DEBRA SMITH.

WHEREAS, Debra Smith (nee DePeder) passed away on Wednesday, January 24, 1996, at the age of forty-one; and

WHEREAS, Debra Smith, beloved wife of Russell; and

WHEREAS, Debra Smith, loving daughter of Ruth and Nicholas DePeder; and

WHEREAS, Debra Smith, fond sister of Nicholas (Diane) DePeder; and

WHEREAS, Debra Smith, fond aunt of Matthew and Michael DePeder; and

WHEREAS, Debra Smith, fond daughter-in-law of Josephine "Babe" (nee Calderone) and the late Allen Cozzie; and

WHEREAS, A cherished friend of many and a good neighbor to all, Debra Smith will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Debra Smith our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Debra Smith.

TRIBUTE TO LATE MRS. ADELLE G. STACK.

WHEREAS, Adelle G. Stack passed away on Monday, January 29, 1996, at the age of eighty; and

WHEREAS, Adelle G. Stack, dearly beloved wife of the late George Stack; and

WHEREAS, Adelle G. Stack, devoted mother of James (Barbara) Stack and Sharon Datro; and

WHEREAS, Adelle G. Stack, loving grandmother of Thomas L. and Stephanie Datro and James C. Stack; and

WHEREAS, Adelle G. Stack, dear sister of the late William (Stella) Jakut; and

WHEREAS, Adelle G. Stack, cherished aunt of Jacqueline Jakut; and

WHEREAS, A cherished friend of many and a good neighbor to all, Adelle G. Stack will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the family of the late Adelle G. Stack our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Adelle G. Stack.

CONGRATULATIONS EXTENDED TO MR. ANTHONY BATKO ON HIS RETIREMENT FROM BOARD OF MANAGERS OF VALENTINE BOYS AND GIRLS CLUB.

WHEREAS, Anthony Batko has retired from the Board of Managers of the Valentine Boys and Girls Club after thirty-six years of service; and

WHEREAS, Anthony Batko is also a past president of the Valentine Board; and

WHEREAS, The countless contributions of Anthony Batko to the Valentine Boys and Girls Club were recognized in 1991 when he was inducted into the Valentine Club's Hall of Fame; and

WHEREAS, The departure of Anthony Batko from Valentine Board of Managers is a result of his assuming the duties of president of the Union League Boys and Girls Club Foundation; and

WHEREAS, Anthony Batko is the founder and president of Vocab, Inc., an educational materials publishing company which has been located in the 11th Ward's Bridgeport community since 1958; and

WHEREAS, The Valentine Boys and Girls Club has benefited immeasurably by the presence of Anthony Batko on its board of managers, due to his generous and abiding interest in the welfare of the young men and women of the Bridgeport, Canaryville and Armour Square communities; and

WHEREAS, Anthony Batko will be greatly missed by his fellow board members, who wish him well in his new endeavor; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to Anthony Batko our sincere appreciation for his more than three decades of service on the Valentine Boys and Girls Club's Board of Managers, as well as our heartiest congratulations upon his new role as president of the Union League Boys and Girls Club Foundation; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Anthony Batko.

CONGRATULATIONS EXTENDED TO MR. SEAN M. BRUEN ON HIS SELECTION AS FINALIST IN AREA 2 CENTRAL REGION JUNIOR CITIZEN COMPETITION.

WHEREAS, The Chicago Park District for the past forty-three years has held a Junior Citizens competition to honor the outstanding young men and women of Chicago; and

WHEREAS, Junior Citizens are judged on the basis of their participation and leadership in local park, school, civic, community and religious activities, as well as special interests; and

WHEREAS, This year, twenty-two young adults from the ten parks located in Area 2 of the Chicago Park District's Central Region competed for the four finalist positions at the regional level; and

WHEREAS, Sean M. Bruen was selected as one of the two male finalists, representing Wilson Playground, at an awards ceremony held January 18, 1996, at McKinley Park; and

WHEREAS, Ranked number one in his senior class at De La Salle Institute, Sean Bruen is an outstanding student, athlete and member of his community; and

WHEREAS, Sean Bruen is highly deserving of the honor bestowed upon him by Area 2 of the Chicago Park District's Central Region; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this seventh day of February in 1996, do hereby extend to Sean Bruen our heartiest congratulations upon his selection as a finalist to represent Area 2 at the Central Region's Junior Citizen competition; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Sean Bruen.

CONGRATULATIONS EXTENDED TO MS. MELISSA FLANIGAN ON HER SELECTION AS FINALIST IN AREA 2 CENTRAL REGION JUNIOR CITIZEN COMPETITION.

WHEREAS, The Chicago Park District for the past forty-three years has held a Junior Citizens competition to honor the outstanding young men and women of Chicago; and

WHEREAS, Junior Citizens are judged on the basis of their participation and leadership in local park, school, civic, community and religious activities, as well as special interests; and

WHEREAS, This year twenty-two young adults from the ten parks located in Area 2 of the Chicago Park District's Central Region competed for the four finalist positions at the regional level; and

WHEREAS, Melissa Flanigan was selected as one of the two female finalists, representing Boyce Playground, at an awards ceremony held January 18, 1996, at McKinley Park; and

WHEREAS, Melissa Flanigan is an outstanding student, athlete and member of her community; and

WHEREAS, Melissa Flanigan is highly deserving of the honor bestowed upon her by Area 2 of the Chicago Park District's Central Region; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here this seventh day of February in 1996, do hereby extend to Melissa Flanigan our heartiest congratulations upon her selection as a finalist to represent Area 2 at the Central Region's Junior Citizen competition; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Melissa Flanigan.

CONGRATULATIONS EXTENDED TO REVEREND ROBERT J. ROLL ON HIS TENTH ANNIVERSARY AS PASTOR OF SAINTS PETER AND PAUL CHURCH.

WHEREAS, The parishioners of Saints Peter and Paul Church will gather on Saturday, February 10, 1996, for a liturgical celebration to mark the tenth anniversary of Father Robert Roll as their pastor; and

WHEREAS, Reverend Robert J. Roll was ordained at Saint Mary of the Lake Seminary on May 13, 1977; and

WHEREAS, Before coming to Saints Peter and Paul, Reverend Roll served as the associate pastor of Saint Constance, Saint Giles (Oak Park) and Saint Cornelius Parishes; and

WHEREAS, Reverend Roll also worked with the Archdiocesan Office of Radio and Television, serving as a consultant and host for WLS-TV during the visit of Pope John Paul II to Chicago in 1979; and

WHEREAS, Since assuming the duties of pastor at Saints Peter and Paul ten years ago, Reverend Roll has worked diligently and successfully to unify the diverse elements of the Saints Peter and Paul spiritual community; and

WHEREAS, Numbered among his many innovations are the Friendship Club for seniors, the Our Lady of Guadalupe Society, a Sunday School for pre-schoolers, and the introduction of fine musical performances by the Lira Singers, as well as jazz concerts,visiting church choirs and musical groups; and

WHEREAS, Reverend Roll recently led the parishioners of Saints Peter and Paul through the observance of the centennial anniversary of the founding of the parish, presiding over several events, including a centennial mass attended by His Eminence Joseph Cardinal Bernardin, and a centennial gala for 1,400 persons at Navy Pier; and

WHEREAS, In his ten years as pastor of Saints Peter and Paul Church, Reverend Robert J. Roll has helped the parish to continue to grow in faith and love in Christ; and

WHEREAS, The parishioners of Saints Peter and Paul look forward to Reverend Roll's leadership and guidance in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to Reverend Robert J. Roll and the parishioners of Saints Peter and Paul Church our sincerest congratulations upon his tenth anniversary as pastor; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Reverend Robert J. Roll.

CONGRATULATIONS EXTENDED TO MR. PETER SERIO ON HIS SELECTION AS FINALIST IN AREA 2 CENTRAL REGION JUNIOR CITIZEN COMPETITION.

WHEREAS, The Chicago Park District for the past forty-three years has held a Junior Citizens competition to honor the outstanding young men and women of Chicago; and

WHEREAS, Junior Citizens are judged on the basis of their participation and leadership in local park, school, civic, community and religious activities, as well as special interests; and

WHEREAS, This year twenty-two young adults from the ten parks located in Area 2 of the Chicago Park District's Central Region competed for the four finalist positions at the regional level; and

WHEREAS, Peter Serio was selected as one of the two male finalists, representing McGuane Park, at an awards ceremony held January 18, 1996, at McKinley Park; and

WHEREAS, Ranked number two in his senior class at De LaSalle Institute, Peter Serio is an outstanding student, athlete and member of his community; and

WHEREAS, Peter Serio is highly deserving of the honor bestowed upon him by Area 2 of the Chicago Park District's Central Region; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to Peter Serio our heartiest congratulations upon his selection as a finalist to represent Area 2 at the Central Region's Junior Citizen competition; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Peter Serio.

CONGRATULATIONS EXTENDED TO SAINT BARBARA ELEMENTARY SCHOOL ON RECEIPT OF 1995 "CARDINAL BERNARDIN TEACHER ACHIEVEMENT AWARD".

WHEREAS, Saint Barbara Elementary School was the 1995 recipient of the Cardinal Bernardin Teacher Achievement Award; and

WHEREAS, The Cardinal Bernardin Teacher Achievement Award was established by Mr. and Mrs. John W. Croghan to financially reward the faculty of a school which has produced the highest student successes as measured by the California Achievement Test (C.A.T.) scores; and

WHEREAS, The C.A.T. scores of Saint Barbara's fifth and seventh graders in 1994 -- 1995 exceeded the criterion set for nomination for the Cardinal Bernardin Teacher Achievement Award, by topping anticipated scores in all ten testing categories; and

WHEREAS, Only six schools were nominated for the prestigious award, which is awarded annually to only one school; and

WHEREAS, The 1995 award recognizes those teachers who were members of the Saint Barbara faculty during the 1994 -- 1995 academic year; and

WHEREAS, The sum of $25,000 will be shared equally by the following members of the 1994 -- 1995 faculty: Mrs. Mary Ann DeBiase, Ms. Stefanie Wojtonik, Mrs. Margaret Donnelly, Ms. Mary Atkus, Mrs. Phyllis LoPiccolo, Mrs. Colette Flynn, Mrs. Rita Sparks, Mr. John Salecki, Mrs. Laura Gersch,

Mrs. Elizabeth McClaughry, Mr. Sherman Smith, Mr. James Panazzo, Sister Agnes and Mrs. Dorene Hurckes; and

WHEREAS, Located in the heart of the 11th Ward's Bridgeport community, Saint Barbara Elementary School is an outstanding example of a Catholic School which emphasizes a family atmosphere amid expectations of academic excellence, and as such is highly deserving of the recognition which it has received from the Cardinal Bernardin Teacher Achievement Award; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventh day of February in 1996, do hereby extend to the members of Saint Barbara Elementary School's faculty for the academic year 1994 -- 1995 our heartiest congratulations upon receiving the "1995 Cardinal Bernardin Teacher Achievement Award"; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Saint Barbara Elementary School.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MRS. JEAN AUGUSTYN.

WHEREAS, God in his infinite wisdom has called Jean Augustyn to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Stanley; loving mother of Donald and Ronald; dearest grandmother of Amy Lube, Lisa, Marcy, Darren, Jay, Stephen, Catherine and Michael Augustyn; and fond sister of Sophie Surdyk, Jean leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Jean Augustyn and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jean Augustyn.

TRIBUTE TO LATE MR. JOHN CAHILL.

WHEREAS, God in his infinite wisdom has called John Cahill to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved son of Peggy; dearest brother of Michael Cahill, Julie Cahill and Jim Cahill; loving companion of Marie Reynolds; fond nephew of Mary Darcy, Jim Canavan, Rita Cecich, Tom Canavan, Donna Canavan, William Canavan and Kathy Egan; and dearest uncle of baby Michael, John leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of John Cahill and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Cahill.

TRIBUTE TO LATE MRS. LOTTIE E. FILA.

WHEREAS, God in his infinite wisdom has called Lottie E. Fila to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of Edward S.; loving mother of Marilyn Cioper, Adrienne LaBarbera and Jerry Fila; dearest grandmother of Angela Mehalek, Joseph LaBarbera, Nicole and Kyle Cioper, Janel, Jeremy and Jamison Fila; great-grandmother of Marissa and Martin Mehalek and Mia LaBarbera; dear sister of Eva Widlah, Edward and the late Stanley, Joseph,

Chester, Harry and Frances Labak; fond sister-in-law of Adeline Gurak, Lillian Jarvis, Shirley Scribano and the late Leonard Fila, Elizabeth Sonsiadek and Johanna Glatzhoffer, Lottie leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Lottie E. Fila and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lottie E. Fila.

TRIBUTE TO LATE MR. ALPHONSE P. JURAWICZ.

WHEREAS, God in his infinite wisdom has called Alphonse P. Jurawicz to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Lillian; loving brother of Nancy Benny and the late John Jurawicz; dear brother-in-law of Helen and Eugene Grabowski and Florence Kula; fond uncle and great-uncle of many nieces and nephews, Alphonse leaves a legacy of faith, compassion, dignity, love and courage as Alphonse was a World War II Army veteran; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Alphonse P. Jurawicz and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Alphonse P. Jurawicz.

TRIBUTE TO LATE MR. LELAND G. KIEPKE.

WHEREAS, God in his infinite wisdom has called Leland G. Kiepke to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Alice; loving father of Ramona Golding and Elroy Kiepke; grandfather of four; and great-grandfather of one, Leland leaves a legacy of faith, compassion, dignity, love and courage as Leland was a World War II Navy veteran; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Leland G. Kiepke and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Leland G. Kiepke.

TRIBUTE TO LATE MRS. ELVINA S. KIRN.

WHEREAS, God in his infinite wisdom has called Elvina S. Kirn to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of Edwin; loving mother of Laureen McLaughlin and Michael; dear grandmother of John and Meghan; and fond sister of Adele Soika, Elvina leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Elvina S. Kirn and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elvina S. Kirn.

TRIBUTE TO LATE MR. FRANK LECH.

WHEREAS, God in his infinite wisdom has called Frank Lech to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Stephanie; loving father of Leonore Garofolo, Lorene Pontarelli and Jerome; dear grandfather of ten; great grandfather of five; and uncle to many nieces and nephews, Frank leaves a legacy of faith, compassion, dignity and love, and courage as Frank was an Army Veteran; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Frank Lech and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank Lech.

TRIBUTE TO LATE MRS. ELEANORE M. MARSZALEK.

WHEREAS, God in his infinite wisdom has called Eleanore M. Marszalek to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the loving wife of Clement; dear mother of Lawrence, Linda Spence, Leonard and Lewis; grandmother of fourteen; fond daughter of Ann and the late John Paetke; and sister of the late John Paetke, Eleanore leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Eleanore M. Marszalek and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Eleanore M. Marszalek.

TRIBUTE TO LATE MR. JOHN J. MILDICE.

WHEREAS, God in his infinite wisdom has called John J. Mildice to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, John was a vital and active citizen of the City of Chicago and a sergeant in the Chicago Police Department; and

WHEREAS, As the loving husband of Karen; dearest father of John, Jr.; beloved son of Josephine and Joseph T. Mildice; dear brother of Patricia Lane, William Mildice, Joan Bowers, Jean Bainer and Ann Mildice, John leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of John J. Mildice and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Mildice.

TRIBUTE TO LATE MRS. CAROL JOAN PIERCE.

WHEREAS, God in his infinite wisdom has called Carol Joan Pierce to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the cherished wife of Gene; precious mother of Debbie Ramos, Jean Tokarz, JoAnn Maroney and Kim Roti; honorable mother of Debbie Murray; proud grandmother of ten; loving daughter of William and Ann Brandt; treasured sister of Shirley Alabeau and Judith Brandt; and special aunt and friend to many, Carol leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Carol Joan Pierce and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carol Joan Pierce.

TRIBUTE TO LATE MRS. BARTOLA RIZZO.

WHEREAS, God in his infinite wisdom has called Bartola Rizzo to her eternal reward at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Silvestro; loving mother of Antonina Terrano, Joseph Rizzo and Josephine Pulizzi; grandmother of Rose Folli, Lina Terrano, Michael Rizzo, Anita Wistocki and John Rizzo; great-grandmother of Anthony Wistocki and Brandon Rizzo; dear sister of Antonino and Salvatore Volpe and Alfonsa Virga, Bartola leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Bartola Rizzo and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bartola Rizzo.

TRIBUTE TO LATE MR. STEVE SOPRON.

WHEREAS, God in his infinite wisdom has called Steve Sopron to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Zora; loving father of Stephen and John; dearest grandfather of Dawn, John and Richard; fond brother of the late Fred and John; and fond brother-in-law of the late Zvonimir Braje, Steve leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Steve Sopron and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Steve Sopron.

TRIBUTE TO LATE MRS. HELEN R. WIELGOSZ.

WHEREAS, God in his infinite wisdom has called Helen R. Wielgosz to her eternal reward at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved mother of Barbara and the late Dorothy Wielgosz; sister of the late Mary Phillips, Victoria Dedo and Frank Kowalczyk, Helen leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Helen R. Wielgosz and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen R. Wielgosz.

TRIBUTE TO LATE MR. ROBERT H. YOUNG.

WHEREAS, God in his infinite wisdom has called Robert H. Young to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Mary; loving father of Robert, Margie Scudella, Sharon Casteel, Thomas, Michael Hartney, Theresa Kapugi, Kimberly Groth, and the late Michael and Nancy Young; fond grandfather of twenty-six; brother of William Young, the late Betty Kwiatt, and the late Katherine Folta, Robert leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Robert H. Young and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert H. Young.

TRIBUTE TO LATE MR. STANLEY J. ZOLADZ.

WHEREAS, God in his infinite wisdom has called Stanley J. Zoladz to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Florence; loving father of Carol Carbray and the late Stanley; dearest grandfather of David Zoladz, Guy, Carolyn and Cathleen Carbray; great-grandfather of Daniel and Kevin Carbray and Amanda Zoladz; fond brother of Lorraine Fell, the late Joseph, Sophie Hemeika, Helen Novak, Ann Dryjanski and Edward, Stanley leaves a legacy of faith, compassion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this seventh day of February, 1996, do hereby express our sorrow on the death of Stanley J. Zoladz and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stanley J. Zoladz.

CONGRATULATIONS EXTENDED TO GEORGE AND CONSTANCE BERGER ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, George and Constance Berger celebrated their fiftieth wedding anniversary on September 1, 1995; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, May George and Constance's symbol of love, commitment and dedication to one another and their family serve as a source of strength to our society which often times neglects these values; values which must be held dear in order for families to stay strong and for Chicago to stay strong; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby express our congratulations to George and Constance Berger and their family and wish them many more years of love and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to George and Constance Berger.

CONGRATULATIONS EXTENDED TO JULIUS AND ELLIE IVANCSITS ON THEIR TWENTY-FIFTH WEDDING ANNIVERSARY.

WHEREAS, Julius and Ellie Ivancsits celebrated their twenty-fifth wedding anniversary on November 5, 1995; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May Julius and Ellie's symbol of strength, love and commitment to each other and their family serve as an example to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1996, do hereby congratulate Julius and Ellie Ivancsits on their silver anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Julius and Ellie Ivancsits.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. JOSEPHINE P. ALBRIGHT.

WHEREAS, Josephine Patterson Albright has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Josephine Patterson Albright was the daughter of Joseph Medill Patterson, founder of the *Daily News* in New York and who also helped found the *Chicago Tribune*; and

WHEREAS, Born in Libertyville, Illinois, Josephine Patterson Albright became the youngest pilot to fly the mail route between Chicago and St. Louis before her eighteenth birthday; and

WHEREAS, After proving her skill as an aviatrix in the 1920s, Josephine Patterson Albright later became a renowned journalist who covered Chicago crime stories during the colorful "Front Page" era of American journalist; and

WHEREAS, Included among the many accomplishments of Josephine Patterson Albright were the founding of a dairy farm which later became the Hawthorne-Melody Dairy, a major Illinois enterprise; and

WHEREAS, To her beloved sons, Joseph and Adam, and cherished daughters, Alice and Dinah, Josephine Patterson Albright leaves a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Josephine Patterson Albright for her fruitful life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Josephine Patterson Albright.

TRIBUTE TO LATE MR. WILLIAM C. ATTEN.

WHEREAS, William C. Atten has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, William C. Atten, a lifelong resident of Wheaton, served as judge of the 18th Judicial Circuit Court in DuPage County; and

WHEREAS, The law career of William C. Atten spanned a half century of devoted service; and

WHEREAS, William C. Atten also was a longtime executive officer of the Central DuPage and Loan Association; and

WHEREAS, To all who knew William C. Atten, he was considered a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Rita; children, Margaret, Mary, Charles and James; and his stepchildren, William, Michael, Collette and Patricia, William C. Atten imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate William C. Atten for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William C. Atten.

TRIBUTE TO LATE HONORABLE ROBERT BRANDT, FORMER ALDERMAN OF THIRTY-THIRD WARD.

WHEREAS, Robert Brandt has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Robert Brandt served as alderman of the 33rd Ward in the City of Chicago from 1963 until 1971; and

WHEREAS, While serving in public office, Robert Brandt was respected for his skills as a thoroughly prepared and reflective orator; and

WHEREAS, Before his election as alderman, Robert Brandt served as a juvenile officer for the Cook County Sheriff's Office; and

WHEREAS, During World War II, Robert Brandt served as a United States Navy flight instructor; and

WHEREAS, For fifty-six years Robert Brandt was a funeral director in the West Town and Logan Square neighborhoods; and

WHEREAS, To his beloved wife, Eugenie, and son, Michael, Robert Brandt imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Robert Brandt for a grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Brandt.

TRIBUTE TO LATE MRS. GERTRUDE M. COIT.

WHEREAS, Gertrude M. Coit has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Gertrude M. Coit was known for her strong will, sly wit and a most intuitive grasp of the workings of county government; and

WHEREAS, With devoted service, Gertrude M. Coit was a member of the DuPage County Board for a decade and served as its vice chairman from 1992 to 1994; and

WHEREAS, Gertrude M. Coit was chairman of the DuPage County Board's Development Committee, which oversees important county zoning and planning issues and the disbursement of federal grant money; and

WHEREAS, Previously, Gertrude M. Coit served as Darien city clerk for sixteen years before her election to the County Board; and

WHEREAS, Gertrude M. Coit was a respected public official whose strong sense of loyalty and devotion on behalf of her constituents was unmatched; and

WHEREAS, To her cherished sons, Terry, Fred, Jr. and John; and daughters, Roberta and Debbie, Gertrude M. Coit imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Gertrude M. Coit for a grace-filled life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Gertrude M. Coit.

TRIBUTE TO LATE REVEREND CHARLES E. CRONIN.

WHEREAS, The Reverend Charles E. Cronin has been called to eternal life by the wisdom of God at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Charles E. Cronin grew up in Wilmette and was ordained at Saint Mary of the Lake Seminary in Mundelein in 1961; and

WHEREAS, With devoted service, the Reverend Charles E. Cronin served a number of parishes in Chicago, Libertyville and Skokie and was the immediate past dean of all Catholic parishes in Northern Cook County; and

WHEREAS, The Reverend Charles E. Cronin has been eulogized as a humble servant of God who served as pastor of Queen of All Saints Basilica on the northwest side; and

WHEREAS, The Reverend Charles E. Cronin was particularly devoted to Catholic education and gave much of his time to expanding the endowment fund for the Queen of All Saints parish school; and

WHEREAS, To his beloved brother, Dominic and sisters, Sue, Mary, Judy, Marion and Sister Teresa, the Reverend Charles E. Cronin imparts a legacy of faith, dignity and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate the Reverend Charles E. Cronin for a grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Reverend Charles E. Cronin.

TRIBUTE TO LATE MRS. LORAINE RICHARDSON GREEN.

WHEREAS, Loraine Richardson Green has been called to eternal life by the wisdom of God at the age of one hundred six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Loraine Richardson Green was the first African-American woman ever appointed to serve on the Chicago Board of Education; and

WHEREAS, From 1958 to 1969, Loraine Richardson Green served eleven years on the School Board; and

WHEREAS, For nearly two decades, Loraine Richardson Green served on the Chicago Commission on Human Relations; and

WHEREAS, All who knew Loraine Richardson Green dearly admired her for an ageless sense of energy and thoughtfulness toward others; and

WHEREAS, Loraine Richardson Green was married to the late Cook County Circuit Court Judge Wendell Elbert Green, the first African-American judge in Cook County; and

WHEREAS, To her cherished nephew, Frank Vincent, Loraine Richardson Green imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Loraine Richardson Green for her grace-filled life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Loraine Richardson Green.

TRIBUTE TO LATE MS. BARBARA JORDAN.

WHEREAS, Barbara Jordan has been called to eternal life by the wisdom of God at the age of fifty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, In 1966, Barbara Jordan became the first African American woman elected to the Texas State Legislature; and

WHEREAS, In 1972, Barbara Jordan became the first African American woman elected to the United States Congress from the South; and

WHEREAS, Known for her ringing oratory, Barbara Jordan became the face of moral authority during the Watergate impeachment hearings in 1974; and

WHEREAS, Barbara Jordan delivered its stirring keynote address at the 1976 Democratic National Convention; and

WHEREAS, After once being considered a possible vice presidential candidate, Barbara Jordan left politics after three terms in the United States House of Representatives, choosing to teach at the University of Texas; and

WHEREAS, Barbara Jordan was eulogized by President William J. Clinton noting that her convictions "challenged us as a nation to confront our weaknesses and live peacefully together as equals"; and

WHEREAS, To her beloved mother, Arlyne Jordan, and two sisters, Barbara Jordan imparts a splendid legacy of service, faith and dignity that is a model to all Americans; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby

commemorate Barbara Jordan for her fruitful life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Barbara Jordan.

TRIBUTE TO LATE MONSIGNOR THEODORE A. KACZOROWSKI.

WHEREAS, Monsignor Theodore A. Kaczorowski has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Monsignor Theodore A. Kaczorowski served with the Archdiocese Mission Band where he preached around the country until 1960; and

WHEREAS, With beloved devotion, Monsignor Theodore A. Kaczorowski later returned to Chicago and served as pastor of Saint Casimir Parish from 1961 until 1979; and

WHEREAS, Because Monsignor Theodore A. Kaczorowski had first been assigned to Saint Casimir's as a curate, his time as pastor there was especially befitting and joyous; and

WHEREAS, The Chicago Council of the Catholic League for Religious Assistance to Poland honored Monsignor Theodore A. Kaczorowski as its "Man of the Year" in 1992; and

WHEREAS, To his cherished sisters, Monica and Florence, and many nieces and nephews, Monsignor Theodore A. Kaczorowski imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Monsignor Theodore A. Kaczorowski for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Monsignor Theodore A. Kaczorowski.

TRIBUTE TO LATE MR. ELMER KISSANE.

WHEREAS, Elmer Kissane has been called to eternal life by the wisdom of God 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, Elmer Kissane, a longtime resident of Northfield, was a retired Cook County prosecutor and chief of the criminal appeals division of the Cook County State's Attorney's Office; and

WHEREAS, Elmer Kissane served under six Democratic and three Republican Cook County state's attorneys; and

WHEREAS, Elmer Kissane was a graduate of Loyola University and received his law degree from John Marshall Law School; and

WHEREAS, Elmer Kissane began with the Cook County State's Attorney's Office in 1950 and participated in many famous cases, including the 1952 post-conviction hearing of William G. Heirens; and

WHEREAS, After forty-three years of devoted public service, Elmer Kissane retired in 1993; and

WHEREAS, To his cherished wife of forty-one years, Jeanne; his beloved daughters, Mary Jean and Katherine; and his sons, Paul, William and John, Elmer Kissane imparts a splendid legacy of service, faith and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Elmer Kissane for his fruitful life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elmer Kissane.

TRIBUTE TO LATE MR. MARSHALL KORSHAK.

WHEREAS, Marshall Korshak has been called to eternal life by the wisdom of God 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, Marshall Korshak was a longtime presence in Democratic politics and also served in local and state government; and

WHEREAS, As a longtime admirer of Franklin D. Roosevelt, Marshall Korshak entered politics as a precinct captain during F.D.R.'s 1932 presidential campaign; and

WHEREAS, While in law school, Marshall Korshak was employed as a worker for the City of Chicago's Street and Sanitation Department and in 1939 became an assistant Cook County state's attorney; and

WHEREAS, For years Marshall Korshak was 5th Ward Democratic committeeman under Mayor Richard J. Daley and was also director of the City of Chicago's Department of Revenue; and

WHEREAS, Between 1951 and 1962, Marshall Korshak was a state senator and a Metropolitan Sanitary District trustee; and

WHEREAS, Marshall Korshak was elected Treasurer of the City of Chicago in 1967; and

WHEREAS, Marshall Korshak served on the Police Board and was an advocate of bulletproof vests for police officers and co-chaired Citizens For Safety Vests, which raised money from the private sector to provide safety vests for officers; and

WHEREAS, Political observers held Marshall Korshak in high esteem not only for his ability as a skilled legislator and public administrator but also for his charm, wit and storytelling ability; and

WHEREAS, To his cherished wife of sixty-one years, Edith; his devoted daughters, Margie Korshak and Hope Rudnick; four grandchildren; and four great-grandchildren, Marshall Korshak imparts a legacy of devotion, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Marshall Korshak for a fruitful life of service, devotion and dignity and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marshall Korshak.

TRIBUTE TO LATE MR. SIDNEY KORSHAK.

WHEREAS, Sidney Korshak has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Sidney Korshak was born on Chicago's west side, the son of a refugee from Lithuania and received his law degree from DePaul University in 1930; and

WHEREAS, Sidney Korshak served in the office of the corporation counsel during the depression and later opened his own firm and practiced for many years in Chicago; and

WHEREAS, A colorful figure, Sidney Korshak was known for his hospitality and as a confidant of stars in the entertainment industry; and

WHEREAS, Sidney Korshak was a labor consultant who helped mediate disputes and earned a reputation as a successful arbiter and astute business advisor to major corporations; and

WHEREAS, His death came only two days after that of his brother Marshall Korshak, a longtime Chicago political leader; and

WHEREAS, To his beloved wife, Bernice; and his children, Stuart, Harry and Kate, Sidney Korshak leaves a legacy of devotion, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Sidney Korshak for his fruitful life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sidney Korshak.

TRIBUTE TO LATE HONORABLE ALOYSIUS MAJERCZYK, FORMER ALDERMAN OF TWELFTH WARD.

WHEREAS, Aloysius "Al" Majerczyk has been called to eternal life by the wisdom of God at the age of sixty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Aloysius "Al" Majerczyk was a former southwest side alderman representing the 12th Ward from 1979 to 1987; and

WHEREAS, In representing the ward which included the Brighton Park and McKinley Park neighborhoods, Aloysius "Al" Majerczyk was instrumental in its economic development, including a shopping center built with tax increment financing at West 47th Street and South Kedzie Avenue; and

WHEREAS, Aloysius "Al" Majerczyk was noted for his outspoken eloquence on the City Council floor and his participation in the political tradition of the City of Chicago; and

WHEREAS, Aloysius "Al" Majerczyk served in the United States Marines during the Korean War and was a Chicago police officer for nineteen years before entering the political arena; and

WHEREAS, To his beloved wife, Myrtle; and cherished children, James, David, Stuart and Patricia, Aloysius "Al" Majerczyk imparts a splendid legacy of service, faith and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Aloysius "Al" Majerczyk for his fruitful life of service and dignity 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 Aloysius "Al" Majerczyk.

TRIBUTE TO LATE MR. KENNETH F. MONTGOMERY.

WHEREAS, Kenneth F. Montgomery has been called to eternal life by the wisdom of God at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Kenneth F. Montgomery devoted much of his life to contributing to higher education, social causes and the fine arts in Chicago; and

WHEREAS, As a relative of the C. W. Post family, of cereal fame, Kenneth F. Montgomery used much of his inheritance to unselfishly support the education of others; and

WHEREAS, Kenneth F. Montgomery provided scholarships for students at Dartmouth University, the University of Notre Dame, Harvard University and Stanford University Law School; and

WHEREAS, As a major philanthropist in the arts, Kenneth F. Montgomery also endowed the Kenneth F. Montgomery Prize of Society of Midland Authors; and

WHEREAS, Kenneth F. Montgomery was the past president of the Fine Arts Music Foundation of Chicago; and

WHEREAS, An active member of the Democratic Party, Kenneth F. Montgomery received the John F. Kennedy Public Service Award in 1988; and

WHEREAS, As a partner in the law firm of Wilson & McIlvaine, Kenneth F. Montgomery was involved in several major cases which established legal precedent helping to interpret estate and other laws; and

WHEREAS, To his beloved wife, Harle; and his cherished children, Henrietta and Kenneth; and stepchildren, Marvin and Tyrell, Kenneth F. Montgomery imparts a splendid legacy of service, faith and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Kenneth F. Montgomery for his fruitful life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kenneth F. Montgomery.

TRIBUTE TO LATE MR. JOHN P. PAYNTER.

WHEREAS, John P. Paynter has been called to eternal life by the wisdom of God at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John P. Paynter, a resident of Glenview, served as director of bands at Northwestern University for forty-two years; and

WHEREAS, In that role, John P. Paynter, helped the Northwestern Wildcats marching band, the symphonic wind ensemble, and the university's concert and symphonic bands to be ranked among the finest in the country; and

WHEREAS, In January, 1996, John P. Paynter accompanied the marching band to the Rose Bowl in Pasadena, California -- something he had last done as a clarinet-playing student during the school's last appearance there in 1949; and

WHEREAS, John P. Paynter was eulogized as an icon to generations of musicians and musical teachers; and

WHEREAS, To all who knew John P. Paynter, he was considered a bright beacon of professionalism and thoughtfulness toward others; and

WHEREAS, To his beloved wife, Marietta; children, Bruce and Megan; and four grandchildren, John P. Paynter imparts a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate John P. Paynter for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John P. Paynter.

TRIBUTE TO LATE MR. F. DEAN TAYLOR.

WHEREAS, F. Dean Taylor has been called to eternal life by the wisdom of God 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, As a managing partner of Andersen Consulting, F. Dean Taylor used his consulting skills to help many of Chicago's leading companies apply technology to the growth and success of their businesses; and

WHEREAS, With tireless leadership, F. Dean Taylor was involved in a wide variety of civic and cultural activities, including serving as chairman of the United Way of Chicago; and

WHEREAS, F. Dean Taylor also served on the board of directors of Evanston Hospital and on the advisory councils of the March of Dimes and Lawndale Community School; and

WHEREAS, To his cherished wife, Donna; beloved son, Greg; and daughter, Molly, F. Dean Taylor imparts a legacy of service, faith and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby commemorate F. Dean Taylor for his fruitful life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of F. Dean Taylor.

TRIBUTE TO LATE MR. RALPH W. YARBOROUGH.

WHEREAS, Ralph W. Yarborough has been called to eternal life by the wisdom of God at the age of ninety-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Ralph W. Yarborough was a political populist known for his eloquent oratory during his nearly fourteen years in the United States Senate; and

WHEREAS, In November, 1963, Ralph W. Yarborough rode in the second car of the Dallas motorcade in which President John F. Kennedy was killed; and

WHEREAS, Ralph W. Yarborough was the only southern senator who voted for the 1964 Civil Rights Act; and

WHEREAS, After leaving the Senate and despite his age, Ralph W. Yarborough continued to remain active as a lawyer practicing civil law; and

WHEREAS, To his cherished wife, Opal; his brother; two sisters; and three grandchildren, Ralph W. Yarborough imparts a splendid legacy of service, faith and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this seventh day of February, 1996, do hereby commemorate Ralph W. Yarborough for his fruitful life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ralph W. Yarborough.

CONGRATULATIONS EXTENDED TO MRS. GINNY BOROWSKI ON HER RETIREMENT AS MANAGER OF SPECIAL SERVICE FOR AMERICAN AIRLINES.

WHEREAS, Ginny Borowski, Manager of Special Service for American Airlines, retired on January 1, 1996; and

WHEREAS, The Chicago City Council has been informed of her retirement by Alderman Edward M. Burke; and

WHEREAS, A Chicago native, Ginny Borowski caps a splendid thirty year career with the carrier, the last ten years assisting top customers as they traveled through O'Hare International Airport; and

WHEREAS, Ginny Borowski began her career as a ticket agent and rose through the ranks to become the first female passenger service manager at O'Hare International Airport; and

WHEREAS, As Manager of Special Service for American Airlines, Ginny Borowski began her days at three o'clock in the morning and often worked twelve hour days; and

WHEREAS, Ginny Borowski became well known to the dignitaries and celebrity passengers she assisted; and

WHEREAS, Ginny Borowski's dedicated service to American Airlines will continue in her new role of consultant, helping create similar special service operations at other airports and assisting at corporate board meetings; and

WHEREAS, Ginny Borowski is a model of integrity, dedicated service and good will to all in the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council do hereby commemorate Ginny Borowski for her outstanding service and do hereby extend our best wishes for a retirement filled with health and fresh enterprise; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ginny Borowski.

CONGRATULATIONS EXTENDED TO DETECTIVE DANIEL ROLEWICZ ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Daniel Rolewicz, a detective with the Chicago Police Department, retired on January 18, 1996; and

WHEREAS, The Chicago City Council has been informed of his retirement by Alderman Edward M. Burke; and

WHEREAS, On December 1, 1955, at the age of only twenty-three, Daniel Rolewicz became the youngest member of the Chicago Police Department ever promoted to the rank of detective; and

WHEREAS, Daniel Rolewicz served the people of Chicago with distinction for forty years, one month and seventeen days -- the longest held rank of detective in the history of the Chicago Police Department; and

WHEREAS, Daniel Rolewicz joined the Chicago Police Department on October 1, 1954, after being encouraged by two cousins who already served in law enforcement; and

WHEREAS, Over his career, the Chicago Police Department honored Daniel Rolewicz with numerous awards for meritorious service including, on one occasion, honoring him for saving the lives of three children pulled from a burning apartment building on December 26, 1956; and

WHEREAS, Following his retirement, Daniel Rolewicz is preparing to celebrate his forty-second wedding anniversary with his wife, Josephine, on May 2, 1996; and

WHEREAS, Through his many years of dedicated service, Daniel Rolewicz offers a model to others for service, integrity and good will; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council do hereby commemorate Daniel Rolewicz for his outstanding service to the City of Chicago and do hereby extend our best wishes for a retirement filled with health and fresh enterprise; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Daniel Rolewicz.

Presented By

ALDERMAN JONES (15th Ward):

CONSIDERATION FOR ADOPTION OF "HAIL TO THEE, CHICAGO" AS OFFICIAL CITY ANTHEM.

WHEREAS, The officials of the City of Chicago have long expressed a desire for an official city anthem and/or theme song which would be original, evident of craftsmanship and appropriate for use at various ceremonial and official events; and

WHEREAS, Estella A. "Cookie" Johnson-Hunt wrote a song, "Hail To Thee, Chicago" which was designed for the city's use in 1982. Over the years, she has perfected her creation by having it professionally orchestrated and arranged by John E. King, and has voluntarily published and packaged the song in sound recordings and sheet music at her own expense; and

WHEREAS, "Hail to Thee, Chicago" is vibrant and well-written, reflecting the diversity of our great city and uniting the hearts of the city as well as its suburbs. Already, the authors have received testimonial letters from community groups and organizations endorsing its mission, capped by a mayoral proclamation in 1994; and

WHEREAS, The composers own the rights to the song, "Hail To Thee, Chicago", and have shown willingness to license the City of Chicago, under separate agreement, to use it at any time and at any official events, while the authors retain their royalties and related rights; and

WHEREAS, "Hail to Thee, Chicago" includes all nationalities and races and praises the municipal leadership; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago hereby give serious consideration to adopting Estella A.

Johnson-Hunt and John E. King's "Hail To Thee, Chicago" as its official city anthem.

Presented By

ALDERMAN STREETER (17th Ward):

TRIBUTE TO LATE MRS. AQA NEFER KHERITA (DEBORAH CATHERINE STREETER).

WHEREAS, On Saturday, January 6, 1996 at the Cook County Hospital in the early evening, God in his infinite wisdom called to her eternal reward Aqa Nefer Kherita (Deborah Catherine Streeter) the beloved daughter of 17th Ward Alderman Allan and Delores Streeter; and

WHEREAS, Aqa was born in Temple, Texas, August 19, 1955; and

WHEREAS, Aqa was very active as a child and during her adult years. She attended Saint Leo Elementary School and Academy of Our Lady High School, graduating in 1973; and

WHEREAS, She was community-minded and believed in mankind living under their own vine and fig tree. She was a licensed manicurist for over fifteen years, she held various clerical and secretarial positions from 1973 to 1995 until her health began to fail; and

WHEREAS, She was president of P.R.O. (People Reaching Out) a community rehabilitation organization; vice president of New World Builders Construction Co.; counselor for Herbal Health and Fasting Institute, and a member of Meta-Center Metaphysics Organization; and

WHEREAS, Aqa was affiliated with Ausar-Auset Society of Ancient Egyptian tradition and on December 4, 1994 Aqa was united in marriage to Carl D. Burns who was always there for her support and encouragement. She will be lovingly remembered by her husband Carl; father, Allan; mother, Delores; twin brother, Leon; sister, Anita; aunts, uncles, cousins and a host of 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 seventh day of February, 1996, A.D., do hereby express our sorrow on the passing of Aqa Nefer Kherita (Deborah Catherine Streeter) and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Aqa Nefer Kherita.

Presented By

ALDERMAN MURPHY (18th Ward):

TRIBUTE TO LATE MR. JOHN BRUTON.

WHEREAS, God in his infinite wisdom has called to his eternal reward John Bruton, beloved citizen and friend, January 11, 1996; and

WHEREAS, In a life of love and generosity, John Bruton leaves a valuable and indelible impression on his family, friends and neighbors; and

WHEREAS, To his beloved wife, Mary Jane, and to his many relatives and friends, John Bruton has imparted a legacy of faith, integrity and dignity. He will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in assembly this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of John Bruton, 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 Bruton and family.

TRIBUTE TO LATE MRS. LAURA BUCHINO.

WHEREAS, God in his infinite wisdom has called to her eternal reward Laura Buchino, loving wife, mother, citizen and friend, January 8, 1996; and

WHEREAS, Laura Buchino gave generously; her uniqueness and special gifts have left a valuable and indelible impression on the lives of her family, friends and neighbors; and

WHEREAS, The grief endured by Laura Buchino's family and many friends is endured in respect and dignity; we are all mindful of the faith through which we yield our loved ones into the safe hands of God; and

WHEREAS, Laura Buchino leaves to celebrate her productive life a loving husband, Joseph; daughters, Cheryl and Krissy; son, Joe; and a host of 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 seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Laura Buchino, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Joseph Buchino and family.

TRIBUTE TO LATE MR. OLIVER CRAIG, JR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Oliver Craig, Jr., beloved citizen and friend, January 9, 1996, at the age of thirty-seven years; and

WHEREAS, The grief of his loving family and friends is tempered by the indelible legacy of faith, integrity and dignity which Oliver Craig, Jr. has left in his wake; and

WHEREAS, Oliver Craig, Jr. leaves to celebrate his productive life his loving parents, Jessie and Oliver Craig; his beloved companion, Rosalind; daughter, Erica; 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 in assembly this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Oliver Craig, Jr., 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 Oliver Craig, Jr..

CONGRATULATIONS EXTENDED TO SAINT THOMAS MORE CHURCH ON ITS FIFTIETH ANNIVERSARY.

WHEREAS, Proud leaders and parishioners will gather Sunday, June 23, 1996, to celebrate the fiftieth anniversary of Saint Thomas More Church, one of Chicago's outstanding religious institutions; and

WHEREAS, Saint Thomas More Parish was formed under the direction of Samual Cardinal Strich, the Reverend Francis D. Hayes was appointed as its first pastor; and

WHEREAS, The first mass at Saint Thomas More was celebrated on April 27, 1947 in a small quonset hut church located at West 81st Street and South Talman Avenue, where the faithful continued to celebrate liturgy until the completed edifice was formally dedicated by Albert Cardinal Meyer on September 13, 1959; and

WHEREAS, The June 23, 1996, observers will commence a year-long celebration commemorating Saint Thomas More Church's fifty years of service to the Archdiocese of Chicago and to all the faithful parishioners of the Wrightwood community; and

WHEREAS, Saint Thomas More Parish has been graced with three pastors: founding Pastor Francis D. Hayes (1946 -- 1972), Reverend James J. Donlon (1973 -- 1989) and Reverend Anthony J. Brankin (1989 -- present), who have worked diligently and tirelessly to address the spiritual needs of their parishioners, and have reached far beyond their parish boundaries to play vital roles in the life of their grateful community; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby extend our heartiest congratulations to Reverend Anthony J. Brankin, Pastor, the associates, the religious, and all the proud parishioners of Saint Thomas More Church in recognition of the fiftieth anniversary of this outstanding religious institution, and we call public attention to this milestone in the history of our great City; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Thomas More Parish.

Presented By

ALDERMAN RUGAI (19th Ward):

GRATITUDE EXTENDED TO MRS. BETTY BARTON FOR FORTY YEARS OF SERVICE TO STUDENTS OF BROTHER RICE HIGH SCHOOL.

WHEREAS, Betty Barton will be honored at the Brother Rice High School Fortieth Anniversary Dinner, February 11, 1996, as the first recipient of the Edmund Rice Award for outstanding service to the school; and

WHEREAS, The City Council has been informed of the occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mrs. Barton and her husband John were Brother Rice High School parents of son Michael, a freshman in September of 1995; and

WHEREAS, Mrs. Barton, President of the Brother Rice Mother's Club, 1959 -- 1960, was among a team of mothers who washed every window of Brother Rice High School for the first class and raised funds to provide furniture for the Brother's residence; and

WHEREAS, Mrs. Barton has seen her three sons graduate from Brother Rice; Michael '59, Casey '67, Terry '69 and grandson Michael, Jr. '82, with grandson Brian to graduate in 1997; and

WHEREAS, Mrs. Barton is a charter member of the Brother Rice Hall of Fame and continues to be an active member of the Alumni Mother's Club where she has also served as president; and

WHEREAS, Mrs. Barton has endeared herself to the faculty, staff and students of Brother Rice High School for forty years, enabling her to enrich their lives in countless ways; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby pay tribute to Mrs. Betty Barton for her forty years of service to the students of Brother Rice High School; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Betty Barton.

CONGRATULATIONS EXTENDED TO SERGEANT ROBERT G. COVELLI ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Robert G. Covelli devoted thirty-four years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this seventh day of February, 1996, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert G. Covelli and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-four years; and

CONGRATULATIONS EXTENDED TO MR. JAMES P. DONAHUE ON HIS RETIREMENT FROM LATHERS UNION LOCAL 74-L.

WHEREAS, James P. "Jiggs" Donahue has announced his retirement from the position of financial secretary and business manager of Local 74-L, the Lathers Union; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mr. Donahue, a lifelong Chicago resident, attended Saint Brendan's Grammar School and Mount Carmel High School before beginning his apprenticeship with the Lathers Union Local 74-L in 1947; and

WHEREAS, Mr. Donahue was first elected business representative of the Lathers Union on May 22, 1965, serving as financial secretary, executive board member and arbitration board member during his long and distinguished career; and

WHEREAS, Mr. Donahue is the proud father of James, Brian and Mary Esther, and grandfather of Shannon and Kevin; and

WHEREAS, Mr. Donahue's generosity is clearly displayed in his chairmanship of the Southside Safety Committee, which, through the years, has raised more than a half million dollars for charities, particularly for the mentally and physically handicapped; and

WHEREAS, Mr. Donahue's hard work, commitment and dedication has earned him the respect and admiration of family, friends and colleagues; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby pay tribute to James P. "Jiggs" Donahue for his many years of devoted service to the Lathers Union Local 74-L and his contributions to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James P. "Jiggs" Donahue.

CONGRATULATIONS EXTENDED TO SERGEANT THOMAS B. DUGAN ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Thomas B. Dugan devoted twenty-nine years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this seventh day of February, 1996, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Thomas B. Dugan and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

CONGRATULATIONS EXTENDED TO MR. PAUL LAZO ON RECEIPT OF ROYAL RANGERS CHRISTIAN BOY SCOUTS AWARD.

WHEREAS, Mr. Paul Lazo received the highest award from the Royal Rangers Christian Boy Scouts organization on January 21, 1996 at the Stone Church of Palos Heights, Illinois; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mr. Lazo, a resident of the Beverly -- Morgan Park neighborhood, is the president of the sophomore class at the Morgan Park Academy; and

WHEREAS, Mr. Lazo is a Kiwanis Key Club member, active in his church and community organizations and a member of his school band and soccer team; and

WHEREAS, In his effort to attain the highest award of the Royal Rangers, Mr. Lazo earned several other accolades including: the Gold Medal of Achievement, the Gold Buffalo and the Silver Buffalo; and

WHEREAS, Mr. Lazo's hard work, commitment and dedication has earned him the respect and admiration of his family, friends, and fellow Royal Rangers; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby pay tribute to Mr. Paul Lazo for having bestowed to him the highest honor of the Royal Rangers; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Paul Lazo.

CONGRATULATIONS EXTENDED TO MR. GERALD L. TOURVILLE ON HIS RETIREMENT FROM CHICAGO PARK DISTRICT.

WHEREAS, Gerald L. Tourville has announced his retirement after thirty-nine years of dedicated service to the Chicago Park District; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mr. Tourville, born in Nebraska City, Nebraska on October 18, 1928, settled in the Pullman area of Chicago in 1930, attending Holy Rosary Elementary School and Leo High School, class of 1948; and

WHEREAS, Mr. Tourville, a Chicago Catholic League football all-star, was captain of the University of Colorado freshman football team in 1948 and co-captain of the Saint Michael College varsity team in 1950 -- 1951 as well as an All Conference baseball player; and

WHEREAS, Mr. Tourville served the armed forces of the United States in the Marine Corps from 1951 -- 1954 spending thirteen months on the Korean War front; and

WHEREAS, Mr. Tourville continued his education, after the war, at Adam State College 1954 -- 1957 playing varsity football and baseball where he became an all conference team captain; and

WHEREAS, Mr. Tourville began his career with the Chicago Park District in 1957 as a physical instructor at Sherman Park, coaching championship teams in football and swimming, with promotions leading to positions at Bensley Playground 1960, McGuaine Park 1961 -- 1965, Palmer Park 1965 -- 1968 and Mount Greenwood Park 1969 -- 1995 where in 1981 he was named the Chicago Park District Outstanding Supervisor; and

WHEREAS, Gerald Tourville, son of George and Alice Tourville, is the devoted husband of Claudette and proud father of Andrew, Sharon and Randy; and

WHEREAS, Mr. Tourville, a 1989 inductee to the Roseland-Pullman Sports Hall of Fame, has earned the respect and admiration of his colleagues and enriched all our lives in countless ways; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby pay tribute to Gerald L. Tourville for his nearly forty years of service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Gerald L. Tourville.

CONGRATULATIONS EXTENDED TO SERGEANT DANIEL V. WILLIAMSON ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the Dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional tool not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their spouse or parent may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant Daniel V. Williamson devoted thirty years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this seventh day of February, 1996, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Daniel V. Williamson and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

CONGRATULATIONS EXTENDED TO OFFICER JOHN F. WRIGHT ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Officer John Francis Wright has announced his retirement effective January 16, 1996, after thirty-one years of dedicated service to the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Officer Wright began his career with the Chicago Police Department at the age of eighteen as a cadet in the 6th District in June of 1964, appointed to police officer in June of 1966, assigned to the 5th District; and

WHEREAS, Officer Wright served as Officer Friendly from 1967 through 1974; appointed secretary at the Kensington and Morgan Park Districts from 1976 through 1985; then assigned to the court section from 1985 through 1996; and

WHEREAS, Officer Wright, during his long and distinguished career, was the recipient of several awards including: one department commendation, seven honorable mentions and eleven complimentary letters; and

WHEREAS, Officer Wright served the Illinois National Guard from 1965 to 1970, is a graduate of Brother Rice High School in 1963 and attended Wilson Junior College, Saint Xavier University and Loyola University; and

WHEREAS, Officer Wright is the devoted husband of the former Mary Harper, married July 29, 1977 and proud father of daughters Taryn, Annie and Kerry; and

WHEREAS, Officer Wright, throughout his career, upheld the finest traditions of the Chicago Police Department and was respected for his character, intelligence and courage by all who served with him; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby congratulate and pay tribute to Officer John Francis Wright for his thirty-one years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer John Francis Wright.

CONGRATULATIONS EXTENDED TO BROTHER RICE HIGH SCHOOL ON ITS FORTIETH ANNIVERSARY.

WHEREAS, The Brother Rice High School community will celebrate its fortieth anniversary on February 11, 1996, in the Grand Ballroom of the Martinique Restaurant; and

WHEREAS, The Chicago City Council has been informed of this gala event by Alderman Virginia A. Rugai; and

WHEREAS, The Irish Christian Brothers, founded in Ireland by Brother Edmund Rice, opened the doors of Brother Rice High School in September of 1956. Under the guidance of Brother William C. Penny C.F.C. and an outstanding faculty of brothers and laymen, a spirit was born that has endured for forty years. The spirit known as "Rice Pride"; and

WHEREAS, That spirit has been passed on to more than 15,000 students who have been taught to broaden their horizons without limiting their vision of themselves. The guiding philosophy since the inception of the school "a sound mind in a sound body has not been comprised"; and

WHEREAS, The success of this philosophy has been no more evident than in 1984 when Brother Rice High School was the recipient of the United States Department of Education "Exemplary Private School Excellence in Education Award". A tribute established by the Council on American Private Education and granted only to a small number of schools across the country; and

WHEREAS, Brother Rice High School continues to follow the dynamic examples of its founder under the guidance of Principal Brother Daniel Casey C.F.C., an alumnus, who has been chosen to carry on the spiritual, academic and athletic development into the twenty-first century; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby pay tribute to Brother Rice High School for forty years of educational excellence and service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the administration of Brother Rice High School.

CONGRATULATIONS EXTENDED TO CLISSOLD ELEMENTARY SCHOOL SIXTH GRADE GIRLS VOLLEYBALL TEAM ON WINNING CITYWIDE GRAMMAR SCHOOL VOLLEYBALL TOURNAMENT.

WHEREAS, The Sixth Grade Girls Volleyball Team of the Clissold Elementary School has been crowned the champions of the First Annual Citywide Grammar School Volleyball Tournament, held at Chicago State University; and

WHEREAS, The Chicago City Council has been informed of this feat by Alderman Virginia A. Rugai; and

WHEREAS, The members of this championship include: Jessica Arendt, Carolyn Balich, Angela Biagi, Brittini Bridges, Sarah Cullina, Kelly Everet, Maria Garcia, Tara Lynch, Ali Montag, Colleen O'Gorman, Karen Robinson, Linda Somerville, Teresa Spizzirri, Ariel Thomas, Katy Walker and Jennifer Warren; and

WHEREAS, This fine group of student athletes was led by grad/Coach Anne O'Gorman and Mrs. O'Gorman; and

WHEREAS, The hard work, commitment and dedication of this great team has earned each member the respect and admiration of their family, friends and community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby congratulate the Clissold Elementary School Sixth Grade Volleyball Team on their first place victory in the Citywide Volleyball Championship; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the principal of Clissold Elementary School.

Presented by

ALDERMAN CHANDLER (24th Ward):

TRIBUTE TO LATE MR. DARRIOUS EARL ALEXANDER.

WHEREAS, Darrious Earl Alexander was born on July 9, 1981 to Linda Alexander and Gregory Poags; and

WHEREAS, Darrious Earl Alexander attended O'Toole Grammar School and graduated from William Penn Grammar School in June of 1995; and

WHEREAS, Darrious Earl Alexander was an extraordinary sportsman, playing baseball and basketball; and

WHEREAS, He played baseball for the Braves and Orioles, and was a key player on the championship winning Braves in 1993, and earned numerous awards and trophies in both sports; and

WHEREAS, His little league team is retiring his jersey in memory of a "True Team Player"; and

WHEREAS, Darrious was a leader among his peers and a unique young man to his elders; and

WHEREAS, His mother's friend, Irene, put it best, saying, "Darrious always greeted me with a smile and a Hi! He always treated me with genuine respect. He was honest and sincere and I knew I could trust him with anything. I knew that the girl he married would be fortunate to have him. Linda, I love all your children, but Darrious, well, he was very special to me." Darrious was a special young man to many people; and

WHEREAS, Darrious was not only the son of Linda and Gregory and the stepson of Floyd, he was also a brother to Shavon, Tanesha, Floyd, Jr. and Kalem; and

WHEREAS, Darrious entered Curie High School in September, 1995 majoring in Drama, but was not allowed to display his talents to the fullest; and

WHEREAS, The dream of Darrious to become a basketball player for the N.B.A. will not be fulfilled; and

WHEREAS, Hopes and dreams of Darrious Earl Alexander were taken on January 18, 1996; and

WHEREAS, The hurt one feels at the thought of his passing, cannot begin to describe the depth of the void in the hearts of those who knew and loved Darrious Earl Alexander; now, therefore,

Be It Resolved, By the Chicago City Council this seventh day of February, 1996, that the life of Darrious Earl Alexander, a 24th Ward resident, a son, brother, grandson, nephew and friend, was not taken in vain; and

Be It Further Resolved, That his memory will live on in those whom he loved and who loved him.

GRATITUDE EXTENDED TO MR. GEORGE X. DANIELS FOR HIS DEDICATION AND CONTRIBUTIONS TO MUSIC INDUSTRY AND DECEMBER 18, 1996 DECLARED "GEORGE X. DANIELS DAY IN THE TWENTY-FOURTH WARD OF THE CITY OF CHICAGO".

WHEREAS, George X. Daniels was born in the Bronx, New York; and

WHEREAS, George's desire to pursue his dreams was influenced by his parents, who owned their own restaurant; and

WHEREAS, George Daniels has a deep love for music; and

WHEREAS, George Daniels took that love for music and his business skills and combined them, and from that partnership decided to start his own business, a record store; and

WHEREAS, On December 12, 1969, George's Music Room was opened; and

WHEREAS, Over the past twenty-six years, George's Music Room has been a mainstay on Chicago's west side, and especially in the 24th Ward; and

WHEREAS, George Daniels' Music Room has become the "must stop by place" for artists and music industry executives visiting Chicago; and

WHEREAS, George Daniels has received national recognition by several organizations and publications, including Black Radio Exclusive, Impact and the National Black Programmers Coalition; and

WHEREAS, George Daniels received the 1994 National Association of Recording Merchandisers Award; the first African American independent retailer to receive that award; and

WHEREAS, George Daniels was responsible for creating the National United Independent Retailers, and continues to be an enthusiastic and involved community businessman, who has chosen to stay in the hood, and give back to the community; now, therefore,

Be It Resolved, This seventh day of February, 1996, that George X. Daniels has been a beacon of light in the community, to young and old, and has been that positive image for neighborhood youth; and

Be It Further Resolved, That he has reached out to assist aspiring young talents and has supported them as well as artists already established.

George continues to draw the youth of the area, and takes each opportunity to give encouragement to succeed; and

Be It Further Resolved, That December 18, 1996 be declared "George X. Daniels Day in the 24th Ward of the City of Chicago".

Presented By

ALDERMAN WOJCIK (30th Ward):

CONGRATULATIONS EXTENDED TO FATHER THOMAS J. PAPROCKI ON RECEIPT OF "AWARD OF MERIT" FROM ADVOCATE SOCIETY OF POLISH AMERICAN ATTORNEYS AND JUDGES.

WHEREAS, Father Thomas J. Paprocki, Chancellor of the Archdiocese of Chicago, has been selected by the Advocates Society of Polish American Attorneys and Judges to receive their society 's "Award of Merit " at their Sixty-Fifth Annual Installation and Awards Dinner on Thursday, February 15, 1996; and

WHEREAS, A lifelong Chicagoan, Father Paprocki was raised on the southwest side, one of nine children of John and Veronica Paprocki; and

WHEREAS, Father Paprocki has distinguished himself by being ordained a priest of the Archdiocese of Chicago in 1978; received his law degree from DePaul University; and canon law degrees from Pontifical Gregorian University in Rome; and

WHEREAS, Father Paprocki has provided outstanding service to the community as a licensed attorney, co-founding the Chicago Legal Clinic while serving the Archdiocese of Chicago in numerous roles, from the parish level to his current position as chancellor; and

WHEREAS, This prestigious award is presented to Father Thomas J. Paprocki for his lifelong dedication and his deep concern ministering not only to the Polish community but to the entire community of the City of Chicago and the Archdiocese of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby congratulate Father Thomas J. Paprocki on recipient of this year's Award of Merit from the Advocate Society, and extend to this outstanding citizen our best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Thomas J. Paprocki.

Presented By

ALDERMAN SUAREZ (31st Ward):

COMMEMORATION OF PATRIOTISM DISPLAYED BY AFRICAN AMERICAN VETERANS.

WHEREAS, The month of February has been designated African American History Month; and

WHEREAS, African Americans have served in defense of our nation for over two hundred years; and

WHEREAS, From the Revolutionary War with Crispus Attucks to Collin Powell and the Persian Gulf War to the crisis in Bosnia, African American men and women have answered the clarion call to duty; and

WHEREAS, On February 9, 1996 the City of Chicago will commemorate African American veterans and those still serving our nation with a ceremony at the Daley Civic Center; now, therefore,

Be It Resolved, That the City Council of Chicago urges all Chicagoans to recognize the sacrifices made by African American veterans and those who are serving our nation now and that all Americans should be aware of these patriots.

Presented By

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO WILLIAM E. DEVER SCHOOL ON ITS SIXTIETH ANNIVERSARY AND MARCH 13, 1996 DECLARED "WILLIAM E. DEVER ELEMENTARY SCHOOL DAY IN CHICAGO".

WHEREAS, William E. Dever School, 3436 North Osceola Avenue, on Chicago's great northwest side, is celebrating its sixtieth anniversary on March 13, 1996; and

WHEREAS, William E. Dever School, one of the finest elementary schools in the Chicago public school system, honors the Chicago Mayor after whom it is named, and centers its anniversary celebrations on the one hundred thirty-fourth anniversary of his birth; and

WHEREAS, A Renaissance man who was a professional tanner, a lawyer, a Chicago alderman (1902 -- 1910), a judge, a bank vice president, and Chicago's Mayor from 1923 -- 1927, William E. Dever is largely credited with bringing about Wacker Drive, the Wrigley Building and Tribune Tower; Soldier Field and Buckingham Fountain; Union Station; and the Municipal Airport, now known as Midway Airport. This reform Mayor forced Al Capone out of Chicago and brought the Democratic Party Machine together, and though he died in 1929, his example lives on in his towering accomplishments for this City, and in the school named after him and established during the decade after his death; and

WHEREAS, Our schools provide training and development of our most important resource, our youth; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby extend our heartiest congratulations to Principal Kenneth R. Millar, Assistant Principal Elizabeth S. Smeriglio, the faculty, staff and most especially the students of William E. Dever Elementary School in recognition of the sixtieth anniversary of this fine institution. In that regard, we hereby declare that March 13, 1996, be known as "William E. Dever Elementary School Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to William E. Dever Elementary School.

Presented By

ALDERMAN ALLEN (38th Ward):

CONGRATULATIONS EXTENDED TO MR. DONALD H. SCHWARZ ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Donald H. Schwarz, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Boy Scout Troop No. 944, Donald H. Schwarz has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Donald H. Schwarz represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby offer our heartiest congratulations to Donald H. Schwarz on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donald H. Schwarz.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE REVEREND CHARLES E. CRONIN.

WHEREAS, God in his infinite wisdom has called to his eternal reward Reverend Charles E. Cronin, beloved citizen and friend; and

WHEREAS, Reverend Charles E. Cronin was a vital and active member of Chicago's great northwest side community and will be sorely missed. A lifelong Chicago resident, he was a graduate of Quigley Preparatory

Seminary and Saint Mary of the Lake Seminary. He was ordained in 1961. His numerous assignments over the years in Chicago parishes lead him finally to Queen of All Saints Basilica in the Sauganash community, where he became its pastor in November, 1991. For more than ten years, he was also a dean of the Roman Catholic Archdiocese of Chicago, overseeing more than thirty parishes in north Cook County; and

WHEREAS, He leaves to mourn his loving brother, Dominic; and sisters, Sue, Sister Teresa, Mary Lou, Judy and Marion; the devoted parishioners of Queen of All Saints; and a host of other relatives and friends; and

WHEREAS, Reverend Charles E. Cronin will be deeply missed, but the memory of his character, intelligence, leadership, faith and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Reverend Charles E. Cronin, 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 Charles E. Cronin.

TRIBUTE TO LATE MR. RAYMOND A. GLOWIENKE.

WHEREAS, God in his infinite wisdom has called to his eternal reward Raymond A. Glowienke, beloved citizen and friend; and

WHEREAS, Raymond A. Glowienke was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving wife, Elsie; his devoted son, Gary; his adoring grandchildren, Kathleen, Tina, Gregory and Gerald; and a host of other relatives and friends; and

WHEREAS, Raymond A. Glowienke will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Raymond A. Glowienke, 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 Raymond A. Glowienke.

TRIBUTE TO LATE MR. ANTHONY H. ORTOLANO.

WHEREAS, God in his infinite wisdom has called to his eternal reward Anthony H. Ortolano, beloved citizen and friend; and

WHEREAS, Anthony H. Ortolano was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving and devoted children, Andrew, Anthony, Peter and Janet; and a host of other relatives and friends; and

WHEREAS, Anthony H. Ortolano will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Anthony H. Ortolano, 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 Anthony H. Ortolano.

TRIBUTE TO LATE MR. RALPH A. SCAVONE, JR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Ralph A. Scavone, Jr., beloved citizen and friend; and

WHEREAS, Ralph A. Scavone, Jr. was a vital and active member of Chicago's great northwest side community through his indispensable work as a Chicago police officer in the 17th District. He will be sorely missed by those with whom he worked and by those residents he served and protected who were comforted by his familiar presence; and

WHEREAS, He leaves to mourn his dear wife, Ida; his loving children, Ralph III and Angelo; and a host of other relatives and friends, including all those with whom he served; and

WHEREAS, Ralph A. Scavone, Jr. will be deeply missed, but the memory of his character, intelligence, duty and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Ralph A. Scavone, Jr. 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 Ralph A. Scavone, Jr..

TRIBUTE TO LATE MS. VIRGINIA TONTILLO.

WHEREAS, God in his infinite wisdom has called to her eternal reward Virginia Tontillo, beloved citizen and friend; and

WHEREAS, Virginia Tontillo was a vital and active member of Chicago's great northwest side community and will be sorely missed. She leaves to mourn her devoted husband, Bennie; her adoring son, Edward; and a host of other relatives and friends; and

WHEREAS, Virginia Tontillo will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Virginia Tontillo and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Virginia Tontillo.

TRIBUTE TO LATE MRS. ETHEL WILLIAMS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Ethel Williams, beloved citizen and friend; and

WHEREAS, Ethel Williams was a vital and active member of Chicago's great northwest side community and will be sorely missed. During her long and fulfilling life, she was a dynamic member of Saint Luke's Lutheran Church and then the Edgebrook Lutheran Church. She was an expert on finance and used her knowledge to benefit many religious and community organizations in the Edgebrook community and the City of Chicago; and

WHEREAS, She leaves to mourn her loving and devoted daughter, Junarden; her beloved son-in-law, John; her caring granddaughters, Elizabeth and Rebecca; and a host of other relatives and friends; and

WHEREAS, Ethel Williams will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Ethel Williams and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ethel Williams.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. EMMA GETZ.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Emma Getz to her eternal reward on the sixth day of January, nineteen hundred and ninety-six, A.D.; and

WHEREAS, Mrs. Emma Getz was a great philanthropist and a generous fine arts patron; and

WHEREAS, Mrs. Emma Getz was the wife of Oscar Getz, former chairman of the board for Barton Brands, Inc., a Chicago based distilling company; and

WHEREAS, Mrs. Emma Getz, like her husband, was a tireless supporter of countless civic and charitable events; and

WHEREAS, Mrs. Emma Getz, after the death of her husband in 1983, continued providing financial help to the many groups she and her husband supported; and

WHEREAS, Mrs. Emma Getz helped and supported the Lyric Opera of Chicago, the Ravinia Festival Scholarships, and the Karyn Kupcinet School in Israel; and

WHEREAS, Mrs. Emma Getz helped and supported the Auditorium Theatre Council, the Chicago Film Festival, the Contemporary Art Museum, the Art Institute of Chicago and the Ford Theater in Washington, D.C.; and

WHEREAS, Mrs. Emma Getz in 1985 donated $750,000 to Columbia College to help renovate its Eleventh Street Theater on South Wabash Avenue, now called the Oscar and Emma Getz Theater; and

WHEREAS, Mrs. Emma Getz contributed to the World Rehabilitation Center, the Rehabilitation Institute, the Jewish United Fund; and

WHEREAS, Mrs. Emma Getz contributed to the United Fund, the Pace Institute, the Weitzman Institute and Jeffrey Foundation for Multi-Handicapped Children; and

WHEREAS, Mrs. Emma Getz recently dedicated a learning resource center named after her husband at Rodfei Zedek Temple in Hyde Park; and

WHEREAS, Mrs. Emma Getz recently loaned a Claude Monet painting to the Art Institute of Chicago for the recent blockbuster exhibition; and

WHEREAS, Mrs. Emma Getz was the loving mother of a son, William and a loving grandmother of seven grandchildren and six great-granchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this seventh day of February, nineteen hundred and ninety-six, A.D., do hereby express our deepest sorrow at the passing of Mrs. Emma Getz and do also extend to her beloved family and many friends our deepest and most sincere condolences on the occasion of their profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Emma Getz.

TRIBUTE TO LATE MR. DONALD C. PIEMONTE.

WHEREAS, Almighty God in his infinite mercy and wisdom suddenly called Mr. Donald C. Piemonte to his eternal reward on the twenty-ninth day of January, nineteen hundred and ninety-six, A.D.; and

WHEREAS, Mr. Donald C. Piemonte was a devoted employee of the City of Chicago's Department of Streets and Sanitation for fifteen years; and

WHEREAS, Mr. Donald C. Piemonte was co-owner with his wife Mary Ann of the University Village Day Care and Pre-School on the near west side since 1992; and

WHEREAS, Mr. Donald C. Piemonte was a dedicated and loyal employee for nine years at the Chicago Park District; and

WHEREAS, Mr. Donald C. Piemonte was a 42nd Ward, 1st Precinct, precinct captain in the City of Chicago; and

WHEREAS, Mr. Donald C. Piemonte was the beloved husband of Mary Ann (nee Haley); and

WHEREAS, Mr. Donald C. Piemonte was the loving father of Michael Carmen; and

WHEREAS, Mr. Donald C. Piemonte was the beloved son of Carmen and Helen Piemonte; and

WHEREAS, Mr. Donald C. Piemonte was the dear brother of John and Mark; and

WHEREAS, Mr. Donald C. Piemonte was the fond grandson of the late Julia Piemonte and the late Daniel and Mary DePaolis; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this seventh day of February, nineteen hundred and ninety-six, A.D., do hereby express our deepest sorrow at the passing of Mr. Donald C. Piemonte and do also extend to his beloved family and many friends our deepest and most sincere condolences on the occasion of their profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Donald C. Piemonte.

CONGRATULATIONS EXTENDED TO MR. JACK BRICKHOUSE ON HIS EIGHTIETH BIRTHDAY.

WHEREAS, Mr. Jack Brickhouse celebrated his eightieth birthday on January 24, 1996; and

WHEREAS, Mr. Jack Brickhouse is an American broadcasting legend; and

WHEREAS, Mr. Jack Brickhouse was inducted into the Media Wing of the Baseball Hall of Fame in August 1983; and

WHEREAS, Mr. Jack Brickhouse has covered baseball in Chicago since 1940, doing play-by-play of the Chicago Bears for twenty-four consecutive years; and

WHEREAS, Mr. Jack Brickhouse has broadcast more television baseball games than anyone ever has; and

WHEREAS, Mr. Jack Brickhouse entered the broadcasting profession at the age of eighteen on radio station WMBD in his home town of Peoria, Illinois, and at this time was the youngest sportscaster in the nation; and

WHEREAS, Mr. Jack Brickhouse joined WGN in 1940 after six years in Peoria, covering sports for the Mutual Network as well; and

WHEREAS, Mr. Jack Brickhouse was vice president and manager for Sports for WGN Continental Broadcasting Company; and

WHEREAS, Mr. Jack Brickhouse covered several network assignments such as four world series, five all-star baseball games, twelve all star football games, three national football league championships, the Rose Bowl, the Orange Bowl, the Sugar Bowl, the Blue Grey games, six American Bowl games, four East-West Football games and play-by-play for the Chicago Football Cardinals; and

WHEREAS, Mr. Jack Brickhouse also covered the World Series of Golf and several Golden Gloves Tournaments, also broadcasting several big fights including Louis-Charles and Walcott-Charles and nine years of big name wrestling; and

WHEREAS, Mr. Jack Brickhouse was the play-by-play announcer on the first satellite telecast which took place in 1962, including a portion of the Cubs -- Phillies baseball game at Wrigley Field; and

WHEREAS, Mr. Jack Brickhouse broadcast his five thousandth game for WGN radio and television on August 5, 1979; and

WHEREAS, Mr. Jack Brickhouse was honored as "Outstanding Sportscaster of the Year in the State of Illinois" by the National Sportscasters and Sportswriters Award Committee five times and was inducted into their Hall of Fame; and

WHEREAS, Mr. Jack Brickhouse is in the American Sportscaster Association Hall of Fame in New York; and

WHEREAS, Mr. Jack Brickhouse was inducted into the Chicago Press Club's Journalism Hall of Fame on November 6, 1981 and has also been inducted into the Bradley University Hall of Fame, the Greater Peoria Hall of Fame, Illinois High School Coaches Hall of Fame, the Chicago Cubs, the Illinois Broadcaster's Association, the American Sportscasters Hall of Fame, the Sportscasters and Sportswriters' Hall of Fame; and

WHEREAS, Mr. Jack Brickhouse has been honored by the *Chicago Sun-Times* as "Broadcasting's Man of the Year" and has received the Communications Award at the Lincoln Academy convocation in Springfield, Illinois and several times was named as the "Best Sports Announcer" by the American College of Radio Arts and Sciences; and

WHEREAS, Mr. Jack Brickhouse was the recipient of two bronze medallions from *Look* magazine for his coverage of the 1954 and 1959 World Series, and also received other honors such as the Baseball Commissioner's Award for twenty-five years of meritorious service to major league baseball, and the Sporting News Award for outstanding television coverage of the Cub and White Sox games, including the 1959 White Sox World Series; and

WHEREAS, Mr. Jack Brickhouse has won a number of Emmy Awards from the Academy of Television Arts and Sciences, numerous other awards and was the honored guest for a "Rib n' Roast" by the Academy on November 28, 1972; and

WHEREAS, Mr. Jack Brickhouse served two terms as president of the Chicago Chapter of the National Academy of Television, Arts and Sciences and was named the "Press Veteran of the Year" by the Chicago Press Veterans Association in 1986; and

WHEREAS, Mr. Jack Brickhouse reported on the Republican and Democratic National Conventions in Miami Beach, San Francisco, Chicago, Los Angeles and Atlantic City as well as the Roosevelt inauguration in 1945 and the inaugural ball in Washington in 1969; and

WHEREAS, Mr. Jack Brickhouse had exclusive interviews with six presidents, covered the communist riots at the American Embassy in Paris, covered events in Saigon during the Vietnam War, West Berlin before the Wall, Churchill's funeral in London; and

WHEREAS, Mr. Jack Brickhouse broadcast a papal audience with Pope John Paul VI which won local and international awards; and

WHEREAS, Mr. Jack Brickhouse has done "Man on the Street" broadcasts in Hong Kong, Tokyo, Bangkok, Paris, Hamburg, Tehran, London, Rome, Athens and Anchorage; and

WHEREAS, Mr. Jack Brickhouse has written many articles as well as narrated the album "Great Moments in Cubs Baseball" which developed into a best seller as did his books, *Thanks For Listening* and *Jack Brickhouse: A Voice For All Season*; and

WHEREAS, Mr. Jack Brickhouse served as a private in the United States Marine Corps; was named "Man of the Year" by the City of Hope in 1966; is a member of the board of directors of the Chicago Boys and Girls Clubs; and is an honorary member of the board of trustees of Illinois Benedictine College; and

WHEREAS, Mr. Jack Brickhouse was also a member of the board of directors of Northwestern Memorial Hospital and a trustee of Bradley University; he was also appointed by the board of trustees of the A.M.C. Cancer Research Center and Hospital, in Lakewood, Colorado, to membership on the National Committee; and

WHEREAS, Mr. Jack Brickhouse is also an honorary vice president of Western Golf Association; is co-founder of the Jack Quinlan Memorial Golf Tournament Committee; he has served on the Brian Piccolo Memorial Golf Tournament Committee; has been on the National Football League Hall of Fame Selection Committee; has served on the Heisman Trophy Selection Committee; and is an active member of the Committee for Chicago Baseball Cancer Charities; and

WHEREAS, Mr. Jack Brickhouse is the beloved husband of Patricia and they reside on Chicago's near north side; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this seventh day of February, nineteen hundred and ninety-six, do hereby honor and congratulate Mr. Jack Brickhouse, on the occasion of his eightieth birthday, and do also express our deepest gratitude for all he has done to better the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Jack Brickhouse.

CONGRATULATIONS EXTENDED TO LINCOLN PARK ZOO ON ACQUIRING SOUTH AFRICAN LION "ADELOR".

WHEREAS, The Lincoln Park Zoo has just been the proud recipient of a beautiful male South African lion called Adelor; and

WHEREAS, The three hundred pound tawny colored lion named Adelor arrived in Chicago in December after a long trip from South Africa on a Lufthansa jet; and

WHEREAS, Adelor will live in a specially created fauxsavannah pen at the Lincoln Park Zoo in the City of Chicago; and

WHEREAS, Adelor is named after a benefactor who wishes to remain anonymous; and

WHEREAS, Adelor will be mated with two lionesses to be acquired soon, bringing a fresh new bloodline and a special pedigree from Africa to this country; and

WHEREAS, Adelor replaced Anthony the venerable old Asian monarch lion who succumbed to age in his home in the Kovler Lion House; and

WHEREAS, Adelor is a breed of lion on the endangered species list and the Lincoln Park Zoo is to be highly commended for its animal preservation efforts; and

WHEREAS, Adelor has a pedigree and verifiable genealogical tracking that will provide valuable information for future generations of zoologists; and

WHEREAS, Adelor represents the fact that Lincoln Park Zoo is participating in a national captive breeding program that monitors the genetic viability of more than seventy selected wildlife species including lions; and

WHEREAS, Adelor was born into captivity at the Kapama Game Reserve in South Africa's Transvaal region; and

WHEREAS, Adelor represents a major coup for Chicago and the Lincoln Park Zoo; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this seventh day of February, nineteen hundred and ninty-six, do hereby honor and congratulate the Lincoln Park Zoo on the occasion of acquiring the lion, Adelor, and express

our sincerest best wishes to Mr. Kevin Bell, the Director, and all the staff of the Lincoln Park Zoo in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Kevin Bell, Director of the Lincoln Park Zoo.

Presented By

ALDERMAN NATARUS (42nd Ward) And ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. JAY J. G. SCHATZ.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Jay J. G. Schatz to his eternal reward on the twenty-second day of January nineteen hundred and ninety-six, A.D.; and

WHEREAS, Mr. Jay J. G. Schatz was known during his long and fruitful lifetime as the "Mayor of Streeterville" because of his vast knowledge of the area; and

WHEREAS, Mr. Jay J. G. Schatz was a co-owner of the famed Chez Paree at 610 North Fairbanks Street in the City of Chicago from 1948 to 1960; and

WHEREAS, The stylish Chez Paree was one of the city's top cabarets where stars such as Frank Sinatra, Sammy Davis, Jr., Bob Hope, Joe E. Lewis, Sophie Tucker, Nat King Cole and Jimmy Durante frequently performed; and

WHEREAS, Mr. Jay J. G. Schatz also owned and operated AM radio stations in Chicago including WVON and WYNR, as well as in Texas; and

WHEREAS, Mr. Jay J. G. Schatz began a second career as a real estate investor and developer founding Schatz Properties in Streeterville; and

WHEREAS, Mr. Jay J. G. Schatz's many developments included McClurg Court and the Holiday Inn at Fairbanks and Ohio; and

WHEREAS, Mr. Jay J. G. Schatz graduated from Lake View High School and earned a law degree from Loyola University; and

WHEREAS, Mr Jay J. G. Schatz served in the Army Air Forces as a navigator on a B-17 during World War II; and

WHEREAS, Mr. Jay J. G. Schatz was wounded in action in the European theater and received a Purple Heart; and

WHEREAS, Mr. Jay J. G. Schatz contributed generously to both Jewish and Catholic charitable causes, supporting the Jewish United Fund, aiding Saint Nicholas School in Evanston and Saint Clement's School in Chicago; and

WHEREAS, Mr. Jay J. G. Schatz was a director and award-winning skeet shooter with the former Lincoln Park Traps skeet shooting club; and

WHEREAS, Mr. Jay J. G. Schatz was a loving husband of Peggy; and the devoted father of two sons, Lincoln and Noah; and two daughters, Sarah and Rachel; and dear brother of Dorothy Harrison; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this seventh day of February, nineteen hundred and ninety-six, A.D., do hereby express our deepest sorrow at the passing of Mr. Jay J. G. Schatz and do also extend to his beloved family and many friends our deepest and most sincere condolences on the occasion of their profound loss of this outstanding citizen of Chicago and great America; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Jay J. G. Schatz.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

TRIBUTE TO LATE MRS. LAUREEN K. TUZI.

WHEREAS, God in his infinite wisdom has called to her eternal reward Laureen K. Tuzi, beloved citizen and friend, and wife and mother of the owners of one of Old Town's most popular gathering places, the Twin Anchors Restaurant; and

WHEREAS, For the majority of her sixty years, Laureen K. Tuzi was a secular member of Saint Benedict, affiliated with Marmion Abbey, devoted to monastic endeavors and widely known and respected for her religious work; and

WHEREAS, Laureen K. Tuzi was a generous and loving person and leaves to celebrate her productive life her husband, Philip M.; children, Paul (Leslie), Peter (Christine), Mary Kay (Robert Cimarusti) John and Gina; grandmother of Andrew, Cassandra, Conner and Marina Cimarusti; many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Laureen K. Tuzi, and extend to her family and her many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Laureen K. Tuzi.

CONGRATULATIONS EXTENDED TO MR. DAVID LISSNER ON SUCCESS OF CABLE TELEVISION PROGRAM "DINING CHICAGO" AND FEBRUARY 6, 1996 DECLARED "DINING CHICAGO DAY IN CHCIAGO".

WHEREAS, Chicago is world renowned for its fine restaurants, neighborhood eateries and entertainment establishments; and

WHEREAS, The cable television show "Dining Chicago" under the creative leadership of David Lissner as executive producer has promoted the awareness of these fine establishments to local and wide-reaching audiences; and

WHEREAS, "Dining Chicago" is the top independently aired cable television show in the Midwest and has been nominated for and won numerous Emmy Awards; and

WHEREAS, "Dining Chicago" and David Lissner have successfully encouraged tourism for our city by painting a positive image of Chicago through our dining and entertainment establishments; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby extend our congratulations to David Lissner on the success of "Dining Chicago" and gratitude for the service he and his show provides for our city and its dining industry; and

Be It Further Resolved, That we recognize the sixth day of February as "Dining Chicago Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David Lissner.

GRATITUDE EXTENDED TO MRS. PENNY MILLER FOR HER CONTRIBUTIONS TO LINCOLN PARK COMMUNITY.

WHEREAS, Penny Miller has lived in the Lincoln Park area for eighteen years, nurturing her family and sharing her leadership prowess in several neighborhoods; and

WHEREAS, Mrs. Miller honed her expertise as a trader at the Mercantile Exchange in Chicago's Loop; and

WHEREAS, Mrs. Miller brought her special qualities and fine intellect to work with her in the 43rd Ward Aldermanic Office; and

WHEREAS, Mrs. Miller subsequently continued to give guidance, advice, good judgment, leadership, and even temper in her position as administrator of the Old Town Triangle Association; and

WHEREAS, She has consistently exhibited her love of community and her joy in neighborhood quality, Penny Miller, along with her husband, James, is taking these special traits back to California where she will fondly recall a splendid and rewarding life in our city; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventh day of February, 1996, do hereby honor Mrs. Penny Miller, express our gratitude for her fine will and our hope that she will visit our city with her family frequently; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Penny Miller.

CONGRATULATIONS EXTENDED TO MR. BILLY SIEGEL AND MR. LOU GREENBLATT ON SUCCESS OF THEIR RESTAURANT "THAT STEAK JOYNT".

WHEREAS, Chicago is world renowned for its fine restaurants, neighborhood eateries and entertainment establishments; and

WHEREAS, That Steak Joynt opened in 1962 at 1610 North Wells Street providing fine dining in an elegant atmosphere, thus making it an institution in the Old Town neighborhood of Chicago for over thirty years; and

WHEREAS, In 1974, Billy Siegel successfully assumed the ownership and operation of That Steak Joynt and in 1977 was joined by partner Lou Greenblatt; and

WHEREAS, Under their business leadership, That Steak Joynt became a premier attraction for tourists and neighbors alike in the popular Old Town area and serving their fine fare to thousands of diners from Chicago and around the world; and

WHEREAS, That Steak Joynt contributed generously to vitality of Wells Street, Old Town, the 43rd Ward and the City of Chicago in its thirty-six years of operation; and

WHEREAS, Especially popular were the many times they would honor their beginnings by offering customers the same prices as their 1962 menu; and

WHEREAS, With much regret from the community, the end of an era came when Billy Siegel and Lou Greenblatt closed That Steak Joynt in January of 1996; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby extend our congratulations and gratitude to Billy Siegel and Lou Greenblatt for their many years of service to our city and hereby pay honor to That Steak Joynt; and

Be It Further Resolved, That two suitable copies of this resolution be prepared and presented to Billy Siegel and Lou Greenblatt.

Presented By

ALDERMAN HANSEN (44th Ward):

GRATITUDE EXTENDED TO MONSIGNOR JOHN QUINN FOR THIRTY YEARS OF SERVICE AS PASTOR OF SAINT ANDREW'S CHURCH AND MARCH 3, 1996 DECLARED "MONSIGNOR JOHN QUINN DAY IN CHICAGO".

WHEREAS, Monsignor John Quinn has endeared himself to Chicagoans of all faiths through his thirty years of service as pastor of Saint Andrew's Church; and

WHEREAS, Monsignor John Quinn served in Rome at Vatican Council II as the advisor on canon law to the bishops of the United States; and

WHEREAS, On his return to Chicago, Monsignor John Quinn became head of the Archdiocesan Marriage Tribunal where his fidelity to church teaching and passion for justice were matched only by the depth of his compassion; and

WHEREAS, Monsignor John Quinn approached his tasks as pastor of Saint Andrew's in much the same way as he did his duties at Vatican II, modernizing the church building, updating the school, and finding new uses for underutilized facilities such as the vacant convent which he helped convert into the Shelter of God's Love, a home for the elderly and handicapped; and

WHEREAS, Monsignor John Quinn also devoted himself to many forms of community service, ranging from his leadership of the North Lake View Neighbors to his involvement in the Lake View Brotherhood Awards program; and

WHEREAS, Monsignor John Quinn, who celebrated his eightieth birthday last December, will mark the thirtieth anniversary of his appointment as pastor of Saint Andrew's on May 9th, 1996; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this seventh day of February, 1996, express our gratitude to Monsignor John Quinn for his years of service to God and community, and designate Sunday, March 3, 1996, as "Monsignor John Quinn Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Monsignor John Quinn.

GRATITUDE EXTENDED TO REVEREND STEPHEN H. SWANSON FOR TWENTY YEARS OF SERVICE AT RESURRECTION LUTHERAN CHURCH.

WHEREAS, Stephen H. Swanson first came to Chicago in 1967 to study at the Lutheran School of Theology, from which he graduated in 1971, and was ordained a minister in that same year; and

WHEREAS, The Reverend Stephen H. Swanson became the pastor of the Resurrection Lutheran Church at North Seminary Avenue and West School Street on March 1, 1975; and

WHEREAS, In addition to the spiritual leadership the Reverend Stephen H. Swanson has supplied to his congregation, he has also made the Resurrection Church a center devoted to meeting the needs of the broader community, opening it to meetings of Alcoholics, Families and Narcotics Anonymous, the Hawthorne Neighbors and the Lincoln Belmont Food Pantry; and

WHEREAS, The Reverend Stephen H. Swanson also demonstrated his concern for our young people and families, establishing a nursery school for pre-schoolers and an after-school program for school-age children; and

WHEREAS, Throughout the time of his pastorate, the Reverend Stephen H. Swanson has personally involved himself in the life of the community, serving on the boards and actively participating in the work of such diverse groups and institutions as the Lake View Citizens Council, the Bell Elementary and Lincoln Park High School Local School Councils, Augustana Hospital, Local Motion and the Lutheran General Foundation; and

WHEREAS, The Reverend Stephen H. Swanson is now completing his work at Resurrection Lutheran Church and moving on to a new assignment; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this seventh day of February, 1996, express our thanks to the Reverend Stephen H. Swanson for his more than twenty years of devoted service to his congregation, his community, and the city as a whole, and wish him many satisfying years of similar service in his new community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Reverend Stephen H. Swanson.

Presented By

ALDERMAN LEVAR (45th Ward):

TRIBUTE TO LATE MR. FRANKIE KAJARI.

WHEREAS, God in his infinite wisdom has called to his eternal reward Frankie Kajari, beloved citizen and friend; and

WHEREAS, Frankie Kajari was a vital and active member of Chicago's great northwest side community and will be sorely missed. In his young life, he loved playing basketball, football and soccer and he was a member of Sokol Community Center's gymnastics program. He attended Queen of All Saints Elementary School. He was also a dedicated Chicago Bulls fan; and

WHEREAS, Frankie Kajari leaves to mourn his loving and devoted parents, Kathryn and Frank; his faithful sister, Alexandra; and a host of other relatives and friends; and

WHEREAS, Frankie Kajari will be deeply missed, but the memory of his cheerful character, intelligence, sense of humor and compassion will live on in those who knew and loved him during his all too brief time with us; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Frankie Kajari 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 Frankie Kajari.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. MICHAEL L. DOBBINS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Michael L. Dobbins, beloved citizen and friend; and

WHEREAS, Michael L. Dobbins leaves to celebrate his life his loving mother, Barbara; his brother, Gary; 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 seventh day of February, 1996, A.D., express our sorrow on the death of Michael L. Dobbins 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 Michael L. Dobbins.

TRIBUTE TO LATE MS. ELSIE M. ERICKSON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Elsie M. Erickson, beloved citizen and friend, January 14, 1996; and

WHEREAS, Elsie M. Erickson was the product of a loving and nurturing family and was herself a generous and loving person; she is survived by many cousins 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 seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Elsie M. Erickson and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Elsie M. Erickson.

TRIBUTE TO LATE MR. GUST G. KARAMBELAS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Gust G. Karambelas, beloved citizen and friend; and

WHEREAS, Gust G. Karambelas was part of an embracing and nurturing family and leaves to celebrate his life many relatives and friends, including his niece, Patricia Makris; his great-niece, Deborah (James) Gerwatowski; his great-great niece, Jennifer; and his great-great nephew, Matthew; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Gust G. Karambelas 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 Gust G. Karambelas.

TRIBUTE TO LATE MS. ERNA KORIATH.

WHEREAS, God in his infinite wisdom has called to her eternal reward Erna Koriath, beloved citizen and friend; and

WHEREAS, In her wake, Erna Koriath leaves a legacy of caring and helping: for almost three decades she served selflessly as a registered nurse in the Pediatrics and Premature Babies Unit of Chicago's Grant Hospital; and

WHEREAS, Erna Koriath leaves to celebrate her unique gifts and indelible warmth a loving family, both here and in Germany, including sisters, Martha Kopreck and Edith Hennes, nieces, nephews, cousins, and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Erna Koriath and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Erna Koriath.

TRIBUTE TO LATE MR. ANTHONY H. ORTOLANO.

WHEREAS, God in his infinite wisdom has called to his eternal reward Anthony H. Ortolano, beloved citizen, friend and public servant; and

WHEREAS, In a relatively long and productive lifetime, Anthony H. Ortolano touched many lives, including those of a large and loving family, friends, and the public he so diligently served, first as an employee of the Cook County Sheriff's Department and later with the City of Chicago Department of Sewers. He was a member of Local No. 150, the Knights of Columbus 4th Degree and the North Center Lions Club; and

WHEREAS, Having been preceded in death by his loving wife, Mary, Anthony H. Ortolano leaves to mourn sons, Andrew (Marion), Chicago Police Officer Anthony (Patricia), and Peter (Diane); daughter, Janet; nine grandchildren; four great-grandchildren; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Anthony H. Ortolano 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 Anthony H. Ortolano.

TRIBUTE TO LATE MRS. BETTY SCHRAMM WILEY.

WHEREAS, God in his infinite wisdom has called to her eternal reward Betty Schramm Wiley, beloved citizen and friend; and

WHEREAS, Betty Schramm Wiley was a member of a loving and nurturing family and having been preceded in death by her loving husband, L.K. "Red", leaves to celebrate her life her brothers, Jacob and John, many nieces and nephews and numerous friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our sorrow on the death of Betty Schramm Wiley and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Betty Schramm Wiley.

CONGRATULATIONS EXTENDED TO MRS. NANCY DALTON ON RECEIPT OF 1996 "HEART OF THE SCHOOL" TEACHING AWARD FROM ARCHDIOCESE OF CHICAGO.

WHEREAS, Nancy Dalton, a dynamic teacher at Our Lady of Lourdes School on Chicago's great north side, has been awarded the 1996 "Heart of the School" award, granted each year to outstanding teachers, in this case one who has organized inventive and informative social studies projects; and

WHEREAS, Nancy Dalton, who is affectionately known as "Ginger", is herself a graduate of Our Lady of Lourdes and has been teaching there for twenty-five years, during which time she has seen three of her children graduate from there as well. In September, her youngest daughter, Mary Clare, joined the faculty of this fine school; and

WHEREAS, Nancy Dalton teaches fifth through eighth grade social studies and takes on many additional projects. In 1994 she arranged to have students of Our Lady of Lourdes participate in "Kids Forum", an ABC-TV show whose topic was the current debate between Governor Jim Edgar and gubernatorial candidate Dawn Clark Netsch; and

WHEREAS, "Ginger" Dalton is a dedicated, creative teacher and exemplifies the highest standard of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby express our heartiest congratulations to Nancy "Ginger" Dalton on having been awarded the prestigious 1996 "Heart of the School" award by the Archdiocese of Chicago, and extend to this outstanding teacher our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Nancy Dalton.

CONGRATULATIONS EXTENDED TO 19TH POLICE DISTRICT TACTICAL TEAM FOR THEIR HEROIC ACTIONS IN APPREHENSION OF HANDGUN OFFENDER.

WHEREAS, The 19th Police District Tactical Team successfully apprehended an offender in possession of an unlawful handgun near 4001 North Oakley Avenue; and

WHEREAS, Without the speedy and valorous actions of these officers, the offender perhaps would not have been taken into custody and a crime would have occurred without reprisal; and

WHEREAS, The officers involved in the arrest, Sergeant Victor Scimeca, Officer Michael O'Neill, Officer George Vallee, Officer Benny Caccavale, Officer Darrell Willoughby and Officer Thomas Giese, exhibited good judgment and extraordinary followup that led to further arrests; and

WHEREAS, The work of these fine policemen led to the 17th Police District's execution of a search warrant and arrests on drug and weapons charges; and

WHEREAS, The combined work of these officers have served to improve the City and the overall safety of its citizens; and

WHEREAS, The bravery and commitment of such fine police officers do great honor to the fine City of Chicago; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago and the president of this body, The Honorable Richard M. Daley, Mayor of the City of Chicago, do hereby honor the heroic actions of Sergeant Victor Scimeca, Officer Michael O'Neill, Officer George Vallee, Officer Benny Caccavale, Officer Darrell Willoughby and Officer Thomas Giese; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to these 19th Police District officers and to the Superintendent of Police, Matt Rodriguez.

CONGRATULATIONS EXTENDED TO RHEINISCHE MARDIS GRAS SOCIETY ON ITS ONE HUNDRED SIXTH ANNIVERSARY.

WHEREAS, The Rheinische Verein of Chicago, also known as the Rheinische Mardis Gras Society, was founded in 1890, and this February marks its one hundred sixth anniversary; and

WHEREAS, The Mardis Gras Society of Chicago was established by Germans who migrated to our great city from the valley of the Rhein River. It was their intent to preserve and celebrate their customs and traditions in this New World; and

WHEREAS, The Mardis Gras Society of Chicago is thus one of the most venerable social organizations in the Chicagoland area, and promotes and

enjoys a holiday season -- "Karneval" -- which begins November 11 at 11:11 A.M. and concludes the day before Ash Wednesday. One of this year's highlights was the crowning of S.T. Prinz Emil I and I.L. Prinzessin Anna I, both members not only of this organization, but also of the Schwaben Society. In addition, Prinz Emil is with the Rheinische Saenger (Choral) Society, and Prinzessin Anna is with the Germania Women's Club; and

WHEREAS, The Mardis Gras Society of Chicago's carnival season ends with a gala masquerade dance which is one of the main social events on Chicagoland's calendar; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby salute the Rheinische Mardis Gras Society of Chicago, and direct public attention to its great social events planned for the pre-Lenten season; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Rheinische Mardis Gras Society of Chicago.

EXPRESSION OF SUPPORT FOR PROPOSED MERGER OF UNION PACIFIC AND SOUTHERN PACIFIC RAILROADS.

WHEREAS, The City of Chicago has a long history as the premier rail center of the United States; and

WHEREAS, The economic health of our great city depends heavily on strong, efficient rail service which connects Chicago to points throughout North America; and

WHEREAS, The Union Pacific and Southern Pacific Railroads have announced plans to merge their operations -- a merger that is likely to improve rail service to and from the City of Chicago, and to strengthen competition for freight service to and from the city; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby voice its support of the proposed merger of the Union Pacific and Southern Pacific Railroads as being in the best interests of the people of Chicago; and

Be It Further Resolved, That we urge federal authorities to act favorably on the application for approval of the merger of the Union Pacific and Southern Pacific Railroads; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the United States Interstate Commerce Commission.

Presented By

ALDERMAN M. SMITH (48th Ward):

TRIBUTE TO LATE MR. LOREN D. JOUETT.

WHEREAS, God in his infinite wisdom has called to his eternal reward Loren D. Jouett, citizen, friend and a leader and innovator in the fields of prosthetics and orthotics; and

WHEREAS, A native of Whitehall, Illinois, Loren D. Jouett attended Bradley and Carthage Universities, and for the next forty years excelled in the practice of fitting braces and artificial limbs; and

WHEREAS, Immediately after college, Loren D. Jouett joined the Dreher Company, which was owned by his wife's family. He learned the business from his father-in-law, attended Northwestern University and became certified in orthotics and prosthesis procedures. He eventually rose to be president of Dreher-Jouett, Inc., and also taught at Northwestern during the 1970s, where he trained numerous medical school graduates and organized several professional organizations. He was charter president of the Midwest Chapter of the American Academy of Orthotics and Prosthesis; and

WHEREAS, Loren D. Jouett was a vital and productive member of his grateful Edgewater community. He served as president of the Edgewater Beach Apartments Condominium Association, and participated on the Bryn Mawr Planning Committee; and

WHEREAS, Loren D. Jouett retired in the late 1980s, but remained until his death an active consultant and a caring neighbor and friend; and

WHEREAS, Loren D. Jouett leaves to celebrate his life his loving wife, Ella; his son, Loren (Suzanne); his daughters, Colette (Richard) Grozik and Nicole (George) Bonamasso; his seven 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 seventh day of February, 1996, A.D.,

do hereby express our sorrow on the death of Loren D. Jouett, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Loren D. Jouett and family.

CONGRATULATIONS EXTENDED TO MR. ROGER P. EKLUND ON HIS SIXTY-FIFTH BIRTHDAY.

WHEREAS, His family and many friends will gather to pay tribute to Roger P. Eklund in celebration of his sixty-fifth birthday March 16, 1996; and

WHEREAS, Roger P. Eklund is currently chairman of the board of Uptown National Bank of Chicago and has been chairman of the bank's parent corporation, Upbancorp., Inc., since its inception in 1983. He enhances a tradition: his father, the late Ernest A. Eklund, had been associated with Uptown National Bank since 1934; and

WHEREAS, A Harvard (1953) and Harvard Law School (1956) graduate, Roger P. Eklund was admitted to the Illinois Bar in 1956 and is a member of the Chicago, Illinois State and American Bar Associations, and is widely respected throughout the grateful Uptown community as a civic and business leader and friend; and

WHEREAS, Roger P. Eklund and his wife, Sally, have three children, Christopher (Diane), Peter and Kate (Mrs. Charles) Wise; and one grandchild, Julia Rose. They celebrate this great occasion with their many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby extend our heartiest congratulations to Roger P. Eklund on his sixty-fifth birthday, and extend to him and his family our very best wishes for many more years of continuing happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Roger P. Eklund.

WELCOME EXTENDED TO REVEREND BRIAN RICE ON HIS UPCOMING VISIT TO CHICAGO.

WHEREAS, The Reverend Brian Rice of Hartburn, Stockton on Tees, Great Britain, is visiting our great city to preach during Holy Week at the Church of the Atonement; and

WHEREAS, The Reverend Brian Rice has a long association with the City of Chicago since he visited here from Cambridge University forty years ago as a Fullbright Scholar, and we are indeed proud to have him in our midst; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, do hereby extend the heartiest welcome to the Reverend Brian Rice as he visits our great city during Holy Week 1996; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Brian Rice.

CONGRATULATIONS EXTENDED TO KIWANIS CLUB OF NORTH SHORE ON ITS SEVENTY-FIFTH ANNIVERSARY.

WHEREAS, The Kiwanis Club of the North Shore received its charter January 19, 1921, and thus is currently celebrating its seventy-fifth anniversary; and

WHEREAS, There have been many changes in our great city since 1921 and the Kiwanis Club of the North Shore has grown accordingly, becoming one of our town's most productive organizations, carrying on the great traditions of charity and comradeship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby congratulate the officers and members of the Kiwanis Club of the North Shore in recognition of this fine organization's seventy-fifth anniversary, and extend to them our best wishes for its continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Kiwanis Club of the North Shore.

CONGRATULATIONS EXTENDED TO LAKE MICHIGAN FEDERATION ON ITS TWENTY-FIFTH ANNIVERSARY.

WHEREAS, The Lake Michigan Federation, an independent, not-for-profit organization operating in states surrounding the lake, is currently observing its twenty-fifth anniversary year of protecting Lake Michigan and educating the public to participate in that protection; and

WHEREAS, During the past twenty-five years, the Lake Michigan Federation has fostered many programs in Wisconsin, Illinois, Indiana and Michigan, and in the Great Lakes Region in general, to preserve and protect through research, education, advocacy and stewardship participation, seeking to promote a water quality that supports a diverse and healthy ecosystem, emphasizing the prevention of pollution and the elimination and remediation of toxic substances in Lake Michigan; and

WHEREAS, The Lake Michigan Federation seeks to restore and preserve natural habitats and wetlands, while maintaining lake uses in the public interest; and

WHEREAS, The leaders of this great city fully support the environmental principles and the goals of the Lake Michigan Federation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby salute the Lake Michigan Federation as this outstanding organization observes its twenty-fifth anniversary year, and we extend to its hardworking staff and members our most fervent wishes for success in improving the natural quality of our truly great lake; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Lake Michigan Federation.

CELEBRATION OF CHINESE NEW YEAR 4694.

WHEREAS, The Chinese Mutual Aid Association will lead in the celebration of Chinese New Year 4694 of the ancient Chinese calendar, designated as the Year of the Rat; and

WHEREAS, This Chinese New Year gives all Chicagoans an opportunity to recognize and celebrate one of the most venerable and influential cultures in civilization; and

WHEREAS, Chinese Americans in our Chicago community as well as many other groups will be celebrating this great occasion in which we all join with a great sense of sharing and high hopes for a wonderful New Year; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventh day of February, 1996, A.D., do hereby take recognition of Chinese New Year 4694, and call public attention to the many festivities scheduled for that time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chinese Mutual Aid Association.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

---

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
BURNETT (27th Ward)	West Chicago Avenue, at 3515 -- 7:00 A.M. to 3:00 P.M. -- Tuesday through Saturday; West Fulton Market, at 1132 -- 8:00 A.M. to 5:00 P.M. -- daily; South Green Street, at 130 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday; West Lake Street, at 1143 -- 5:30 A.M. to 4:30 P.M. -- Monday through Saturday;
WOJCIK (30th Ward)	North Pulaski Road, at 3452 -- 3456 -- 8:00 A.M. to 6:00 P.M. -- no exceptions;
MELL (33rd Ward)	North Kedzie Avenue, at 4518, for a distance of 50 feet -- 6:30 A.M. to 5:00 P.M. -- Monday through Saturday;
ALLEN (38th Ward)	North Milwaukee Avenue, at 3970 -- 6:00 A.M. to 11:00 P.M. -- no exceptions;
NATARUS (42nd Ward)	West Adams Street, at 222 (on east side of South Franklin Street adjacent to entrance) 8:00 A.M. to 5:00 P.M. -- Monday through Friday; East Congress Parkway, at 33 (at southwestern corner of building on South Holden Court) 7:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
	North Dearborn Street, at 1200 -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
	West Lexington Street, at 1220 -- daily;
	West Wacker Drive (lower level) at 211 (on east side adjacent to North Post Place entrance) three car lengths -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;
BERNARDINI (43rd Ward)	West Armitage Avenue, at 1008 (valet service) 5:00 P.M. to 10:30 P.M. -- Tuesday through Thursday and 5:00 P.M. to 11:30 P.M. -- Friday through Sunday;
	North Clark Street, at approximately 2457 (just south of "T" intersection at West Arlington Place) 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;
HANSEN (44th Ward)	North Lake Shore Drive, at 3300 -- 7:00 A.M. to 9:00 A.M. -- Sunday through Saturday;
SHILLER (46th Ward)	West Eastwood Avenue, at 931, for a distance of 25 feet -- 1:00 P.M. to 5:00 P.M. -- Monday through Friday and 10:00 A.M. to 4:00 P.M. -- Saturday;
STONE (50th Ward)	North Western Avenue, at 6345 (in lieu of parking meters 20241 and 19925) 10:00 A.M. to 11:00 P.M. -- daily -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST BELMONT AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by extending the loading zone at 1114 West Belmont Avenue (affecting Bittersweet, Inc. Pastry Shop & Cafe) to include the area in front of Baltika, Inc. bookstore located at the same address, and also, by striking "7:00 A.M. to 7:00 P.M. -- everyday" and inserting in lieu thereof: "7:00 A.M. to 12:00 Midnight -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH DAYTON STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 30, 1994 (Council Journal of Proceedings, page 62724) which established loading zones on portions of specified public ways by striking the words: "North Dayton Street (west side) from a point 85 feet north of West Armitage Avenue, to a point 35 feet north thereof -- 10:00 A.M. to 10:00 P.M." and inserting in lieu thereof: "North Dayton Street (west side) from a point 85 feet north of West Armitage Avenue, to a point 65 feet north thereof -- 10:00 A.M. to 10:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST HUBBARD STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 1, 1995 (Council Journal of Proceedings, page 9078) which established loading zones on portions of specified public ways by striking the words: "West Hubbard Street (south side) from a point 115 feet west of North Dearborn Street, to a point 90 feet west thereof -- 11:00 A.M. to 12:00 Midnight -- loading zone/tow-away zone" and inserting in lieu thereof: "West Hubbard Street (south side) from a point 115

feet west of North Dearborn Street, to a point 90 feet west thereof -- 7:00 A.M. to 12:00 Midnight -- loading zone/tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH WESTERN AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Western Avenue (east side) from a point 50 feet north of West Armitage Avenue, to a point 50 feet north thereof -- 9:00 A.M. to 4:00 P.M. -- no parking/loading zone" and inserting in lieu thereof: "North Western Avenue (east side) from a point 50 feet north of West Armitage Avenue, to a point 50 feet north thereof -- at all times -- no parking/loading zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
STREETER (17th Ward)	East/west alley bounded by West 79th Street, West 80th Street, South Lafayette Avenue and South Wentworth Avenue -- westerly;
EVANS (21st Ward)	South Bishop Street, from the 8800 block to the first alley south of West 87th Street -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST ARTHINGTON STREET.

Alderman Chandler (24th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "West Arthington Street, from South Homan Avenue to South Central Park Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST GLENLAKE AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "West Glenlake Avenue, from North California Avenue to the first alley west thereof", 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 MENARD AVENUE.

Alderman Burrell (29th 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 Menard Avenue, from West Grand Avenue to the first alley south thereof", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT INTERSECTION OF NORTH MARSHFIELD AVENUE, WEST SCHOOL STREET AND NORTH LINCOLN AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed order to cause the removal of Parking Meters 10409, 10412, 10341, 10375, 10431 and 10332, located at the "T" intersection of North Marshfield Avenue, West School Street and North Lincoln Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
GABINSKI (32nd Ward)	North Racine Avenue, at 3142 -- 5:00 P.M. to 8:00 P.M. -- Saturday and 10:00 A.M. to 3:00 P.M. -- Sunday;
NATARUS (42nd Ward)	South Indiana Avenue, from East 16th Street to East 20th Street -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTIONS OF EAST 80TH STREET.

Alderman Steele (6th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 15, 1991 (Council Journal of Proceedings, page 31514) which limited the parking of vehicles during specified hours on portions of various public ways by striking the words: "East 80th Street, from South Dr. Martin Luther King, Jr. Drive to the first alley east thereof -- no parking anytime" and inserting in lieu thereof: "East 80th Street, from South Dr. Martin Luther King, Jr. Drive to the first alley east thereof -- no parking/tow-away zone", 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, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
GRANATO (1st Ward)	West Erie Street, at 1921 (except for handicapped);
	West Hirsch Street, at 2627 (except for handicapped);
PRECKWINKLE (4th Ward)	South Ellis Avenue, at 5401 (except for handicapped);
	South Harper Avenue, at 5442 (except for handicapped);
	East 50th Street, at 1640 (except for handicapped);
	East 52nd Street, at 1157 (except for handicapped);

Alderman	Location
STEELE (6th Ward)	South Calumet Avenue, at 7434 (except for handicapped);
	South Eberhart Avenue, at 7942 (except for handicapped);
	South Michigan Avenue, at 8036 (except for handicapped);
	South Perry Avenue, at 7425 (except for handicapped);
	South St. Lawrence Avenue, at 7627 (except for handicapped);
	South St. Lawrence Avenue, at 8440 (except for handicapped);
	West 71st Street (north side) from South Lafayette Avenue to South Vincennes Avenue;
	East 89th Street, at 375 (except for handicapped);
BEAVERS (7th Ward)	South Crandon Avenue, at 7430 (except for handicapped);
	South Yates Avenue, at 9315 (except for handicapped);
DIXON (8th Ward)	South Avalon Avenue, at 8033 (except for handicapped);
	South Avalon Avenue, at 9841 (except for handicapped);
	South Kimbark Avenue, at 7934 (except for handicapped);
	South Maryland Avenue, at 8301 (except for handicapped);

Alderman	Location
	South Ridgeland Avenue, at 8007 (except for handicapped);
	East 84th Street, at 955 (except for handicapped);
	East 93rd Street, at 1149 (except for handicapped);
SHAW (9th Ward)	South Vernon Avenue, at 10841 (except for handicapped);
	East 101st Place, at 40 (except for handicapped);
BUCHANAN (10th Ward)	South Avenue C, at 10932 (except for handicapped);
	South Exchange Avenue, at 8723 (except for handicapped);
	South Hoxie Avenue, at 10130 (except for handicapped);
	South Avenue M, at 10428 (except for handicapped);
HUELS (11th Ward)	South Bell Avenue, at 3412 (except for handicapped);
	South Bonfield Street, at 2727 (except for handicapped);
	South Paulina Street, at 3726 (except for handicapped);
	South Wallace Street, at 4634 (except for handicapped);
	West 37th Place, at 1621 (except for handicapped);

Alderman	Location And Distance
FRIAS (12th Ward)	South Campbell Avenue, at 4027 (except for handicapped);
OLIVO (13th Ward)	South Long Avenue, at 6315 (except for handicapped);
	West 64th Street, at 3540 (except for handicapped);
BURKE (14th Ward)	West 40th Street, at 3110 (except for handicapped);
JONES (15th Ward)	South Campbell Avenue, at 6721 (except for handicapped);
COLEMAN (16th Ward)	South Hermitage Avenue, at 5121 (except for handicapped);
	South Peoria Street, at 5741 (except for handicapped);
	South Wood Street, at 5255 (except for handicapped);
STREETER (17th Ward)	South Lowe Avenue, at 7338 (except for handicapped);
	South Marshfield Avenue, at 7629 (except for handicapped);
	South May Street, at 7519 (except for handicapped);
	South Wentworth Avenue, at 7524 (except for handicapped);
	South Wolcott Avenue, at 7027 (except for handicapped);

Alderman	Location
MURPHY (18th Ward)	South Ada Street, at 8141 (except for handicapped);
	South Justine Street, at 7943 (except for handicapped);
	South Laflin Street, at 8212 (except for handicapped);
	South Laflin Street, at 8234 (except for handicapped);
	South Loomis Street, at 8234 (except for handicapped);
	South Paulina Street, at 8058 (except for handicapped);
TROUTMAN (20th Ward)	West 65th Street, at 513 (except for handicapped);
MUNOZ (22nd Ward)	West Cullerton Street, at 4322 (except for handicapped);
	South Lawler Avenue, at 4559 (except for handicapped);
	South St. Louis Avenue, at 3001 (except for handicapped);
ZALEWSKI (23rd Ward)	South Keeler Avenue, at 5324 (except for handicapped);
	South Kolin Avenue, at 5019 (except for handicapped);
	South Leamington Avenue, at 4615 (except for handicapped);
	South McVicker Avenue, at 6116 (except for handicapped);

Alderman	Location
	South Moody Avenue, at 5741 (except for handicapped);
	South Natoma Avenue, at 6111 (except for handicapped);
	South Newcastle Avenue, at 5623 (except for handicapped);
	South Springfield Avenue, at 5126 (except for handicapped);
	West 56th Place, at 3718 (except for handicapped);
CHANDLER (24th Ward)	West Polk Street, at 3142 (except for handicapped);
BURNETT (27th Ward)	North Ridgeway Avenue, at 1029 (except for handicapped);
E. SMITH (28th Ward)	West Adams Street, at 4039 (except for handicapped);
	West Adams Street, at 4638 (except for handicapped);
	West Huron Street, at 4628 (except for handicapped);
	North Leamington Avenue, at 155 (except for handicapped);
	North Leclaire Avenue, at 200 (except for handicapped);
	West West End Avenue, at 4149 (except for handicapped);
BURRELL (29th Ward)	West Grand Avenue, at 5816 (except for handicapped);

Alderman	Location
	North Luna Avenue, at 1432 (except for handicapped);
	North Melvina Avenue, at 2158 (except for handicapped);
	West Van Buren Street, at 5534 (except for handicapped);
WOJCIK (30th Ward)	West George Street, at 5146 (except for handicapped);
	North Harding Avenue, at 1904 (except for handicapped);
	North Long Avenue, at 2249 (except for handicapped);
	North Marmora Avenue, at 2715 (except for handicapped);
	West Oakdale Avenue, at 5226 (except for handicapped);
	West Wrightwood Avenue, at 5041 (except for handicapped);
SUAREZ (31st Ward)	West Belden Avenue, at 3715 (except for handicapped);
	North Karlov Avenue, at 2020 (except for handicapped);
MELL (33rd Ward)	West Eastwood Avenue, at 2536 (except for handicapped);
	North Whipple Street, at 3731 (except for handicapped);
AUSTIN (34th Ward)	South Green Street, at 11213 (except for handicapped);

Alderman	Location
	South Stewart Avenue, at 11639 (except for handicapped);
	West 104th Street, at 108 (except for handicapped);
COLOM (35th Ward)	North St. Louis Avenue, at 2711 (except for handicapped);
	North Sawyer Avenue, at 1937 (except for handicapped);
	North Whipple Street, at 2826 (except for handicapped);
BANKS (36th Ward)	North Newcastle Avenue, at 2850 (except for handicapped);
	North Newcastle Avenue, at 2906 (except for handicapped);
	North Plainfield Avenue, at 3229 (except for handicapped);
GILES (37th Ward)	West Ferdinand Street, at 5341 (except for handicapped);
	North Long Avenue, at 716 (except for handicapped);
	North Long Avenue, at 1736 (except for handicapped);
	North Lorel Avenue, at 705 (except for handicapped);
ALLEN (38th Ward)	West Berenice Avenue, at 5941 (except for handicapped);
	West Waveland Avenue, at 6226 (except for handicapped);

Alderman	Location
LAURINO (39th Ward)	North Keystone Avenue, at 4512 (except for handicapped);
	North Monticello Avenue, at 4823 (except for handicapped);
	North St. Louis Avenue, at 4851 (except for handicapped);
O'CONNOR (40th Ward)	West Catalpa Avenue, at 2604 (except for handicapped);
	North Rockwell Street, at 5019 (except for handicapped);
NATARUS (42nd Ward)	South Laflin Street, at 728 (except for handicapped);
	North McClurg Court, at 400 (except for emergency vehicles);
	South Miller Street, at 826 (except for handicapped);
LEVAR (45th Ward)	West Cullom Avenue, at 5210 (except for handicapped);
	West Dakin Street, at 5141 (except for handicapped);
	West Giddings Street, at 6034 (except for handicapped);
	North Nagle Avenue, at 5855 (except for handicapped);
SHILLER (46th Ward)	West Bittersweet Place, at 700 (except for handicapped);
	North Lake Shore Drive, at 3600 (except for handicapped);

Alderman	Location
SCHULTER (47th Ward)	West Cullom Avenue, at 2201 (except for handicapped);
	West Winnemac Avenue, at 1771 (except for handicapped);
MOORE (49th Ward)	West Farwell Avenue, at 1409 (except for handicapped);
STONE (50th Ward)	North Claremont Avenue, at 6251 (except for handicapped);
	North McCormick Road, from North Lincoln Avenue to West Devon Avenue (on parkway).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2922 SOUTH CANAL STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Canal Street, at 2922 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7930 SOUTH CHRISTIANA AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South

Christiana Avenue, at 7930 (Handicapped Parking Permit 5298)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3415 SOUTH CLAREMONT 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 Claremont Avenue, at 3415 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4941 WEST CUYLER AVENUE.

Alderman Levar (45th 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 Cuyler Avenue, at 4941 (Handicapped Parking Permit 10056)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2441 NORTH DRAKE AVENUE.

Alderman Colom (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 Drake Avenue, at 2441 (Handicapped Parking Permit 4392)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8049 SOUTH EBERHART AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Eberhart Avenue, at 8049 (Handicapped Parking Permit 7229)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8924 SOUTH ELIZABETH STREET.

Alderman Evans (21st 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 Elizabeth Street, at 8924 (Handicapped Parking Permit 8225)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5026 SOUTH FAIRFIELD AVENUE.

Alderman Burke (14th 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 Fairfield Avenue, at 5026 (Handicapped Parking Permit 10119)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8125 SOUTH FRANCISCO AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Francisco Avenue, at 8125 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8431 SOUTH GREEN STREET.

Alderman Evans (21st 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 Green Street, at 8431 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8432 SOUTH GREEN STREET.

Alderman Evans (21st 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 Green Street, at 8432 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2334 NORTH HAMLIN AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Hamlin Avenue, at 2334 (Handicapped Parking Permit 1492)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7535 SOUTH HONORE STREET.

Alderman Streeter (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Honore Street, at 7535 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6516 SOUTH KILPATRICK AVENUE.

Alderman Olivo (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: "South Kilpatrick Avenue, at 6516 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4813 SOUTH LA CROSSE AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South La Crosse Avenue, at 4813 (Handicapped Parking Permit 9399)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2520 NORTH LINDEN PLACE.

Alderman Colom (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 Linden Place, at 2520 (Handicapped Parking Permit 5364)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8210 SOUTH LOOMIS STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Loomis Street, at 8210 (Handicapped Parking Permit 1144)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8219 SOUTH LOOMIS STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Loomis Street, at 8219 (Handicapped Parking Permit 8368)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4420 NORTH MAJOR AVENUE.

Alderman Levar (45th 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 Major Avenue, at 4420 (Handicapped Parking Permit 5907)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5242 SOUTH MICHIGAN AVENUE.

Alderman Troutman (20th 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 Michigan Avenue, at 5242 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3859 SOUTH MORGAN STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Morgan Street, at 3859", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3752 NORTH ORIOLE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Oriole Avenue, at 3752 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3548 NORTH OVERHILL AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Overhill Avenue, at 3548 (Handicapped Parking Permit 7755)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7821 SOUTH PHILLIPS AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Phillips Avenue, at 7821 (Handicapped Parking Permit 7046)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3121 SOUTH PRINCETON 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 Princeton Avenue, at 3121 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1806 NORTH RICHMOND STREET.

Alderman Colom (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 Richmond Street, at 1806 (Handicapped Parking Permit 7153)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2245 NORTH SAWYER AVENUE.

Alderman Colom (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 Sawyer Avenue, at 2245 (Handicapped Parking Permit 9738)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4814 WEST SCHOOL STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West School Street, at 4814 (Handicapped Parking Permit 151)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1721 NORTH SPAULDING AVENUE.

Alderman Ocasio (26th 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 Spaulding Avenue, at 1721 (Handicapped Parking Permit 7992)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2842 WEST SUMMERDALE AVENUE.

Alderman O'Connor (40th 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 Summerdale Avenue, at 2842 (Handicapped Parking Permit 4410)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2846 WEST SUMMERDALE AVENUE.

Alderman O'Connor (40th 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 Summerdale Avenue, at 2846 (Handicapped Parking Permit 4706)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4167 WEST WELLINGTON AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Wellington Avenue, at 4167 (Handicapped Parking Permit 4452)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3630 SOUTH WINCHESTER 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 Winchester Avenue, at 3630 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3646 WEST 60TH PLACE.

Alderman Olivo (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 60th Place, at 3646 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5806 WEST 60TH STREET.

Alderman Olivo (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 60th Street, at 5806 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5735 WEST 63RD PLACE.

Alderman Olivo (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 63rd Place, at 5735 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3925 WEST 71ST STREET.

Alderman Olivo (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 71st Street, at 3925 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2014 WEST 80TH STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 80th Street, at 2014 (Handicapped Parking Permit 3409)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times

specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BEAVERS (7th Ward)	East 75th Street, at 2334 and alongside on South Oglesby Avenue -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
BERNARDINI (43rd Ward)	West Kemper Place, alongside at 2335 North Orchard Street (just south of the corner clearance at entrance to the church building) 9:00 A.M. to 3:00 P.M. -- Sunday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF NORTH ORCHARD STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 22, 1981 (Council Journal of Proceedings, page 6044) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Orchard Street (east side) from a point 105 feet north of West Kemper Place, to a point 40 feet north thereof -- 8:30 A.M. to 12:30 P.M." and inserting in lieu thereof "North Orchard Street (east side) from a point 105 feet north of West Kemper Place, to a point 40 feet north thereof -- 8:00 A.M. to 6:00 A.M. -- Monday through Friday and 8:00 A.M. to 2:00 P.M. -- Saturday and Sunday", 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 EAST 54TH STREET.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during

specified hours on portions of various public ways by striking the words: "East 54th Street (north side) from South Ingleside Avenue to South Ellis Avenue -- 8:00 A.M. to 4:30 P.M. -- all school days" and inserting in lieu thereof: "East 54th Street (north side) from South Ingleside Avenue to South Ellis Avenue -- 7:00 A.M. to 3:30 P.M. -- all school days", 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 80TH STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West 80th Street, at 2025 (Handicapped Parking Permit 4482)", 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
BURKE (14th Ward)	West 46th Street (both sides) between South Harding Avenue and South Springfield Avenue -- at all times;
ZALEWSKI (23rd Ward)	South Keeler Avenue (west side) in the 5400 block -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	South Laporte Avenue (east side) in the 5100 block, between South Archer Avenue and the first alley north thereof -- at all times;
CHANDLER (24th Ward)	West Van Buren Street (both sides) in the 4400 block -- Monday through Friday -- excluding weekends or holidays;
WOJCIK (30th Ward)	North Hamlin Avenue (both sides) in the 3100 block -- at all times;
	North Keystone Avenue (both sides) in the 4200 block -- at all times;
GILES (37th Ward)	West Kamerling Avenue (both sides) in the 4300 block -- at all times -- daily;
ALLEN (38th Ward)	North Lamon Avenue (east side) at 3333 -- 3335, between West Henderson Street and West Roscoe Street -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH INDIANA AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 13, 1995 (Council Journal of Proceedings, pages 7037 -- 7040) which established residential permit parking zones on portions of specified public ways by adding the words: "South Indiana Avenue (both sides) from East 14th Street to East 16th Street", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION NORTH TRIPP AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 14, 1995 (Council Journal of Proceedings, page 3199) which established residential permit parking zones on portions of specified public ways by striking the words: "North Tripp Avenue (west side) in the 3600 block -- Zone 141", which was *Referred to the Committee on Traffic Control and Safety.*

AUTHORIZATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 365 TO INCLUDE 1200 THROUGH 1500 BLOCKS OF SOUTH CLARK STREET.

Alderman Haithcock (2nd Ward) presented a proposed order to authorize the Department of Revenue, Bureau of Parking Management, to extend Residential Permit Parking Zone 365 to include the 1200, 1300, 1400 and 1500 blocks of South Clark Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking 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
BUCHANAN (10th Ward)	East 107th Street (both sides) from South Torrence Avenue to the first alley west thereof;
HUELS (11th Ward)	West 47th Place (north side) from South Wallace Street to South Union Avenue;
MUNOZ (22nd Ward)	South Kedvale Avenue (west side) from West 31st Street to the first alley north thereof;
OCASIO (26th Ward)	North Artesian Avenue, at 1639 (in front of church building).

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated 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
BERNARDINI (43rd Ward)	North/south public alley in the 2700 block, between North Mildred Avenue and North Dayton Street -- at all times -- no exceptions;
SCHULTER (47th Ward)	North Rockwell Street (west side) from a point 20 feet south of West Addison Street (alongside 2633) to a point 155 feet south thereof -- at all times -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED TOW-AWAY ZONE ON PORTION OF WEST GRAND AVENUE.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "West Grand Avenue, at 5811 -- 9:00 A.M. to 9:00 P.M. -- fifteen minute standing zone/tow-away zone -- unattended vehicles must have lights flashing" and inserting in lieu thereof: "West Grand Avenue, at 5811 -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday -- no parking/loading zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIFTEEN MINUTE STANDING ZONES/TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented three proposed ordinances to establish fifteen minute standing zones/tow-away zones and require that unattended vehicles must have lights flashing at the locations and for the times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

East Adams Street, at 11 -- for a distance of 60 to 80 feet -- 7:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. -- Monday through Friday;

North Beaubien Court (upper level) -- for a distance of 98 to 150 feet (two car lengths) at all times -- daily;

North Dearborn Street, at 1210 -- to extend one car length -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday.

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
GRANATO (1st Ward)	West Blackhawk Street and North Bosworth Avenue -- "Four-Way Stop";
PRECKWINKLE (4th Ward)	East 49th Street, at South Chicago Beach Drive -- "Stop";
	East 53rd Street and South Ingleside Avenue -- "Four-Way Stop";
	East 54th Street and South Ingleside Avenue -- "Four-Way Stop";
HOLT (5th Ward)	East 55th Street, at South Blackstone Avenue -- "Stop";
STEELE (6th Ward)	East 76th Street, at South Michigan Avenue -- "Two-Way Stop";
DIXON (8th Ward)	East 77th Street and South Paxton Avenue -- "All-Way Stop";
	East 81st Street and South Yates Avenue -- "Four-Way Stop";
	East 98th Street, at South Woodlawn Avenue -- "Two-Way Stop";
BUCHANAN (10th Ward)	East 101st Street and South Escanaba Avenue -- "Four-Way Stop";
	East 130th Street, between South Carondolet Avenue and South Brandon Avenue -- "Trucks Prohibited";

Alderman	Location And Type Of Sign
OLIVO (13th Ward)	South Austin Avenue, from West 61st Street to West 63rd Street -- "Five Ton Load Limit"; West 59th Street and South Mayfield Avenue -- "Two-Way Stop"; West 63rd Street and South Austin Avenue -- "No Turn On Red -- 7:00 A.M. To 7:00 P.M.";
RUGAI (19th Ward)	South Charles Street, at 10445 -- "Handicapped Parking Only"; South Hale Avenue, at 10722 -- "Handicapped Parking Only"; South Longwood Drive, at West 104th Street -- "Stop"; West 100th Street, at 1734 -- "Handicapped Parking Only";
EVANS (21st Ward)	South Carpenter Street and West 88th Street -- "Four-Way Stop"; West 99th Street, at South Throop Street -- "Two-Way Stop";
MUNOZ (22nd Ward)	South Hamlin Avenue, at West 28th Street -- "Stop"; South Millard Avenue, at West 28th Street -- "Stop"; West 34th Street and South Lawndale Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
ZALEWSKI (23rd Ward)	West 48th Street and South Avers Avenue -- "Four-Way Stop";
CHANDLER (24th Ward)	West Arthington Street, at South Homan Avenue -- "Two-Way Stop";
BURNETT (27th Ward)	West Hubbard Street and North Paulina Street -- "Four-Way Stop";
	West Huron Street, at North Homan Avenue -- "Two-Way Stop";
SUAREZ (31st Ward)	West Dickens Avenue and North Kedvale Avenue -- "Four-Way Stop";
GABINSKI (32nd Ward)	West Blackhawk Street, at North Dayton Street -- "Two-Way Stop";
	West North Avenue and North Throop Street -- "All-Way Stop";
AUSTIN (34th Ward)	South Ashland Avenue, at West 116th Street -- "Stop";
	South Halsted Street, between West 99th Street and West 129th Street and West 103rd Street, between South Morgan Street and South Wentworth Avenue -- "Peddling Prohibited";
	West 103rd Street, at South Wallace Street -- "Stop";
COLOM (35th Ward)	North California Avenue and West Palmer Street -- "No Drinking, No Loitering";

Alderman	Location And Type Of Sign
	West Dickens Avenue and North Whipple Street -- "Stop";
	North Kimball Avenue and North Allen Avenue -- "No Right Turn -- 4:00 P.M. To 6:00 P.M.";
	West Shakespeare Avenue and North Lawndale Avenue -- "Stop";
ALLEN (38th Ward)	West Montrose Avenue, at North Mobile Avenue -- "Stop";
NATARUS (42nd Ward)	West Ontario Street and North Kingsbury Street -- "Three-Way Stop";
LEVAR (45th Ward)	West Holbrook Street, at North McLeod Avenue -- "Stop";
	North Lockwood Avenue, at West Agatite Avenue -- "Stop";
	North Manton Avenue, at North Markham Avenue -- "Stop";
	North Manton Avenue, at North Miltimore Avenue -- "Stop";
	North Natoma Avenue, at West Carmen Avenue -- "Stop";
SHILLER (46th Ward)	Alley between West Wilson Avenue and West Sunnyside Avenue, west of 4500 North Beacon Street -- "15 Mile Per Hour Speed Limit";

Alderman	Location And Type Of Sign
STONE (50th Ward)	West Glenlake Avenue and North California Avenue -- "Four-Way Stop".

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "STOP" SIGN ON PORTION OF SOUTH CHICAGO BEACH DRIVE.

Alderman Preckwinkle (4th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "For north and southbound traffic on South Chicago Beach Drive, at East 49th Street -- 'Stop' sign", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "NO PARKING" AND "LIMITATION OF PARKING" SIGNS ON PORTION OF WEST LAWRENCE AVENUE.

Alderman Laurino (39th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West Lawrence Avenue, alongside 4335 on North Lowell Avenue (west side) from West Lawrence Avenue to the first alley west thereof -- 'No Parking' and 'Limitation of Parking' signs", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "TWO-WAY STOP" SIGN ON PORTION OF WEST 51ST STREET.

Alderman Zalewski (23rd Ward) presented an ordinance to amend a

previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West 51st Street, stopping east and westbound traffic at South La Crosse Avenue -- 'Two-Way Stop' sign" and inserting in lieu thereof: "West 51st Street and South La Crosse Avenue -- 'Three-Way Stop' signs", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF "HANDICAPPED PERMIT PARKING" SIGNS AT 540 WEST BROMPTON AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to cause the removal of "Handicapped Permit Parking" signs at 540 West Brompton Avenue for Handicapped Parking Permit 8769 , which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF "NO PARKING ANYTIME" SIGNS ON PORTION OF SOUTH PULASKI ROAD.

Alderman Olivo (13th Ward) presented a proposed order to remove "No Parking Anytime" signs on South Pulaski Road, east from a point 66 feet north of West 61st Place, to a point 84 feet north thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
HAITHCOCK (2nd Ward)	West Roosevelt Road and South Clark Street;
NATARUS (42nd Ward)	North Columbus Drive (lower level) at East Wacker Drive (lower level) left turn signal.

---

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented fourteen proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning,* as follows:

BY ALDERMAN BUCHANAN (10th Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District, an R3 General Residence District and a B4-1 Restricted Service District the area shown on Map No. 24-B bounded by:

East 95th Street; South Houston Avenue; East 96th Street; and South Commercial Avenue.

BY ALDERMAN MURPHY (18th Ward):

To classify as a B3-2 General Retail District instead of a B5-2 General Service District the area shown on Map No. 20-K bounded by:

West 79th Street; a line 120 feet westerly of and parallel to South Kilpatrick Avenue; a line 280 feet east of and parallel to South Cicero Avenue; West 82nd Street; South Keating Avenue; the alley next south of and parallel to West 83rd Street; and South Cicero Avenue.

BY ALDERMAN OCASIO (26th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-I bounded by:

a line 258 feet south of West Fullerton Avenue; North Rockwell Street; a line 321.06 feet south of West Fullerton Avenue; and a line 92 feet west of North Rockwell Street.

BY ALDERMAN BURNETT (27th Ward):

To classify as a B2-2 Restricted Retail District instead of a C1-2 Restricted Commercial District the area shown on Map No. 1-H bounded by:

the alley next north of and parallel to West Washington Boulevard; North Paulina Street; West Washington Boulevard; and the easterly right-of-way line of the Chicago Transit Authority elevated structure.

BY ALDERMAN E. SMITH (28th Ward):

To classify as an R4 General Residence District instead of a B5-2 General Service District the area shown on Map No. 1-K bounded by:

West Washington Boulevard; a line 476.67 feet east of North Karlov Avenue; the alley next south of and parallel to West Washington Boulevard; and a line 301.5 feet east of North Karlov Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B2-2 Restricted Retail District instead of a C1-2 Restricted Commercial District the area shown on Map No. 5-J bounded by:

West Fullerton Avenue; North Harding Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Pulaski Road.

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 5-K bounded by:

the alley next north of and parallel to West Armitage Avenue; North Kildare Avenue; West Armitage Avenue; and North Kostner Avenue.

To classify as a B2-2 Restricted Retail District instead of a C2-1 General Commercial District the area shown on Map No. 7-J bounded by:

the alley next north of and parallel to West Fullerton Avenue or the line thereof if extended; the alley next east of and parallel to North Cicero Avenue; West Fullerton Avenue; and North Cicero Avenue.

BY ALDERMAN BANKS (36th Ward):

To classify as a B3-2 General Retail District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 5-N bounded by:

the alley next north of and parallel to West North Avenue; North Nordica Avenue; West North Avenue; and North Neva Avenue.

To classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 5-N bounded by:

West Wabansia Avenue; a line 132 feet west of North Nordica Avenue; the alley next north of and parallel to West North Avenue; and North Neva Avenue.

BY ALDERMAN ALLEN (38th Ward):

To classify as an R2 Single-Family Residence District instead of Residential Planned Development No. 101 the area shown on Map No. 11-N bounded by:

a line from a point 1,206 feet north of West Irving Park Road and 565 feet west of the west line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, to a point 1,257 feet north of West Irving Park Road along the west line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; the west line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; a line 190 feet north of West Irving Park Road; a line from a point 381 feet west of the west line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad and 190 feet north of West Irving Park Road, to a point 409.49 feet west of the west line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad along the north line of West Irving Park Road; West Irving Park Road; North Oak Park Avenue; a line from a point 875 feet north of West Irving Park Road along the east line of North Oak Park Avenue, to a point 675 feet north of West Irving Park Road and 148 feet east of North Oak Park Avenue; a line from a point 675 feet north of West Irving Park Road and 148 feet east of North Oak Park Avenue, to a point 777 feet north of West Irving Park Road and 278 feet east of North Oak Park Avenue; a line from a point 777 feet north of West Irving Park Road and 278 feet east of North Oak Park Avenue, to a point 917 feet north of West Irving Park Road and 540 feet east of North Oak Park Avenue; and a line from a point 917 feet north of West Irving Park Road and 540 feet east of North Oak Park Avenue, to a point 1,206 feet north of West Irving Park Road and 565 feet west of the west line of the right-of-way of the C.M. St. P. & P. Railroad.

BY ALDERMAN LAURINO (39th Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District and C1-1 Restricted Commercial District the area shown on Map No. 11-K bounded by:

a line 111 feet north of the intersection of North Kostner Avenue and North Elston Avenue as measured at the easterly right-of-way line of North Kostner Avenue and perpendicular thereto; the alley next east of and parallel to North Kostner Avenue; the alley next north northeasterly of and parallel to North Elston Avenue; North Lowell Avenue; North Elston Avenue; and North Kostner Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 15-G bounded by:

North Ridge Avenue; West Ardmore Avenue; the alley next east of and parallel to North Clark Street; the alley next southwesterly of and parallel to North Ridge Avenue; and a line 333.54 feet northwesterly of the intersection of West Ardmore Avenue and North Ridge Avenue, as measured at the southerly right-of-way line of North Ridge Avenue and perpendicular thereto.

BY ALDERMAN M. SMITH (48th Ward):

To classify as an R4 General Residence District instead of a B4-3 Restricted Service District the area shown on Map No. 13-G bounded by:

a line 199.25 feet north of West Foster Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated line; West Foster Avenue; the alley next west of and parallel to North Broadway; a line 150 feet north of West Foster Avenue; and North Broadway.

---

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented proposed claims against the City of

Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance,* as follows:

Alderman	Claimant
HAITHCOCK (2nd Ward)	Moser Building Condominium Association;
	1143 South Plymouth Court Condominium Association;
PRECKWINKLE (4th Ward)	Ellis Cooperative (2);
	Hearthstone Place Condominium (2);
	Hyde Park Manor Condominium Association (2);
	Pruitt Condominium Association;
	1325 -- 1335 East 52nd Street Condominiums (2);
	5435 -- 5437 South Woodlawn Avenue Condominiums (2);
STEELE (6th Ward)	Cheryl Condominium;
BEAVERS (7th Ward)	Mr. and Mrs. Marcelin Vital;
DIXON (8th Ward)	Grove Condominium Association;
	Tara Grove Condominium Association;
OLIVO (13th Ward)	Courtyard Condominiums;
JONES (15th Ward)	Ms. Annie Myrl Watson;

Alderman	Claimant
RUGAI (19th Ward)	Concord Lane Condominium Association;
	Mr. Phillip T. Kearns;
	LaBella Casa Condominium Association;
ZALEWSKI (23rd Ward)	Mr. Ronald Nezda;
	Mr. Fred J. Simon, Jr.;
	Villa Court Condominiums;
	5429 South Massasoit Condominium Association;
	6416 West 64th Place Condominium Association;
BURRELL (29th Ward)	Ms. Minnie Coleman;
	Ms. Annie Harris;
WOJCIK (30th Ward)	Janis Courts Association;
	Lanai Courts Association;
	Ms. Janina Nowakowski;
	Roydon Manor Condominium;
	4248 North Keystone Condominium Association;
GABINSKI (32nd Ward)	Amhurst Loft Condominium Association;
	Ravenswood Lofts Condominium Association;

Alderman	Claimant
	River Bend Loft Condominium Association;
	Terra Cotta Commons Condominium Association;
	Willow Square Condominium Association;
MELL (33rd Ward)	Mr. Scott Schreiber;
BANKS (36th Ward)	Neva Vista Condominium Association;
	Oakfield North Condominium Association;
	Palmer Courts Association;
	2147 North Harlem Building Association;
	3150 North Odell Condominium Association;
ALLEN (38th Ward)	Eastwood Manor Condominium Association;
	Merrimac Condominium Association;
	Merrimac Square Condominium No. 1;
	Merrimac Square Condominium Association III;
	Ravenswood Condominium Association;
	Ridgemoor Estates Condominium Association;

Alderman	Claimant
	Ridgemoor Estates Condominium Association IV;
	Ridgemoor Estates Condominium V;
	3821 North Narragansett Condominium Association;
LAURINO (39th Ward)	Sauganash Homeowners Association, Inc.;
O'CONNOR (40th Ward)	Anderson Villas Condominium Association;
	Balmoral Court Townhomes;
	Cornelia Lofts;
	Glenwood North Condominium Association;
	Granville Terrace Mutual Trust Cooperative;
	Hawthorne Place II;
	Ivy Wall Condominium Association;
	Stanford Courts Homeowners Association;
	The Wellington Condominium Association;
	Winchester Hood Extension "B" Cooperative;
	Wrightwood Court Townhomes Association;
	1517 -- 1519 Rosemont Condominium Association;

Alderman	Claimant
	1633 West Thome Condominium Association;
	3400 North Lake Shore Drive Condominium Association;
	5220 North Rockwell Condominium Association;
	5445 -- 5455 North California Condominium Association;
DOHERTY (41st Ward)	Birch Tree Manor Condominium Association No. 2;
	Birch Tree Manor No. 5 Condominium Association;
	Caldwell Woods Condominium Association, Inc.;
	Devon Place Condominium Association;
	Edgewood Manor Condominium No. 1;
	Edison Park Condominium Association;
	Edison Villa Condominium Association;
	Edison Village Condominium;
	Edisonaire Condominiums;
	Edgewood Manor IV;
	Forest Tower Condominium No. 1;
	Fountain View Condominium;
	Higgins Manor Condominium Association;

Alderman	Claimant
	Ms. Mary V. Jendras;
	Lexington House Condominium;
	Mason Manor Condominiums Association;
	Norwood Place Condominium Association;
	Olmsted Condominium Association;
	Parkview Condominium No. 2 East;
	6005 -- 6009 North Neola Condominium Association;
	6259 -- 6261 Northwest Highway Condominium Association;
	6490 Regency Condominium Association;
	8500 Catherine Condominiums;
NATARUS (42nd Ward)	The Bancroft Condominium Association;
	Beekman Place Homeowners Association;
	Carl Sandburg Village Condominium Association No. 1;
	Carl Sandburg Village Condominium Association No. 7;
	Carlyle Apartments Homeowners Association;
	Harbor Square Condominium Association;

Alderman	Claimant
	Lake Point Tower Condominium Association;
	The LaSalle Private Residence Condominium Association;
	McConnell Apartment Association;
	Newberry Plaza Condominium Association;
	Oak Club Condominium Association;
	One East Scott Condominium Association;
	Plaza On DeWitt Condominium Association;
	The River Plaza Condominium Association;
	Two East Oak Condominium Association;
	55 West Erie Street Condominium Association;
	100 Bellevue Place Condominium Association;
	110 East Delaware Condominium Association;
	161 Chicago Avenue East Condominium Association;
	175 East Delaware Place Homeowners' Association;
	230 East Ontario Condominium Association (2);
	The 400 Condominium Association;

Alderman	Claimant
	680 Lake Residence Condominium Association; 680 South Residence Condominium Association; 680 Tower Residence Condominium Association; 900 -- 910 Lake Shore Condominium; 999 Lake Shore Drive Corporation; 1000 Condominium Association; 1212 Lake Shore Drive Condominium (2); 1350 North State Condominium Association; 1400 State Parkway Condominium Association;
BERNARDINI (43rd Ward)	Astor Incorporated; Bissell Commons Condominium; Breton Place Condominium Association; City Commons Condominium Association; Eugenie Lane Condominium Association; Eugenie Wells Condominium Association; Factory Condominium; Hemingway House Condominium Association;

Alderman	Claimant
	Kennelly Square Condominium Association;
	Lincoln Park Villas Condominium;
	Magnolia Street Residences Condominium Association;
	Wells Street Studios Condominium Association (2);
	Wrightwood Burling Place Condominiums;
	515 Wrightwood Condominium Association;
	1540 Lake Shore Drive Corporation;
	1550 Condominium Association;
	1555 Astor Condominium;
	1660 Condominium Association;
	1875 Burling Condominium Association;
	1901 North Bissell Condominium;
	2016 Cleveland Condominium Association;
	2020 Lincoln Park West Condominium Association;
	2130 Lincoln Park West Condominium Association;
	2225 Halsted Condominium;
	2333 North Geneva Terrace Condominium Association;

Alderman	Claimant
	2626 Lakeview Condominium Association;
	2736 North Hampden Court Condominium Association;
HANSEN (44th Ward)	Daniel James Amick;
	Barry Avenue Townhouse Association;
	Burling Condominium Association (2);
	Commonwealth Plaza Condominium Association;
	Kings Court Condominium Association;
	John Joseph McNicholas;
	Sheffield Building Association;
	Stratford Place Condominium Association;
	500 Barry Condominium Association;
	554 -- 556 Roscoe Condominium Association;
	733 -- 735 Oakdale Condominium Association;
	3150 North Sheridan Road Condominium Association;
LEVAR (45th Ward)	Byron Court Condominium;
	Gunnison Point Condominium Association;

Alderman	Claimant
	Higgins Court Condominium Association;
	Le Cour Condominium;
	Wilson Court Condominium;
	4850 North Linder Building;
SHILLER (46th Ward)	Clarendon Lakeside Condominium Association;
	Mr. Joseph M. Elwell;
	Pine Grove Townhouse Association;
	Via Veneto Condominium Association;
	Waveland Courts Condominium Association;
	Waveland Gardens Condominium Association;
	Wilsher Condominium Association;
	702 -- 718 Gordon Terrace Condominium Association;
	743 -- 755 West Brompton Condominium;
	3800 Lake Shore Drive Condominium Association;
	4229 North Kenmore Condominium Association;
	4300 Marine Drive Condominium Association;
	4343 Clarendon Condominium Association;

Alderman	Claimant
SCHULTER (47th Ward)	Leland Court Condominium Association;
	Leland of Ravenswood Association;
	Paulina Terrace Condominium Association;
	Ravenswood Station Lofts Condominium Association;
	4414 -- 4416 North Ashland Avenue Condominium Association, Inc.;
M. SMITH (48th Ward)	Carmen Walk Condominium Association;
	Hollywood Terrace Condominium Association;
	Manchester Commons Condominium Association;
	Park Tower Condominium Association;
	852 -- 854 West Lakeside Condominium Association;
	930 West Margate Terrace Condominium Association;
	1454 -- 1456 Hollywood Condominium Association (2);
	1465 -- 1467 Catalpa Condominium Association;
	5000 Marine Drive Corporation;

Alderman	Claimant
MOORE (49th Ward)	Cape Hayes Condominium Association;
	Dover Manor Condominium Association;
	Farwell Beach Condominium Association;
	Farwell Courts Condominium;
	Farwell Terrace Condominium Association;
	Greenleaf Apartment Building Corp., Inc.;
	Greenleaf Beach Condominium Association;
	Greenleaf Court Condominium Association;
	Greenleaf Shores Condominium Association;
	Lunt Lane Condominium Association;
	Lake Terrace Townhome Owners Association;
	Marbella Condominium Association;
	North Shore Avenue Condominium Association;
	Pratt-Lake Condominium Association;
	Riviera Condominium;
	Stratford House On The Lake, Inc.;
	1368 -- 1376 Greenleaf Building;

Alderman	Claimant
	1441 Farwell Condominium Association;
STONE (50th Ward)	The Albany Association;
	Bell And Arthur Condominium Association;
	Bell West Condominium Association;
	Bel-Oaks East Condominium Association, Inc.;
	Home By The Park Condominium Association;
	Indian Boundary Court Condominium Association;
	Ivy Courte Condominium Association;
	Mr. Julius E. Pareja;
	Park Gables Apartment Homes, Inc.;
	Winston Towers No. 5;
	2055 West Lunt Condominium Association;
	6040 North Troy Condominium Association;
	6248 -- 6250 North Washtenaw Condominium Association;
	7516 Ridge Building Corp..

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 HAITHCOCK (2nd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY VARIOUS APPLICANTS.

Two proposed ordinances which would allow the applicants listed to pay a reduced license fee of $10.00 for each of the special police employed at the locations designated, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which were *Referred to the Committee on Finance,* as follows:

Illinois College of Optometry -- 3241 South Michigan Avenue; and

Mercy Hospital and Medical Center -- Adlai E. Stevenson Expressway, at Dr. Martin Luther King, Jr. Drive.

Referred -- EXEMPTION OF LYRIC OPERA OF CHICAGO FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption to Lyric Opera of Chicago from all 1996 city fees under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2141 SOUTH INDIANA AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Kieffer & Company to install a sign/signboard at 2141 South Indiana Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward) And ALDERMAN PRECKWINKLE (4th Ward):

Referred -- AMENDMENT OF TITLE 15, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 921 AND 922 TO REQUIRE FIRE DRILLS IN MULTI-FAMILY LIVING UNITS.

A proposed ordinance to amend Title 15, Chapter 4 of the Municipal Code of Chicago by adding thereto new Sections 921 and 922 which would require fire drills to be conducted in residential highrise buildings with more than six stories under the supervision of the Chicago Fire Department, subject to fines for violations of said provisions, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward) And OTHERS:

Referred -- RECOGNITION OF MARCH AS "WOMEN'S HISTORY MONTH" AND MARCH 8, 1996 DECLARED "INTERNATIONAL WOMEN'S DAY IN CHICAGO".

A proposed resolution, presented by Aldermen Haithcock, Tillman,

Preckwinkle, Holt, Dixon, Coleman, Rugai, Troutman, Austin, Colom, Laurino, Shiller, Schulter and M. Smith, recognizing March as "Women's History Month", declaring March 8, 1996 as "International Women's Day in Chicago" and calling public attention to the celebrations and related events planned for said dates, which was *Referred to the Committee on Human Relations.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION OF EAST 49TH STREET.

A proposed ordinance to establish a bus stand on the south curb of East 49th Street, from a point 20 feet west of South Chicago Beach Drive, to a point 40 feet west thereof, to be in effect from 6:00 A.M. to 9:00 P.M., daily (for two buses), which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- EXEMPTION OF LA RABIDA CHILDREN'S HOSPITAL AND RESEARCH CENTER FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption to La Rabida Children's Hospital and Research Center from all 1996 city fees under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT APPLICATION FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders to waive the Itinerant Merchant Application fees specified for the participants in the events noted, to take place during the periods specified, which were *Referred to the Committee on Finance,* as follows:

Community Art Fair -- to be held June 1 and 2, 1996, from 11:00 A.M. to dusk, in the amount of $3,000.00; and

57th Street Art Fair -- to be held June 1 and 2, 1996, from 12:00 Noon to dusk, in the amount of $6,875.00.

Presented By

ALDERMAN BUCHANAN (10th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY SOUTH INDIANAPOLIS AVENUE, SOUTH AVENUE B AND EAST 106TH STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all of the public alleys in the block bounded by South Indianapolis Avenue, South Avenue B and East 106th Street for Giapos Restaurant (File No. 8-10-96-2015); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Buchanan 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 Buchanan, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- COMMITTEE ON FINANCE REQUESTED TO HOLD HEARINGS ON CITY'S PROCEDURES AND POLICIES REGARDING EMPLOYMENT OF RELEASED FELONS.

Also, a proposed ordinance requesting the Committee on Finance to hold hearings, and include the leadership of the Departments of Personnel, Law, Aviation, Buildings and General Services, on the procedures and policies of the City of Chicago regarding employment of released felons by the various departments, which was *Referred to the Committee on Finance.*

Referred -- REPEAL OF TITLE 4, CHAPTER 284, SECTION 090 OF MUNICIPAL CODE OF CHICAGO ENTITLED "EX PARTE COMMUNICATIONS".

Also, a proposed ordinance to repeal Title 4, Chapter 284, Section 090 of the Municipal Code of Chicago entitled "Ex Parte Communications", which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE TO WILLIAM CHEVROLET & GEO, INC. TO MAINTAIN AND USE PORTION OF PUBLIC WAY ADJACENT TO 8650 SOUTH COMMERCIAL AVENUE.

Also, a proposed ordinance to grant permission and authority to William Chevrolet & Geo, Inc. to maintain and use a portion of the public way (parkway sidewalk) adjacent to the premises at 8650 South Commercial Avenue for the display of vehicles during business hours, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- ESTABLISHMENT OF GROUND LEVEL PARKING FACILITIES AT SOUTH MARSHALL BOULEVARD AND WEST CERMAK ROAD.

A proposed ordinance directing the Commissioners of Planning and Development, Transportation and General Services to establish and create ground level parking facilities for passenger vehicles on property owned by the city on and at each of the four corners of the intersection of South Marshall Boulevard and West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- APPROVAL OF PLAT OF DOYLE-ROACHE SUBDIVISION AT SOUTH KNOX AVENUE AND WEST 63RD STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Doyle-Roache Subdivision

located at the northeast corner of South Knox Avenue and West 63rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MR. BRIAN BASIC OF B & L GLASS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 6036 SOUTH CENTRAL AVENUE.

Also, a proposed ordinance to exempt Mr. Brian Basic of B&L Glass from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 6036 South Central Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 3, CHAPTER 8, SECTION 120 OF MUNICIPAL CODE OF CHICAGO TO INCREASE AMOUNTS AWARDED TO BENEFICIARIES OF DECEASED CHICAGO POLICE OFFICERS AND FIRE FIGHTERS.

A proposed ordinance to amend Title 3, Chapter 8, Section 120 of the Municipal Code of Chicago which would increase the amounts awarded to the beneficiaries of deceased Chicago police officers and fire fighters, which was *Referred to the Committee on Finance.*

Referred -- AFFIRMATION OF CONTINUED CITY COUNCIL CONSIDERATION OF PREVIOUSLY PENDING LANDMARK RECOMMENDATIONS BY COMMISSION ON CHICAGO LANDMARKS.

Also, a proposed resolution expressing the intent of the City Council to continue consideration of pending landmark recommendations by the Commission on Chicago Landmarks, to affirm that all provisions of the Municipal Code applicable to buildings for which preliminary determination of landmark status had been made will continue to apply, and to declare that the resolution adopted by the City Council on May 2, 1995 (Council Journal of Proceedings, page 422) and subsequent corrections dated June 14, 1995 and July 13, 1995 which treated all pending matters introduced to the City Council prior to January, 1995 as having "failed to pass", shall have no effect on the status of landmark recommendations pending before the City Council, which was *Referred to the Committee on Historical Landmark Preservation.*

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AMENDMENT OF TITLE 13, CHAPTER 196, SECTION 410 OF MUNICIPAL CODE OF CHICAGO TO INCREASE MINIMUM HEATING REQUIREMENTS FOR RESIDENTIAL BUILDINGS.

A proposed ordinance to amend Title 13 Chapter 196, Section 410 of the Municipal Code of Chicago by increasing the minimum heating requirement in every family unit or rooming unit from 68 degrees to 70 degrees fahrenheit at 8:30 A.M. and thereafter until 10:30 P.M. and from 63 degrees to 65 degrees fahrenheit at 10:30 P.M. and thereafter until 7:30 A.M. for the period extending from September 15th of each year to June 15th of the succeeding year, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2442 WEST COLUMBUS AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Ahern Sign to install a sign/signboard at 2442 West Columbus Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- WAIVER OF DEMOLITION LIENS FOR PROPERTY AT 640 EAST 61ST STREET FOR BENEFIT OF LANGLEY AVENUE CHURCH OF GOD.

A proposed ordinance authorizing the Corporation Counsel to waive the demolition liens in the amount of $12,724.00 for property at 640 East 61st Street for the benefit of Langley Avenue Church of God, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 200 -- 232 WEST 87TH STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Doyle Signs, Inc. to install a sign/signboard at 200 -- 232 West 87th Street, which was *Referred to the Committee on Buildings.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST 103RD STREET AS "DR. JETHRO W. GAYLES DRIVE".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate West 103rd Street, at the intersection of South Aberdeen Street (northeast and northwest corners only) as "Dr. Jethro W. Gayles Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4103 WEST 26TH STREET.

A proposed order authorizing the Director of Revenue to issue a permit to Mr. Robert I. Steinberg to construct, maintain and use one canopy to be attached or attached to the building or structure at 4103 West 26th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTY AT 3114 -- 3136 SOUTH KOLIN AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 3114 -- 3136 South Kolin Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN MUNOZ (22nd Ward)
And OTHERS:

Referred -- CORPORATION COUNSEL DIRECTED TO WITHDRAW CHALLENGE TO "EFFECTS TEST" IN REDISTRICTING CASES.

A proposed order, presented by Aldermen Munoz, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Chandler, Ocasio, E. Smith, Burrell, Giles, Shiller and Moore, reading as follows:

WHEREAS, The redistricting court cases *Bonilla v. City of Chicago* and *Barnett v. City of Chicago* challenge the current ward map of the City of Chicago on the grounds that it discriminates against African Americans and Latinos under the Voting Rights Act and the United State's Constitution; and

WHEREAS, The City of Chicago Corporation Counsel has argued that the Voting Rights Act, whether applied to Latinos or African Americans or any other minority group is unconstitutional unless an intent to discriminate has been shown; and

WHEREAS, In 1982, the late Mayor Harold Washington, while still a member of the Congress, was one of the principal sponsors of the legislation restoring the "effects test" to the Voting Rights Act; and

WHEREAS, The City of Chicago Corporation Counsel's argument, if adopted by the court, would apply not only to the Voting Rights Act, but to all other civil rights legislation, including protections against discrimination in employment, housing and other areas; and

WHEREAS, In a city with well over 60% minority population, it is distressing that our own Corporation Counsel would take a legal position designed to weaken the protections of vital federal civil rights legislation; now, therefore,

Be It Ordered, That the Chicago City Council assembled this seventh day of February 1996, does hereby direct the City of Chicago Corporation Counsel to withdraw any argument which suggests that the "effects test" of the Voting Rights Act is unconstitutional; and

Be It Further Ordered, That the Chicago City Council declare it's support for the Voting Rights Act and the 1982 amendment to restore the "effects test"; and

Be It Further Ordered, That a suitable copy of this order be forwarded to all of the named plaintiffs and defendants of both cases mentioned.

Alderman Munoz moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The clerk called the roll and the motion lost by yeas and nays as follows:

Yeas -- Aldermen Haithcock, Tillman, Preckwinkle, Steele, Beavers, Shaw, Jones, Troutman, Evans, Munoz, Chandler, E. Smith, Burrell, Giles, Shiller, Moore -- 16

Nays -- Aldermen Granato, Dixon, Buchanan, Huels, Frias, Olivo, Burke, Murphy, Rugai, Zalewski, Burnett, Wojcik, Suarez, Mell, Austin, Colom, Banks, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Stone -- 27.

Thereupon, on motion of Alderman Burke, the foregoing proposed order was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF SPECIFIED PUBLIC WAYS FOR VARIOUS PURPOSES.

Two proposed orders directing the Commissioner of Transportation to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Saint Camillus Church -- 5400 block of South Lockwood Avenue, 5400 block of South Long Avenue and 5400 block of South Lorel Avenue, in conjunction with Taste of Midway Festival, for the period extending August 4 through August 11, 1996; and

Saint Rene Gospel Church -- 6900 block of West 63rd Place, 6900 block of West 64th Street and South Sayre Avenue, in conjunction with Saint Rene Family Festival, for the period extending June 9 through June 16, 1996.

Referred -- ISSUANCE OF STREET CLOSING PERMITS AND VARIOUS LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to issue Street Closing Permits, Itinerant Merchant, Food Vendor and Raffle Licenses, free of charge, to the participants in the events noted, along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Saint Rene Family Festival -- to be held at 6949 West 63rd Place, in 6900 block of West 63rd Place, on South Sayer Avenue, from West 63rd Place to West 64th Street, and in 6900 block of West 64th Street, for the period extending June 9 through June 16, 1996; and

Taste of Midway Festival, sponsored by Saint Camillus Church -- to be held on church premises and in 5400 block of South Lorel Avenue, 5400 block of South Lockwood Avenue and 5400 block of South Long Avenue, for the period extending August 4 through August 11, 1996.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- APPROVAL OF PROPERTY AT 2133 SOUTH KEDZIE AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

A proposed ordinance to approve the property at 2133 South Kedzie Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST NORTH AVENUE AS "JOHN C. ROESER AVENUE".

A proposed order authorizing the Commissioner of Transportation to give consideration to honorarily designate that part of West North Avenue, from North Kedzie Avenue to North Sawyer Avenue, as "John C. Roeser Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Late Night Limited, Ltd., doing business as Drink and Eat Too! -- adjacent to 541 West Fulton Street; and

Milito Limited, doing business as Orso's Restaurant -- adjacent to 1401 North Wells Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 1166 WEST MADISON STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Outdoor Impact, Inc. to install a sign/signboard at 1166 West Madison Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- PROHIBITION OF MOBILE FOOD VENDORS WITHIN THIRTIETH WARD.

A proposed ordinance which would prohibit any person from selling or offering for sale any food product from a motor vehicle within the boundaries of the 30th Ward, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF MR. THOMAS LICHTER FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 4226 -- 4232 NORTH PULASKI ROAD.

Also, a proposed ordinance to exempt Mr. Thomas Lichter from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 4226 -- 4232 North Pulaski Road, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3932 WEST SCHOOL STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Electronic Advertising Systems to install a sign/signboard at 3932 West School Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF SPECIFIED STREETS FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to the Board of Education/Sharon Christa McAuliffe Elementary School to close to traffic that part of North Springfield Avenue, from West Bloomingdale Avenue to West Cortland Street and that part of West Cortland Street, from North Springfield Avenue to North Hamlin Avenue, on all school days during the hours of 8:30 A.M. to 9:00 A.M., 11:30 A.M. to 12:30 P.M. and 2:15 P.M. to 2:45 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- APPROVAL OF PROPERTY AT 2140 -- 2146 NORTH PULASKI ROAD AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 2140 -- 2146 North Pulaski Road as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance.*

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO HOLD HEARINGS INTO ALLEGATIONS OF EXCESSIVE POLICE FORCE IN DEATH OF MR. JORGE GUILEN.

Also, a proposed resolution urging the Committee on Police and Fire to hold hearings and call upon testimony from witnesses to the incident and from medical and law enforcement professionals concerning the charges of "excessive and unwarranted" use of force by members of the Chicago Police Department in the death of Mr. Jorge Guilen and further, by publishing its findings and making its recommendations to the Superintendent of Police and

the Office of the State's Attorney of Cook County to determine whether legal proceedings can be pursued against the police officers involved in the incident, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST ARMITAGE AVENUE, WEST CORTLAND STREET, NORTH HERMITAGE AVENUE AND NORTH PAULINA STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the east/west 17.1 foot public alley lying between the east line of North Hermitage Avenue and the southwesterly right-of-way line of North Paulina Street in the block bounded by West Armitage Avenue, West Cortland Street, North Hermitage Avenue and North Paulina Street for Howard and Carol Orloff (File No. 31-32-96-2013); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Gabinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Gabinski, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Butternut Square Associates Ltd. Partnership -- to construct, install, maintain and use an electrical transformer in the parkway adjacent to 1420 West Shakespeare Avenue; and

Peerless Imported Rugs, Inc. -- to maintain and use a low voltage cable connecting second floor levels of buildings at 3030 North Lincoln Avenue and 3035 North Lincoln Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Acme-Wiley Corporation -- for two signs/signboards at 1345 West Diversey Parkway; and

Kieffer & Co., Inc. -- for one sign/signboard at 3122 North Ashland Avenue.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- REPEAL OF TITLE 4, CHAPTER 60, SUBSECTIONS 022(33.21), 023(33.21) AND 023(33.31) OF MUNICIPAL CODE OF CHICAGO CONCERNING ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES.

A proposed ordinance to repeal Title 4, Chapter 60, subsections 022(33.21), 023(33.21) and 023(33.31) of the Municipal Code of Chicago concerning alcoholic liquor and package goods licenses, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- STANDARDIZATION OF PORTION OF SOUTH EMERALD AVENUE AS "PASTOR LUCIOUS FULLWOOD DRIVE".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Emerald Avenue, from West 107th Street to West 108th Street, as "Pastor Lucious Fullwood Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT 2525 NORTH KEDZIE BOULEVARD.

Two proposed orders directing the Commissioner of Buildings to issue

permits to Doyle Signs, Inc. to install signs/signboards at 2525 North Kedzie Boulevard, which were *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF TITLE 17, ARTICLE 8, SECTIONS 8.4-1, 10.4-1 AND 11.10-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) RELATING TO GRANTING OF CERTAIN SPECIAL USES.

A proposed ordinance to amend Title 17, Article 8, Sections 8.4-1, 10.4-1 and 11.10-4 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by allowing off-street required parking facilities for the storage of private automobiles as a special use in B1-1 to B1-5 Local Retail Districts and M1-1 to M1-5 Restricted Manufacturing Districts and by removing certain provisions relating to the lawfully existing non-conforming use of a building as a tavern in any residence district from standards which restrict the granting of special uses by the Zoning Board of Appeals, which was *Referred to the Committee on Zoning.*

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY ADDITION OF NEW SECTION 11.14-13 WHICH WOULD EMPOWER ZONING ADMINISTRATOR TO ENFORCE CERTAIN LICENSING AND REGULATORY PROVISIONS OF CHICAGO ZONING ORDINANCE.

Also, a proposed ordinance to amend Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by the addition of new Section 11.14-13 which would assign to the Zoning Administrator the responsibility to ascertain whether places of business and land uses have secured all applicable licenses and use approvals and further, which would empower the Zoning Administrator to exercise the general police powers of the City of Chicago to enforce the provisions of the Zoning Ordinance and to correct any hazard which

presents an immediate risk to the safety of Chicagoans, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN GILES (37th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC ON PORTION OF NORTH LOCKWOOD AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of a cul-de-sac on North Lockwood Avenue, between West Fulton Boulevard and West Washington Boulevard, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY NORTH KOLMAR AVENUE, WEST ADDISON STREET, NORTH KILBOURN AVENUE AND WEST CORNELIA AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the west 126.40 feet, more or less, of the east/west 16 foot public alley in the block bounded by North Kolmar Avenue, West Addison Street, North Kilbourn Avenue and West Cornelia Avenue for Mickey's Linen and Towel Service, Inc. (File No. 22-38-95-1996); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Allen 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 Allen, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO MR. GLENN GOLDENBERG TO MAINTAIN AND USE WOODEN SIGN IN PUBLIC WAY ADJACENT TO 3838½ NORTH HARLEM AVENUE.

Also, a proposed ordinance to grant permission and authority to Mr. Glenn Goldenberg to maintain and use a wooden sign in the public way adjacent to 3838½ North Harlem Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR INSTALLATION OF BUMPER POSTS IN PARKWAY ON PORTION OF WEST WAVELAND AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to grant permission for the installation of three bumper posts in the parkway on West Waveland Avenue, alongside 3701 North Narragansett Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 6408 WEST IRVING PARK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Looking Good Furniture to construct, maintain and use one canopy to be attached or attached to the building or structure at 6408 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- GRANT OF PRIVILEGE TO CAFE CROATIA, LTD. FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Cafe Croatia, Ltd. to maintain and use a portion of the public way adjacent to 5726 North Western Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Two proposed orders directing the Commissioner of Buildings to issue permits to Acme-Wiley Corporation to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

8770 West Bryn Mawr Avenue; and

8725 West Higgins Road.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF CANOPY AND STREET CLOSING PERMITS, FREE OF CHARGE, FOR CONDUCT OF 12TH ANNUAL PRINTERS ROW BOOK FAIR.

A proposed ordinance directing the Commissioners of Buildings, Transportation, Streets and Sanitation, Sewers, Water, and Fire to issue all necessary permits for canopies and street closing, free of charge, to Printers Row Book Fair for the conduct of the 12th Annual Printers Row Book Fair, to be held on June 15 and 16, 1996, on the premises known as South Dearborn Street and West Polk Street, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Also, two proposed ordinances providing inclusive exemption from all 1996 city fees to the applicants listed below under their not-for-profit status, which were *Referred to the Committee on Finance,* as follows:

The Adler Planetarium; and

The Lyric Opera of Chicago.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 5, SECTION 010 OF MUNICIPAL CODE OF CHICAGO BY INCREASING LICENSE FEE FOR BEER GARDENS AND ESTABLISHING LICENSE FEE FOR LIVERY STABLES.

Also, a proposed ordinance to amend Title 4, Chapter 5, Section 010 of the Municipal Code of Chicago by increasing the license fee for beer gardens from $600.00 to $1,000.00 per six month period and by establishing a license fee of $1,000.00 for livery stables, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ESTABLISHMENT OF TAXICAB STAND NUMBER 615 ON PORTION OF EAST NORTH WATER STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on November 14, 1991 and printed on pages 8767 and 8768 of the Council Journal of Proceedings, which authorized the establishment of Taxicab Stand Number 615 on the south side of East North Water Street, by changing the location and dimensions of such taxicab stand to commence at a point 80 feet west of North McClurg Court and continue to a point 85 feet west thereof, for four vehicles, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO OLD COLONY BUILDING.

Also, a proposed ordinance to amend an ordinance passed by the City Council on December 13, 1995 and printed on page 13913 of the Council Journal of Proceedings, which authorized a grant of privilege to Old Colony Building to maintain and use three vaults in the public way adjacent to 407 South Dearborn Street, by changing the dimensions of the vaults and the compensation therefor to 158 feet by 12 feet for Vault Number 1, 68.8 feet by 10.6 feet for Vault Number 2 and 102 feet by 4.8 feet for Vault Number 3, for a total of 3,114.88 square feet, with a compensation therefor of $2,989.00 per annum, 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 Catholic Bishop of Chicago -- to maintain and use a concrete pipe tunnel running under and across the public way at North Wabash Avenue and connecting the premises at 729 North Wabash Avenue with the premises at 730 North Wabash Avenue;

Chicago Reader, Inc. -- to construct, maintain and use a vaulted sidewalk space under the public way adjacent to 11 East Illinois Street;

The Orchestral Association -- to maintain and use a storm sewer manhole in the public way adjacent to 220 South Michigan Avenue; and

Mr. Daniel Von Rabenau -- to maintain and use a balcony over the public way adjacent to 206 -- 208 West Huron Street.

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION OF EAST HARRISON STREET.

Also, a proposed ordinance to establish a bus stand on the north curb of East Harrison Street, from a point 25 feet east of the east property line of South State Street to the west property line of South Wabash Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN 24TH ANNUAL WATER TOWER ARTS & CRAFTS FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in the 24th Annual Water Tower Arts & Crafts Festival to be held on portions of East Chicago Avenue and East Pearson Street, for the period extending June 14 through June 16, 1996, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Crabhouse -- for two canopies at 745 North Wells Street;

Chicago Sun-Times, Inc. -- for one canopy at 401 North Wabash Avenue; and

601 West Harrison Associates Ltd. Partnership -- for one canopy at 601 West Harrison Street.

Referred -- STANDARDIZATION OF SOUTHWEST CORNER OF EAST ONTARIO STREET AND NORTH FAIRBANKS COURT AS "JAY J. G. SHATZ WAY".

Also, a proposed order directing the Commissioner of Transportation to take the necessary action for standardization of the southwest corner of East Ontario Street and North Fairbanks Court as "Jay J. G. Shatz Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward) And ALDERMAN BERNARDINI (43rd Ward):

Referred -- EXEMPTION OF DE PAUL UNIVERSITY FROM ALL 1996 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1996 city fees to DePaul University under its not-for-profit status, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY DE PAUL UNIVERSITY.

A proposed ordinance to allow DePaul University to pay a reduced license fee of $10.00 for each of the special police employed at its Lincoln Park and Loop Campuses (Security Headquarters located at 2315 North Kenmore Avenue), pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO AMERICAN NATIONAL BANK AND TRUST COMPANY, UNDER TRUST NUMBER 12599, TO INSTALL, MAINTAIN AND USE GREASE SEPARATORS AND MANHOLE IN PUBLIC WAY ADJACENT TO 2301 -- 2315 NORTH CLARK STREET.

Also, a proposed ordinance to grant permission and authority to American National Bank and Trust Company, under Trust Number 12599, to install, maintain and use two grease separators and one manhole in the public way adjacent to 2301 -- 2315 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, five proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

T. C. Wolf, Inc., doing business as Corby Coffee Company -- adjacent to 2458 North Lincoln Avenue;

John B., Incorporated, doing business as John Barleycorn Restaurant -- adjacent to 658 West Belden Avenue;

JM Concepts, Inc. -- adjacent to 1202 West Webster Street;

D & J Pizza, Inc., doing business as Ranalli's on Lincoln -- adjacent to 1925 North Lincoln Avenue; and

The 1964 North Sheffield Corporation, doing business as Twisted Lizard -- adjacent to 1964 North Sheffield Avenue.

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION OF NORTH CLARK STREET.

Also, a proposed ordinance to establish a bus stand on the east curb of North Clark Street, from a point 85 feet south of the south property line of West LaSalle Drive, to a point 125 feet south thereof, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Kanya's Kitchen -- for one canopy at 2411 North Clark Street;

Lindo Mexico Restaurant -- for one canopy at 2638 North Lincoln Avenue; and

Sai Cafe, Inc. -- for three canopies at 2010 North Sheridan Road.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 711 ON PORTION OF NORTH SHEFFIELD AVENUE.

A proposed ordinance to repeal a previously passed ordinance which established Taxicab Stand Number 711 on the west side of North Sheffield Avenue, at a point thirty feet north of West George Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MR. JAMES MALONEY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 824 WEST DIVERSEY PARKWAY.

Also, a proposed ordinance to exempt Mr. James Maloney from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 824 West Diversey Parkway, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY CREATION OF SD-9 HAWTHORNE SPECIAL DISTRICT IN AREA SHOWN ON MAP NUMBER 9-G AND BY ADDITION OF NEW SECTION 10A-1.9 SETTING FORTH PURPOSE AND REGULATIONS PERTAINING THERETO.

Also, a proposed ordinance to amend Title 17 of the Municipal Code of

Chicago, the Chicago Zoning Ordinance, for the purpose of creating a new SD-9 Hawthorne Special District in an area shown on Map Number 9-G, and by the addition of a new Section 10A-1.9 setting forth the purpose and regulations pertaining thereto, which was *Referred to the Committee on Zoning.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Olympic Signs, Inc. -- for one sign/signboard at 3131 North Clark Street; and

Triangle Sign Company -- for one sign/signboard at 800 West Belmont Avenue.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago House/Fred Woods House -- 4631 North Beacon Street; and

Mr. Allen Goldenberg -- 4511 -- 4513 North Dover Street.

Presented By

ALDERMAN SCHULTER (47th Ward):

BUILDING AT 3754 -- 3756 NORTH WOLCOTT AVENUE
DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building at the following location, to wit: 3754 -- 3756 North Wolcott Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at the following location, to wit: 3754 -- 3756 North Wolcott Avenue, is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolishment of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Schulter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman Schulter, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 2, CHAPTER 120 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 915 TO DEFINE SIGNIFICANT BUILDING FEATURES AND ESTABLISH PROVISIONS FOR PRESERVATION THEREOF.

Also, a proposed ordinance to amend Title 2, Chapter 120 of the Municipal Code of Chicago by the addition of a new Section 915 which would define significant building features, provide steps to be taken by the Commission on Chicago Historical and Architectural Landmarks for the preservation thereof when buildings containing such features have been slated for demolition, and require an annual report to be issued by the Commission indicating any actions related thereto and which were undertaken in the prior year, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4520 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Marko & Mali, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 4520 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY LOYOLA UNIVERSITY.

A proposed ordinance which would allow Loyola University to pay a reduced license fee of $10.00 for each of the special police employed at 6525 North Sheridan Road, pursuant to the provisions of Title 4, Chapter 340, Section 050

of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- CITY COUNCIL COMMITTEE ON AVIATION URGED TO HOLD HEARINGS ON EFFECTS OF CLOSING MEIGS FIELD.

Also, a proposed resolution urging the City Council Committee on Aviation to hold hearings concerning the possible economic impact on the City of Chicago as a result of closing Meigs Field and to study the relative merits of retaining it as an operating airport, which was *Referred to the Committee on Aviation.*

Presented By

ALDERMAN STONE (50th Ward):

SALUTATIONS EXTENDED TO JEWISH WAR VETERANS AND 1996 DECLARED "JEWISH WAR VETERANS OF THE UNITED STATES CENTENNIAL YEAR".

A proposed resolution reading as follows:

WHEREAS, March 15, 1996 marks the beginning of the Jewish War Veterans Centennial Year; and

WHEREAS, The Jewish War Veterans are proud and loyal Americans who have sought justice and serve all veterans of every race, faith and creed. The J.W.V. stands for the values that all Americans hold most dear -- the preservation of freedom; and

WHEREAS, The one hundredth year anniversary (1896 -- 1996) is a time to celebrate a century of service and dedication, and the J.W.V. have truly earned its motto: "The Patriotic Voice of American Jewry"; and

WHEREAS, The Jewish War Veterans in the Chicagoland area volunteer at four local Veterans Administration medical centers; Hines Veteran

Administration Hospital, Lakeside, North Chicago and Westside Veteran Administration Medical Center, performing services for the patients, putting on parties, giving gifts and donating television sets for the use of the patients; and

WHEREAS, The Jewish War Veterans have a scholarship program for young people, and consistently work for an ethical solution to the M.I.A./P.O.W. problem and the problems of the homeless veterans; and

WHEREAS, The national organization's headquarters in Washington D.C., through its commander, presents the Jewish War Veterans' legislative agenda before Congress in support of all veterans of every race and faith; and

WHEREAS, The Jewish War Veterans conduct memorial services on Veterans Day and Memorial Day, and shield from neglect the graves of fallen comrades. Jewish War Veterans' first memorial service was held in the year 1900 and was addressed by Theodore Roosevelt; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, do hereby salute the many achievements and accomplishments of the Jewish War Veterans over the last century and hereby declare 1996 as the "Jewish War Veterans of the United States Centennial Year"; and

Be It Further Resolved, That a suitable copy of this resolution be tendered to the Jewish War Veterans of the United States of America, State of Illinois.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 6344 NORTH ARTESIAN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Anderyouse Yousefchamaky to park his pickup truck and/or van at 6344 North Artesian Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT FEES FOR SIDEWALK SALES SPONSORED BY DEVON NORTHTOWN BUSINESS ASSOCIATION.

Also, a proposed order authorizing the Director of Revenue to waive the permit fees for the conduct of sidewalk sales sponsored by the Devon North Town Business Association on West Devon Avenue, from North Ridge Avenue to North Kedzie Avenue, during the hours of 8:00 A.M. to 8:00 P.M., for the periods extending March 21 through March 25, April 25 through April 29, May 23 through May 27, June 13 through June 17, July 19 through July 22, and September 6 through September 9, 1996, which was *Referred to the Committee on Finance.*

---

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 FRIAS (12th Ward):

James Shields Elementary School -- for construction of new building on the premises known as 4231 South Talman Avenue.

BY ALDERMAN MUNOZ (22nd Ward):

Board of Education/Public Schools, various locations -- for construction of a new school and removal of on-site utilities (2).

BY ALDERMAN NATARUS (42nd Ward):

Chicago Transit Authority, various locations -- for floor renovation, patching and steel barrier replacement (7).

Illinois Department of Revenue/Ounce of Prevention Fund -- for remodeling of office space on the premises known as 122 South Michigan Avenue.

BY ALDERMAN SHILLER (46th Ward):

Gill Park Cooperative -- for rehabilitation of a garage on the premises known as 810 West Grace Street.

BY ALDERMAN MOORE (49th Ward):

Gale School -- for construction of a school building on the premises known as 7641 North Paulina Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Rebecca K. Crown Head Start and Day Care, 7601 South Phillips Avenue.

BY ALDERMAN RUGAI (19th Ward):

Mount Greenwood Community Christian Center, 11249 South Spaulding Avenue.

BY ALDERMAN E. SMITH (28th Ward):

Mount Sinai Hospital Medical Center, 2750 West 15th Place.

BY ALDERMAN GABINSKI (32nd Ward):

Athenaeum Theater, 2936 North Southport Avenue (2).

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House Corporation, 3831 North Mozart Street.

Saint Paul's House, 3831 North Mozart Street.

BY ALDERMAN O'CONNOR (40th Ward):

Evangelical Lutheran Church of Saint Philip, 2444 West Bryn Mawr Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Lutheran Children's Center/Lutheran Social Services of Illinois, 8765 West Higgins Avenue (2).

BY ALDERMAN NATARUS (42nd Ward):

Chicago Convention '96, 320 North Clark Street.

Warren Barr Pavilion/Illinois Masonic Medical Center, 66 West Oak Street.

BY ALDERMAN BERNARDINI (43rd Ward):

Columbus-Cuneo-Cabrini Medical Center, 2520 North Lakeview Avenue.

Columbus Hospital, 2520 North Lakeview Avenue.

Little Sisters of the Poor, Inc., 2325 North Lakewood Avenue.

Maryville Academy Day Care Center, 400 West Dickens Avenue.

Maryville Academy Parenting, 400 West Dickens Avenue.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Health Center and Hospital, 2900 North Lake Shore Drive.

Mothers' Project Threshhold Day Care Center, 1110 West Belmont Avenue.

BY ALDERMAN LEVAR (45th Ward):

Food Service Professionals, 5160 North Northwest Highway.

BY ALDERMAN SHILLER (46th Ward):

Winthrop Children's Center/Lutheran Social Services of Illinois, 4848 North Winthrop Avenue.

BY ALDERMAN MOORE (49th Ward):

Rogers Park Lutheran Day Care Center/Lutheran Social Service of Illinois, 1701 West Morse Avenue.

BY ALDERMAN STONE (50th Ward):

Illinois Partners for Social and Economic Development, 3209 West Devon Avenue/2910 West Peterson Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN GRANATO (1st Ward):

Lafayette School, 2714 West Augusta Boulevard -- annual inspection fee.

BY ALDERMAN HAITHCOCK (2nd Ward):

Ada S. McKinley Community Services, Inc., 330 East 24th Street -- annual warm air inspection fees, annual mechanical ventilation inspection fees and annual building inspection fees (2).

BY ALDERMAN BUCHANAN (10th Ward):

South Chicago Parents & Friends, Inc., 10241 South Commercial Avenue -- "No Parking" sign permit fees.

BY ALDERMAN JONES (15th Ward):

Ada S. McKinley Community Services, Inc., 2717 West 63rd Street -- annual mechanical ventilation inspection fee.

BY ALDERMAN CHANDLER (24th Ward):

Urban Program West Young Men's Christian Association, 3210 West Arthington Street -- annual driveway usage inspection fees (2).

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House Corp., 3831 North Mozart Street -- institutional inspection fee.

Saint Paul's House and Grace Convalescent Home, 3831 North Mozart Street -- "No Parking" sign/permit fees.

BY ALDERMAN ALLEN (38th Ward):

Belmont Assembly of God, various locations -- annual refrigeration inspection fees.

Our Lady of Resurrection Hospital, various locations -- institutional inspection fees and annual boiler equipment inspection fees (2).

BY ALDERMAN DOHERTY (41st Ward):

Norwegian Old Peoples Home, 6016 North Nina Avenue -- annual control and process device inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Lake Shore Drive Synagogue, 70 East Elm Street -- annual building inspection fee.

BY ALDERMAN LEVAR (45th Ward):

Northwest Fellowship Baptist Church, 6125 West Foster Avenue -- semi-annual elevator inspection fee.

REFUND OF FEES:

BY ALDERMAN HANSEN (44th Ward):

The Mothers' Project Thresholds Day Care Center, 1110 West Belmont Avenue -- refunds each in the amount of $150.00 (2).

BY ALDERMAN SHILLER (46th Ward):

The Salvation Army/Tom Seay Center, 1025 West Sunnyside Avenue -- refund in the amount of $300.00.

WAIVER OF FEE:

BY ALDERMAN LEVAR (45th Ward):

Northwest Fellowship Church, 5128 North Meade Avenue.

CANCELLATION OF WATER RATE:

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6016 North Nina Avenue.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN HAITHCOCK (2nd Ward):

Hoffer, Abraham

Talbot, Donald L.

BY ALDERMAN STEELE (6th Ward):

Edwards, Gladys

BY ALDERMAN DIXON (8th Ward):

Allison, Birdie L.

Bennett, Benjamin

Blackwell, Constance

Crosby, Mary

Daniel, Katie

Earls, Debra

Felder, James

Gillespie, Louise

Gilmore, Juliette B.

Green, Anne W.

Harris, Mattie

Hartfield, John E. (deceased, check to be written out for wife, Laverta Hartfield)

Henderson, Rayvell L.

Jones, James

Lomax, Leo

Lowery, Juliette

McCullar, John E.

Mitchem, Myrtle C.

Newman, Leroy

Oliver, John H.

Ransome, Bennie L.

Reese, Leon

Smothers, Marvel

Tardy, Ethel

BY ALDERMAN OLIVO (13th Ward):

Armstrong, Ruebertha

Aument, Stella M.

Begich, Carmel J.

Biagi, Catherine

Bowden, John J.

Boyce, Mary

Bryg, Victoria

Camerano, Anthony J.

Campana, Louis P.

Daly, Alice M.

Domenas, Paul and Julia

Dowling, Agnes M.

Doyle, Marie M.

Gillen, Louise E.

Godek, Sophie

Grygorcewicz, Michael

Guinta, Frances

Hart, William

Hinich, Robert

Kendrick, Robert D.

Kopf, Andrew

Kornowicz, Stanley

Lechert, Lottie

Lenehan, Therese Marie

Maher, Loretta

McBride, Mary G.

Miller, Dolores K.

Moore, Oscar and Dolores

Moriarty, Barbara

Parr, Stephen

Pierce, Leo H.

Polasek, Frank T.

Rabetz, John F.

Rashinski, Lauretta

Rodriguez, Antoinette S.
Schinker, Josephine
Sowinski, Stephanie F.
Stoklosa, Helen
Stonis, Adam F.
Tirrito, Alice L.
Valerga, Carmella
Wilson, Estelle M.
Zunkel, Lenore

BY ALDERMAN MURPHY (18th Ward):

Cavoto, Palma and Pribble Eva
Nemtusak, Anthony J.
Nichols, Antoinette
Reid, Ruth M.
Tandarich, Antoinette A.
Tuman, Flonan

BY ALDERMAN RUGAI (19th Ward):

Baffoe, Margaret M.

BY ALDERMAN WOJCIK (30th Ward):

Coleman, Thelma
Hill, James R.
Hoffman, Ralph P.
Holderbaum, Marion A.
Kempski, Harriet and Victor
Kerros, Clarence
Kovacs, Maria
Matranza, Gloria
Miller, Walter L.
Polumbo, Joseph

Turner, Rosemary E.

Zitella, Agnes E.

BY ALDERMAN BANKS (36th Ward):

Alessi, Gisa
Alexa, Geraldine M.
Anaclerio, Michael
Arens, Dorothy
Arpaia, Rosemary

Bafia, Albina C.
Baker, Erma
Benages, Adolph
Berez, Laura
Bertone, Anthony J.

Bradley, Eunice
Brenner, Lillian
Broda, Henrietta
Bez, Jan
Campbell, James

Campbell, Lorraine
Cassano, Margaret
Catalano, Anna
Charnota, William

Chivin, Mary M.
Cicinelli, Guy
Cielowski, Josephine
Colletti, Guy
Coronato, Helen

Crispino, Carmela
Damask, Dorothy
Deleonibus, Frank
Downie, Lorraine
Eiler, Elizabeth

Fiaschetti, Gina
Fontano, Camille
Francheschini, Rose
Fusco, John
Gens, Henry

Golba, Jozef
Gorski, Rose
Greczek, Helen
Haines, Irene

Harrington, Victoria
Kieler, Helen
Kowalski, Regina
Lange, Adolph
Larsen, Eleonore
Lipschultz, Eli
Lisanti, Helen
Luezak, Virginia
Lutz, Leon
Malone, Joseph
Malus, Shirley
Mathisen, Martha
Mersch, Frances
Morazoni, John
Muscolino, Ann
Nahorniak, Alice
Neri, Raymond
Nicklas, Loretta
Nycz, Eugenia
Olson, Margaret
Orlando, Rose
Orsatti, Adam
Palumbo, Rose
Pasold, Lucille
Paxton, Annette
Peszek, Esther
Pfeifer, Madaline
Prihoda, Ruth
Prubanowski, John
Reilly, Mary E.
Rindone, Irene
Roe, Theresa M.
Ruscito, Mary
Sacketti, Ellen
Sahagian, Virginia
Schroeder, Margaret
Schultz, Norbert
Skalisky, Helen
Sommerman, Helen
Springer, Edward M.
Stambaugh, Roy
Stauton, John
Strope, Lillian
Sullivan, Anne
Tuzzio, Sammuel
Ublasi, Frank

Veltri, Sr., Mario

Vestuto, Bette

Wawrzyniak, Katy

Wegrzyn, Frank

Zara, Frank

Zazula, Louise

BY ALDERMAN ALLEN (38th Ward):

Andrich, Lucille G.

Auerbach, Sylvester

Bargi, Mario

Bartojay, Frank P.

Basich, Esther

Binkowski, Harry S.

Blaho, John

Bobsin, Roberta J.

Borland, Elizabeth C.

Bruno, Bernice

Brzezlinski, Stanley

Budnik, John

Buhr, Kenneth G.

Burke, Thomas G.

Ceffalio, Pearl E. and John P.

Cielocha, Theresa I.

Cinquino, Frank

Copello, Catherine

Costa, Salvatore

Decaro, Theresa

Disbrow, Mildred G.

Donaldson, John

Dorobiala, Stanley

Dykes, Stanley

Epstein, Della

Faehnrich, Henrietta B.

Fedosena, Ann M.

Fiduccia, Samule

Fifielski, Jewel W.

Frangello, Lucille M.

Friedrich, Henry
Gall, Lyndia E.
Galla, Jeanette A.
Gaskin, Bernice M.
Geiser, Veronika

Gennaro, Joseph
Gerakaris, Harold
Gersey, Olga M.
Ginosi, Mary C.
Gill, Robert A.

Giuffrida, Mario T.
Glas, Helen M.
Good, John F.
Grabowski, Chester
Green, Vernon L.

Grogan, Thomas J.
Hanson, Edwin A.
Hartman, Geraldine M.
Heine, June L.
Hellberg, Sally A.

Hempel, Robert E.W.
Holmguist, Alice G.
Hurlbrink, Edwin P.

Hynes, William F.
Jasinek, Gertrude C.
Joerger, Maynard
Johnson, Edna M.
Johnson, Herman

Jorgensen, Kristian N.
Kaistro, Lilly M.
Kamienski, Lottie
Karaskiewicz, A.
Karlak, Stella

Kelley, Josephine M.
Klatt, George J.
Knudsen, Robert J.
Kortas, Edward
Koscinski, Antoinette

Kotlarz, Joseph L.
Kurcz, Irene A.
Kwiatek, Gertrude M.
Lacesa, Yolanda A.
Larkin, James J.

Lehmann, Lavergne and Henry
Leipzig, Elmer W.
Lelito, Emily F.

Lempicki, Helen
Leonardo, Margaret
Lewis, Leroy
Lochbihler, Mary G.
Lombardo, Andrew

Mauro, Philip R.
McCann, Marion
McDowell, Dolores B.
McGann, James G.
Michalec, Leona E.

Migani, Shirley M.
Misko, Ellen
Moriarty, Eugene M.
Morreale, Clara
Morse, George E.

Moser, Bernice L.
Moskus, Ane V.
Mroz, Leona M.
Multon, Eleanor F.
Murphy, John

Muszalski, Gene
Nieosia, Josephine
Paoli, Ida
Partyka, Lottie
Paturno, Sara
Popp, Frances
Powrozek, Frank J.
Ravalli, Vito A.

Regula, Adeline J.
Rizzo, Katherine
Rossi, Anne A.
Ryzewski, Olga
Sabatino, Annette F.

Sausser, Lawrence
Sbertoll, Grace L.
Scherer, Charles
Schiller, Frances
Schneider, Maria

Seyb, Willard H.
Slupik, Mitchell J.
Smietana, Stanley J.
Somogyi, Joseph R.
Straub, Joseph J.

Stritzel, J. H. and Janus I. V.
Szot, Stanley S.
Taormina, Chris N.

Trakszelis, Valeria S.
Triner, Edna
Vidu, John
Vydra, Florence M.
Wagner, Joseph F.
Wahlquist, Bernard C.
Walkowitz, Elizabeth
Wallace, Josephine
Walz, Lorraine
Wasyliu, Peter
Wieronski, Irene
Witta, Edwin
Yatsushiro, Kenji
Zanetto, Lillian
Zdobylak, Celilia F.
Ziegenhorn, Patricia J.
Zuba, Ted H.
Zurales, Mary

BY ALDERMAN DOHERTY (41st Ward):

Besefske, Joan
Wiktorek, Lillian T.

BY ALDERMAN NATARUS (42nd Ward):

Abelson, Hope
Agosta, Florence R.
Allen, Sander
Alspach, Alma M.
Applebaum, David
Arkin, Goldie
Armstrong, Joan D.
Arnstein, Samuel
Arterburn, Isabel
Ashton, Joan B.
Ayres, Alice
Bailey, Robert L.
Bass, Edward and Maraly
Beebe, Robert and Ruth
Benesch, Beatrice B.
Benjamin, Lillian R.

Bergman, Ralph A.
Berman, Bennett
Berthoud, Paul M.
Blum, Vera
Blumberg, Elliott

Bodney, Dorothy J.
Boehm, Nathan
Borgel, Margit C.
Boshes, Adeline C.
Bowden, John W.

Bozich, Michael S.
Brandt, William E.
Buckmaster-Taylor, Lu
Bush, Harold
Cady, Barbara F.

Cannon, Helen
Carleton, Joan L.
Carlucci, Thomas A.
Casella, James A.
Chapman, Bernard

Chernyk, Esther
Cipolla, Carl
Clayman, Charles

Coen, Thomas J.
Cohn, Bernard
Comroe, Ruth H.
Connell, William
Conway, John H.

Cooper, Ralph
Corman, Helen K.
Crain, Beatrice
Crews, Claire
Crowley, Patricia

Culberg, Eve
Cundiff, Russell G.
Cuzelis, Edward A.
Davis, Brooks and Elizabeth
Dawson, Robert T.

Dehler, Pauline
Delich, June
Demar, Edith F.
Dienhart, John W.
Dillon, William A.

Doetsch, Virginia L.
Dorfman, Ethel
Douglas, Marjorie

Drapekin, Marion I.
Dray, Sheldon
Dunne, George
Dunne, William H. and Nena
Dunsky, Pauline

Dyrek, Frances
Ehrlich, Jack
Eisenberg, Karl S.
Elman, Irwin M.
Engle, Charles A.

Engle, Marie A.
Epstein, Joan H.
Ericson, Margaret
Ewing, George R.
Feldman, Ruth

Fels, Jerome
Finzelber, Evelyn
Flory, William
Foster, Eleanor
Frame, Ruth

Friedman, Irys
Friend, Dorothy
Frost, Zona

Gaan, Elizabeth
Garmisa, Estelle
Gentile, Ann
Gilloon, Elinor
Glazer, Patricia M.

Glick, Joel
Glicken, Earl L.
Gold, Myra F.
Goldberg, William J.
Golden, Margaret

Goldstein, Sylvia
Goldstine, Stanley M.
Goodman, Robert and Rosalyn
Goodman, Samuel
Gordon, Berenice

Gordon, John R.
Gordon, Sydney S.
Gorsline, Kay B.
Gotskind, Ruth
Grassi, Joseph X.

Greenfield, Paul
Gruber, Louis J.
Gude, Harry E.

Gunzburg, Shirley W.
Guttman, Salley
Hadley, Priscilla
Hanes, Georgia P.
Hanson, Bonita

Hazlett, Catherine
Heim, Arthur
Heiman, Robert S.
Henry, Grace
Heskett, Byford and Mildred

Hillstrom, Hazel M.
Hogan, Kathleen
Hogeorges, William
Hollemans, William C.
Hooper, Ruth

Hopson, Margaret R.
Inouye, Rohru
Irwin, Dorothy A.
Isaacson, Stanley D.
Jacker, Lisette

Jackobson, Arent J.
Jaffe, Leon S.
Jalass, Lillian

Jensen, Lola Aileen
Jones, Christine H.
Jozaitis, Mary B.
Kadison, Joseph L.
Kaplan, Isabelle

Kaplan, Rose
Karel, James
Kark, Julia
Kasmirs, Rita
Kaufman, Tyrus L.

Kaylin, Elaine
Kearin, Anita M.
Keeley, William, Jr.
Keig, Susan J.
Kenny, Ruth B.

Kessel, Sybil
Kienlen, Louis J.
Kilpatrick, Mary Ellen
King, Neil J.
Kloak, George E.

Koch, Blanche
Kohn, Kate
Kolb, Julia C.

Kolkey, Gilda P.
Kolssak, Stanley
Kozloff, Helen
Kramer, Peggy
Kulbarsh, Beverly

Kulick, Maria S.
Kundrat, Theordore V.
Kutchins, Edmund
Kyts, Robert
Lampe, Evelyn J.

Lannon, Jacqueline
Larson, Nancy C.
Lawson, Albert T.
Lavezzorio, Tina
Lebin, Louis

Lebousky, Ida
Lee, Pamela
Lerner, Louis
Levin, Martell
Levy, Ethel

Levy, Gerald
Lewis, Helen
Lichard, David
Linta, Sylvia
London, Jean
Lorig-Brownstein, Pauline
Macie, Evelyn
Magnus, Manuel

Manasse, Dorothy
Manfredi, Harold
Mann, Belle
Marcus, Lorraine
Marreck, Ann

Masters, Joan
Mc Donall, Janice
Mc Hale, Katherine
Menashe, Lillian
Mendelsohn, Howard

Mendelsohn, Lena
Messe, Dena F.
Method, Margaret
Meyer, Lee F.
Meyers, Rose

Miller, Florence
Miller, Louis
Millichap, Joseph G.

Miner, Charles L.
Mitchell, Joy
Nachman, Norman H.
Neuert, Paul
Nilsen, Lorraine E.

Novak, Helen E.
Novit, Nancy L.
Nudelman, Alvin
Oaks, Violet E.
Ogle, Margery S.

Olin, Larry G.
Osborne, David
O'Shea, Mary F.
Page, Georgia
Parsons, Arrand

Passman, Alvin S.
Pearse, Claire
Pecken, Norman
Petak, Hymen
Peters, Alan

Petlitzer, Betty B.
Pick, Ruth
Pontarelli, Raymond W.

Price, Louis
Ratajack, Chester
Ratner, Harriet
Ratner, Vera
Raymond, Letitia F.

Robinson, Mondo S.
Rodriguez, Maria I.
Ryan, Kay May
Sager, Gerald
Samowitz, Stanley C.

Schatz, Martin
Schiff, Harold
Schulman, Esther N.
Schwab, Genevieve
Schwartz, Norman

Seeboeck, Edwin
Serafinas, Adel
Shankman, Jacqueline H.
Sharp, Charles D.
Sheldon, Carol

Sherer, Carroll
Shlaes, Evelyn
Shore, Daniel H.

Shorr, Philip C.
Siegel, Mandel
Sievers, Ronald
Sikokis, George P.
Silton, Herbert

Silverman, Martin L.
Sincere, Lois
Singer, Honore
Sinko, Thelma
Sinn, Helen M.

Sitarski, Jean
Smart, Kathryn J.
Smith, Aaron
Smith, George
Smith, Ralph and J.

Snitman, Elaine
Sparagana, Mario
Sparano, James W.
Spivak, Irving
Springer, Eleanor V.

Stark, Leonard W.
Stein, Jane K.
Stein, Letty
Stein, Miriam
Stenn, Florence
Stern, Alfred
Stern, Shepard
Sternfield, Lucille

Stevens, Marzalie
Stevens, Viola B.
Stillman, Joyce A.
Strang, Eileen L.
Strauss, Lucille

Suckerman, Morris M.
Superfine, Edwin A.
Sutton, Arlene H.
Sutton, Marshall
Tannenbaum, Philip

Taub, Robert G.
Tice, Robert D.
Tripp, Marian B.
Trulis, Rose
Ueda, Osamu

Valessares, Arita
Vallos, Christine
Waite, Ruth A.

Waltzer, Helene S.
Weil, Kate L.
Weinblum, Max D.
Weiss, Alex
Wexler, Carole
White, Evelyn R.
Wiley, Ruth
Will, Howard C.
Wiselman, David
Wolff, Gladys
Wolkonsky, Peter
Yungmeyer, Elinor
Zeisler, Edith
Ziebold, Paul
Zieff, Elaine

BY ALDERMAN BERNARDINI (43rd Ward):

Aronson, Harold L.
Baker, Phylis
Bard, Jacob M.
Bazer, Samuel Z.
Becker, Eleanor
Beohm, Elizabeth
Bielski, Pauline B.
Bloch, Cecile
Brazier, Jack
Bromberg, Benjamin
Bruketa, Frances
Callen, Marjorie, L.
Connor, Dorothy
Crocker, Diane W.
Davidson, Anne Marie
Dedmon, Claire L.
Dudeck, June
Egan, Bernard P.
Filkins, Gilbert W.
Finkel, Sylvan
Flink, Martin R., Jr.
Florio, Selma
Ford, Florence C.
Frankel, Reba
Ganz, Esther L.
Glenn, Rowland A.

Goldberg, Evelynn
Goldberg, Jerome Koss
Goldman, Milton L.
Goldsmith, Helen
Gordon, Eleanor

Gordon, Jeanette
Graham, Miriam
Grant, Gordon P.
Grossman, Dorothy
Grossman, William S.

Hauser, Crane C.
Hickey, Marjorie
Izen, Edward A.
Judelson, Harold
Kass, Henry J. and Margot K.

Kowalsky, Raymond
Kurtzman, Bernice
Kurz, Ruth C.
LaBeau, Ella
Lamos, Vera S.

Laurencio, Waldo A.
Lazar, Buryl J.
Leavitt, Esther G.

Levin, Blossom
Levy, Bernard M.
Lewy, Evelyn
Lifton, Robert B.
Manna, Esther S.

Melas, Nicholas J.
Meyer, Robert M.
Mose, Arthur B.
Mosser, Donald W.
Nadler, Norbert

Ohlhausen, Judith M.
Piser, Marvin
Polacek, John
Rich, Richard M.
Saxon, Joyce R.

Schuettauff, Robert G.
Seybert, Rose
Shapiro, Louis B.
Shelgren, Mary Ann B.
Simmons, Eleanor

Smith, Ralph A.
Sorkin, Leonard
Springer, Olga

Steiger, Marion

Ungar, Lisbeth

Vogelgesang, Wylla

Webster, Hazel

Weil, Herta

Weinzimmer, Lorraine

Wollack, Arthur

Zanet, Peter F.

Zimonich, Ernestine

Zralek, Rosemarie

BY ALDERMAN SHILLER (46th Ward):

Abern, Joseph B.

Abram, Lena

Adelstein, Ida

Alderson, Ruth

Alfano, Joseph E.

Amsel, Mollie

Anders, Richard E.

Angel, Roslyn

Annas, Lua E.

August, Rebecca

Baim, Philip

Baker, Donald R.

Balin, Beatrice

Bank, Marji D.

Barnett, Estelle S.

Barzel, Ann

Becker, Sarah

Beheyt, Janine E.

Beller, Bernard E.

Bendick, Walter

Bentley, June

Berngard, Lawrence J.

Blattberg, Abbey
Bloch, Selma
Block, Lee F.
Boschen, Louise L.
Boyd, Willard L.
Boyle, John
Bradford, Gertrude
Brandwein, Herbert
Braun, Ladislaus
Brooks, Irving
Brotman, Minnie
Brown, Stephanie E.
Buddeke, Barbara A.
Buffens, Delle E.
Cain, Dellworth L.
Caldwell, Eleanor
Callozo, Mary
Cardella, Marion
Carnell, Ursula K.
Carpio, Isabel E.
Cashman, Frances M.
Chaba, Helen
Chang, Sun
Chatz, Terry
Christy, Mary
Cohen, Ada
Cohen, Nathan R.
Cohen, Reeva
Collen, Sheldon O.
Comein, Robert J.
Corin, Marvin M.
Cox, Alice B.
Crandall, Wayne
Cuburnek, Mathilde
Dahl, Ben A.
Danyluk, June M.
Dapin, Marian
Davalos, Mary Anna
DeLeon, Mercedes
Denn, Dorothy
Deunen, Charlotte
DeVito, Alfred
Djurasinovic, Miodrag
Dorf, Pauline R.
Drake, Ann K.
Driss, Daisy

Druker, Charlotte
Dubin, Eugene A.
Dubrow, Paul
Durchslag, Harriet
Dvorkin, Sol I.

Dworkin, Felice
Eberson, Gertraud
Eck, Theresa
Einhorn, Theresa
Eisenstadt, Mildred L.

Ellis, Herbert
Englehaupt, William M.
Epstein, Gayola
Erenberg, Ruth R.
Felix, Libby

Felsenthal, Jerome
Fern, Jack H.
Fernstein, Betty and Sam
Finan, Edward C.
Fink, Sheila G.

Fisch, Shirley
Fischel, Molly R.
Fisher, Rosalind

Fishman, Ethel
Fitzgerald, Frank S.
Flamm, Arnold M.
Flaxman, Arthur and Mildred
Flyer, Harry

Flyer, Jeanette
Friedman, Eileen R.
Friedman, Muriel S.
Friedson, Solomon H.
Fuchsmann, Prudence

Futorian, Max
Gallagher, Phyllis
Gellman, Rhoda
Gladstone, Margaret
Glasser, Bernard

Goldberg, Gusta G.
Goldfarb, Irene
Goldman, Anne
Goldstein, Harold
Goldstein, Irving

Goldstein, Libby
Goltzman, Clara
Gomberg, David

Good, George
Goshen, Hery
Granberg, Roy C.
Grau, Pearl
Greenberg, Roy
Gregor, Demetra
Griffin, Mary
Grunwald, Joseph A.
Guccion, Adele D.
Gutterman, Edith B.
Harrill, Armelda
Harris, Melvyn J.
Hayden, Beverley R.
Heilig, Harriet E.
Hendelman, Mary F.
Henry, Alfred
Herbster, Oralee
Herring, Roberta K.
Herson, Julian
Holland, Sylvia
Hass, Addie
Hamilton, Betty M.
Hardie, Thomas C.
Holleb, Leonard
Homer, Irene F.
Horwitz, Marian G.

BY ALDERMAN MOORE (49th Ward):

Sooson, Sylvia L.

BY ALDERMAN STONE (50th Ward):

Albrecht, Sidney J.
Ament, Sidney
Amster, Saul
Arnold, Anna R.
Bachrach, Leo A.
Barad, Herman
Baum, Hilda
Bekowsky, Sylvia
Berger, Nathan
Block, Ben B.

Blum, Lillian
Bruski, Herman
Canoff, Shirley
Chaness, Dena H.
Cloobeck, Gloria

Cohen, Bernice G.
Cohen, Pearl J.
Colman, Milton
DeLove, Claire
Dunn, Louis

Edelstein, Isadore
Ellis, Daniel
Feldstein, Harold
Ferenci, Max
Fine, Max

Fishman, Sally
Fleishman, Ben
Franklin, Maurice
Gama-Lobo, Rose
Garvey, Sadie

Ginsburg, Anne
Goldberg, Donald
Goldberg, Herbert
Goldberg, Lucille
Goldberger, Julius
Goldman, Leah
Goldman, Lilyan
Green, Betty Reizman

Greenberg, Mary
Greenblatt, Leon
Harris, Al A.
Herst, Leonard
Hodapp, Philip H.

Holland, Belle S.
Horwitz, Morris
Hyson, Norma E.
Ishida, George
Jacobson, Eve

Johnson, Roland S.
Juster, Nathan
Kahn, Clara
Kanter, David
Kantowicz, Edmund

Kaplan, Albert J.
Kaplan, Frances
Katz, Merle

Katz, Mildred
King, Andrew
Kite, Barbara L.
Koek, Eva B.
Kolodny, Max

Kornoelje, Clifford C.
Kraft, Merle
Kraitsik, Norman I.
Kreiman, Sidney
Krockey, Miriam

Landeck, Sarah
Leipsig, Robert
Lewis, Susan
Licht, Kenneth F.
Lieberman, Ruth

London, Estelle
Massarsky, Marjorie H.
Melnik, Marcus
Mermelstein, Rose
Meyers, Henry

Miller, Faye
Mincberg, Rose
Naberdich, Mae
Newfeld, Bernard
Neyhus, Arthur and Miriam
Novak, Sarah Schechter
Olson, Marilyn
Ovrutzka, Sara

Pearlman, Eve
Peller, Hannah
Pishitello, Jennie
Pollack, Roslyn
Pomerantz, Ruth L.

Prager, Robert
Rexinis, Theono T.
Rhine, Ruth
Roberts, Goldie
Rontal, Moses and Ruth

Rose, Seymour K.
Rosenberg, Sadie
Rosenblum, Ruth
Rosenthal, Nina
Rosenthal, Sophie

Rosin, Mary
Roth, Ruth
Rotstein, Ethel

Ruben, Robert
Rubens, Alvin
Rubenstein, Edna
Rubenstein, Jessie G.
Rubin, Ann

Rudy, Morris
Safirstein, Albert
Sanders, Joseph H.
Saltzberg, Sam
Savoy, Christine

Schlesinger, Sadie M.
Schwartz, Eve
Schwartz, Sylvia
Segal, Sara
Shapiro, Gerald

Shapiro, Lester R.
Sheets-Puetz, Doris J.
Sherman, Charles
Sherman, Suzanne M.
Shoger, Shirley

Silverman, Bernice
Sklansky, Estelle M.
Skolnok, Sonia

Stein, Gertrude C.
Stepner, Florence
Stiefel, Morris
Tauman, Sarah
Teitelbaum, Frances

Ticktin, Joseph J.
Topper, Annabel M.
Tuber, Thelma B.
Turner, Sherman and Harriet
Turck, Bernard L.

Vack, Georgia
Wagman, Faye
Wexler, Gertrude W.
Whitman, Nathan and Shirley
Widen, Leo

Wolberg, Salley
Zimbler, Harry
Zimmerman, George J.
Zuckerman, Mildred

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (January 10, 1996).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on January 10, 1996, 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.

(December 13, 1995)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 13, 1995, as follows:

Page 14295 -- by deleting in their entirety the fourth through sixth lines from the top of the page and inserting in lieu thereof the following:

"The alley next southeasterly of and parallel to South Hillock Avenue; South Loomis Street; a line 139 feet southeasterly of and parallel to South Hillock Avenue; the alley next southwesterly of and parallel to South Loomis Street; a line 308 feet southeasterly of South Hillock Avenue; South Loomis Street; a line 359.4 feet southeasterly of South Hillock Avenue; the alley next southwesterly of and parallel to South Loomis Street; a line 373.4 feet southeasterly of South Hillock Avenue; and a line 254 feet southwesterly of South Hillock Avenue."

The motion to correct *Prevailed.*

(November 1, 1995)

Alderman Shiller moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 1, 1995, as follows:

Page 9080 -- by deleting the hours "7:00 A.M. to 7:00 P.M." appearing in the fourth line from the bottom of the page and inserting in lieu thereof the hours "7:00 A.M. to 9:30 A.M. and 2:00 P.M. to 4:00 P.M.".

The motion to correct *Prevailed.*

(May 2, 1995)

Alderman Burrell moved to *Correct* the printed Official Journal of the Proceedings of the reconvened meeting held on Tuesday, May 2, 1995, as follows:

Page 90 -- by deleting the words "900 feet east of South Central Avenue" appearing in the ninth line from the top of the page and inserting in lieu thereof the words "900 feet east of South Central Avenue, at 821 South Central Avenue".

The motion to correct *Prevailed.*

UNFINISHED BUSINESS.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the reports of the Committee on Zoning, deferred and published in the Journal of Proceedings of January 10, 1996, pages 14880 through 14943 and 14944

through 14946, recommending that the City Council pass various proposed ordinances which amend the Chicago Zoning Ordinance by reclassifying particular areas.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Development Number 13 symbols and indications as shown on Map No. 1-F in the area bounded by:

> West Kinzie Street; North State Street; the north bank of the Chicago River; North Dearborn Street; a line from a point 90 feet south of West Kinzie Street at North Dearborn Street, to a point 97.83 feet south of West Kinzie Street and 24.96 feet west of North State Street; and a line 24.96 feet west of North State Street,

to the designation of Planned Development Number 13, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business-Riveredge Planned

Development No. 13, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential-Business-Riveredge Planned Development No. 13, as amended, consists of approximately one hundred twenty-eight thousand five hundred nine (128,509) square feet (approximately two point ninety-five (2.95) acres) of property and is depicted on the attached Planned Development Boundary and Property Line Map. The property approved as Planned Development No. 13 in 1961 subsequently was resubdivided into four (4) lots pursuant to the plat of resubdivision for Harper's Resubdivision, recorded with the Cook County Recorder on December 15, 1977 as Document No. 24238690. Lots 1 and 2 consist of the two (2) residential towers and are described as being two (2) vertical cylinders lying between horizontal planes one hundred ninety-three point seventy-five (193.75) feet and five hundred forty-three (543) feet above Chicago City Datum ("C.C.D.") (the "Condominium Property"). The Condominium Property is owned by the owners of the condominium units improved thereon. That part of Lot 3 situated above a horizontal plane five point five (5.5) feet above all structures existing on the effective date of this Planned Development is owned by the trustee in bankruptcy as successor to Marina City Corporation (the "Commercial Air Rights Property"). The balance of Lot 3 and Lot 4 (the "Commercial Property") is owned or controlled by Niki Development Corporation (the "Developer").

2. All applicable official reviews, approvals or permits that are required in connection with this Planned Development shall be obtained or authorized to be obtained by the fee owner of the specific property to which such review, approval or permit specifically relates or its assignees, grantees or successors in interest; provided however, in the case of Condominium Property, such authority shall be exercised by the condominium board of directors. Any dedication or vacation of streets, alleys or easements; or adjustments of right-of-way; or consolidation or resubdivision of parcels, shall require a separate submittal and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the owners of the

property and their successors and assigns. All rights granted hereunder to the Developer, the owner of the Commercial Air Rights Property and the owners of the Condominium Property shall inure to the benefit of the successors and assigns of the Developer and the owners of the Condominium Property. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or single designated control. Single designated control for the purpose of this paragraph shall mean that any application to the City for an amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Developer, the owners of Commercial Air Rights Property and the Marina Towers Condominium Association or their respective successors or assigns. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the property or any rights, interests, or obligations therein.

4. The Plan of Development consists of these fifteen (15) Statements; a Bulk Regulations and Data Table; and exhibits, including: an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; an Existing Site Plan; a Proposed Site/Landscape Plan; a Riverwalk Plan (identifying a Riverwalk Zone); and Building Elevations of the existing and proposed structures prepared by Bertrand Goldberg Associates, Inc. and dated December 14, 1995. Reduced copies of the exhibits are attached to this Planned Development. Full-sized copies are on file with the Department of Planning and Development. This Plan of Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof and satisfies the established criteria for approval as a planned development.

5. The permitted uses in the Planned Development are:

   a. for the Condominium Property: multi-family dwelling uses and accessory uses;

   b. for the Commercial Property: business and professional offices; hotels and related uses; retail and service establishments; financial uses; day care centers; restaurants, excluding "drive-through" restaurants, but including restaurants with live entertainment and dancing, outdoor dining facilities, and the service of alcoholic beverages not restricted to bar and cocktail areas; taverns, including those enclosed, unenclosed, and

partially-enclosed; marinas, water taxis and tour boats; health clubs and recreational facilities (indoor and outdoor); theater and performing arts facilities; accessory and non-accessory off-street parking; telecommunications equipment, structures and installations including, except on the Plaza, parabolic dishes up to eight (8) feet in diameter, provided they are appropriately located and screened; and other uses permitted in B6-7 Restricted Central Business Districts; and

c. for the Commercial Air Rights Property: restaurants, excluding "drive-through" restaurants, but including restaurants with live entertainment and dancing, outdoor dining facilities, and the service of alcoholic beverages not restricted to bar and cocktail areas; taverns, including those enclosed, unenclosed, and partially-enclosed.

6. Business identification signs and temporary construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. The size and location of any business identification signs which are visible from any public right-of-way (including the Chicago River) shall be in general conformance with the Building Elevations attached hereto.

7. All off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. Valet parking shall be permitted. A minimum of two percent (2%) of all parking spaces for the hotel and commercial portions of this Planned Development shall be designed and designated as parking for the disabled. The character and design of any screening of the parking facilities shall be subject to the review and approval of the Department of Planning and Development. Pedestrian crosswalks connecting valet parking areas to the buildings shall be designated and marked.

8. Any new service drive or other vehicular ingress or egress drive or pedestrian way shall be designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago regarding access for motor vehicles and emergency vehicles. There shall be no parking within these paved drives or pedestrian ways. Vehicular ingress and egress shall be subject to the review and approval of the Department of Transportation's Bureau of Traffic and the Department of Planning and Development.

9. The height of the improvements and any appurtenance attached thereto shall be subject to:

   (a) the Bulk Regulations and Data Table and Building Elevations attached to this Planned Development;

   (b) height limitations as certified and approved by the Federal Aviation Administration; and

   (c) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. Floor Area Ratio (F.A.R.) shall be calculated according to the definition in the Chicago Zoning Ordinance. Floor area, for the purposes of F.A.R., shall have been measured from the Plaza Level, which is at an elevation of +33 Chicago City Datum. In addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area in excess of five thousand (5,000) square feet devoted to mechanical equipment in a single location, regardless of placement in the building, shall be excluded.

11. The improvements on the Property, including exterior alterations to the theater building, building entrances, plaza and exterior street level retail areas, hotel lobby, all entrances and exits to the parking areas, and the riveredge and plaza area, all shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plan and the Building Elevations, including the descriptions of the proposed materials and colors identified thereon. The landscaping shall be designed, installed and maintained in general conformance with the Landscape Plan and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

12. The terms, conditions and exhibits of this Planned Development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. The uses authorized under this Planned Development shall be designed and constructed in compliance with all applicable laws and regulations related to access for persons with disabilities. The developer shall provide vertical access via stairs, ramps, elevators, escalators or other means as indicated on the attached Site Plan. Any disruption to points of vertical access must be limited to the shortest time possible, and at most no more than thirty-six (36) hours. In the event that access at any one or more locations is temporarily disrupted, appropriate signs shall be prominently displayed directing persons to the closest alternative point of access. No Part II approval shall be granted until detailed construction drawings have been reviewed and approved by the Chicago Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities.

14. (a) The improvements depicted on the Riverwalk Plan within the area described thereon as the Riverwalk Zone shall hereinafter be referred to as the "Riverwalk Improvements". The Developer shall construct, install and maintain the Riverwalk Improvements in substantial conformance with the Site/Landscape Plan, Riverwalk Plan and Elevations. Construction of the Riverwalk Improvements shall be completed no later than eighteen (18) months following the issuance of the first Part II approval (pursuant to Section 11.11-3(c) of the Chicago Zoning Ordinance) for any development on the Commercial Property.

(b) The Riverwalk Improvements shall be maintained and shall be kept in a safe and attractive condition by the Developer. The Riverwalk Improvements shall be open and available to the public during the hours of 6:00 A.M. to 11:00 P.M., daily. The Riverwalk Improvements may be closed to public use to the extent and for such period of time as may be necessary or appropriate to accommodate their construction, repair or maintenance. The Riverwalk Improvements also may be closed to public access periodically to prevent the establishment of a prescriptive easement.

(c) The Riverwalk Zone shall remain substantially unobstructed other than by those improvements depicted on the Riverwalk Plan as located within this zone. A minimum ten (10) foot wide pedestrian path shall be located immediately adjacent to the river edge and shall be accessible to persons with disabilities and shall remain clear of obstructions other than those improvements depicted on the Riverwalk Plan. Any seating shall be configured not to impede pedestrian or wheelchair circulation.

(d) No surface parking (except for short-term stopping required as part of operation of the valet parking service) shall be permitted on the

plaza level of the Commercial Property. Harsh or glaring lighting within the parking structure is prohibited.

(e) No advertising signs (as distinguished from business identification signs) shall be permitted.

(f) The existing marina boat slips may be maintained in operation.

(g) To provide reasonable access to the Riverwalk Zone for persons with disabilities, a wheelchair accessible ramp of at least four (4) feet in width and with a slope not exceeding 1:12 shall be provided at or near the following two (2) locations: (1) the Dearborn Street connection to the Riverwalk Zone, and (2) the State Street connection to the Riverwalk Zone. No curbs, steps or grades exceeding 1:12 shall exist within the Riverwalk Zone.

15. It is in the public interest to design, construct and maintain all buildings in a manner that maximizes the conservation of energy resources. The property owners and their successors shall use best and reasonable efforts to design, construct and maintain all buildings and structures located within the Planned Development in an energy efficient manner, one generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Map; Existing Site Plan; Proposed Site/Landscape Plan; Riverwalk Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 16108 through 16118 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business Planned Development No. 13, As Amended.

Bulk Regulations And Data Table.

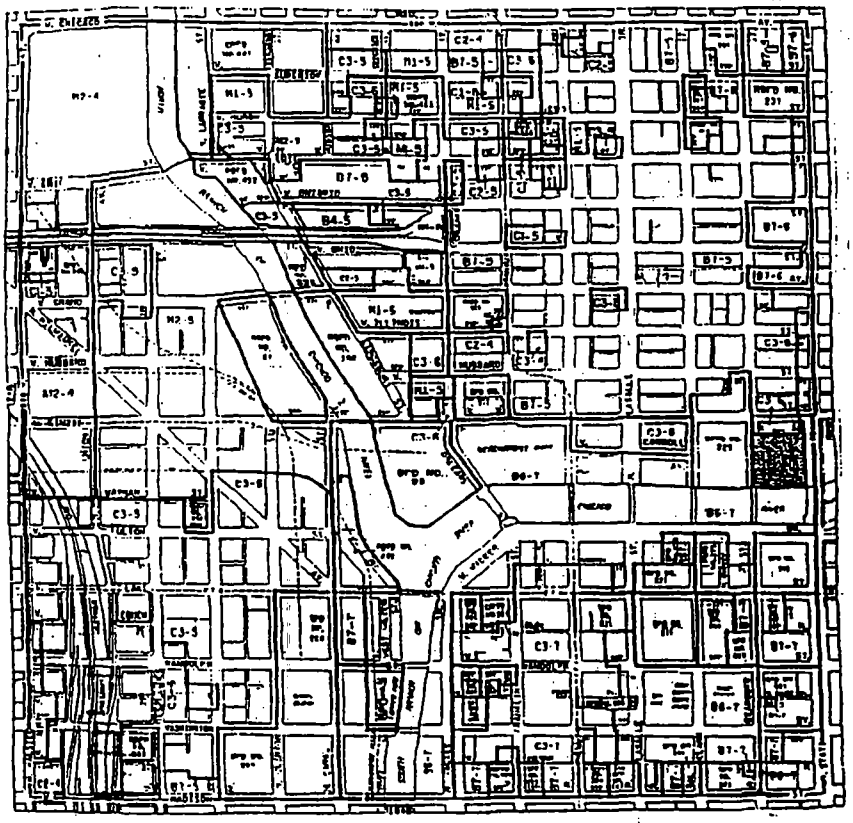
Net Site Area: 128,509 square feet (2.95 acres).

Gross Site Area:	
Net Site Area:	128,509 square feet.
Public Right-of-Way:	7,404 square feet.
TOTAL:	135,913 square feet.
Maximum Floor Area Ratio:	9.1.
Minimum Required Setbacks:	In conformance with the Site Plan and Building Elevations.
Maximum Height Above Grade:*	
Towers (both):	555.00 feet (existing height).
Hotel:	210.5 feet (existing height to the top of penthouse).
Theater Building:	In substantial conformance with the Building Elevations.
Plaza Structures:	In substantial conformance with the Building Elevations.
Maximum Number of Dwelling Units:	896.
Maximum Number of Hotel Rooms:	450.
Minimum Number of Parking Spaces (for all uses in the Planned Development):	896.
Minimum Number of Loading Spaces (at 10 feet by 50 feet):	2.

---

* For purposes of this Planned Development, "grade" shall be deemed to be Plaza Level (also known as "Bridge Level") which is at an elevation of +33 feet C.C.D.. No building or other structure not existing as of the effective date hereof shall be constructed or maintained on the Property above a plane +193.75 feet C.C.D..

Existing Zone Map.



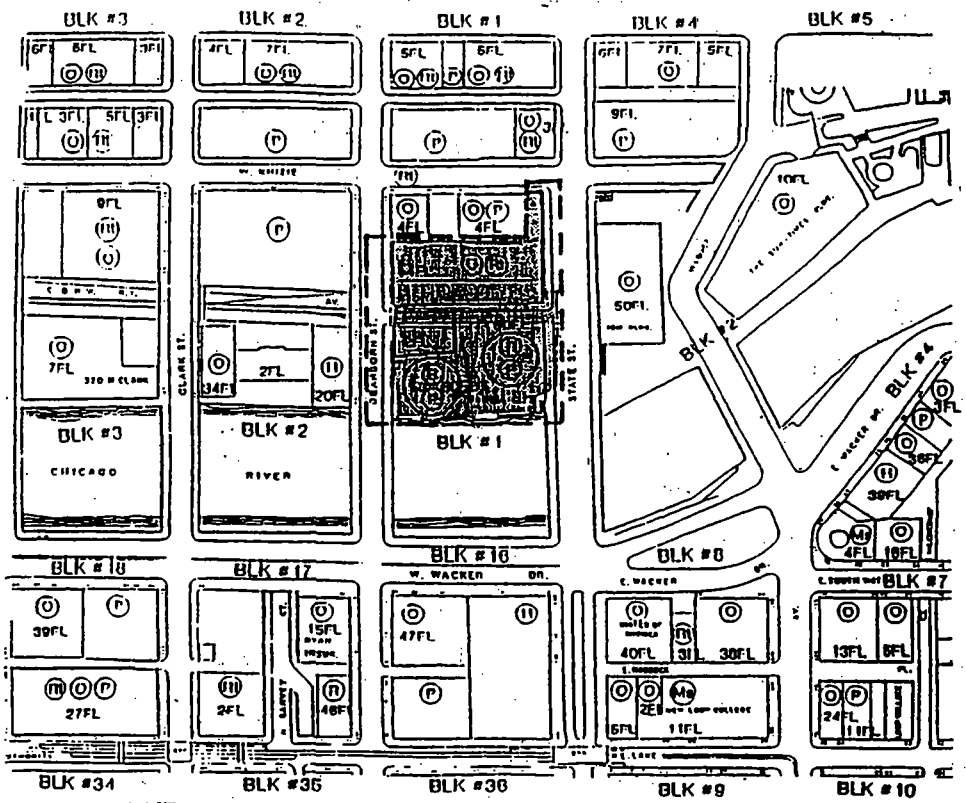
LEGEND

PLANNED DEVELOPMENT BOUNDARY

Applicant: Hiki Development Corp.
400 N. Franklin St.
Chicago, Il. 60610

Date: December 14, 1995

Existing Land-Use Map.



LEGEND

PROPERTY BOUNDARY

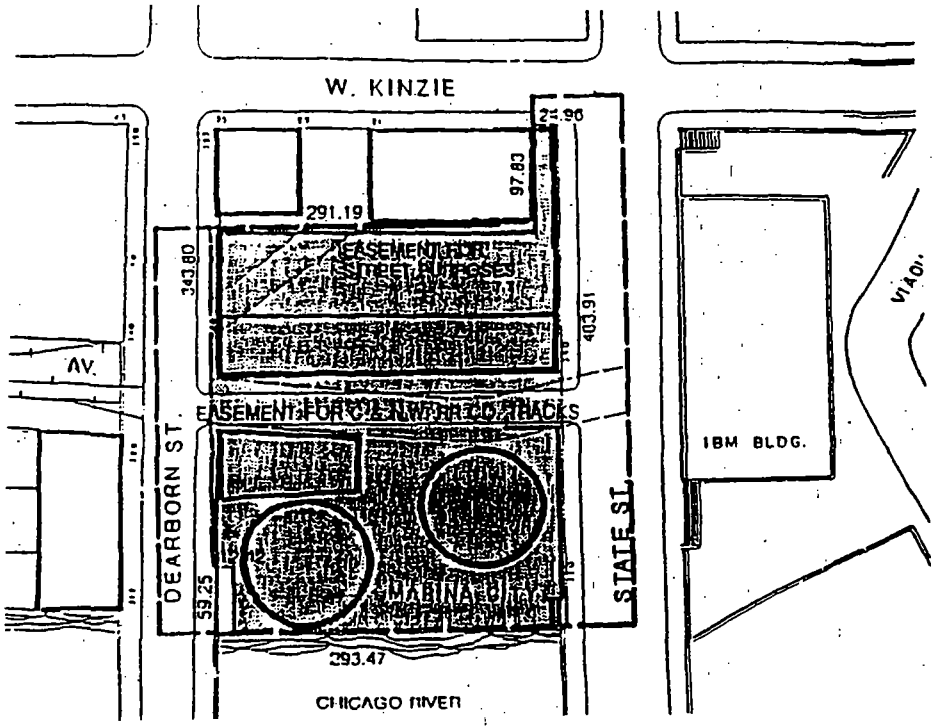
PLANNED DEVELOPMENT BOUNDARY

O = Office
Rt = Retail
R = Residential
H = Hotel
M = Manufacturing
P = Parking
Ms = Miscellaneous Buildings

Applicant: Niki Development Corp.
400 N. Franklin St.
Chicago, Il. 60610

Date: December 14, 1995

Planned Development Boundary And Property Line Map.



LEGEND

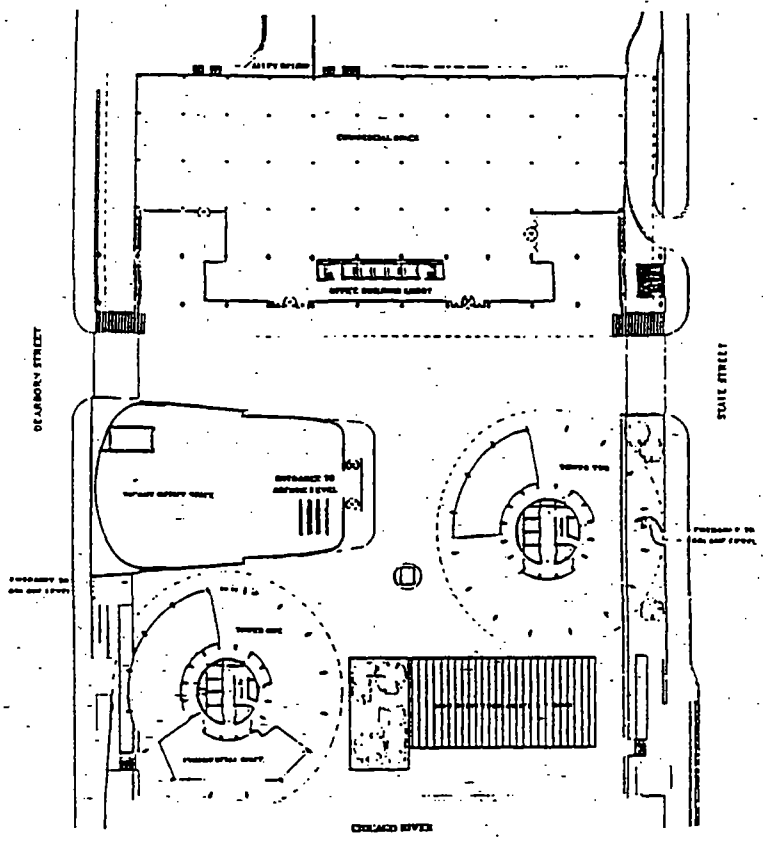
PROPERTY BOUNDARY (net site area)

PLANNED DEVELOPMENT BOUNDARY

Applicant: Niki Development Corp.
400 N. Franklin St.
Chicago, IL. 60610

Date: December 14, 1995

Existing Site Plan.



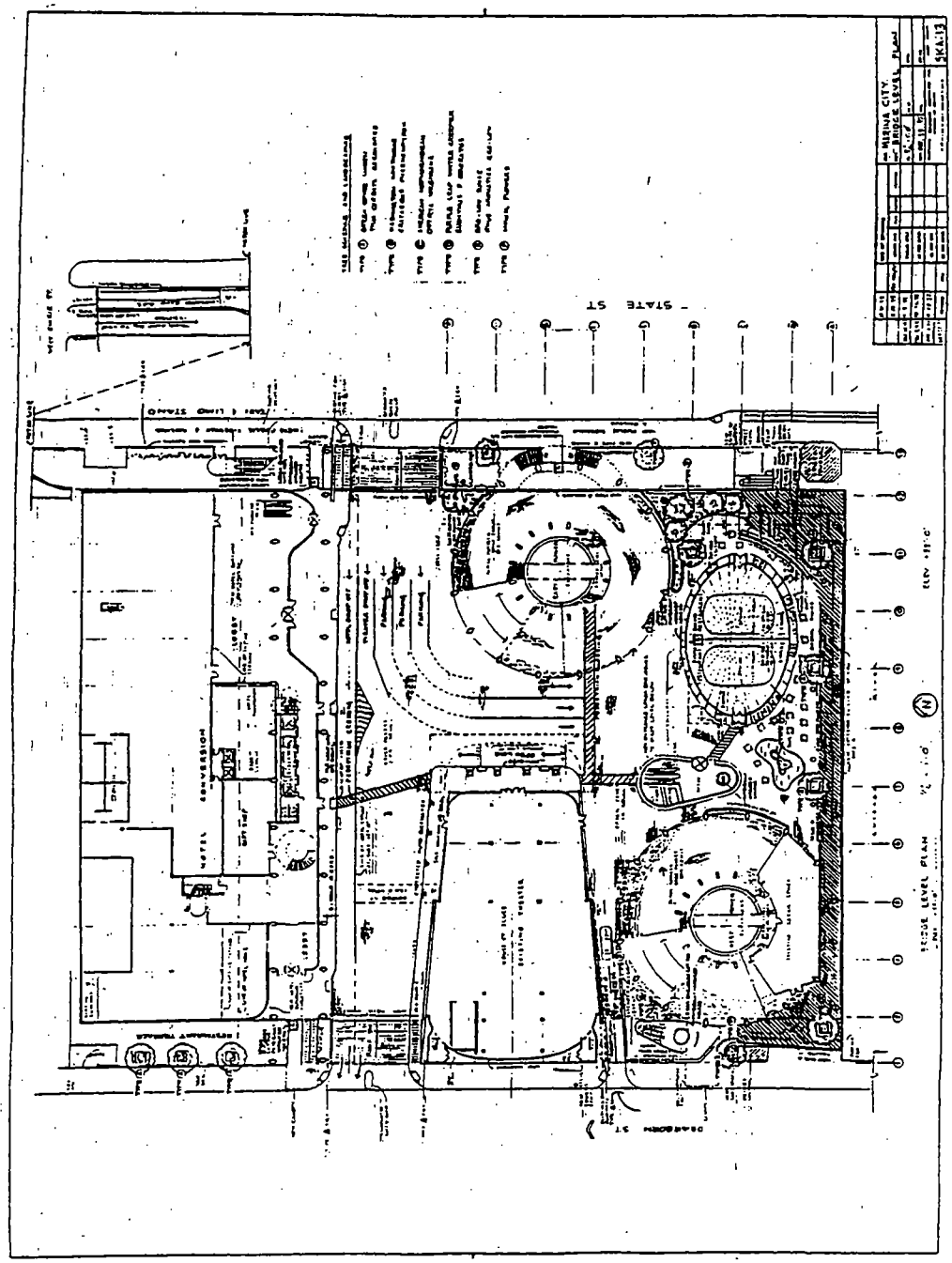
MARINA CITY

CHICAGO, ILLINOIS

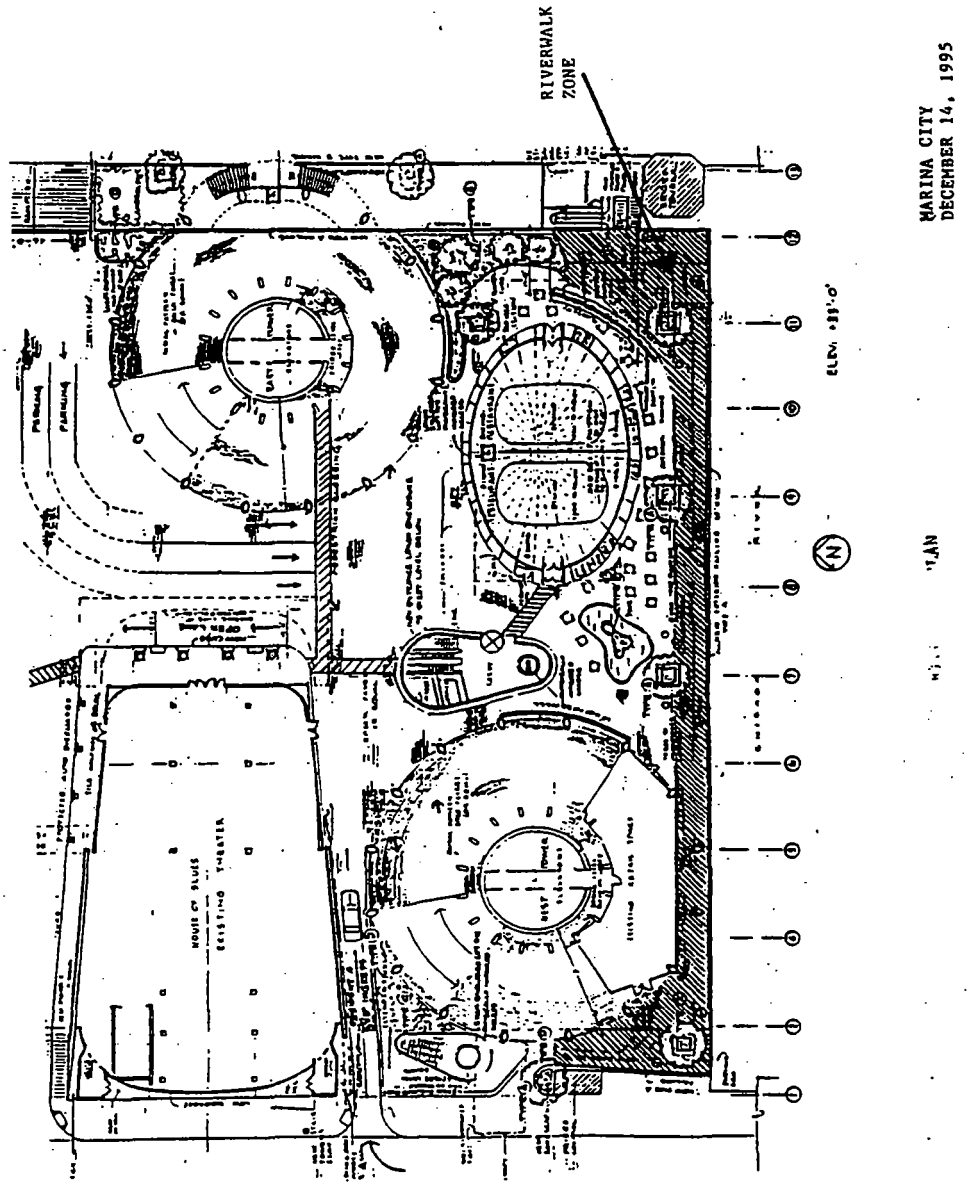
Hiki-Development Corp.
December 14, 1995

EXISTING SITE PLAN

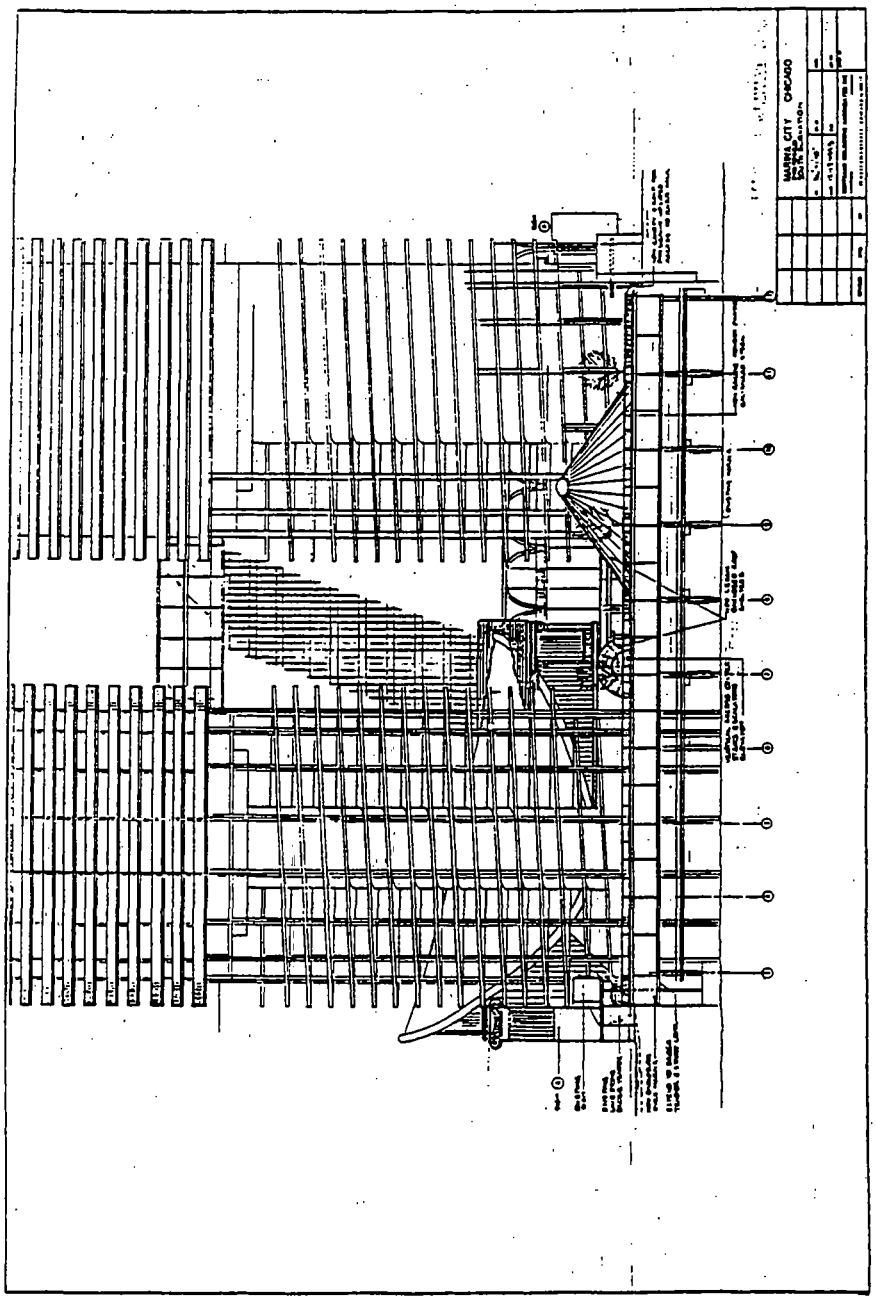
Proposed Site/Landscape Plan.



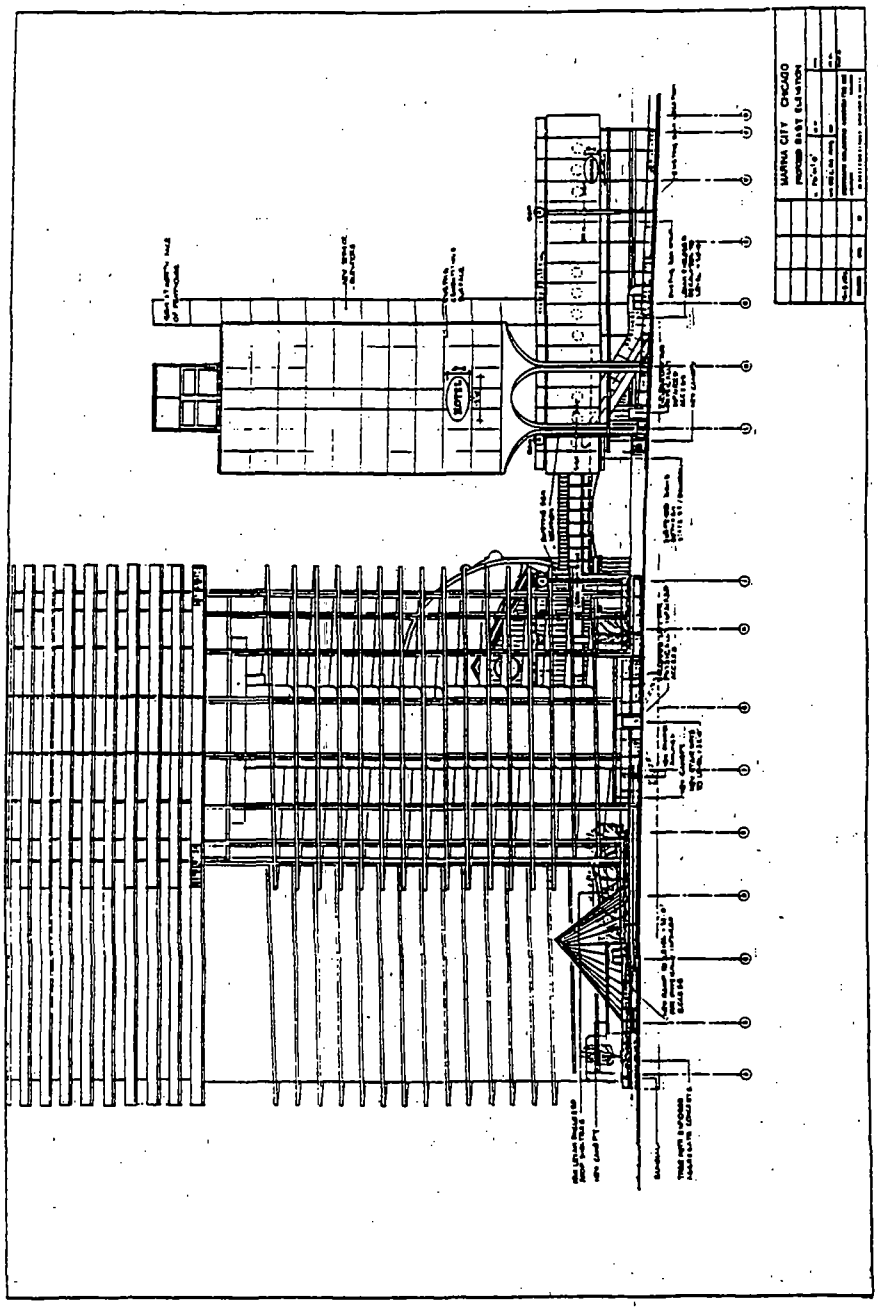
Riverwalk Plan.



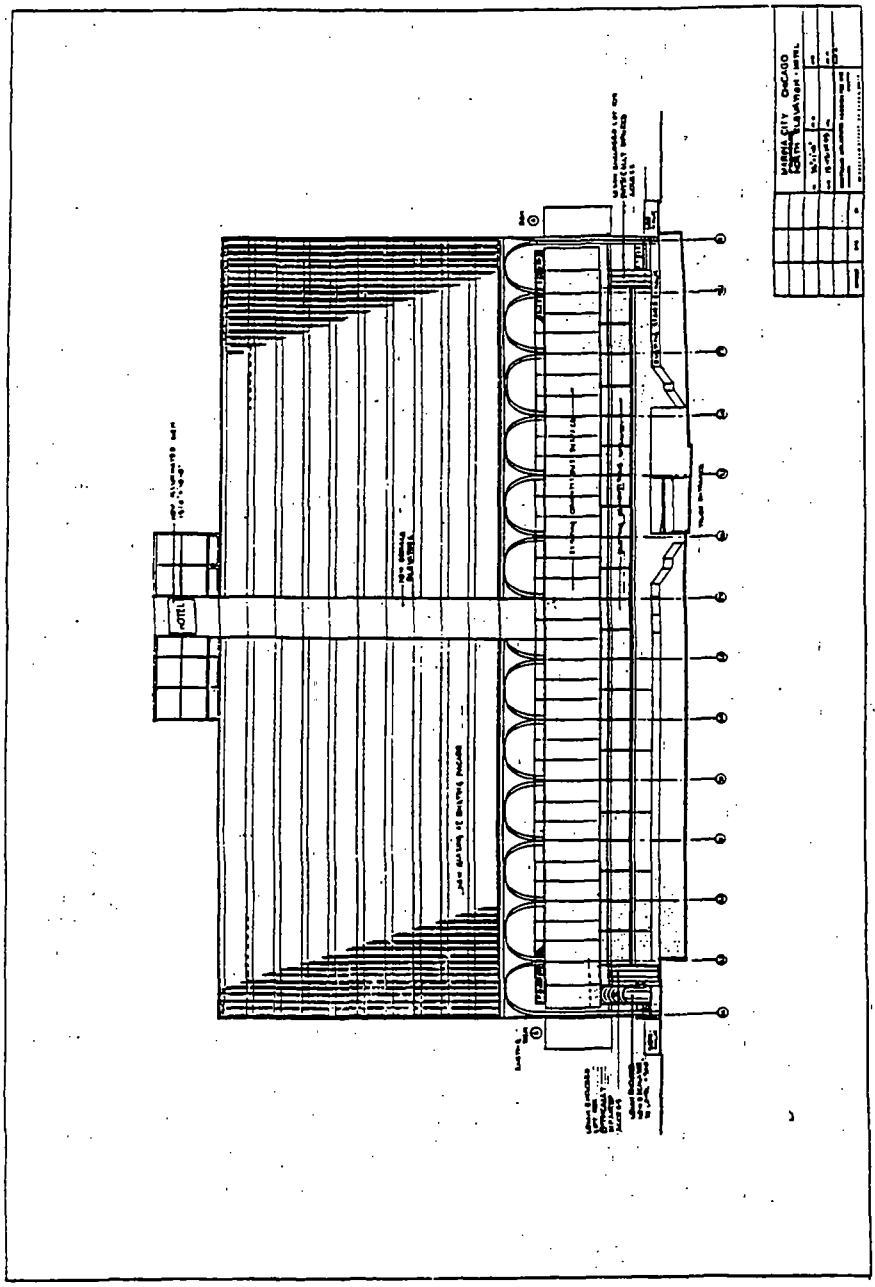
Building Elevation Drawings.
(Page 1 of 5)



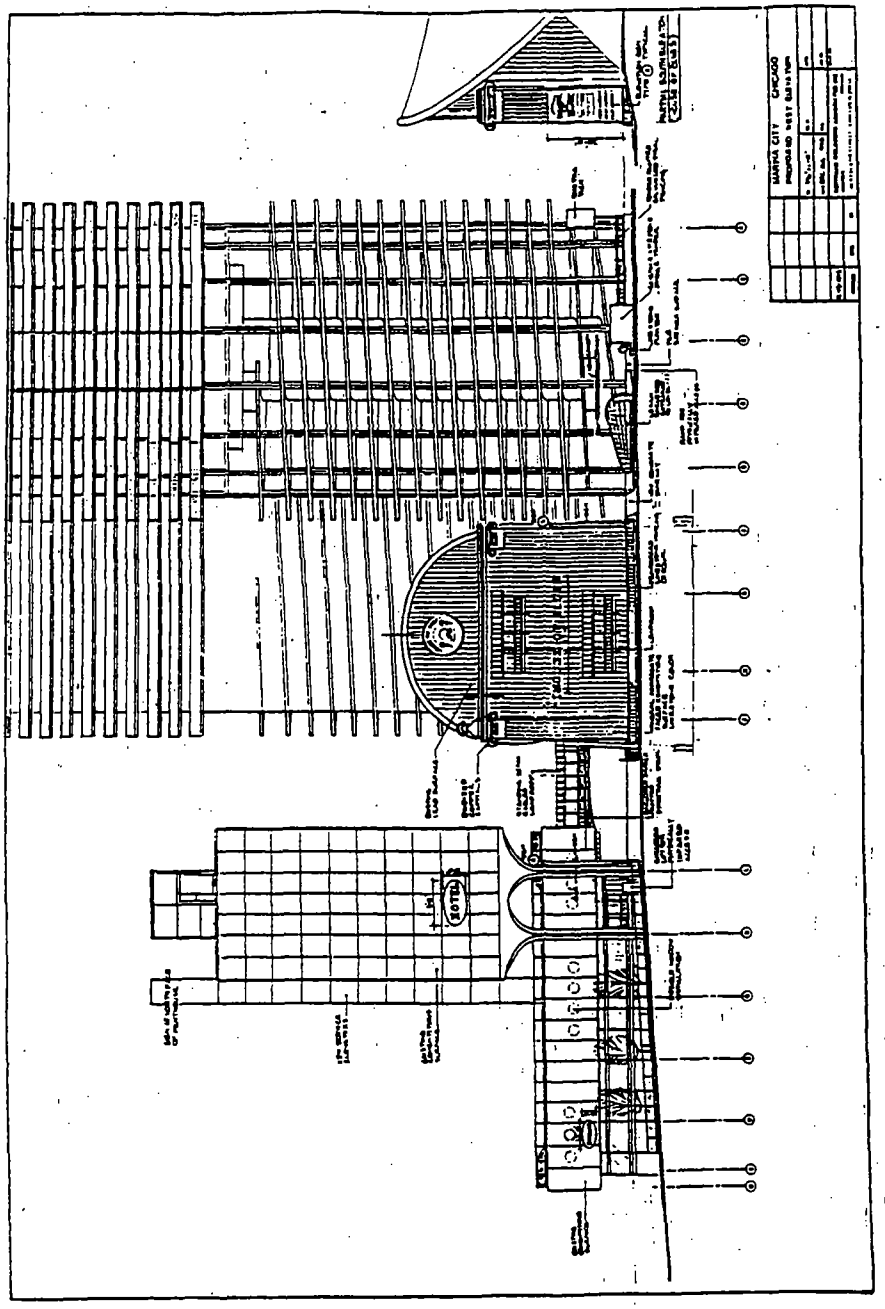
Building Elevation Drawings.
(Page 2 of 5)



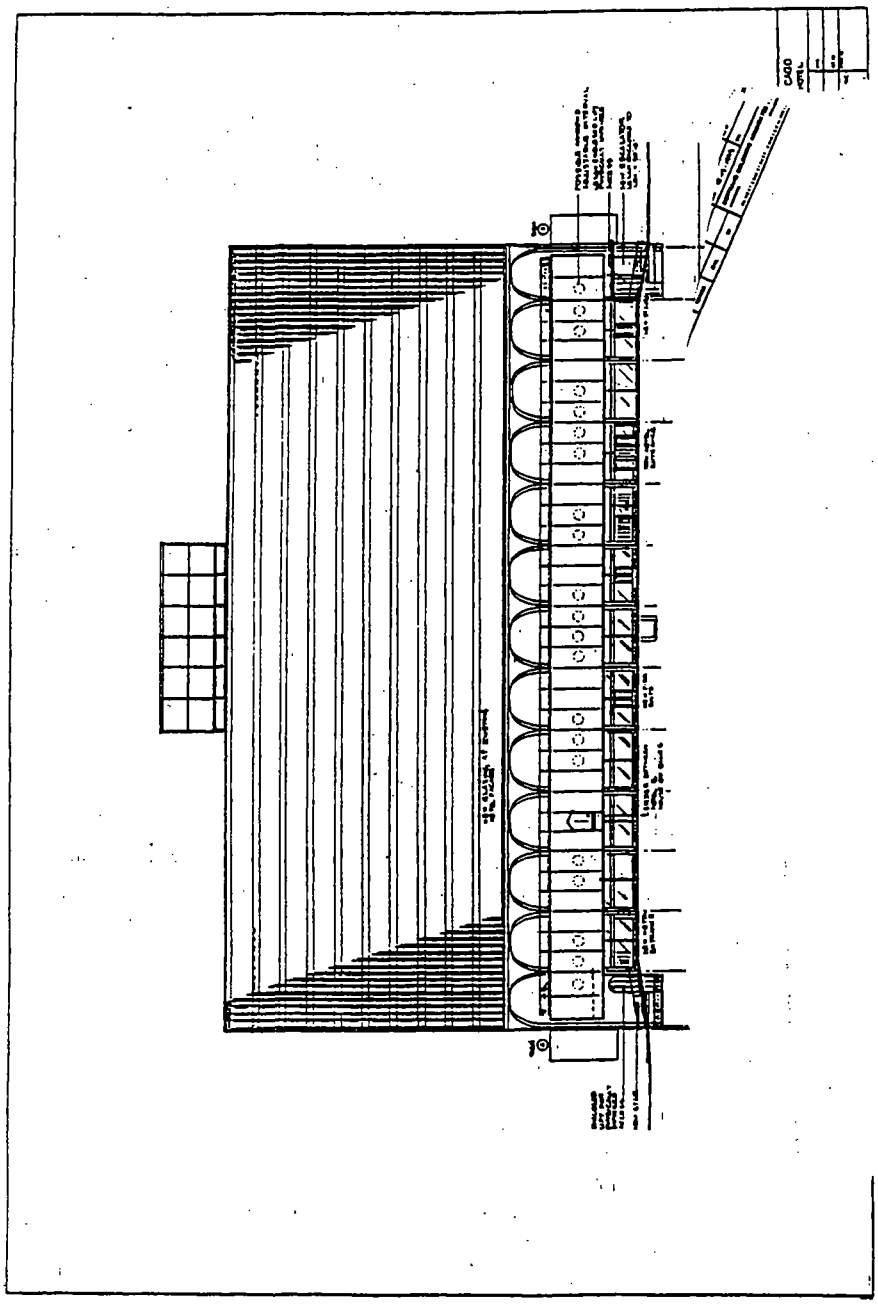
Building Elevation Drawings.
(Page 3 of 5)



Building Elevation Drawings.
(Page 4 of 5)



Building Elevation Drawings.
(Page 5 of 5)



Reclassification Of Area Shown On Map Number 1-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District and C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

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

to those of a Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately thirty-six thousand five hundred twenty (36,520) square feet, plus or minus point eight hundred thirty-eight (±.838) acres of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, LaSalle Partners, L.P..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the seller or transferor therein (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of ten (10) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a current photograph of the building; and a Site/Landscape Plan (the "Site/Landscape Plan") prepared by VOA Architects dated December 14, 1995. A reduced copy of the Site/Landscape Plan is attached hereto and a full size copy is on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted in the area delineated herein as a Business Planned Development:

Business and professional offices; retail and service uses; telecommunications equipment, structures and installations, including parabolic dishes and antennae not to exceed eight (8) feet in diameter; and any uses, including accessory uses and related uses, permitted in B6-7 and C3-7 Zoning Districts.

6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. For purposes of Floor Area Ratio ("F.A.R.") calculations, in addition to the other exclusions from floor area permitted by the Chicago Zoning Ordinance for purposes of determining F.A.R., floor area in excess of 5,000 square feet devoted to mechanical uses in a single location, regardless of placement in the building, shall be excluded.

8. The existing improvements on the Property, including the on-site exterior landscaping, loading areas and all entrances and exits to and from the loading areas, shall be maintained in substantial conformance with the Bulk Regulations and Data Table and the Site/Landscape Plan attached hereto and made a part hereof.

9. The requirements of the Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

10. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design and maintain the existing building located within this Planned

Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Photograph of Building; and Site/Landscape Plan referred to in these Plan of Development Statements printed on pages 16124 through 16128 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development.

Bulk Regulations And Data Table.

Gross Site Area, 55,676.092 square feet (± 1.278 acres) = Net Site Area, 36,520 square feet (± .838 acres) + Area Remaining in Public Right-of-Way, 19,087.086 square feet (± .440 acres).

Maximum Permitted Floor Area Ratio:	28.5.
Setbacks From Property Line:	In substantial conformance with the Site/Landscape Plan.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plan.
Minimum Number of Off-Street Parking Spaces:	0.

Minimum Number of Off-Street Loading Berths:	As existing at the time of this application (5 at approximately 12 feet by 25 feet).
Maximum Height:	As existing at the time of this application (approximately 570 feet above grade level).

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

> a line 184 feet south of and parallel to West Ohio Street; the public alley next east of and parallel to North Claremont Avenue; a line 253.05 feet south of and parallel to West Ohio Street; and North Claremont 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 2-F.
(As Amended)

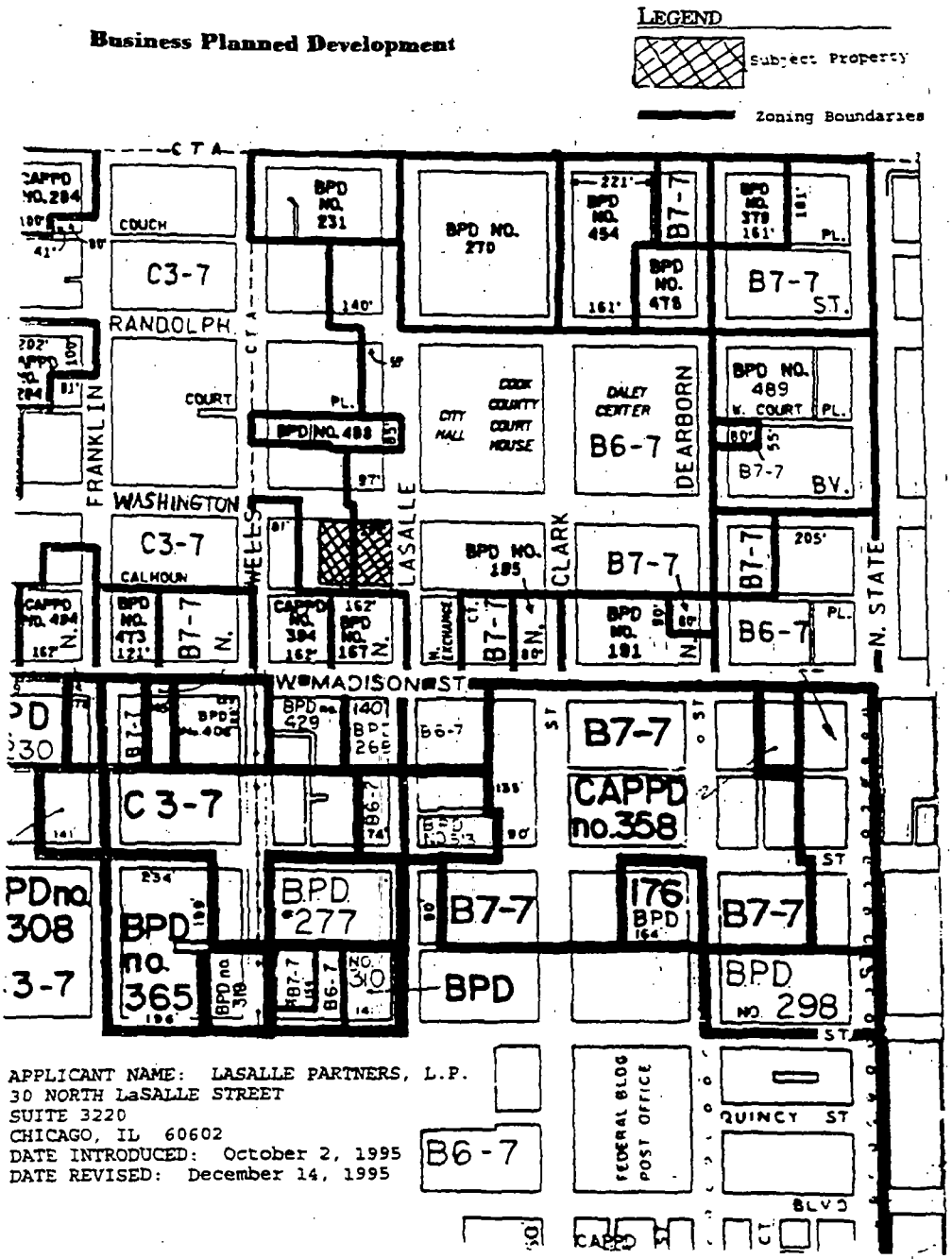
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

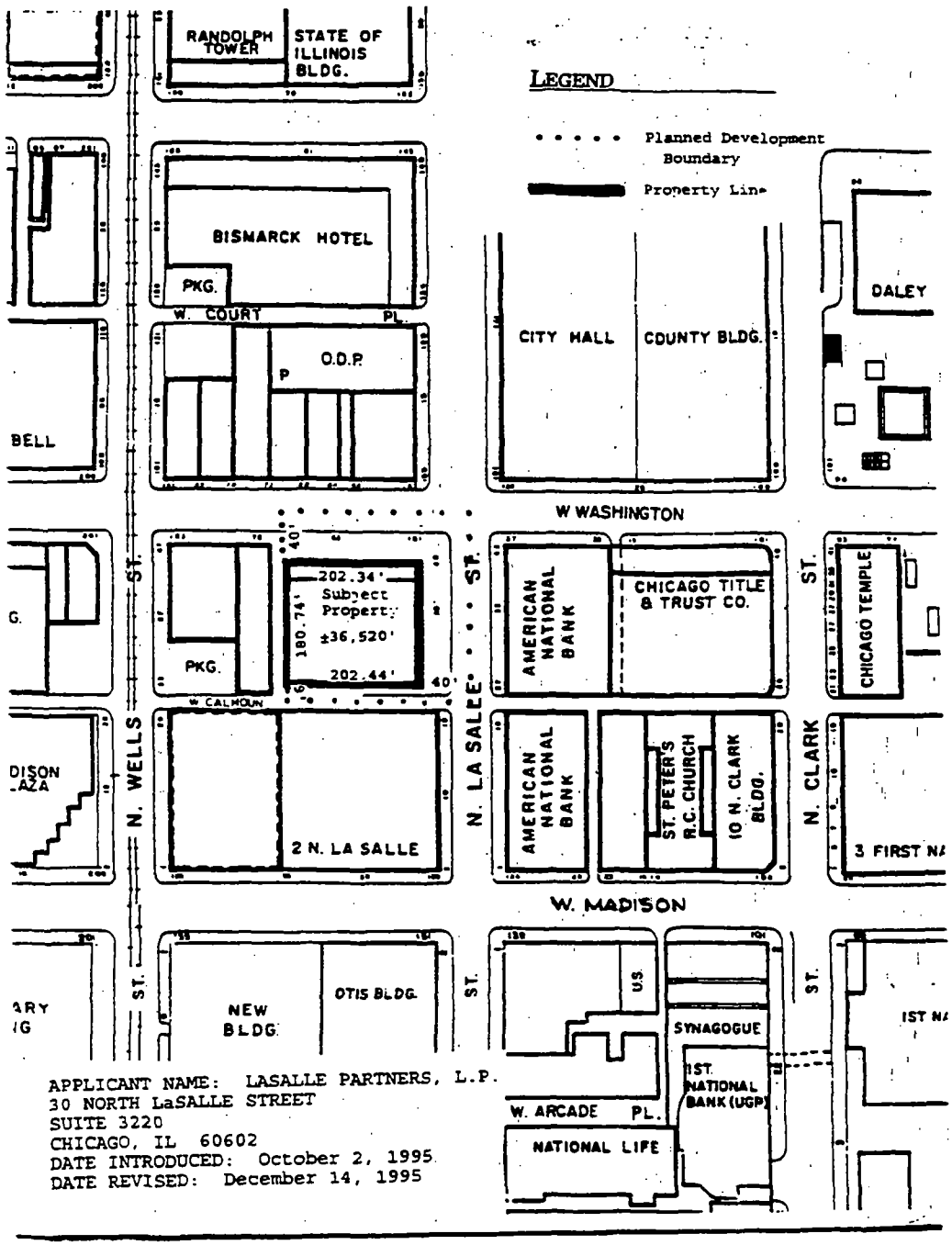
(Continued on page 16129)

Existing Zoning Map.

Business Planned Development

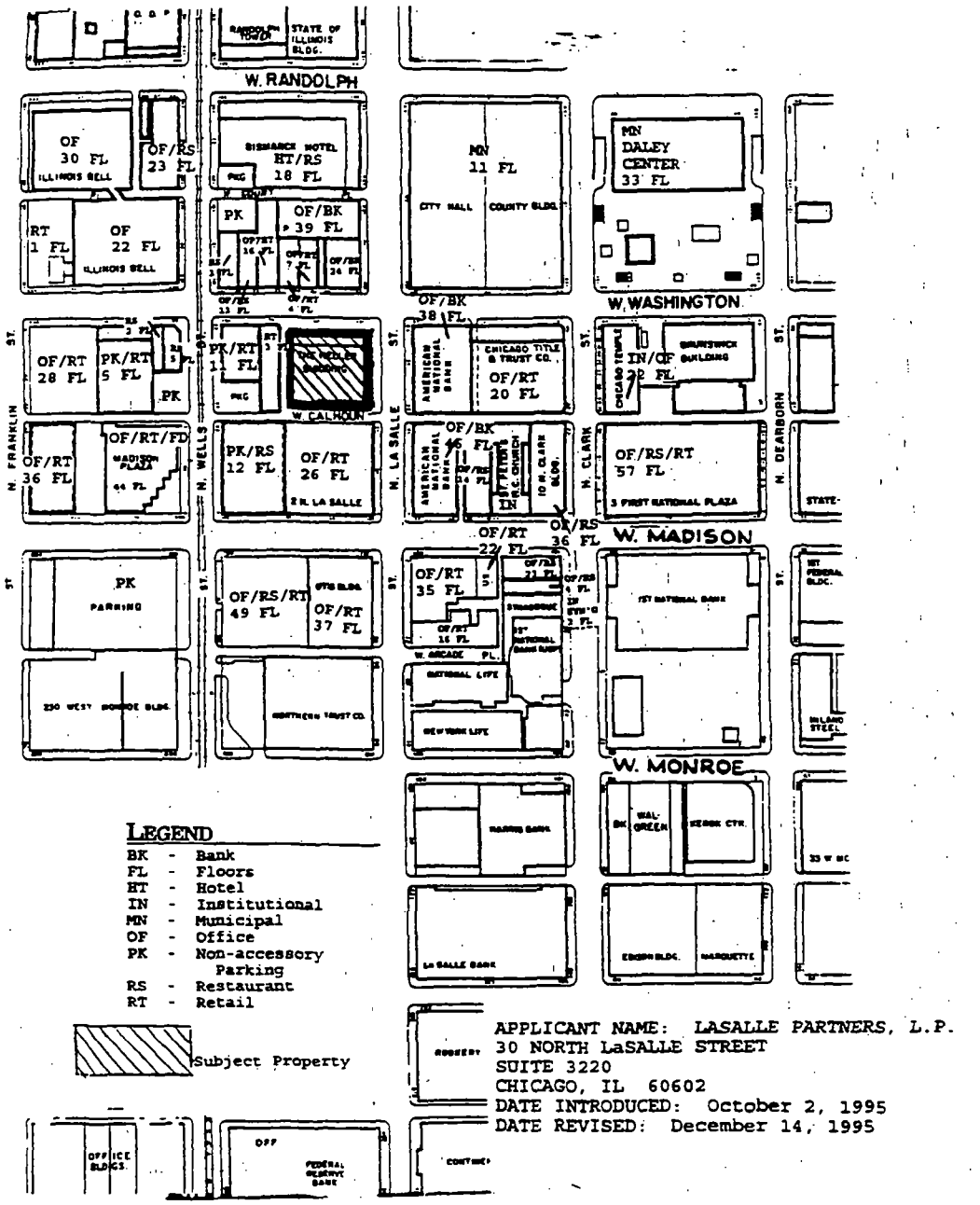


Planned Development Boundary And Property Line Map.



APPLICANT NAME: LASALLE PARTNERS, L.P.
30 NORTH LaSALLE STREET
SUITE 3220
CHICAGO, IL 60602
DATE INTRODUCED: October 2, 1995
DATE REVISED: December 14, 1995

Existing Land-Use Map.



APPLICANT NAME: LASALLE PARTNERS, L.P.
30 NORTH LaSALLE STREET
SUITE 3220
CHICAGO, IL 60602
DATE INTRODUCED: October 2, 1995
DATE REVISED: December 14, 1995

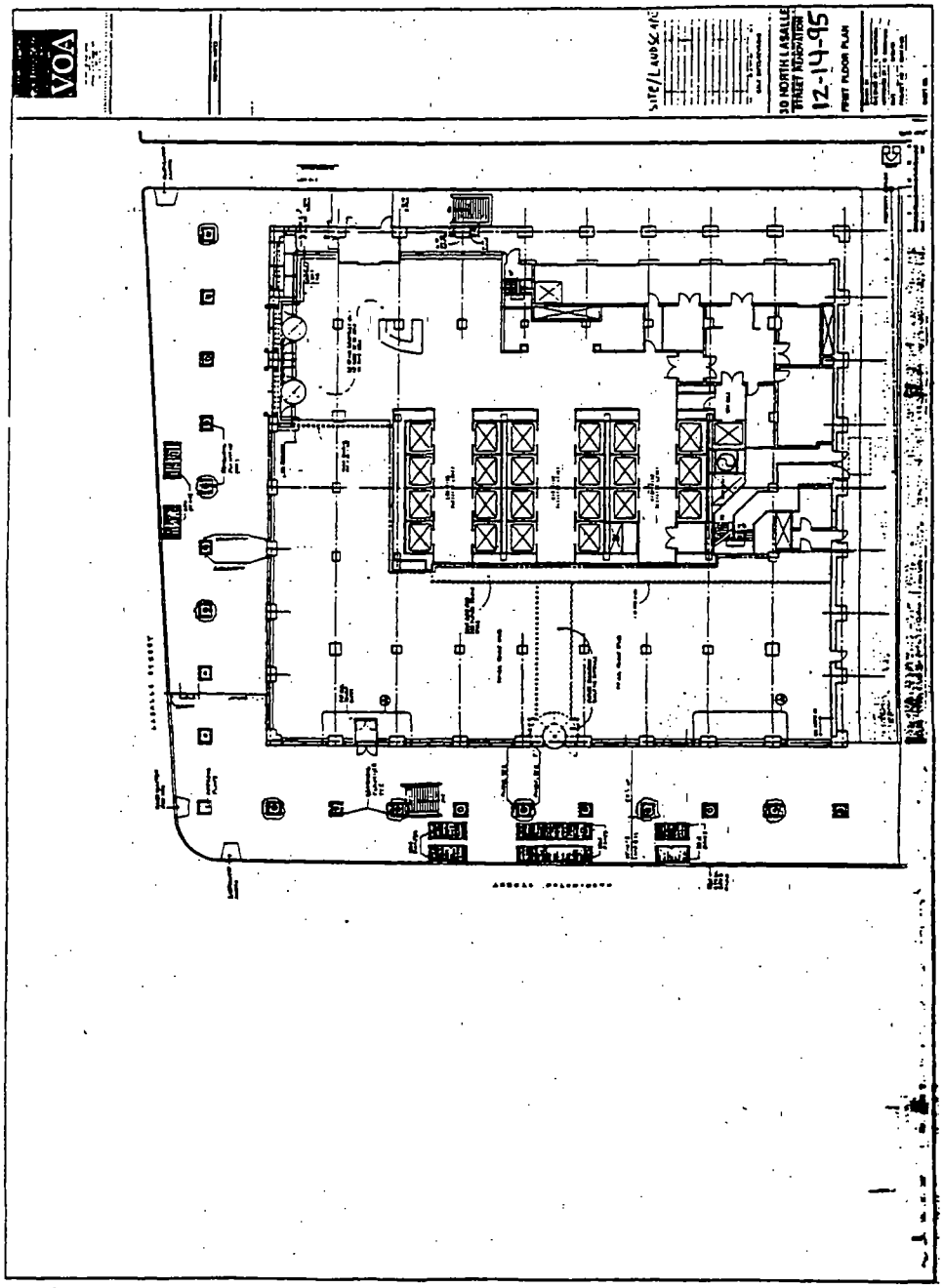
Photograph Of Building.



PHOTOGRAPH OF 30 NORTH LASALLE (1995)

APPLICANT: LASALLE PARTNERS L.P.
DATE: DECEMBER 14, 1995

Site/Landscape Plan.



(Continued from page 16123)

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

to those of a Residential Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development (the "Planned Development") consists of approximately fifty thousand one hundred sixty-eight (50,168) square feet, plus or minus one point one hundred fifty-two (± 1.152) acres of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, Boulevard Consultants, Inc..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned

Development are made, shall be under single ownership or single designated control. Single designated control for the purpose of this paragraph shall mean that any application to the City for an amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the seller or transferor therein (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of thirteen (13) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site/Landscape Plan (the "Site/Landscape Plan"); and Building Elevations prepared by Pappageorge Haymes, Ltd., architects, dated December 14, 1995. Reduced copies of the Site/Landscape Plan and the Building Elevations are attached hereto and full sized copies of those items are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted in the area delineated herein as a Residential Planned Development:

Dwelling units, including dwelling units located below the second floor; accessory uses and related uses; health facilities; swimming pools; telecommunications equipment, including parabolic transmitting and receiving antennae and dishes not exceeding eight (8) feet in diameter; and any other uses, including accessory

uses and related uses, permitted in C3-5 Commercial-Manufacturing Districts provided that such uses are not accessible directly from the public way, are contained only on the first floor or basement of the buildings and shall not exceed 2,500 square feet in total. Dwelling units may also include live/work uses, including but not limited to, artist and photography studios, professional offices and mail order wholesale businesses, provided that any combination live/work unit shall not include any advertising display or identification signs which are visible from outside the building.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

   The existing roof-top business identification sign located on the southern edge of the roof of the 728 West Jackson building shall be removed within six (6) months after the conveyance by the applicant of seventy-five percent (75%) of the units in the development to individual unit owners when the sign ceases to be a business identification sign, or eighteen (18) months after the effective date of this ordinance, whichever is earlier. No signs shall be permitted above the third (3rd) floor of the buildings.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development.

8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning and Development.

9. In addition to the maximum height of the building and any appurtenance attached thereto prescribed in this Planned Development, the height of the buildings and any appurtenance attached thereto also shall be subject to:

(a) height limitations as certified and approved by the Federal Aviation Administration; and

(b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Bulk Regulations and Data Table, the Site/Landscape Plan and the Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance and corresponding guidelines.

11. The requirements of the Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3 (c) of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City

Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to a C3-5 Commercial-Manufacturing District as previously provided.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site/ Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 16135 through 16143 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development.

Bulk Regulations And Data Table.

Gross Site Area	=	Net Site Area	+	Area Remaining in Public Right-of-Way
79,593.252 square feet (±1.827 acres)	=	50,168 square feet (±1.152 acres)	+	29,425.252 square feet (±.675 acres)

Maximum Permitted Floor Area Ratio: 7.5.

Setbacks From Property Line: In substantial conformance with the Site/Landscape Plan.

Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plan.
Maximum Number of Dwelling Units:	236.
Minimum Number of Off-Street Parking Spaces:	236.
Minimum Number of Off-Street Loading Berths:	2 at 17 feet by 29 feet; 1 at 10 feet by 50 feet.
Maximum Height:	In substantial conformance with the Building Elevations.

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

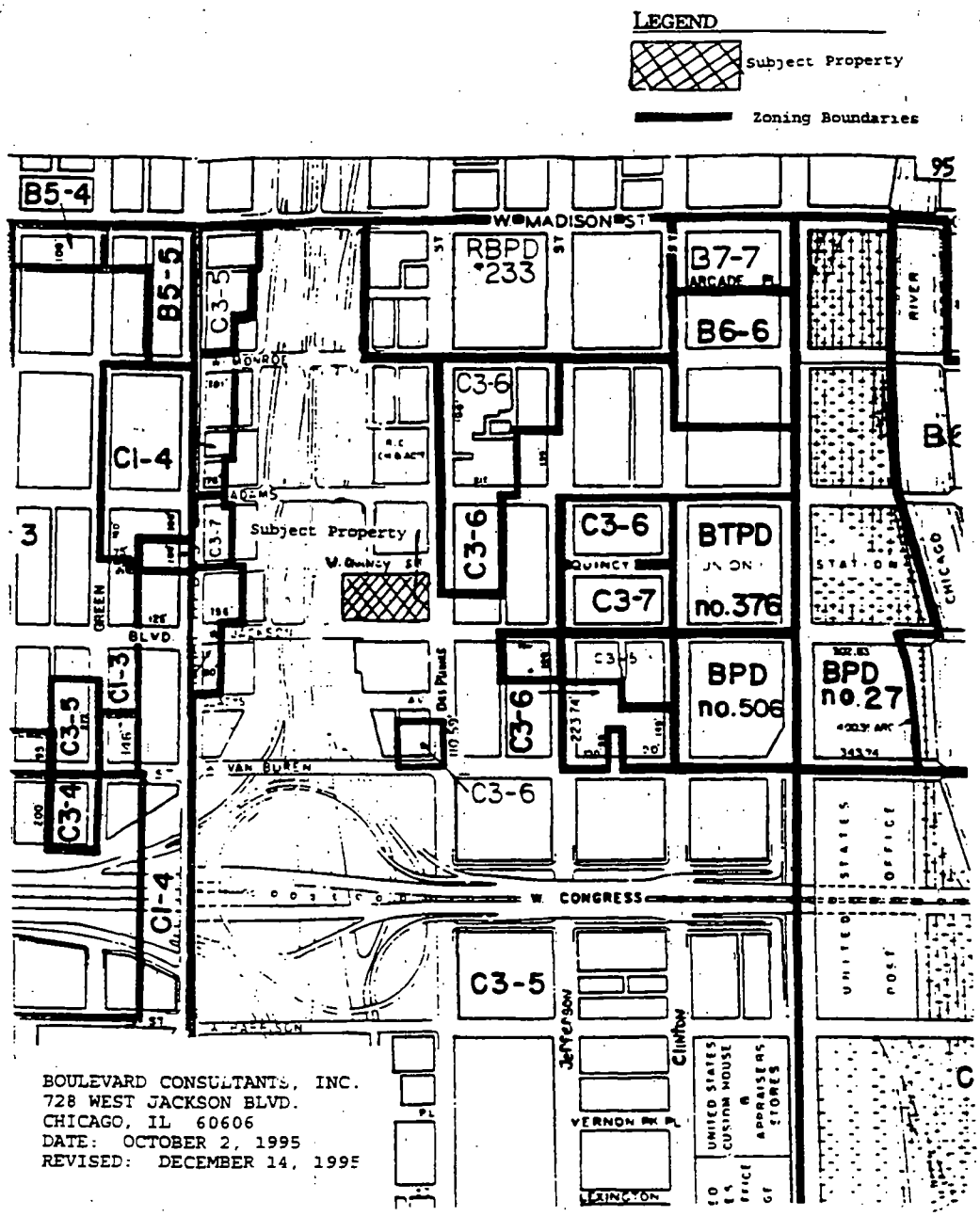
> South Wacker Drive; West Monroe Street; a line 163.64 feet east of and parallel to South Wacker Drive; and a line 198.86 feet south of and parallel to West Monroe Street,

to those of a Central Area Parking Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

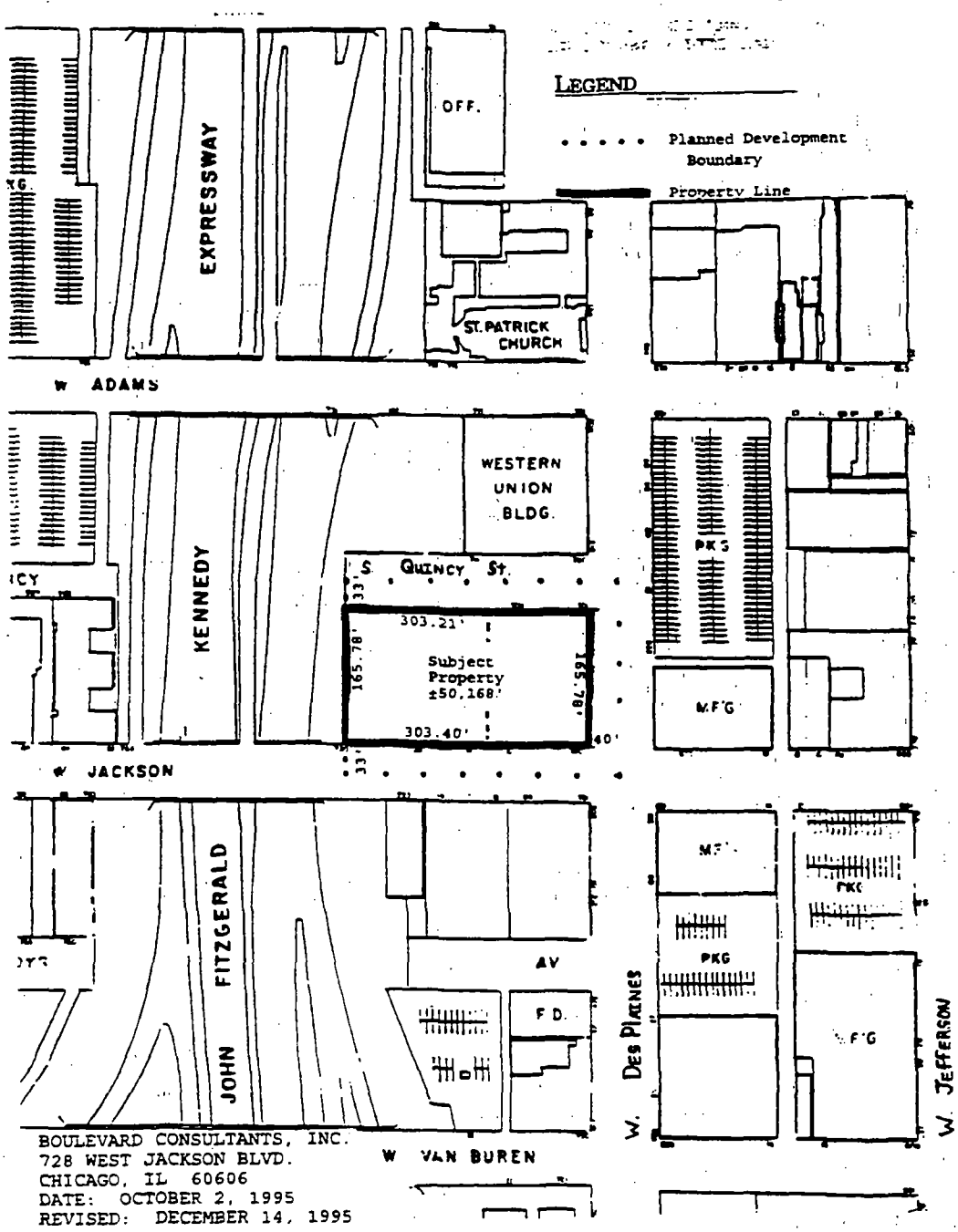
SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

(Continued on page 16144)

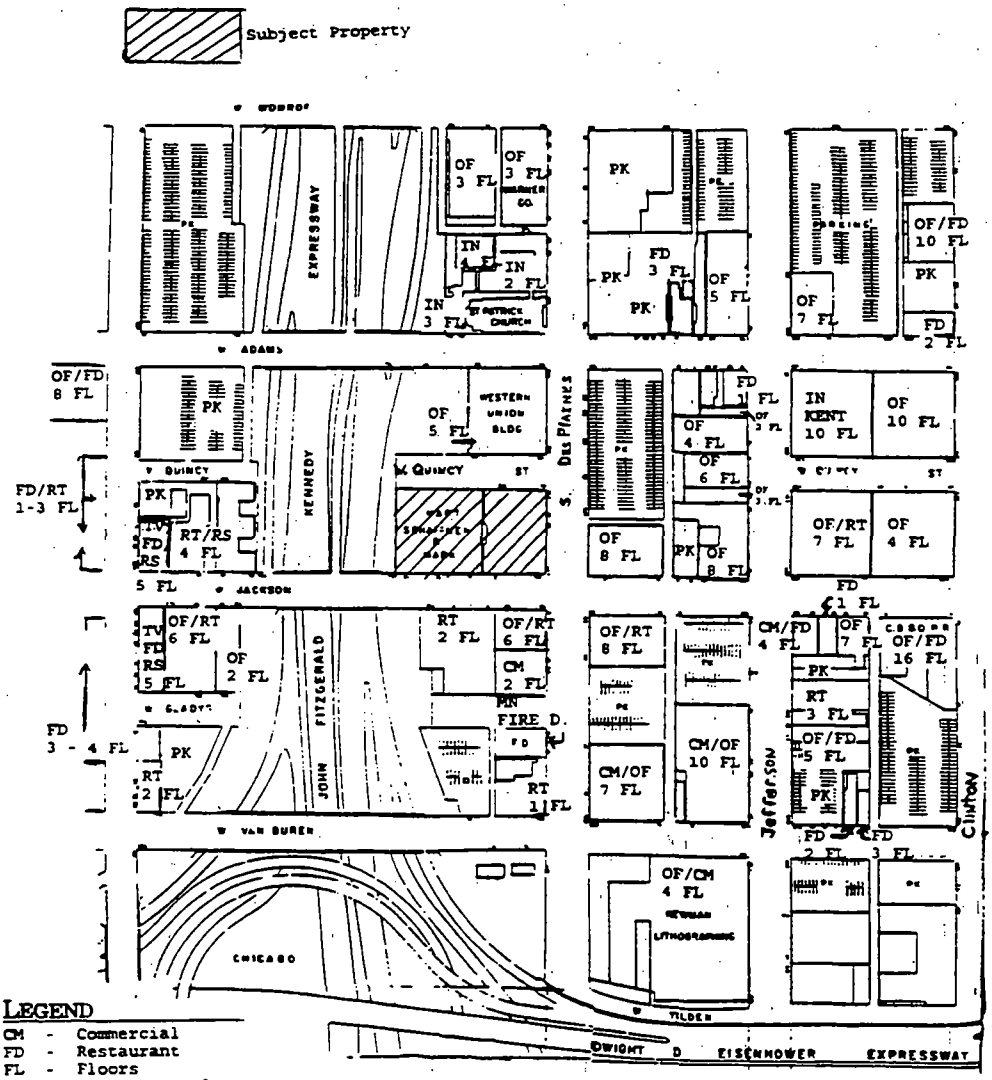
Existing Zoning Map.



Planned Development Boundary And
Property Line Map.



Existing Land-Use Map.

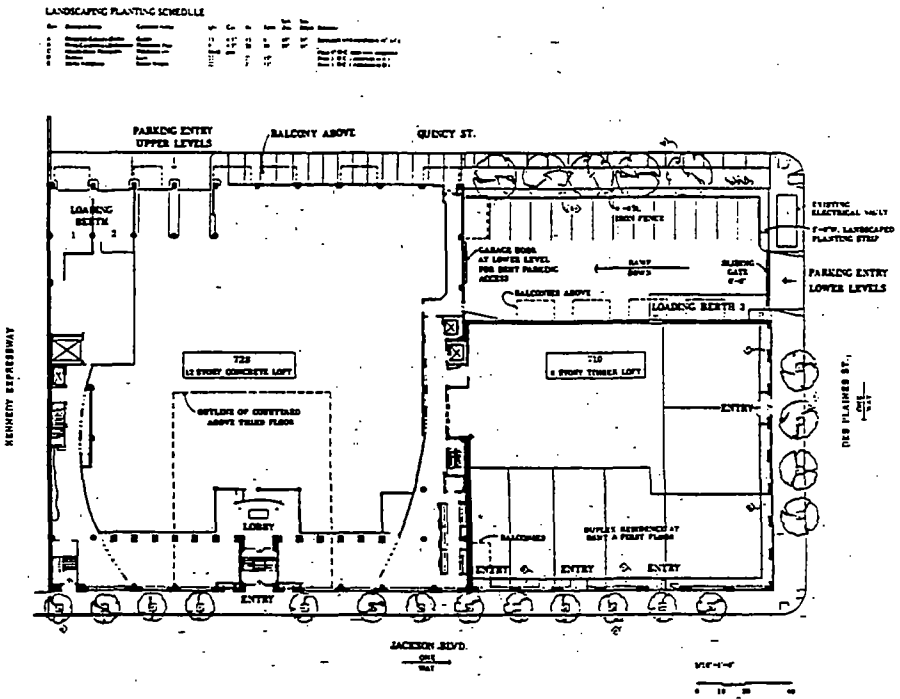


LEGEND

CM	-	Commercial
FD	-	Restaurant
FL	-	Floors
IN	-	Institutional
MN	-	Municipal
OF	-	Office
PK	-	Non-accessory Parking
RS	-	Residential
RT	-	Retail
TV	-	Tavern

BOULEVARD CONSULTANTS, INC.
728 WEST JACKSON BLVD.
CHICAGO, IL 60606
DATE: OCTOBER 2, 1995
REVISED: DECEMBER 14, 1995

Site/Landscape Plan.

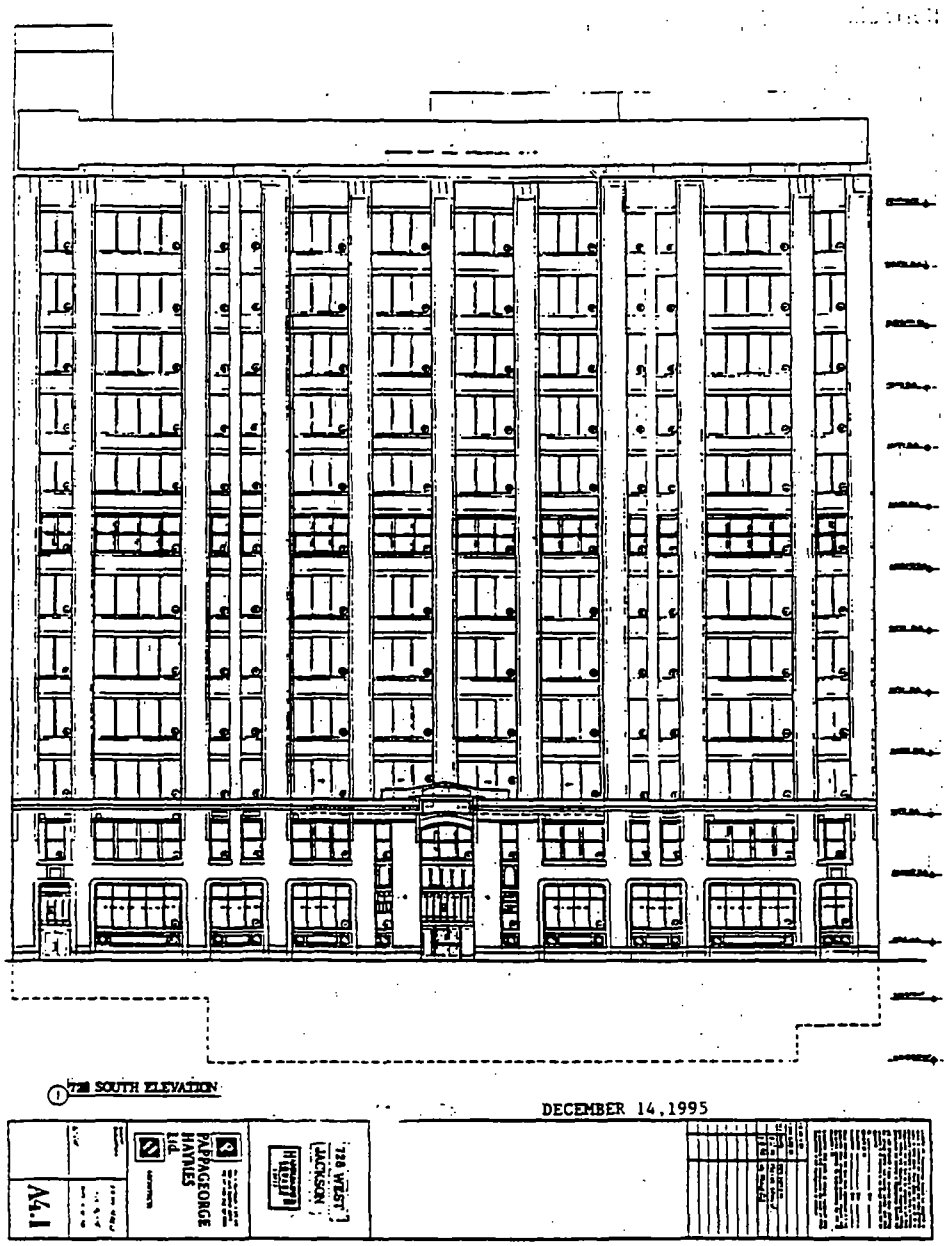


HABERDASHER SQUARE LOFTS

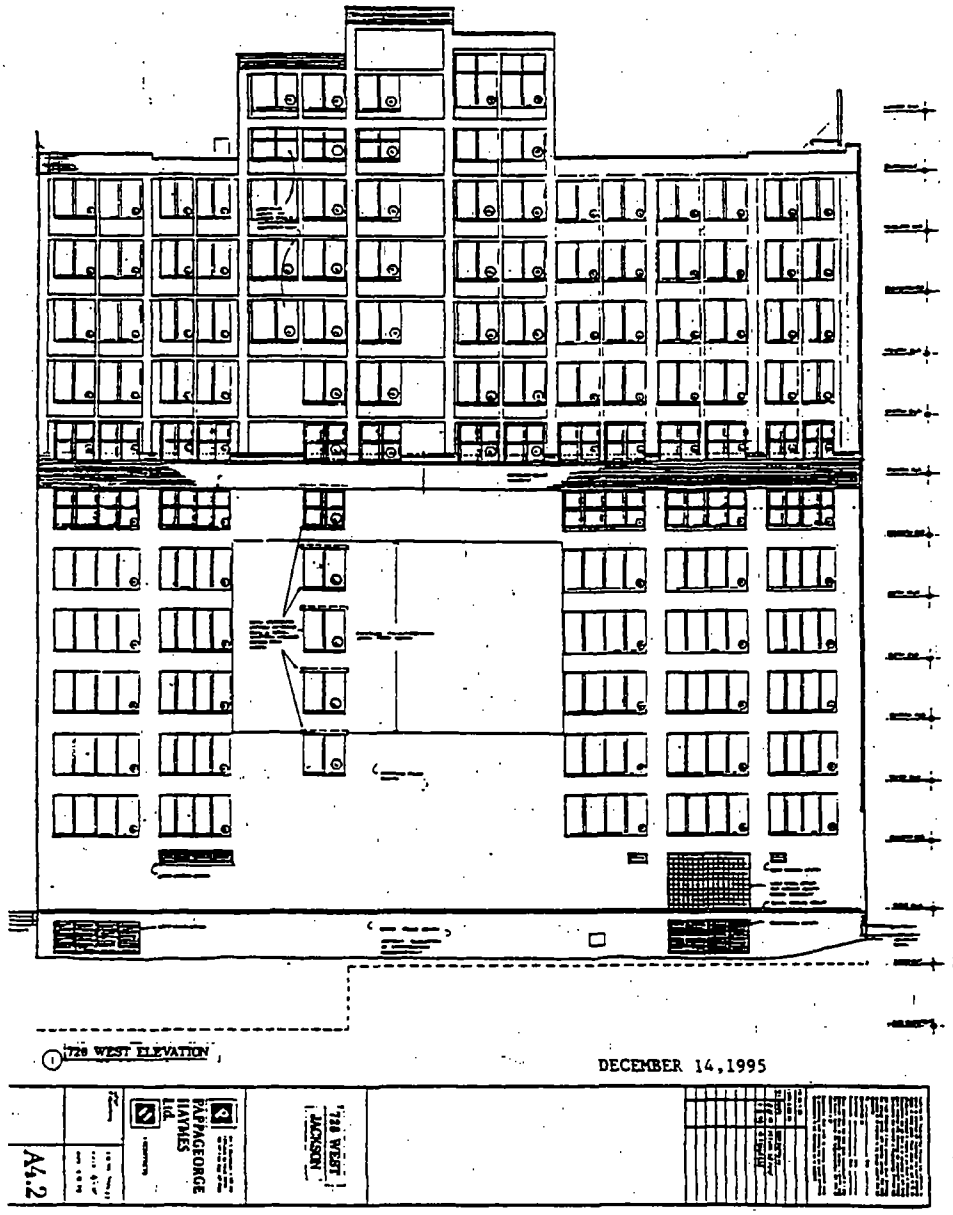
PAPPAGEORGE HAYMES LTD.
ARCHITECT

HOME BY INVESCO
DEVELOPER

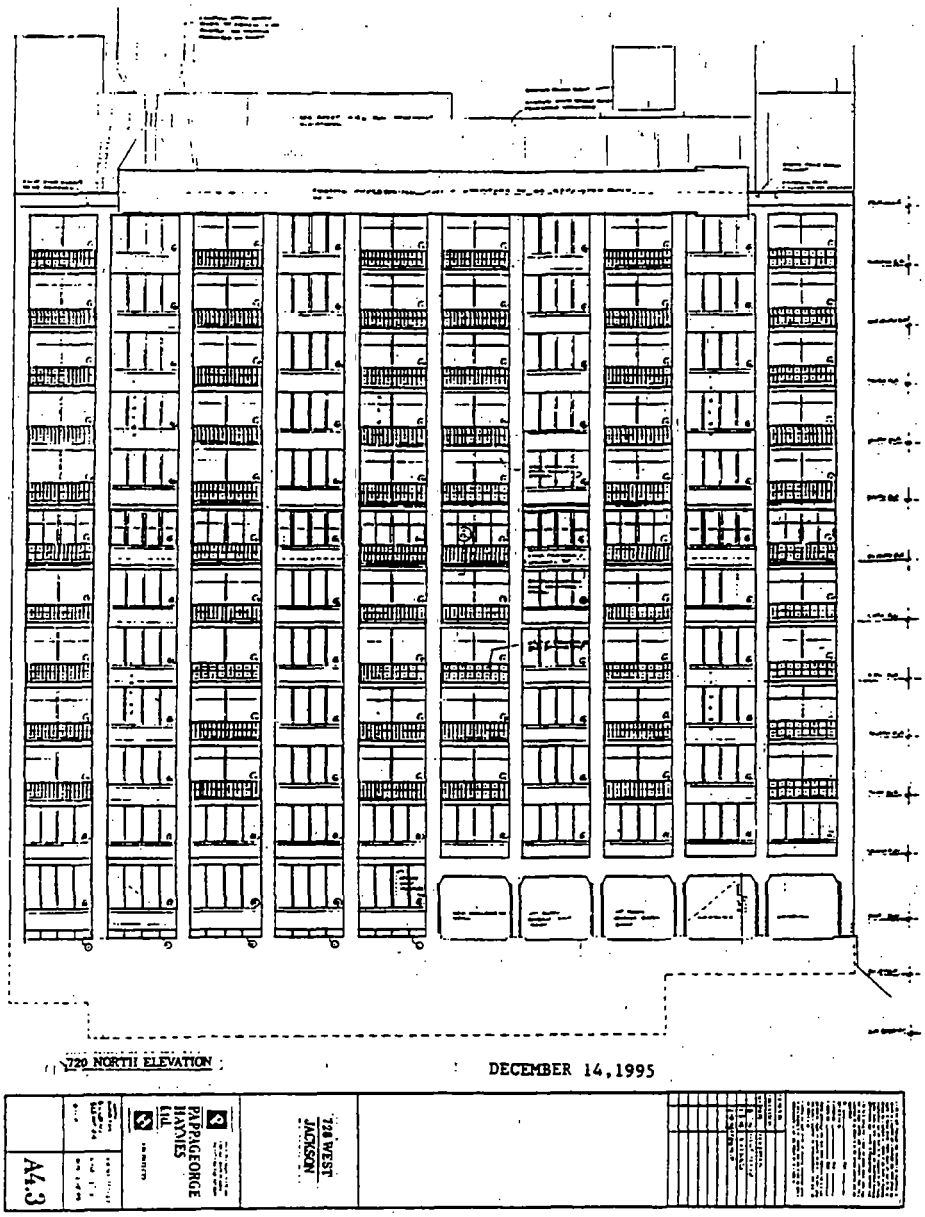
Building Elevation Drawings.
(Page 1 of 5)



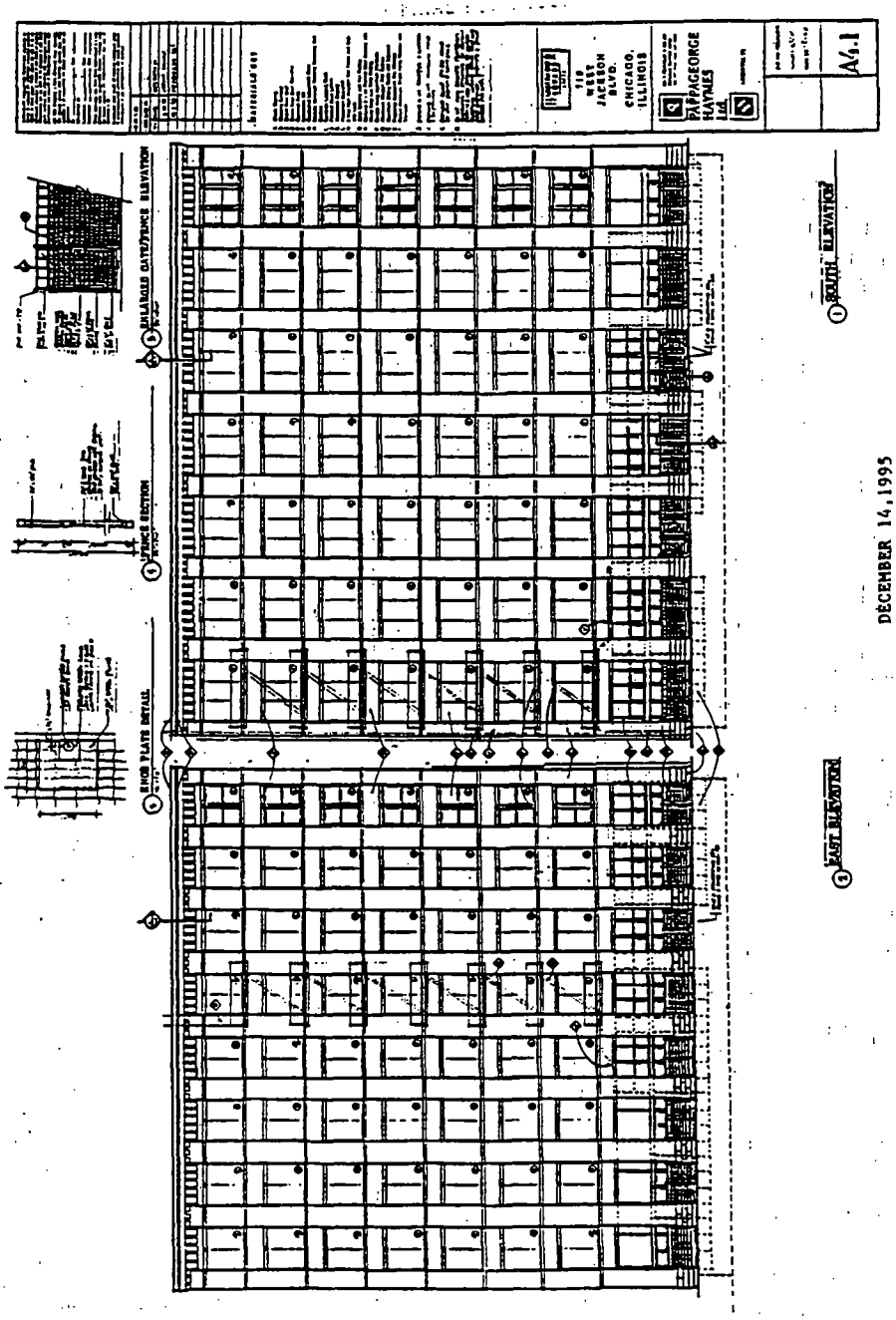
Building Elevation Drawings.
(Page 2 of 5)



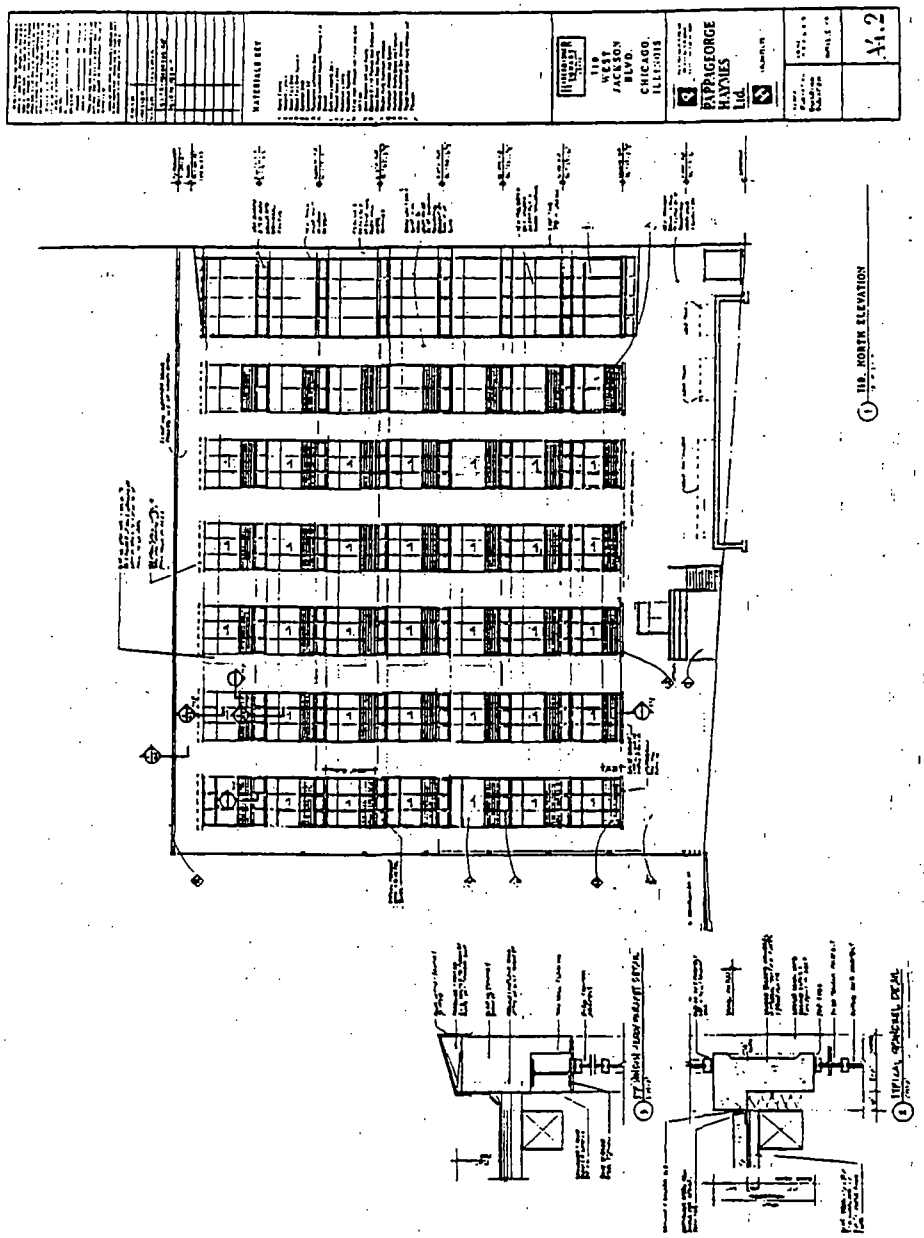
Building Elevation Drawings.
(Page 3 of 5)



Building Elevation Drawings.
(Page 4 of 5)



Building Elevation Drawings.
(Page 5 of 5)



(Continued from page 16134)

Plan of Development Statements referred to in this ordinance read as follows:

Central Area Parking Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Central Area Parking Planned Development (the "Planned Development") consists of approximately thirty-two thousand five hundred sixty-eight (32,568) square feet, plus or minus seventy-five hundredths (+.75) acres of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is controlled by the Applicant, General Parking Management L.P., as agent for the Property owner, The Manufacturers Life Insurance Company.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements; or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant, its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof

is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term "Applicant" shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of twelve (12) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; and a Site/Landscape Plan, Landscaping Cross-Section Plans and Building Elevations prepared by Fujikawa Johnson and Associates, Inc., dated November 16, 1995. Reduced copies of the Site/Landscape Plan, Landscaping Cross-Section Plans and Building Elevations are attached hereto and full sized copies thereof are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The use permitted in the area delineated herein as a Central Area Parking Planned Development shall be off-street parking.

6. Business identification signs and temporary signs such as construction signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.

7. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation's Bureau of Traffic and the Department of Planning and Development.

8. The height of the improvements and any appurtenance attached thereto prescribed in this Planned Development shall be subject to:

   (a) height limitations as certified and approved by the Federal Aviation Administration; and

   (b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

9. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent right-of-way and all entrances and exits to and from the parking area, shall be designed, constructed and maintained in substantial conformance with the Site/Landscaping Plan, Landscaping Cross-Section Plans and Building Elevations and the Parking Lot Landscaping provisions of the Chicago Zoning Ordinance.

10. The requirements of the Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

11. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and responsible efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

12. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within two (2) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned

Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to a C3-7 Commercial Manufacturing District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site/Landscape Plan; First Basement Level Plan; and Landscaping Cross-Section and Building Elevations referred to in these Plan of Development Statements printed on pages 16149 through 16154 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Central Area Parking Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area	=	Net Site Area	+	Area Remaining in Public Right-of-Way
±51,313 square feet (±1.18 acres)	=	±32,568 square feet (±.75 acres)	+	±18,745 square feet (± .43 acres)

Maximum Permitted Floor Area Ratio: 16.0.

Setbacks From Property Line: In substantial conformance with the Site/Landscape Plan.

Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plan.
Maximum Number of Parking Spaces:	199.

Reclassification Of Area Shown On Map Number 4-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 4-E in the area bounded by:

a line 416.20 feet north of East 16th Street; the alley next east of South Wabash Avenue; a line 281.57 feet north of East 16th Street; and South Wabash Avenue,

to those of a C1-4 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 Areas Shown On Map Number 4-G.
(As Amended)

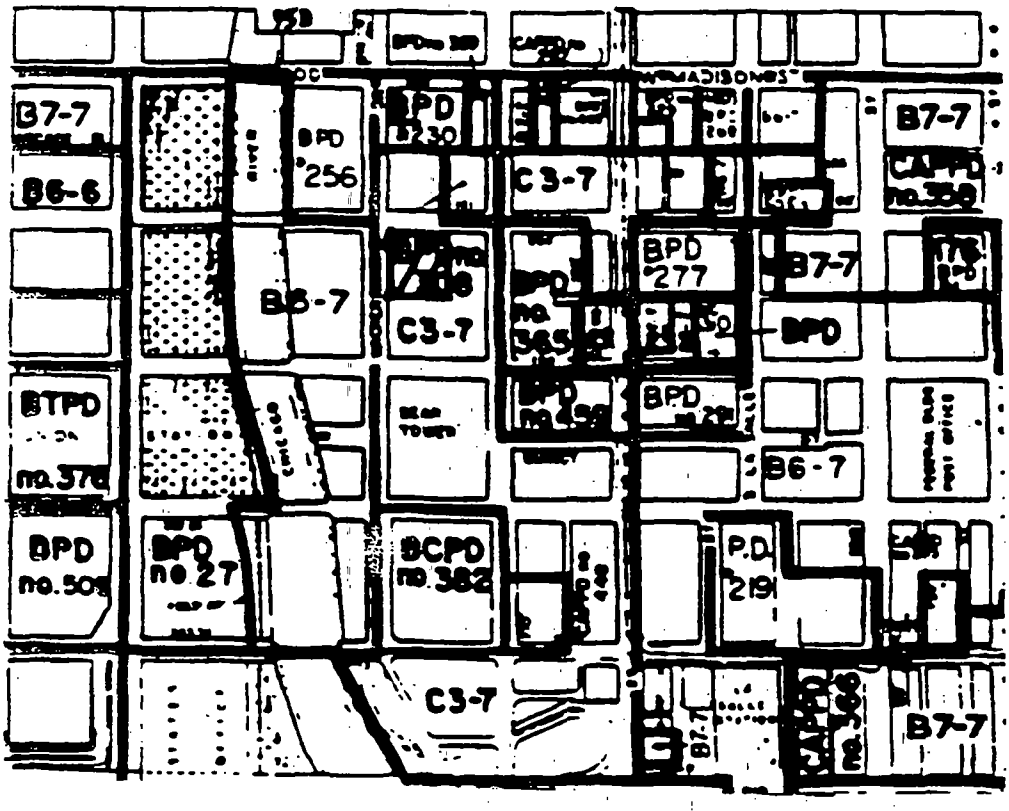
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 4-G in the area bounded by:

(Continued on page 16155)

Existing Zoning Map.

(Special Flood Hazard Area)
SEC 16 T39N R14E



LEGEND

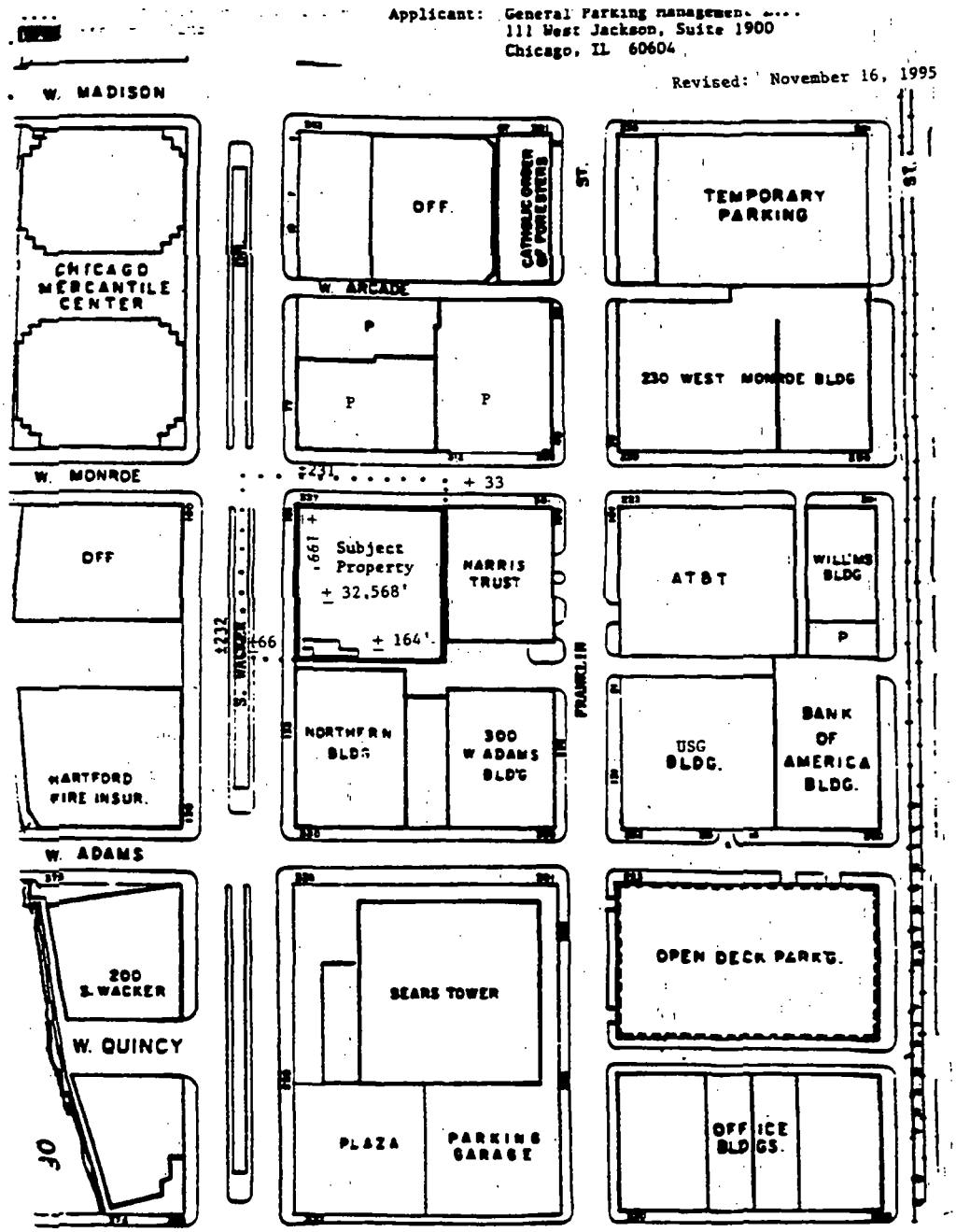
Subject Property
Zoning Boundaries

Applicant: General Parking Management L.P.
111 West Jackson, Suite 1900
Chicago, IL 60604

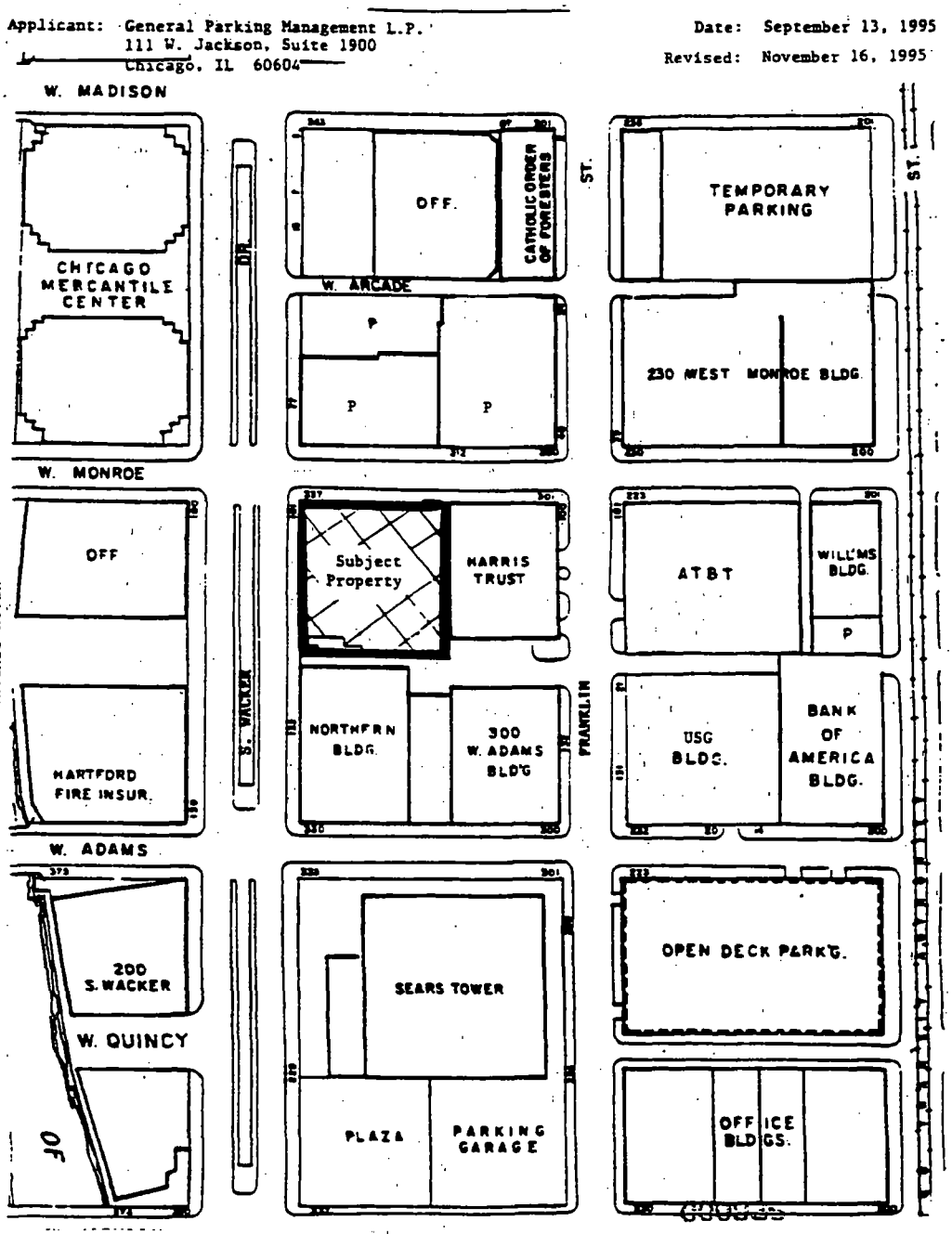
Date: September 13, 1995

Revised: November 16, 1995

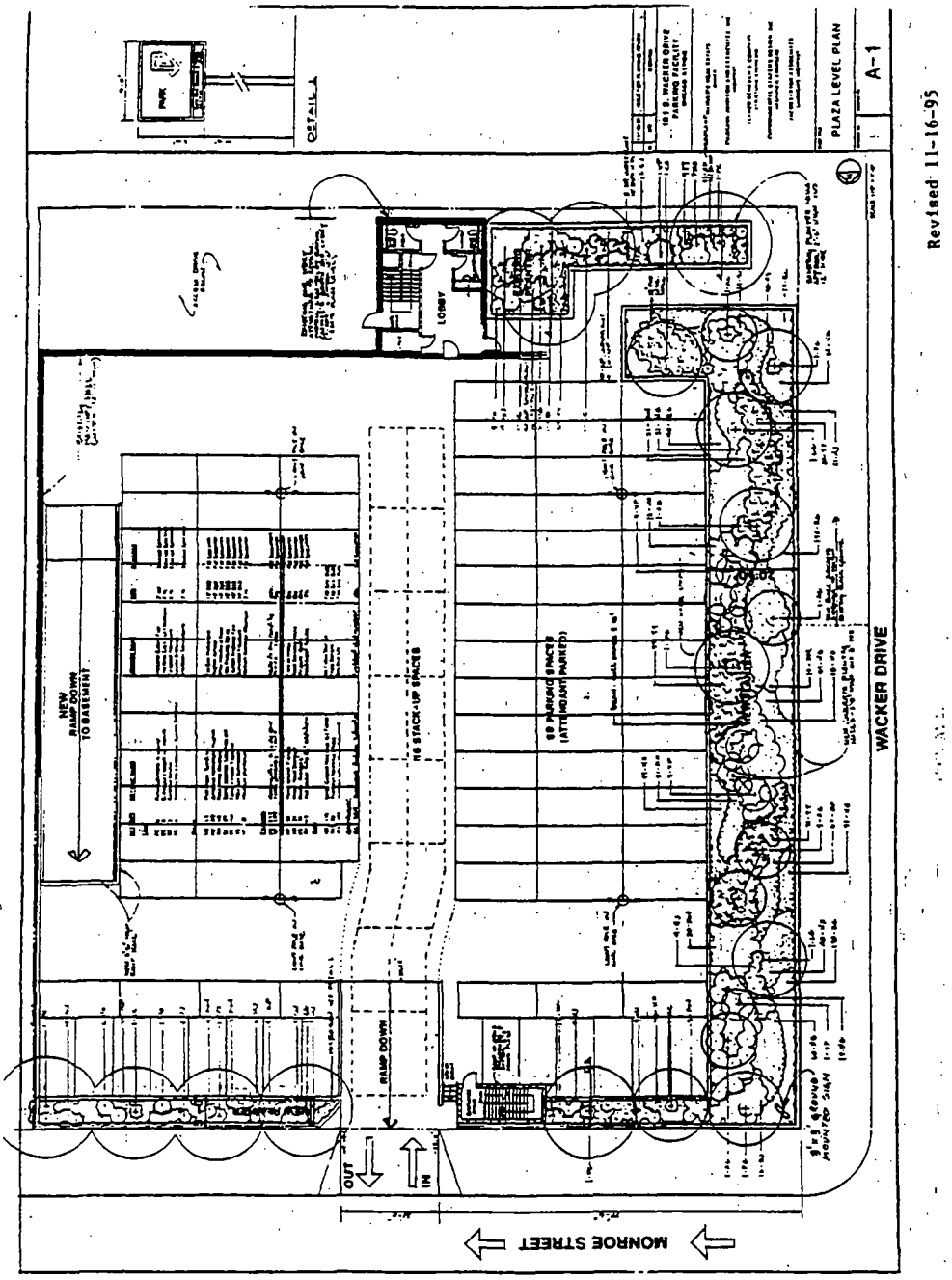
Planned Development Boundary And
Property Line Map.



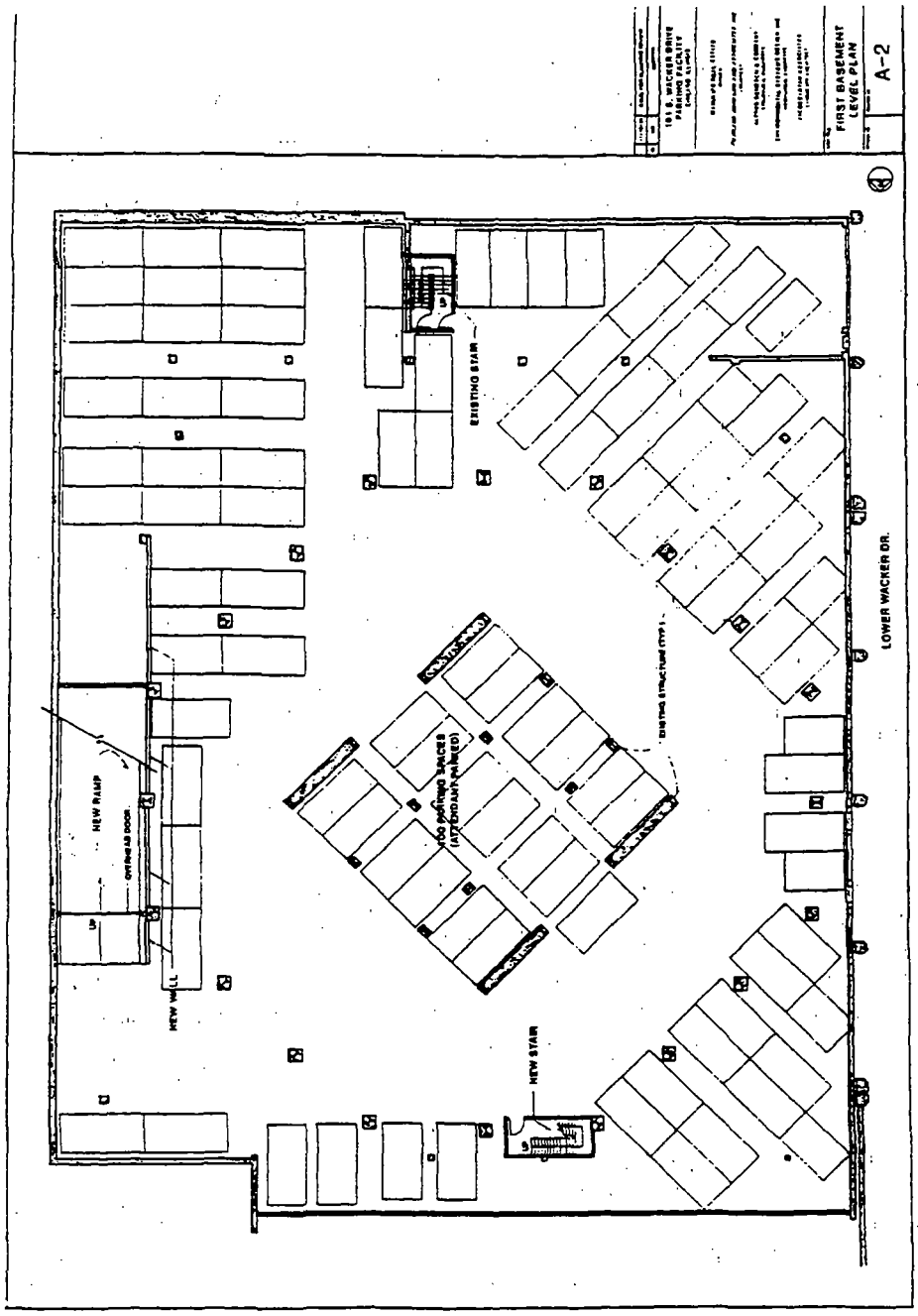
Existing Land-Use Map.



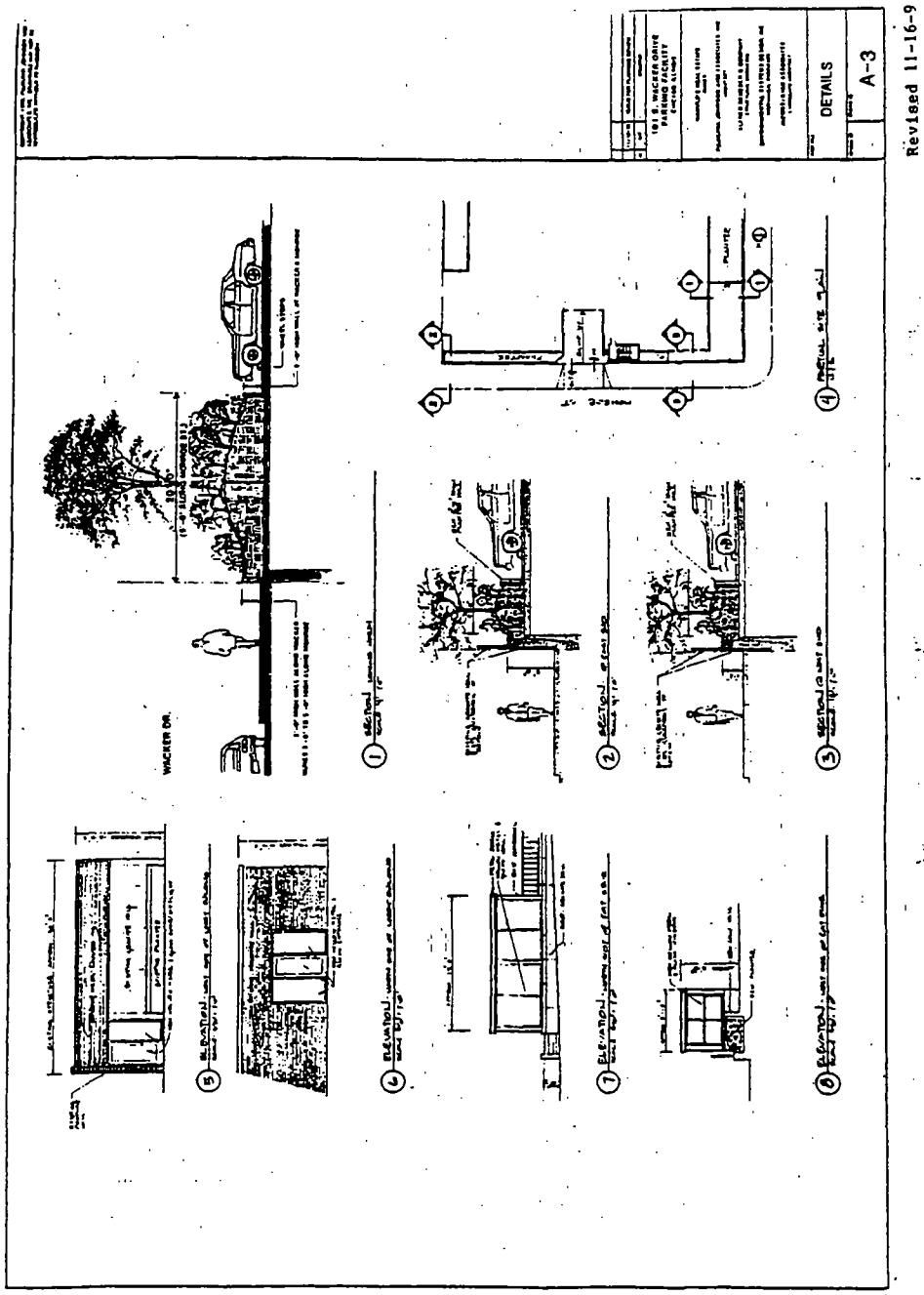
Site/Landscape Plan.



First Basement Level Plan



Landscaping Cross-Section Plans And Building Elevations



(Continued from page 16148)

West Cullerton Street; a line 75 feet east of and parallel to South Morgan Street; a line 120.8 feet south of and parallel to West Cullerton Street; and South Morgan Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 4-G in the area bounded by:

West Cullerton Street; a line 224.48 feet east of and parallel to South Morgan Street; a line 120.8 feet south of and parallel to West Cullerton Street; and a line 75 feet east of and parallel to South Morgan Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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. 4-G in the area bounded by:

a line 354.3 feet south of and parallel to West 19th Street; South Racine Avenue; a line 378.3 feet south of and parallel to West 19th Street; and the public alley next west of and parallel to South 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 4-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 4-H in the area bounded by:

> the public alley next north of and parallel to West Cermak Road; a line 351.5 feet east of and parallel to South Damen Avenue; West Cermak Road; and a line 326.5 feet east of and parallel to South Damen Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 4-H in the area bounded by:

> the public alley next north of and parallel to West Cermak Road; a line 125 feet east of and parallel to South Hoyne Avenue; West Cermak Road; and a line 100 feet east of and parallel to South Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 4-H in the area bounded by:

> the public alley next south of and parallel to West Cullerton Street; South Hoyne Avenue; West 21st Street; and a line 198.6 feet west of and parallel to South Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 4-H in the area bounded by:

> West 17th Street; South Paulina Street; a line 25 feet south of and parallel to West 17th Street; and a line 96.8 feet west of and parallel to South Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 4-H in the area bounded by:

> West 21st Street; a line 301.2 feet east of and parallel to South Oakley Avenue; the public alley next south of and parallel to West 21st Street; and a line 276.2 feet east of and parallel to South Oakley Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

> the alley next north of West Bloomingdale Avenue; North Honore Street; a line 25 feet north of West Bloomingdale Avenue; and the alley next west of North Honore Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District and B1-1 Local Retail

District symbols and indications as shown on Map No. 6-J in the area bounded by:

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

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 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

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

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 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:

West Wrightwood Avenue; a line 200 feet west of North Marshfield Avenue; the alley next south of West Wrightwood Avenue; and a line 250 feet west of North Marshfield Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 10-H in the area bounded by:

a line 300 feet south of West 43rd Street; South Ashland Avenue; a line 350 feet south of West 43rd Street; and the alley next west of and parallel to South Ashland Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in the area bounded by:

a line 159 feet south of and parallel to West 51st Street; the alley next east of South Rutherford Avenue; a line 184 feet south of and parallel to West 51st Street; and South Rutherford Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 15-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 C2-2 General Commercial District symbols and indications as shown on Map No. 15-H in the area bounded by:

> West Glenlake Avenue; North Ashland Avenue; West Peterson Avenue; the alley next west of and parallel to North Clark Street; the alley next north of and parallel to West Peterson Avenue; the alley next east of and parallel to North Paulina Street; a line 265 feet south of West Glenlake Avenue; and a line 117 feet west of North Clark Street,

to those of a B3-2 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 22-H in the area bounded by:

> a line 413 feet south of West 91st Street; and the alley next east of and parallel to South Western Avenue; West 94th Street; and South Western Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 22-H in the area bounded by:

> a line 219.55 feet south of West 94th Street; South Claremont Avenue; a line 126 feet north of West 95th Street; and a line 132 feet east of and parallel to South Western Avenue,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Numbers 22-H And 24-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 B4-1 and B4-2 Restricted Service District and B3-1 General Retail District symbols and indications as shown on Map Nos. 22-H and 24-H in the area bounded by:

> a line 126 feet north of West 95th Street; South Leavitt Street; the alley next north of and parallel to West 95th Street; South Hoyne Avenue; the alley next north of and parallel to West 95th Street; South Damen Avenue; a line 86 feet north of West 95th Street; a line 160 feet west of South Pleasant Avenue; a line 36 feet north of West 95th Street; South

Pleasant Avenue; a line 86 feet north of West 95th Street; the easterly right-of-way line of the C.R.I. & P. Railway; a line 126 feet north of West 95th Street; South Vanderpoel Avenue; a line 86 feet north of West 95th Street; a line 175 feet east of South Vanderpoel Avenue; the alley next north of and parallel to West 95th Street; South Charles Street; West 95th Street; South Vanderpoel Avenue; the alley next south of and parallel to West 95th Street; South Wood Street; a line 438 feet south of West 95th Street; a line 180.46 feet east of South Longwood Drive; a line 180.71 feet south of West 95th Street; South Longwood Drive; a line 145 feet south of West 95th Street; South Damen Avenue; the alley next south of and parallel to West 95th Street; and South Claremont Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single-Family Residence District symbols and indications as shown on Map No. 26-H in the area bounded by:

West 107th Street; a line 30 feet east of and parallel to South Bell Avenue; a line 105 feet south of and parallel to West 107th Street; and South Bell 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 32-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 32-B in the area bounded by:

East 131st Street; South Baltimore Avenue; the public alley next south of and parallel to East 131st Street; the public alley next west of and parallel to South Baltimore Avenue; East 132nd Street; and South Houston Avenue,

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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Fifteen students from DePaul University, accompanied by their instructor, Mr. Mark Enenbach;

Twenty-eight fifth grade students from Clinton Elementary School, accompanied by their instructor, Mr. Bob Erlenbaugh;

Twenty student council members from O'Keefe Elementary School, accompanied by their instructor, Ms. Cassandra Barnes; and

Twelve safety council students from Michele Clark Middle School, accompanied by their instructor, Ms. Elizabeth Canna.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the seventh (7th) day of February, 1996 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the sixth (6th) day of March, 1996 at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, March 6, 1996 at 10:00 A.M., in the Council Chambers in City Hall.

James J. Laski

JAMES J. LASKI,
City Clerk.