

(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**

Reconvened Session -- Wednesday, January 14, 1998

at 10:00 A.M.

of Regular Meeting Held on Wednesday, January 7, 1998

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Reconvened Session.

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

Absent -- Aldermen Buchanan, Mell, Shiller.

Session Resumed After Recess.

On Wednesday, January 14, 1998 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 43.

Quorum present.

Invocation.

Minister Donald Meeks of Monument of Faith Church opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE
MR. ARNOLD MIRELES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Arnold Mireles.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the tragic and untimely death of Arnold Mireles; and

WHEREAS, A community activist and champion of goodwill, Arnold Mireles dedicated his life to helping others; and

WHEREAS, During his too brief life, Mr. Mireles was engaged in a tireless fight to rebuild his South Chicago community; and

WHEREAS, As a volunteer in the Chicago Police Department's community policing program, Mr. Mireles served as a liaison between police officers and neighborhood residents; and

WHEREAS, As a volunteer court advocate, Mr. Mireles monitored the progress of cases of concern to his community and gave support to victims testifying against gang members and other violent offenders; and

WHEREAS, Arnold Mireles took photographs of dilapidated buildings and used them in housing court as proof against negligent landlords; and

WHEREAS, As a result of the efforts of Arnold Mireles, several blighted and abandoned buildings have been torn down and today the site of one of those buildings serves as a community garden; and

WHEREAS, Mr. Mireles tutored children after school, organized block parties and worked with the Juan Diego Center; and

WHEREAS, These are just a few examples of the many humanitarian efforts that Arnold Mireles gave his time and talents to; and

WHEREAS, Arnold Mireles leaves behind a legacy of commitment, involvement and a belief that people can make a difference which we can best honor with our own community involvement; and

WHEREAS, Arnold Mireles is survived by his father, Jose; his mother, Guadalupe; his sisters, Sonia and Evelyn; and his brothers, David, James and Albert; and

WHEREAS, Although Arnold Mireles will be greatly missed by his family, friends and neighbors, his memory will live in their hearts forever; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby honor Arnold Mireles for his life, work and sacrifice and express our deepest sympathy to his family and friends; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Arnold Mireles as tokens of our esteem and admiration.

On motion of Alderman Burke, seconded by Aldermen Granato, Beavers, Dixon, Shaw, Jones, Coleman, Solis, E. Smith, Wojcik, Suarez, Colom and M. Smith, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of Mr. Arnold Mireles. Remembering him as an individual uniquely and completely attuned to the south-east side of Chicago, Mayor Daley lauded Mr. Mireles for his abiding commitment to resolving the ills of his community. Speaking directly to the Mireles family, Mayor Daley then declared that true heroes are not those who achieve notoriety in such endeavors as sports or film but are individuals like Arnold Mireles who gave his life in the service of his fellow Chicagoans.

Rules Suspended -- TRIBUTE TO LATE
MRS. MARY PASCENTE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Mary Pascente.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

WHEREAS, Almighty God in his infinite wisdom and mercy called Mary P. Pascente from this life on December 20, 1997, at the age of seventy-eight; and

WHEREAS, Mrs. Pascente devoted her adult life to assisting those in need, and to building relationships that forge strong urban communities; and

WHEREAS, Mrs. Pascente's involvement in community affairs began when she became president of the McLearen School Mother's Club, helping to develop parental support for and involvement in the education of children; and

WHEREAS, In 1965, Mrs. Pascente joined the Chicago Committee on Urban Opportunity, which later became the Model Cities Program. There she helped recent immigrants adjust to life in Chicago; and

WHEREAS, During the development of the University of Illinois at Chicago, Mrs. Pascente became active in the Near West Side Community Committee, helping residents who were displaced by the development; and

WHEREAS, In 1976, Mrs. Pascente took on the task of building constructive police-community relations. She became coordinator of the beat representative program in the 12th Police District, and created a program to establish personal contact between neighborhood residents and police on the beat. Her program became a model for the Chicago Alternative Policing Strategy (C.A.P.S.) community policing initiative; and

WHEREAS, Mrs. Pascente's tireless devotion to the service of her community earned her numerous awards and accolades, including the Italian American Civic Association's Impresa award in 1994; and

WHEREAS, Mrs. Pascente is survived by her husband, Carmen; her sons, Ronald and Donald; a sister; five grandchildren; and a great-grandchild; and

WHEREAS, All Chicagoans have benefitted from the generosity and dedication of this great lady; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby honor the life of Mary P. Pascente, and we express our admiration and gratitude for her achievements in service to her community; and

Be It Further Resolved, That we extend our heartfelt condolences to Mrs. Pascente's family, and we join them in mourning their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mrs. Pascente's family as tokens of our esteem and admiration.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Richard M. Daley, Mayor, rose to extend condolences on behalf of his own family and the people of Chicago to the family of Mrs. Mary P. Pascente. Drawing upon his long association with the Pascente family, extending from his tenure as State's Attorney, Mayor Daley remembered Mary Pascente as an individual totally dedicated to the west-side community of her birth. Mary Pascente was an activist who tirelessly labored on behalf of the residents of her area, the Mayor continued, and who through the development of the University of Illinois at Chicago, realized her dream of the establishment of a public institution of higher learning to enhance the life opportunities of the young people of Chicago.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF ELECTRICAL COMMISSION.

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

1/14/98

COMMUNICATIONS, ETC.

59511

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Electrical Commission:

Harry Ohde, to succeed Raymond J. Klecka, who has retired; Thomas L. Adams to succeed William Stalker; William Bonaparte, Jr., to succeed Rufus Taylor, deceased; and Asif U. Rahman.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. EILEEN T. CORCORAN
AS MEMBER OF BOARD OF ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- I have reappointed Eileen T. Corcoran as a member of the Board of Ethics for a term expiring July 31, 2001.

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 COMMUNITY DEVELOPMENT
COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

1/14/98

COMMUNICATIONS, ETC.

59513

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Community Development Commission for the terms indicated:

Term expiring February 26, 2000:

Jonathan Stein;

Term expiring February 26, 2001:

Andy Mooney, Miduel D'Escoto, to succeed Jonathan Kleinbard, who has resigned;

Term expiring February 26, 2002:

Alphonse Guajardo;

Term expiring February 26, 2003:

Leroy Kennedy.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF BOARD OF DIRECTORS OF REGIONAL
TRANSPORTATION AUTHORITY.

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

communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- I have reappointed Armando Gomez, Sr., Thomas H. Reece and Reverend Addie L. Wyatt as members of the Board of Directors of the Regional Transportation Authority for terms expiring July 1, 2002.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- APPOINTMENT OF MS. PEGGY ROTH AS
MEMBER OF ILLINOIS SPORTS FACILITIES
AUTHORITY.

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

1/14/98

COMMUNICATIONS, ETC.

59515

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- I have appointed Peggy Roth as a member of the Illinois Sports Facilities Authority for a term expiring July 1, 2000.

This communication is for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 3, CHAPTER 70, SECTION 020
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD
AUTHORIZE TECHNICAL CORRECTION TO
CHICAGO TELECOMMUNICATIONS
TAX ORDINANCE.

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

January 14, 1998.

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 a technical correction to Section 3-70-020 of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 3 AND 9
OF MUNICIPAL CODE OF CHICAGO WHICH
WOULD ESTABLISH REQUIREMENTS
APPLICABLE TO RESIDENTIAL
PERMIT PARKING 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 Traffic Control and Safety:*

1/14/98

COMMUNICATIONS, ETC.

59517

OFFICE OF THE MAYOR
CITY OF CHICAGO.

January 14, 1998.

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 amending requirements applicable to the residential permit parking program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 9, CHAPTERS 64 AND 68
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD
ESTABLISH REQUIREMENTS APPLICABLE TO
RESIDENTIAL PARKING PROGRAM FOR
PERSONS WITH DISABILITIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Mayor's Office for People with Disabilities, I transmit herewith an ordinance amending requirements applicable to the residential parking program for persons with disabilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 8 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SECTION 515 WHICH WOULD ESTABLISH
PENALTIES FOR ILLEGAL SOLICITATION
ON PUBLIC WAY.

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

1/14/98

COMMUNICATIONS, ETC.

59519

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance establishing penalties for illegal solicitation in the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE
OF CHICAGO (CHICAGO ZONING ORDINANCE)
WHICH WOULD ESTABLISH RIVER
EDGE SETBACK STANDARDS
AND REQUIREMENTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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 amending the zoning ordinance relating to river setback requirements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TAX ABATEMENTS
WITH RESPECT TO CERTAIN LONG-TERM
BONDS AND NOTES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

1/14/98

COMMUNICATIONS, ETC.

59521

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith five ordinances authorizing tax abatements with respect to certain long-term bonds and notes.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR INDUSTRIAL RETENTION AND
EXPANSION LOAN FOR RENSEL-CHICAGO, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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 an industrial retention and expansion loan for Rensel-Chicago, Inc. in the amount of \$425,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred – AUTHORIZATION FOR EXECUTION OF CERTAIN
AGREEMENTS IN CONNECTION WITH SECTION
108 LOAN GUARANTEES.

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

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Acting Budget Director, I transmit herewith an ordinance authorizing the execution of certain agreements in connection with Section 108 loan guarantees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/14/98

COMMUNICATIONS, ETC.

59523

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR KINZIE INDUSTRIAL
CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances relating to creation of a T.I.F. district within the Kinzie Industrial Conservation Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR NORTH BRANCH
REDEVELOPMENT PROJECT
AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances relating to creation of a T.I.F. district in the North Branch Redevelopment Project Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/14/98

COMMUNICATIONS, ETC.

59525

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR ROOSEVELT/CICERO
REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances relating to creation of a T.I.F. district in the Roosevelt/Cicero Redevelopment Project Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT
AREA AND ADOPTION OF TAX INCREMENT
ALLOCATION FINANCING FOR WEST
PULLMAN INDUSTRIAL PARK
CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances relating to creation of a T.I.F. district in the West Pullman Industrial Park Conservation Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/14/98

COMMUNICATIONS, ETC.

59527

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR WESTERN/OGDEN
REDEVELOPMENT PROJECT
AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances relating to creation of a T.I.F. district in the Western/Ogden Redevelopment Project Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DETERMINATION OF ALLOWABLE INVESTMENTS
WITH RESPECT TO OUTSTANDING GENERAL
AIRPORT REVENUE BONDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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 two ordinances concerning allowable investments with respect to outstanding general airport revenue bonds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/14/98

COMMUNICATIONS, ETC.

59529

Referred -- AMENDMENT OF REGULATIONS GOVERNING
ADMINISTRATION OF CLASSIFICATION PLAN AND
EMPLOYEE BENEFITS FOR CLASSIFIED
POSITIONS AS SET FORTH IN ANNUAL
APPROPRIATION ORDINANCE FOR
AUTOMOBILE ALLOWANCE AND
SICK LEAVE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Acting Budget Director, I transmit herewith a resolution amending the salary resolution.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXPANSION OF CITY BLOCKS 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 the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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 ordinance relating to the City Blocks Program.

Your favorable consideration of these ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPENDITURE OF MOTOR
FUEL TAX FUNDS FOR VARIOUS PROJECTS
DURING YEAR 1998.

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

1/14/98

COMMUNICATIONS, ETC.

59531

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Acting Budget Director, I transmit herewith ten ordinances authorizing the expenditure of Motor Fuel Tax funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACCEPTANCE
OF FEDERAL GRANT FUNDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Acting Budget Director, I transmit herewith an ordinance authorizing the acceptance of various grants.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDMENT NUMBER 5
TO CLYBOURN/OGDEN REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

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

1/14/98

COMMUNICATIONS, ETC.

59533

and Development, I transmit herewith an ordinance authorizing Amendment Number 5 to the Clybourn/Ogden Redevelopment Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF PROPERTY TO HOME
OF LIFE COMMUNITY DEVELOPMENT CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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 sale of property to Home of Life Community Development Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SALE OF PROPERTY TO QUALIFIED PARTICIPANTS
UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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 four ordinances relating to the sale of property in connection with the Chicago Abandoned Property Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

1/14/98

COMMUNICATIONS, ETC.

59535

Referred -- APPROVAL OF SALE OF PARCEL IN 63RD STONY ISLAND
REDEVELOPMENT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of parcel in the 63rd Stony Island Redevelopment Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF FILLMORE REDEVELOPMENT L.L.C.
AS DEVELOPER FOR VACANT PARCELS WITHIN
FILLMORE-GRENSHAW PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1998.

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 designating Fillmore Redevelopment L.L.C. as developer for thirty-four vacant parcels within the Fillmore-Grenshaw Project Area.

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 -- OATH OF OFFICE OF MR. JAMES F. NOLAN.

The oath of office of Mr. James F. Nolan as a trustee of the Firemen's Annuity and Benefit Fund, which was *Placed on File.*

1/14/98

COMMUNICATIONS, ETC.

59537

Placed On File -- APPROVAL BY FEDERAL AVIATION ADMINISTRATION
OF AMENDMENT OF PASSENGER FACILITY CHARGE PROGRAM
AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A communication from Mr. Daryl McNabb, Passenger Facility Charge Director, Department of Aviation, under date of January 6, 1998, transmitting an approval by the Federal Aviation Administration regarding modifications of the provisions of the Passenger Facility Charge Program at Chicago O'Hare International Airport, which was *Placed on File*.

Placed On File -- REVISED REDEVELOPMENT PLAN AND PROJECT
FOR PROPOSED WEST PULLMAN INDUSTRIAL PARK
CONSERVATION AREA.

A communication from Ms. Linda Popovich Nicastro, Assistant Corporation Counsel, under date of January 13, 1998, transmitting the revised redevelopment plan for the proposed West Pullman Industrial Park Conservation Area together with a Notice of Corrections of the Plan, 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 December 10, 1997 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 January 7, 1998 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 December 10, 1997, 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.

PUBLICATION OF SPECIAL PAMPHLETS.

*Authorization For Issuance Of City Of Chicago General Obligation
Bonds, Project And Refunding Series 1998 And Levy
And Collection Of Direct Annual Tax.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago General Obligation Bonds, Project and Refunding Series 1998 and Levy and Collection of Direct Annual Tax which was considered by the City Council on December 10, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on January 7, 1998, by being printed in full text in a special pamphlet, 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.

*Authorization For Issuance Of City Of Chicago General Obligation
Tender Notes For Funding Of Corporate Fund And Acquisition
Of Capital Equipment.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago General Obligation Tender Notes for Funding of Corporate Fund and Acquisition of Capital Equipment which was considered by the City Council on December 10, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on January 7, 1998, by being printed in full text in a special pamphlet, 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.

*Authorization For Issuance Of Sales Tax
Revenue Bonds, Series 1998.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of Sales Tax Revenue Bonds, Series 1998 which was considered by the City Council on

December 10, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on January 7, 1998, by being printed in full text in a special pamphlet, 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.

*Authorization For Issuance Of Wastewater Transmission
Revenue Bonds, Refunding Series, 1998.*

The City Clerk informed the City Council that the ordinance authorizing the issuance of Wastewater Transmission Revenue Bonds, Refunding Series, 1998 which was considered by the City Council on December 10, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on January 7, 1998, by being printed in full text in a special pamphlet, published by authority of the City Council in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Ashland 3000 L.L.C. -- to classify as an M3-3 Heavy Manufacturing District instead

of a C4 Motor Freight Terminal District and to further classify as a Riveredge Planned Development instead of an M3-3 Heavy Manufacturing District the area shown on Map Number 6-H bounded by:

a line beginning at a point along the west line of South Ashland Avenue 1,175 feet south of the south dock line of the west fork of the south branch of the Chicago River and running south 88 degrees, 12 minutes, 53 seconds west, 956.03 feet to the point of curvature; thence southwesterly 349.59 feet along the arc of a circle convex to the northwest, having a radius of 445.10 feet and whose chord bears south 65 degrees, 42 minutes, 51 seconds west to a point of tangency; thence south 43 degrees, 12 minutes, 49 seconds west, 77.88 feet to a point of curvature; thence southwesterly 203.38 feet along the arc of a circle convex to the southeast, having a radius of 534.80 feet and whose chord bears south 54 degrees, 22 minutes, 34 seconds west, 207.07 feet to a point on the east line of the parcel of land conveyed to the State of Illinois by deed dated October 25, 1928 and recorded November 15, 1928 as Document Number 10206804; thence south 00 degrees, 09 minutes, 27 seconds west, 505.48 feet to a point of tangency; thence south 88 degrees, 25 minutes, 49 seconds east, 1,142.59 feet to point of tangency; thence north 68 degrees, 23 minutes, 27 seconds east, 379.11 feet to a point of tangency; thence north 1 degree, 32 minutes, 14 seconds west, 538.32 feet to a point of tangency; thence north 00 degrees, 14 minutes, 18 seconds west, 196.85 feet to the point of beginning.

Atlantis Development, Inc. -- to classify as a Residential Business Planned Development instead of a B7-5 General Central Business District the area shown on Map Number 1-F bounded by:

a point being the south line of the east/west public alley north of West Grand Avenue; the west line of North Franklin Street; the north line of West Grand Avenue; the east line of North Orleans Street to the point of beginning.

Belgravia Group Ltd. -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 7-G bounded on:

the north by West Diversey Parkway, the east by a line from a point 156.29 feet east of North Greenview Avenue south to a point 116.06 feet south of West Diversey Parkway; on the south by a line 156.29 feet west to North Greenview Avenue; and the west by North Greenview Avenue.

CA Development, Inc. -- to classify as an R4 General Residence District instead of an

M1-1 Restricted Manufacturing District and an R2 Single-Family Residence District and to further classify as a Residential Business Planned Development instead of an R4 General Residence District the area shown on Map Number 24-B bounded by:

a point being the west line of South Baltimore Avenue, the south line of East 97th Street running east for a distance of 116.33 feet; a line perpendicular to East 97th Street running south for a distance of 95.0 feet; thence a line south of and parallel to East 97th Street running east for a distance of 64.79 feet running to the west line of the railroad right-of-way; thence a line running southwest along the railroad right-of-way to a point 74.0 feet north of the north line of East 100th Street; thence a line north of and parallel to East 100th Street running west for a distance of 116.56 feet; thence a line parallel to South Commercial Avenue running north a distance of 30 feet; thence a line parallel to East 100th Street running west a distance of 20 feet, 0 inches; thence a line parallel to South Commercial Avenue running north for a distance of 570.15 feet to the south line of East 99th Street; thence the south line of East 99th Street running east until the east line of the 20 foot north/south public alley next east of South Commercial Avenue; thence the east line of the public alley east of South Commercial Avenue running north for a distance of 559.76 feet; thence a line parallel to East 98th Street running east to the east line of South Houston Avenue; thence a line running north to the south line of East 98th Street; thence the south line of East 98th Street running east for a distance of 61.00 feet; thence a line running north to the south line of the east/west alley next north of and parallel to East 98th Street; thence the south line of same east/west public alley running east for a distance of 97.50 feet to the east line of the north/south public alley next east of South Houston Avenue; thence the east line of the same public alley running north for a distance of 295.00 feet to the south line of the public alley next south of East 97th Street; thence the south line of same public alley running east for a distance of 138.50 feet to the west line of South Baltimore Avenue; thence the west line of South Baltimore Avenue running north 155.00 feet to the south line of East 97th Street being the point of beginning.

CA Development, Inc. -- to classify as an R4 General Residence District instead of a B4-1 Restricted Service District and an M1-1 Restricted Manufacturing District the area shown on Map Number 24-B bounded by:

a line 175.03 feet north of the north line of East 99th Street, running from the east line of South Commercial Avenue to the north/south alley next east of South Commercial Avenue; the north/south alley east of and parallel to the east line of South Commercial Avenue; the north line of East 99th Street; the west line of South Commercial Avenue; running north for a distance of 175.03 feet to the point of beginning; and the area encompassed by the south line of East 99th Street; a line 105 feet east of the east line of South Commercial Avenue running south for

a distance of 570.27 feet; a line running east and parallel to the north line of East 100th Boulevard for a distance of 20 feet; a line running south and parallel to the east line of South Commercial Avenue for a distance of 30 feet; a line running west to the east line of South Commercial Avenue; and the east line of South Commercial Avenue running north for a distance of 600.28 feet to the point of beginning.

Mr. Michael Ciserella -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 5-G bounded by:

a line 25 feet south of West Belden Avenue; the alley next east of North Janssen Avenue; a line 50 feet south of West Belden Avenue; and North Janssen Avenue.

CMK Development, L.L.C. -- to classify as an R5 General Residence District instead of a C2-4 General Commercial District the area shown on Map Number 4-E bounded by:

a point being a line 80.213 feet south of the south line of East 18th Street; the west line of South Michigan Avenue; a line 237.56 feet south of the south line of East 18th Street; and the east line of the north/south alley west of South Michigan Avenue to the point of beginning.

Deborah's Place -- to classify as a B4-3 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 2-I bounded by:

the public alley next north of and parallel to West Jackson Boulevard; the public alley next west of and parallel to South California Avenue; a line 58.70 feet north of and parallel to West Jackson Boulevard; South California Avenue; West Jackson Boulevard; and the public alley next east of and parallel to South Francisco Avenue.

Frances Fabrizio -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 10-L bounded by:

the public alley next north of and parallel to West 47th Street (or a line 125 feet north of and parallel to West 47th Street); South LaCrosse Avenue; West 47th Street; and South Lamon Avenue.

Ms. Brendan Giblin, Mr. Michael Giblin, Mr. Michael Cordan and Ms. Maria Cordan Gertos -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 8 -G bounded by:

a 16 foot alley which is next south of and parallel to West 31st Street; a line which is 189 feet east of and parallel to South Benson Street; West 31st Place; and a 16 foot vacated alley next east of and parallel to South Benson Street.

Mr. Timothy Glascott -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 11-G bounded by:

a point being the south line of the alley north of and parallel to West Berteau Avenue; the west line of North Clark Street; the north line of West Berteau Avenue; and a line 65.09 feet west of the intersection of North Clark Street and West Berteau Avenue, running north of and perpendicular to West Berteau Avenue for 125.0 feet to the point of beginning.

Mr. Zbigniew Grot -- to classify as a C2-3 General Commercial District instead of Planned Manufacturing District Number 3 and to further classify as a Riveredge-Commercial Planned Development instead of a C2-3 Restricted Commercial District the area shown on Map Number 3-G bounded by:

West Division Street; North Branch Street; a line from a point 200 feet south of West Division Street as measured at the westerly right-of-way line of North Branch Street, to a point, 325 feet west of North Branch Street and 289.43 feet south of West Division Street as measured at the easterly dock line of the north branch of the Chicago River; and the easterly dock line of the north branch of the Chicago River.

LB Development and Construction Corporation -- to classify as an R5 General Residential District instead of an M1-2 Restricted Manufacturing District the areas shown on Map Number 5-H bounded by:

the alley next north of and parallel to West Wabansia Avenue; a line 457 feet east of North Western Avenue; West Wabansia Avenue; and the alley next east of and parallel to North Western Avenue.

Luis V. and Soraida Gutierrez -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 5-H bounded by:

the alley next north of and parallel to West Wabansia Avenue; North Winchester Avenue; West Wabansia Avenue; and a line 24.20 feet west of North Winchester Avenue.

Shehdeh Adu Khalil, in care of John J. Pikarski, Jr. -- to classify as a C2-1 Restricted Commercial District instead of a B2-1 Restricted Retail District the area shown on Map Number 14-K bounded by:

West 55th Street; South Kostner Avenue; the alley next south of West 55th Street; and a line 159.13 feet west of and parallel to South Kostner Avenue.

Mr. Sean R. Kelly, in care of Mr. John J. Pikarski, Jr. -- to classify as a C2-3 General Commercial District instead of a B2-3 Restricted Retail District the area shown on Map Number 19-G bounded by:

the alley next north of West Jarvis Avenue; a line 175 feet west of and parallel to North Greenview Avenue; West Jarvis Avenue; and the Chicago Transit Authority right-of-way.

Carmen Pacella -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 6-G bounded by:

a line 126.50 feet north of and parallel to West 31st Street, as measured at the westerly right-of-way line of South Haynes Court; South Haynes Court; West 31st Street; and a line 34.33 feet west of South Haynes Court.

Park National Bank and Trust of Chicago, as Trustee, under Trust Number 10195, in care of Mr. James J. Banks -- to classify as a B2-2 Restricted Retail District instead of an R3 General Residence District the area shown on Map Number 7-J bounded by:

North Allen Avenue; North Kimball Avenue; and a line 95.27 feet southwesterly of the intersection of North Kimball Avenue and North Allen Avenue, as measured at the easterly line of North Allen Avenue and perpendicular thereto.

Park National Bank and Trust Company of Chicago, as Trustee, under Trust Number 10196 -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 11-L bounded by:

the alley next north of and parallel to West Irving Park Road; a line 152.31 feet west of North Laramie Avenue; West Irving Park Road; and a line 202.31 feet west of North Laramie Avenue.

Mr. Rick J. Schmitz -- to classify as a C1-2 Restricted Commercial District instead of a B3-2 General Retail District the area shown on Map Number 7-J bounded by:

the alley next northeasterly of and parallel to North Milwaukee Avenue; a line 50 feet southeasterly of and parallel to North Gresham Avenue; North Milwaukee Avenue; and North Gresham Avenue.

Ms. Patricia M. Seiden, in care of Mr. John J. Pikarski, Jr. -- to classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map Number 3-I bounded by:

the alley next north of West Chicago Avenue; North Fairfield Avenue; West Chicago Avenue; and a line 25.2 feet west of and parallel to North Fairfield Avenue.

Mr. Jesus Sierra and Ms. Miriam Sierra, in care of Mr. James J. Banks -- to classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 5-J bounded by:

the alley next north of and parallel to West North Avenue; a line 49.24 feet east of and parallel to North Hamlin Avenue; West North Avenue; and North Hamlin Avenue.

Chris Spina -- to classify as a C1-2 Restricted Commercial District instead of an M2-2 General Manufacturing District the area shown on Map Number 1-G bounded by:

West Grand Avenue; a line 140 feet west of North Racine Avenue; the alley next south of and parallel to West Grand Avenue; and a line 164 feet west of North Racine Avenue.

Mr. Richard Wineberg -- to classify as a B2-2 Restricted Retail District instead of a B3-2 General Retail District the area shown on Map Number 11-H bounded by:

a point on the east line of North Lincoln Avenue, 80 feet north of the north line of West Warner Avenue, a line running northeast and perpendicular to the east line of North Lincoln Avenue 125 feet; the west line of the north/south public alley next east of and parallel to North Lincoln Avenue running southeast along said alley for a distance of 64.1 feet, thence south 61.2 feet to the north line of West Warner Avenue; the north line of West Warner Avenue until it intersects with the east line of North Lincoln Avenue; the east line of North Lincoln Avenue to the point of beginning; thence the south line of West Warner Avenue; thence the west line of the north/south alley next east of and running parallel to North Lincoln Avenue running south from the south line of West Warner Avenue for a distance of 40.10 feet; thence a line running southwest and perpendicular to the east line of North Lincoln Avenue running to the east line of North Lincoln Avenue; and thence the east line of North Lincoln Avenue running north to the point of beginning.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Insurance Company (8) Sanjiv Chadha, Richard Hencinski, Ulester Mims, Stefania Sennicki, Ethelene E. Simon, Carmen Soto, Crystal Ward Tompkins and Christopher Walkowiak, American Ambassador Casualty Company and Edonna E. Brazzle, American Recovery Systems (2) Allen Glickman and Kathy Krawiec, Amine Abdul;

Babicz Ursula, Banks Ruth, Barrera Doris, Bartole Joan, Beacham Beatrice, Braxton Robert Jr., Brown Bennie A., Burgess Evelyn;

Chavarria Antonio, Christian Terence A., Coatings and Chemicals Corporation (2), Cohen Edward P.;

Davis Willie, Dobija Shannon M., Donley Rita K., Dourtha Donner and Lee O., Dowling Kathleen J., Downey William E.;

Fareed Marilyn M., Farmers Insurance Company and Vic Gonzales, Fireman's Fund Insurance Company and Paul and Deborah Keane, Flanagan Anne W., Frazier Doris, Frettilio Vito;

Galica Zbigniew, Garcia Myrna I., Garrett Monah M., GEICO Insurance Company and Rhonda Miller, Gipson Clarence E., Griggs Larry A.;

Haack Peter J., Hall Ivanhoe H. Jr., Harbin David A., Harris Revo, Harris Sheri L., Hartford Insurance Company (2) Seritha Stidhum and Ralph Valente, Hickman Clarissa L., Hudson Kimberly A.;

Idoko Emmanuel M., Interstate Bankers Casualty Company and Melissa Luna;

Johnson Alfonsa, Johnson Clancy M. Jr., Jones Dorothy, Jones Richard E.;

Kim Chae W., King Mary J., Kopkowski Joan L.;

Lambrecht Lynette L., Lara Ricardo, Lara Tochor and Nicole, Lee Maxine, Lightford Berta C., Lucky Judi A., Lukasiewicz Helena;

Martinovic Mladen, Mallett Annie, Mason Bernadette A., McClendon Lee Irma, McCullum Charles D., McKamey Andra S., Melton Truck Lines Inc. and Franklin Keel, Mirabella Frank L., Mitchell Michael A., Moore Albert C., Morua Andrew, Mullarkey Patrick J.;

National Waste Service, Inc., Nationwide Insurance and Spirithon Kollias, Nguyen Lillian T., Nisivaco Thomas, Nowakowski David T.;

Ortega Janet, Ortiz Jose D., Osborne Callie, Ouzounian Lisa A.;

Pacheco Francisco, Passley Floyd, Payne John R., Payton Charles and Minnie, Pena Ivan, The Peoples Gas Light and Coke Company (42), Pobloske Beth A., Pope Rose;

Ramirez Raymond W., Rebernak Igor, Rush-Atkins Sandra F.;

Safeco Insurance Company (2) Joe Cavalier and Maureen Shelock and Dennis and Pamela G. Betti, Sagun Melvin R., St. Paul Insurance Company and Antonio and Agata Maiorana, Salazar Sergio, Schaefer Charloette Doris, Scott Diane, Self Maurice A., Setti Christopher J., Sharon Itzhak I., Simone Richard T., Sipich Joan G., Smith Bennie III, State Farm Insurance Company (6) Rose Berillo, Bertha Coleman, Santo Fallico, Elizabeth McAnany, Paul Redmond, Brian and Terri A. Voyles, Steward Karyn L., Stewart Leo J., Suggs-Walker Linda J., Swain Tina A., Swayze Kenneth, Swisher Ben R.;

Terrell James, Toppel Leonard F., Tovar Tiwana F., Traveler's Property Casualty and Nils and Sara Pederson, Travis Nicole Y., Truhlar Ron G.;

Universal Casualty Insurance and Teneaha Roberts, Urbina Victoria;

Verwey Wendy S.;

Wallace Shartel S., West Bend Mutual Insurance Company and Coppes Napanee, Inc., White Rodney Sr., Williams Alfred D., Williams Raymond, Williams Steve R., Williams Susie A., Winters Rocell J., Wu Qun Li;

Yip Leo;

Zalewski John.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF
STATE STREET MALL COMMISSION (SPECIAL SERVICE
AREA NUMBER 1).

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication reappointing Thomas J. Klutznick, Brent G. Minor and Daniel J. Skoda as members of the State Street Mall Commission (Special Service Area Number 1), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was Concurred *In* and

the said proposed reappointments of Mr. Thomas J. Klutznick, Mr. Brent G. Minor and Mr. Daniel J. Skoda as members of the State Street Mall Commission (Special Service Area Number 1) were *Approved* by yeas and nays as follows:

Yeas – Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays – None.

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

APPOINTMENT OF MR. DON TURNER AS MEMBER OF
PUBLIC BUILDING COMMISSION OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing Don Turner as 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 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. Don Turner as a member of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas – Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays – None.

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

DESIGNATION OF FINANCIAL INSTITUTIONS AS MUNICIPAL
DEPOSITORIES FOR CITY OF CHICAGO AND CHICAGO
BOARD OF EDUCATION FUNDS.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of thirty-one financial institutions as Municipal Depositories for the City of Chicago and the Chicago Board of Education, 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.

Alderman Edward M. Burke abstained from voting pursuant to Rule 14.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Alderman Burke disclosed that he has had business relationships with several of the financial institutions to be designated legal depositories and was excused from voting by the City Council under the provisions of Rule 14 of its Rules of Order.

The following is said ordinance as passed:

WHEREAS, On June 9, 1997, the City Comptroller advertised for bids from national and state banks and federal and state savings and loan associations for interest upon the funds of the City of Chicago and the Chicago Board of Education to be deposited in banks and savings and loan associations, in accordance with Chapter 2, Section 2-32-400 of the Municipal Code of Chicago; and

WHEREAS, On July 15, 1997, the City Comptroller received bids from financial institutions seeking to be designated as municipal depositories, and subsequently, determined that thirty-one (31) bidders eligible to be so designated; and

WHEREAS, Pursuant to Chapter 2, Section 2-32-400 of the the Municipal Code of Chicago, the City Comptroller is required to report such bids to the City Council to the end that an award or awards may be made upon such bids before the beginning of each fiscal year; now, therefore,

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

SECTION 1. That the following regularly established national and state banks and savings and loan associations, pursuant to an advertisement required by the Municipal Code of Chicago, have applied to become municipal depositories of the City of Chicago and Chicago Board of Education for the purpose of holding and paying interest on municipal deposits, and that each financial institution has satisfactory filed with the City Comptroller the information required by Chapter 2, Sections 2-32-430, 2-32-440 and 2-32-445 of the Municipal Code of Chicago:

Albany Bank & Trust Company

Amalgamated Bank of Chicago

American National Bank & Trust Company

Argo Federal Savings Bank

Associated Bank

Bank of America NT & SA

Beverly Bank

Chicago City Bank & Trust Company

Citibank, F.S.B.

Cole Taylor Bank

Community Bank of Lawndale

Community Bank of Ravenswood

First Bank N.A.

First Commercial Bank

First National Bank of Chicago

First National Bank of Evergreen Park

Harris Trust and Savings Bank

Highland Community Bank

Hyde Park Bank & Trust Company

Lakeside Bank

LaSalle National Bank

LaSalle Bank NI

Marquette National Bank

Metropolitan Bank & Trust Company

Northern Trust Company

Pan American Bank

Parkway Bank & Trust Company

Seaway National Bank of Chicago

South Central Bank and Trust Company

South Shore Bank of Chicago

University National Bank

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositories for City of Chicago and Chicago Board of Education monies for fiscal year 1998 and the Treasurer of the City of Chicago may deposit monies received by the Treasurer's Office in any of these institutions in accordance with Chapter 2, Sections 2-32-470, 2-32-480 and 2-32-490 of the Municipal Code of Chicago.

SECTION 3. This ordinance shall be effective from and after its passage.

AUTHORIZATION FOR USE OF 1998 UNUSED PRIVATE
ACTIVITY BOND VOLUME CAP FOR IMPLEMENTATION
OF CITY'S SINGLE-FAMILY MORTGAGE CREDIT
CERTIFICATE PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the conversion of the 1998 Private Activity Volume Cap for use under the City's Mortgage Credit Certificate Program in the amount of \$50,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the borders of the City of Chicago (the "City") a recognized need for decent, safe, sanitary and well structured and maintained housing which persons of moderate-income can afford; and

WHEREAS, The United States government has authorized the several states and their city with political subdivisions to issue mortgage credit certificates (the "Certificates") pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "Code"), which entitle qualifying individuals to a credit against their individual federal income tax, in lieu of qualified mortgage bonds as defined in Section 143(a) of the Code ("Qualified Mortgage Bonds"); and

WHEREAS, The City is a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois, and constitutes a constitutional home rule in the meaning of Section 146 (d)(3)(C) of the Code; and in furtherance of its home rule powers, the City hereby finds and determines that it is necessary and desirable and will provide for and promote the public health, safety and welfare of the citizens of the City to establish and implement a qualified mortgage credit certificate program and to issue Certificates; and

WHEREAS, To provide for the issuance of the Certificates it is necessary for the City to authorize the issuance of a form of Mortgage Credit Certificate Election of the City as more particularly described in Section 6 hereof (the "Election") and to approve and ratify the publication of a public notice relative to the issuance of the Certificates; now, therefore,

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

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

SECTION 2. Declaration Of Public Purpose. It is hereby determined that the purpose of this ordinance is to take steps designed to reduce the cost of financing for the acquisition, rehabilitation or improvement of principal residence housing located in the City, and to provide decent, safe and sanitary housing for qualifying persons of moderate income. It is further hereby determined that such principal residence ownership, rehabilitation and improvement will provide for and promote the public health, safety, morals and welfare; maintain and foster the increase of industrial and commercial activity and economic development; and preserve and increase the ad valorem tax base of the City and its environs. The foregoing are hereby declared and

determined to be public purposes and functions pertaining to the government and affairs of the City.

SECTION 3. Establishment Of Qualified Mortgage Certificate Program.

(a) There is hereby established and implemented a qualified mortgage credit certificate program under Section 25 of the Code to be known as the City of Chicago Single-Family Mortgage Credit Certificate Program, Series 1998 (the "Program") for the purpose of issuing Certificates. The Certificates shall be issued to taxpayers qualified to receive Certificates ("Borrowers") pursuant to Section 25 of the Code and the Treasury Regulations promulgated thereunder (the "Program Regulations") in connection with the acquisition, rehabilitation or improvement of each Borrower's principal residence housing within the incorporated area of the City (the "Program Area").

(b) The Certificates shall carry (1) a Certificate Credit Rate (as defined in the Program Regulations) which Certificate Credit Rate shall not be less than ten percent (10%) nor more than fifty percent (50%) and (2) a Certified Indebtedness Amount (as defined in Section 25(b) of the Code and in the Program Regulations) specified in each Certificate. The Commissioner of the Department of Housing (the "Commissioner") shall establish the actual Certificate Credit Rate from time to time, provided that the Certificate Credit Rate shall not be less than ten percent (10%) nor greater than fifty percent (50%).

(c) The City hereby elects not to issue Qualified Mortgage Bonds in a principal amount not to exceed Fifty Million Dollars (\$50,000,000) that are otherwise authorized to be issued by the City during calendar year 1998 pursuant to Sections 103, 143(a) and 146 of the Code and the Treasury Regulations promulgated thereunder (the "Unissued Bonds"). The amount of Unissued Bonds shall be specified in the Election.

(d) There is hereby allocated to the Unissued Bonds an amount of the City's unused "volume cap" (as defined in Section 146 of the Code) for the calendar year 1997 or 1998 (to be determined by the Chief Financial Officer at the time the Election is filed) not exceeding Fifty Million Dollars (\$50,000,000) and as shall be specified in the Election (the "Unused Cap").

(e) The Commissioner is directed to file timely, or to cause the timely filing of, all reports as are or may be required by Section 25 of the Code and the Program Regulations in connection with owner-financed targeted area residences (as defined in the Program Regulations), if any, within the Program Area.

(f) The Certificates authorized herein shall be provided in the manner, amounts and time frames as are required by the Program Regulations in connection with owner-financed targeted area residences, if any, within the Program Area.

SECTION 4. Aggregate Limit Of Certificates. The total proceeds of the Certificates (as defined in the Program Regulations) shall not exceed twenty-five percent (25%) of the principal amount of Unissued Bonds specified in the Election. Total proceeds shall be determined as provided in the Program Regulations.

SECTION 5. Certificates. For the purpose of lowering borrowing costs for Borrowers, there is hereby authorized to be issued, executed and delivered pursuant to this ordinance, Certificates, the total proceeds of which shall be limited as provided in Section 4 hereof. The Certificates shall be designated "City of Chicago, Single-Family Mortgage Credit Certificates, Series 1998". The Certificates shall be executed by the manual or facsimile signature of the Mayor and the City Clerk of the City, and the seal of the City or a facsimile thereof shall be affixed thereto or printed thereon. The Certificates shall be countersigned by the manual signature of the Commissioner or her designee in writing.

The form of the Certificates shall be that prescribed by the Internal Revenue Service. If no form is prescribed or if such form is not readily available, the Certificates shall be issued in the form prepared by the City. The Certificates shall contain the information required by the Program Regulations and such other information as the Commissioner may deem necessary.

SECTION 6. Mortgage Credit Certificate Election. The Election in substantially the form attached hereto as Exhibit A is hereby approved in all respects. The principal amount of Unissued Bonds shall be Fifty Million Dollars (\$50,000,000) or such lesser amount as is set forth in the Election as executed by the Mayor, his execution thereof to constitute conclusive evidence of this Council's approval of such lesser amount. The Mayor is hereby authorized to execute, deliver and file the Election on behalf of the City on or after January 1, 1998, such Election to be in substantially the form set forth in Exhibit A, with such changes therein as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of the approval of such changes.

SECTION 7. Public Notice. The publication of a public notice in a newspaper of general circulation in the City in conformity with the provisions of the Code and the Program Regulations is hereby approved and ratified. The public notice shall be in a form approved by the Commissioner and the Corporation Counsel and may be published prior to filing the Election.

SECTION 8. Program Restrictions. Except as permitted by the Program Regulations: (1) no Certificates shall be issued with regard to any residence financed in whole or in part through the proceeds of Qualified Mortgage Bonds or Qualified Veterans Mortgage Bonds (as defined in Section 143(b) of the Code), (ii) the Program shall not be limited to indebtedness incurred from particular lenders, (iii) Certificates shall not be transferable and (iv) no block of Certificates may be allocated for use in connection with a particular development unless the developer shall certify that the price of each

residence is no higher than it would be without the use of the Certificate.

SECTION 9. Administration Of Program. The City, acting through the Commissioner, shall administer the Program. Subject to the approval of the Corporation Counsel, the Commissioner is authorized to execute Lender Participation Agreements ("Lender Participation Agreement") in substantially the form attached hereto as Exhibit B, and other agreements, certificates and documents as may be required for the Program and the Certificates to comply with Section 25 of the Code and the Program Regulations. The Commissioner may permit each Lender identified in the respective Lender Participation Agreement to charge and collect from an applicant a Program fee (the "Program Fee") of not less than Two Hundred Dollars (\$200) and not more than Three Hundred Dollars (\$300) in connection with each Certificate. Of the Program Fee, up to One Hundred Dollars (\$100) may be retained by the Lender (or, at the option of such Lender, such amount may be waived) and Two Hundred Dollars (\$200) shall be remitted to the City by the Lender upon the issuance of the Certificate. The Program Fee shall be in addition to reasonable and customary fees which may be charged by a Lender in connection with a mortgage loan. All Program Fees received by the City are hereby appropriated to pay the costs of implementing and administering the Program including, but not limited to, the costs of training participating lenders, purchasing equipment, printing materials, marketing and other customer service activities.

SECTION 10. Approval Of Further Actions. From and after the execution and delivery of the documents hereby approved, the proper officials, agents and employees of the City are hereby authorized and empowered to do all such acts and things and to execute and file all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and to further the purposes and intent of this ordinance, including the preambles hereto. All acts and doings of the officials which are in conformity with the purposes and intent of this ordinance and in furtherance of the issuance of the Certificates and the establishment of the Program are hereby in all respects approved and confirmed. The City reserves the right to make a further election in 1998 not to issue Qualified Mortgage Bonds in order to issue additional Certificates.

SECTION 11. Ordinances And Resolutions. 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 provisions of this ordinance.

SECTION 12. Effective Date. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Mortgage Credit Certificate Election.

City Of Chicago.

I, the undersigned, Mayor of the City of Chicago (the "City"), hereby certify that this Mortgage Credit Certificate Election is executed and delivered for and on behalf of the City in connection with its Single-Family Mortgage Credit Certificate Program, Series 1998 (the "Program" as described in the ordinance establishing the Program) and election to issue its Single-Family Mortgage Credit Certificates, Series 1998 (the "Certificates"). This Mortgage Credit Certificate Election is made, executed and filed pursuant to Section 1.25-4T(c) of the Income Tax Regulations (the "Regulations") promulgated under Section 25 of the Internal Revenue Code of 1986, as amended (the "Code").

I hereby further certify that:

1. The issuer of the Certificates is:

City of Chicago
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
T.I.N.: 36-6005820

2. The City's total available allocation to issue qualified mortgage bonds and mortgage credit certificates in this calendar year is \$_____ consisting of a designated portion of [1997] [1998] unused Private Activity Bond Volume Cap (the "Unused Cap"). As of the date hereof, no allocation of the City's Private Activity Bond Volume Cap (as described in Section 146 of the Code) for calendar year [1997] [1998] has been made for qualified mortgage bonds or mortgage credit certificates.
3. As a constitutional home rule city in Illinois with a population of [2,768,483] persons, derived from the United States Census Bureau Release in [1994] (the "Census"), the City is subject to a volume cap of \$_____ for

calendar year [1997] [1998] pursuant to Section 146 of the Code.

4. During calendar year 1998, the City has not issued any qualified mortgage bonds or qualified mortgage credit certificates pursuant to the Unused Cap or surrendered any authority to any other issuers to issue any qualified mortgage bonds or qualified mortgage credit certificates pursuant to the Unused Cap. The City has not made any other election regarding the use of its Unused Cap.
5. Pursuant to the Program and the Unused Cap, the City hereby elects to issue Certificates with Total Proceeds (as defined in Section 1.25-1T(b) (10) of the Regulations) not exceeding \$_____ and elects not to issue Qualified Mortgage Bonds in an amount equal to Fifty Million Dollars (\$50,000,000).
6. The Program will expire on December 31, 2000.
7. Attached hereto is the certification, required by Section 1.25-4T(d) of the Regulations, that the Program meets the requirements of Section 146 of the Code and the Regulations.

This Mortgage Credit Certificate Election is executed for and on behalf of the City pursuant to an ordinance establishing its Single-Family Mortgage Credit Certificate Program, Series 1998.

Witness my hand and the City's official seal as of this ____ day of _____, 1998.

Mayor,
City of Chicago

[Seal]

Attest:

City Clerk

(Certification Of Mayor Of City)

The undersigned, Mayor of the City of Chicago (the "Issuer"), hereby certifies as follows:

1. The Issuer is, and was on January 1, 1998, a home rule unit of government within the meaning of Article VII, Section 6 of the Constitution of the State of Illinois.
2. The population of the Issuer for 1998 as determined by the Census issued by the United States Bureau of Census in [1994] (being the most recent census estimate released by the United States Bureau of Census before January 1, 1998), was at least [2,768,483].
3. The Issuer has not agreed to any different allocation of its volume cap for the calendar year [1997] [1998] (the "Volume Cap") as described in Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Regulations"), from that afforded to it as a constitutional home rule city described in Section 146(d) (3) of the Code.
4. The Issuer's Volume Cap for [1997] [1998], determined as provided in Section 146 of the Code and the Regulations on the basis of its population as set forth in paragraph 2 above, is \$_____. Of the \$_____ in Volume Cap available to the Issuer in [1997] [1998], the Issuer has heretofore issued \$_____ aggregate face amount of private activity bonds under Section 146 of the Code and the Issuer ceded no Volume Cap to other State agencies. The Issuer's [1997] [1998] Volume Cap has not been reduced by any other amounts referred to in Section 146(m) of the Code (relating to the non-qualified amount of any bonds) or in Section 146(n) of the Code (relating to mortgage credit certificates). Accordingly, the excess of the Issuer's [1997] [1998] Volume Cap over the sum of (a) the aggregate amount of private activity bonds issued by the Issuer and (b) the amount of Volume Cap surrendered to other issuers during [1997] [1998], which amounts were subject to and required an allocation of the Issuer's Volume Cap is \$_____ (the "Unused Cap").
5. In reliance on the affidavit of the Issuer's Chief Financial Officer attached hereto as (Sub)Exhibit A, during the calendar year 1998 the Issuer has not issued any qualified mortgage bonds or mortgage credit certificates or elected not to issue any qualified mortgage bonds (other than as provided in Section 6 below), which issuance or election would have required an allocation of any portion of the Unused Cap under Section 146 of the Code.
6. On _____, 1998, the Issuer elected not to issue an amount not to exceed Fifty Million Dollars (\$50,000,000) of qualified mortgage bonds included in

the Unused Cap in order to issue mortgage credit certificates pursuant to the Program.

7. The aggregate principal amount of the qualified mortgage bonds which the Issuer is electing not to issue on this date does not exceed the Unused Cap. Accordingly, based on the facts and circumstances as of this date, the election not to issue qualified mortgage bonds in the amount of Fifty Million Dollars (\$50,000,000) meets the requirements of Section 146 of the Code and the Regulations.

In Witness Whereof, The undersigned has set his signature this __ day of _____, 1998.

City of Chicago

By: _____
Mayor

(Sub)Exhibit "A" referred to in this Mortgage Credit Certificate Election reads as follows:

(Sub)Exhibit "A".
(To Mortgage Credit Certificate Election)

Affidavit Of City's Chief Financial Officer.

The undersigned, Walter K. Knorr, hereby certifies that he is the duly qualified and acting Chief Financial Officer of the City of Chicago (the "City") and further certifies as follows:

1. The undersigned, along with other officials of the City, is charged with the responsibility of issuing bonds and mortgage credit certificates.
2. The City has not, to date, issued any issues of qualified mortgage bonds during the calendar year 1998 pursuant to Section 143 of the Internal Revenue Code of 1986, as amended (the "Code").

3. The City has not heretofore elected not to issue qualified mortgage bonds using the Unused Cap during the calendar year 1998.

Date: _____

Walter K. Knorr,
Chief Financial Officer,
City of Chicago

State of Illinois
County of Cook

The foregoing instrument is acknowledged before me this _____ day of _____ by Walter K. Knorr, as Chief Financial Officer of the City of Chicago.

Notary Public in and for Cook
County, Illinois

[Seal]

My commission expires _____.

Exhibit "B".

City Of Chicago

Single-Family Mortgage Credit Certificate Program,

Series 1998

Lender Participation Agreement.

This Lender Participation Agreement (this "Agreement") made and entered into on this

_____ day of _____, 199__, by and between the City of Chicago (the "City") acting through its Department of Housing ("D.O.H.") and _____

(the "Lender")

having its principal place of business at _____

Witnesseth:

Whereas, The Internal Revenue Code of 1986, as amended (the "Code"), provides for the creation of a mortgage credit certificate program to assist qualified individuals to acquire new and existing single-family housing (comprised of one (1) to four (4) living units) by providing qualified homebuyers with a Mortgage Credit Certificate ("M.C.C."); and

Whereas, By an ordinance adopted _____, 1998 (the "Ordinance"), the City has established its Single-Family Mortgage Credit Certificate Program, Series 1998 (the "M.C.C. Program"); and

Whereas, The Lender wishes to participate in the M.C.C. Program;

Now, Therefore, In consideration of the foregoing, the parties hereto agree as follows:

1. The Lender acknowledges that it has received from D.O.H. a copy of the M.C.C. Program Administration Procedures attached hereto (the "Program Description") and has reviewed the Program Description.
2. The Lender has been presented with and has reviewed the requirements under the Code for a potential homebuyer to qualify for the M.C.C. Program. The Lender certifies that its policies and procedures for underwriting a mortgage loan for owner-occupied single-family residences (containing one (1) to four (4) living units) are not in conflict with the requirements of the M.C.C. Program, the Code or the Treasury Regulations promulgated thereunder (the "Regulations").

3. The Lender is duly organized and validly existing and in good standing under the laws of the state of its organization, is in good standing and authorized to do business in the State of Illinois and has the power and authority to execute, deliver and perform its duties under this Agreement. The Lender agrees that, so long as this Agreement is in effect, it will continuously maintain its existence and remain in good standing and qualified to do business under the laws of the state of its organization and qualified to do business in the State of Illinois.
4. The Lender has obtained all approvals necessary to execute, deliver and perform its duties under this Agreement. The execution and delivery hereof and performance by the Lender hereunder do not and shall not result in a breach of any terms, conditions or provisions of any legal restriction, agreement or instrument to which the Lender is a party.
5. The Lender will not take any action or permit to be taken any action which is within its control which would impair the M.C.C. Program or any M.C.C.
6. The Lender shall make available to potential homebuyers information about the M.C.C. Program in conjunction with information concerning the Lender's mortgage loan programs.
7. The Lender agrees to receive and process applications from potential homebuyers for M.C.C.'s under the M.C.C. Program (the "Applicants"). The Lender will process each application and determine the Applicant's eligibility for the M.C.C. Program. The Lender will not refuse to review any completed application and will not reject an application for reasons other than those permitted herein. All applications shall be reviewed and either approved or rejected by the Lender on a "first come, first served" basis unless otherwise directed by D.O.H. pursuant to Section 17 of this Agreement.
8. The Lender agrees to obtain from each Applicant an Applicant Affidavit (the "Applicant Affidavit") evidencing compliance with the Code and the Regulations. The Lender agrees to conduct such investigation(s) as necessary to certify that each Applicant has satisfied all requirements of the M.C.C. Program, the Code and the Regulations. Any misrepresentation contained in an Applicant Affidavit shall be grounds for the rejection of an M.C.C.
9. The Lender acknowledges that certain information is required to be provided to the Internal Revenue Service (the "I.R.S.") pursuant to Section 1.25-4T and Section 1.25-8T of the Regulations. Information necessary to comply with these reporting requirements is determined, in part, from each

Applicant and records maintained by the Lender. The Lender agrees to file with the I.R.S. on or before January 31 of each year (or such other date as may be set forth in the Regulations) a report in compliance with Section 1.25-8T of the Regulations. In addition, the Lender hereby agrees to collect and deliver to D.O.H., not later than the fifteenth (15th) day of each April, July, October and January while this Agreement is in effect, all information within the control of the Lender which is required to comply with the reporting requirements of the Regulations. The Lender hereby agrees, further, to comply with all data and record retention and all reporting requirements applicable to the M.C.C. Program which are required by the Code, the Regulations and the Program Description. The Lender shall keep all such records during the period each M.C.C. is in effect and for a period of two (2) years thereafter.

10. The Lender hereby agrees to provide the City with each original Application Affidavit and a copy of each mortgage loan application in connection with the M.C.C. Program.
11. The Lender agrees that the City and the City's representatives have the right to examine and inspect, during normal business hours, all books and records in Lender's possession relating to any M.C.C. and the M.C.C. Program.
12. The Lender may charge an Applicant a reasonable and customary fee as would be charged to a potential borrower applying for mortgages other than in connection with an M.C.C.. The Lender shall also charge an Applicant a fee (the "Program Fee") of not less than Two Hundred Dollars (\$200) and not more than Three Hundred Dollars (\$300) for processing each application of an M.C.C.. Of the Program Fee, not more than One Hundred Dollars (\$100) is due at the time of application and shall be retained by the Lender. All or part of the Lender's portion of the Program Fee may be waived by the Lender. The Two Hundred Dollar (\$200) balance shall be remitted to D.O.H. prior to the issuance of an M.C.C. in the form of a lender's check, title company check, money order or cashier's check payable to the "City of Chicago Department of Housing". The Lender represents that, taking into account all the facts and circumstances, the portion of the Program Fee payable to the Lender is reasonably necessary to cover the administrative costs, including profit, of the Lender in connection with its acting as a party hereunder.
13. The Lender hereby agrees that it will immediately forward to D.O.H. all information which the Lender receives during the term of each M.C.C. which information indicates that a misrepresentation was made in applying for an M.C.C. or which may affect the continued eligibility of an Applicant

for an M.C.C.. Any misrepresentation in the Application or in the Applicant Affidavit shall result in revocation of an M.C.C.

14. In the case of each Applicant, the Lender will comply with all applicable federal, state and local laws, ordinances and regulations with respect to equal opportunity and nondiscrimination and, in so doing, will not arbitrarily vary the terms of an M.C.C. or the application procedures therefor or refuse to review or approve an M.C.C. because of race, color, religion, national origin, disability, ancestry, age (provided the applicant has legal capacity to enter into a contract), sex, sexual orientation or marital status, parental status, military discharge status or source of income or the fact that all or part of the Applicant's income derives from any public assistance program or the fact that the Applicant has in good faith exercised any right under the Federal Consumer Protection Act.
15. The Lender covenants to comply in all respects with provisions of Section 25 of the Code, the Regulations, the Ordinance and the Program Description.
16. The Lender agrees that in connection with the issuance of M.C.C.s, the Lender shall use all documents provided by D.O.H. as necessary to evidence compliance with the Code, the Regulations, the Ordinance and the Program Description. The Lender agrees it will execute and deliver to D.O.H. a certification in a form satisfactory to the City evidencing the Lender's compliance with the Code, the Regulations, the Ordinance and the Program Description.
17. The Lender acknowledges that D.O.H. may, in its discretion, amend certain provisions of the Program Description, including, but not limited to, a) modifying the Certificate Credit Rate (as defined in the Code) and b) restricting all or a portion of the mortgage loans to "targeted areas" of the City (within the meaning of the Code), in accordance with the goals of the Program. The Lender will abide by such changes upon receipt of notice from D.O.H.
18. The Lender agrees that it shall be an "event of default" hereunder if any of the following occurs: a) failure by the Lender to observe or perform in any material respect any covenant, condition or agreement contained herein; b) the filing or acquiescence by the Lender in the filing of any bankruptcy proceedings in a court of competent jurisdiction; c) failure by the Lender to pay the City, when due, the portion of the Program Fee to be paid by the Lender; or d) a determination that any representation or warranty by the lender in this Agreement shall have been false in any material respect when made.

19. Upon an event of default, the City may immediately terminate any rights, duties and obligations of the Lender hereunder and/or take whatever other action at law or in equity which the City deems necessary to enforce performance and observance of any duties, obligations, agreements or covenants of the Lender hereunder.
20. This Agreement shall remain in full force and effect until the earlier of termination by the City or December 31, 2000, unless extended in writing by the parties. In addition to the remedies set forth in the preceding paragraph, the Lender or the City may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party. Notwithstanding any such termination, the Lender shall continue to file any and all reports required to be filed by it with the City or the I.R.S. and to maintain all records required to be maintained by it pursuant to Section 25 of the Code and the Regulations for such time as an M.C.C. remains in effect with respect to any mortgage loan made by the Lender. No amendment to this Agreement shall be effective unless in writing and signed by both parties hereto.
21. This Agreement shall be governed by the internal laws of the State of Illinois without regards to its conflict of law principles.

This Agreement is entered into as of the day and year written above.

Lender: _____

City of Chicago, acting through
its Department of Housing

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Contact: _____

Telephone: _____

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF
BELMONT-CENTRAL COMMISSION (SPECIAL SERVICE
AREA NUMBER 2).

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Mr. Mitchell M. Dyan and Mr. Norman L. Hutson and appointments of Mr. Edward C. Sheehan, Mr. John Manicke and Mr. Michael Valenti as members of the Belmont-Central Commission (Special Service Area Number 2), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Mitchell M. Dyan and Mr. Norman L. Hutson and proposed appointments of Mr. Edward C. Sheehan, Mr. John Manicke and Mr. Michael Valenti as members of the Belmont-Central Commission (Special Service Area Number 2) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone --
46.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF
95TH STREET/BEVERLY HILLS BUSINESS AREA
COMMISSION (SPECIAL SERVICE AREA
NUMBER 4).

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Tracy A. Munno and Webb Hayne and reappointments of Dennis M. Heywood and Vincent J. Sheridan as members of the 95th Street/Beverly Hills Business Area Commission (Special Service Area Number 4), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Tracy A. Munno and Webb Hayne and reappointments of Mr. Dennis A. Heywood and Mr. Vincent J. Sheridan as members of the 95th Street/Beverly Hills Business Area Commission (Special Service Area Number

4) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF GREATER LAKEVIEW EAST COMMISSION
(SPECIAL SERVICE AREA NUMBER 8).

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Ishac S. Tanios and reappointments of Colleen M. Canny, Anthony T. Klock, Denise E. Lesiak, Paul F. Loriza and Dan Wolf as members of the Greater Lakeview East Commission (Special Service Area Number 8), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Ishac S. Tanios and reappointments of Ms. Colleen M. Canny, Mr. Anthony T. Klock, Ms. Denise E. Lesiak, Mr. Paul F. Lariza 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

AUTHORIZATION TO ENTER INTO AND EXECUTE
REDEVELOPMENT AGREEMENT WITH
HOME DEPOT U.S.A., INC. FOR
PROPERTY AT 200 -- 306
WEST 87TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement with Home Depot U.S.A., Inc. for property located in the Chatham Ridge Redevelopment Project Area at 200 -- 306 West 87th 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on December 18, 1986 and published at pages 38084 -- 38087 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Chatham Ridge Redevelopment Project Area (as amended on October 30, 1996) (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 18, 1986 and published at pages 38087 -- 38088 of the Journal 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 December 18, 1986 and published at pages 38088 -- 38090 of the Journal 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, Home Depot U.S.A., Inc., a Delaware corporation (the "Company"), has acquired certain property located within the Area at 200 -- 306 West 87th Street, Chicago, Illinois 60602 (the "Site") and shall commence and complete construction of an approximately one hundred thirty-one thousand three hundred seventy-two (131,372) square foot retail building comprised of a one hundred three thousand four hundred (103,400) square foot single-story home improvement facility with an attached twenty-seven thousand nine hundred seventy-two (27,972) square foot garden center (the "Project") in order to expand the Company's operations. Not less than one hundred fifty-three (153) jobs shall be created by the Company at the Project within six (6) months of the completion thereof; and not less than twenty-six (26) additional jobs shall be created by the Company within two (2) years of completion of the Project, for a total of one hundred seventy-nine (179) jobs to be created by the Company and such jobs shall be retained at the Project; and

WHEREAS, The Company has 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 the acquisition of the Site, construction of the facilities and retention and creation of the jobs, to be financed in part by (i) all or a portion of the proceeds from available incremental taxes, if any, deposited in the 1986 Chatham Ridge 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 ("Incremental Taxes"); (ii) all or a portion of the proceeds of bonds secured by Incremental Taxes, if any (iii) Incremental Taxes, if any; and

WHEREAS, Pursuant to Resolution 96-CDC-48 adopted by the Community Development Commission of the City of Chicago (the "Commission") on July 30, 1996, 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 for the Project and to request alternative proposals for redevelopment of the Site or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Site 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 Site or portion thereof within fourteen (14) days after such publication, pursuant to Resolution 96-CDC-48, the Commission has recommended that the Company 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 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 is 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 Company and the City in 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 provisions 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

The City Of Chicago

And

Home Depot U.S.A., Inc.

This agreement was prepared by and
after recording return to:
M. Susan Lopez, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 511
Chicago, IL 60602

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the "Agreement") is made as of this ____ day of _____, 199_, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Home Depot U.S.A., Inc., a Delaware corporation (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. (1993 State Bar Edition), as amended from time to time (the "Act") to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on December 18, 1986: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval of Tax Increment Redevelopment Plan for the Chatham Ridge Redevelopment Tax Increment Financing Project" (as amended on October 30, 1996); (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of the Chatham Ridge 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 Chatham Ridge Redevelopment Project Area" (the "TIF Adoption Ordinance"), (collectively referred to herein as the "TIF Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has purchased certain property located within the Redevelopment Area at 200-306 West 87th Street, Chicago, Illinois 60620 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, has commenced and will complete construction of an approximately 131,552 square-foot retail building comprised of a 103,580 square-foot single story home improvement facility with an attached 27,972 square-foot garden center (the "Facility") and associated parking for approximately 578 cars on the Property. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on 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 Chatham Ridge Redevelopment Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof Available Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements 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.

"Applicable Base EAV" shall mean the equalized assessed valuation of the Property as determined pursuant to Section 4.08 hereof.

"Available Incremental Taxes" shall mean an amount equal to the positive difference, if any, of (a) the amount of Incremental Taxes attributable to the taxes levied on the Property remaining in the General Account of the Chatham Ridge TIF Fund after payment of (i) all amounts required to be paid pursuant to the ordinance adopted by the City Council of the City on November 4, 1987 authorizing the issuance of the TIF Bonds and (ii) any amount required to be paid pursuant to Section 4.07 hereof for the Jobs Readiness Program over (b) the amount of Incremental Taxes deposited in the Chatham Ridge TIF Fund attributable to the Applicable Base EAV.

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

"Chatham Ridge TIF 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.

"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.

"Commissioner" shall mean the Commissioner of Planning and Development of the City.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, 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 (including funds borrowed by the Developer, or caused to be borrowed by the Developer, which are to be used in connection with the project but the repayment of which is not secured by the Project) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

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

"Financial Statements" shall mean complete audited 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.

"General Contractor" shall mean the general contractor(s) 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 TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, 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, being the hereinabove defined Chatham Ridge TIF Fund, established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Jobs Readiness Program" shall have the meaning ascribed to it in Section 4.07.

"MBE(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.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

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

"Other Bonds" shall have the meaning set forth in Section 8.05 hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on 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.

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

"Redevelopment Area" shall have the meaning set forth in paragraph C of the Recitals hereto.

"Redevelopment Plan" shall have the meaning set forth in paragraph E of the Recitals hereto.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act, that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Survey" shall mean an ALTA plat of survey of the Property dated within 45 days prior to the Closing, 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).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on December 1, 2009, the date on which the Redevelopment Area is no longer in effect.

"TIF Bonds" shall mean the City of Chicago Chatham Ridge Tax Increment Revenue Bonds, Series 1987 issued by the City on September 7, 1988.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment 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 Near North National Title Corporation.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA 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.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(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, the Developer has, pursuant to the Plans and Specifications: (i) commenced construction on August 12, 1996; and (ii) completed construction and begun to conduct business operations therein on or about May 1, 1997.

3.02 Plans and Specifications. The Developer has delivered the Plans and Specifications to DPD and DPD has approved same. The Developer also submitted all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget dated as of the date hereof showing total costs for the Project in an amount not less than Fifteen Million Four Hundred Nine Thousand Five Hundred Twenty-Seven Dollars (\$15,409,527.00). The Developer hereby certifies to the City that (a) it has Equity in an amount sufficient to pay for all Project Costs; and (b) the Project Budget is true, correct and complete in all material respects.

3.04 DPD Approval. Any approval granted by DPD of the Plans and Specifications 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 DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Other Approvals. Any DPD 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 hereby certifies that it has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Plans and Specifications) and has submitted evidence to DPD that it has obtained all such approvals.

3.06 Survey Updates. The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD, reflecting improvements made to the Property.

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

3.08 Utility Connections. The 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.

3.09 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 \$15,409,527, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b)</u> and <u>4.06</u>)	\$12,209,527
Estimated City Funds (subject to <u>Section 4.03</u>)	<u>\$ 3,200,000</u>
ESTIMATED TOTAL	\$15,409,527

4.02 Developer Funds. Project costs were paid out of Equity, including but not limited to Redevelopment Project Costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may be used to reimburse the Developer for costs of TIF-Funded Improvements only that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost. City Funds shall not be paid to the Developer hereunder prior to the issuance of the Certificate.

(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 reimburse the Developer for the costs of the TIF-Funded Improvements from Available Incremental Taxes deposited in the Chatham Ridge TIF Fund (the "City Funds"); provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Three Million Two Hundred Thousand Dollars (\$3,200,000) or 20.8 percent of the actual total Project costs; and provided further, that the City Funds shall be available to pay costs related to TIF-Funded Improvements only so long as:

(i) The amount of the Available Incremental Taxes deposited into the Chatham Ridge TIF Fund shall be sufficient to pay for such costs; and

(ii) The Developer has delivered a Requisition Form to the City as provided in this Agreement; and

(iii) No Event of Default, or condition or event that with notice or the passage of time or both, would constitute an Event of Default has occurred and has not been cured.

The Developer acknowledges and agrees that the City's obligation to reimburse costs related to TIF-Funded Improvements is contingent upon the fulfillment of the conditions set forth in parts (i), (ii) and (iii) above. In the event that such condition is not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately. DPD shall retain the right to approve or reject, in its reasonable discretion, the designation of any cost in the Project Budget or in any Requisition Form as (i) a TIF-Funded Improvement or (ii) a part of the actual total Project costs; provided, that any determination by DPD shall be made in a manner consistent with the Project Budget and the Act.

4.04 Requisition Form. On or prior to each [October 1] (or such other date as the parties may agree to), beginning in 1998 and continuing throughout the earlier of (i) the Term

of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide DPD with a Requisition Form, in the form attached hereto as Exhibit F, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per year (or as otherwise permitted by DPD).

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 DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. The AIA form Owner's Sworn Statement, being Exhibit I hereto, sets forth the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-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 DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$50,000 or \$250,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-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 TIF-Funded Improvements in excess of City Funds.

4.07 Job Training. The City intends to establish a work readiness job training program (the "Jobs Readiness Program") in order to help prepare individuals to work for businesses located within the Redevelopment Area. The general terms and goals of the Jobs Readiness Program are described on Exhibit J attached hereto, which may from time to time be further modified, refined and supplemented to provide a more detailed basis for implementation. The City and the Developer hereby agree that the City may, in its sole discretion, use Incremental Taxes (including Available Incremental Taxes) in the Chatham Ridge TIF Fund to fund such program; provided, that the amount of Available Incremental Taxes used by the City for such purpose may not exceed \$25,000 annually. The City and the Developer further agree that any such funds may be used by the City for such purpose prior to the disbursement of City Funds to the Developer in such year to reimburse the Developer hereunder for TIF-Funded Improvements. The parties hereby agree that, until the Developer has been fully reimbursed under this Agreement for the costs of TIF-Funded Improvements, at no time shall the amount

of Available Incremental Taxes used by the City for the Jobs Readiness Program exceed One Hundred Thousand Dollars (\$100,000).

In connection with the Jobs Readiness Program, the City contemplates entering into contracts with delegate agencies and other third-party service providers to provide services relating to the Jobs Readiness Program. The City may enter into new contracts with certain entities or it may amend existing contracts with entities to expand the scope of the work to cover services to be provided in connection with the Jobs Readiness Program. Payments by the City under such contracts may come from Available Incremental Taxes pursuant to this Section 4.07.

4.08 Applicable Base EAV. As soon as the information has become available to the City, the City shall deliver to the Developer a certificate stating the equalized assessed valuation of the Property as of [January 1, 1997] (the "Applicable Base EAV") (which shall be reflected on the tax bills for the final installment of 1997 property taxes for such Property expect to be delivered on or about [July, 1998] as determined pursuant to the Act. The Developer shall have ten (10) days from the delivery of such certificate to question, in writing, the equalized assessed valuation set forth therein, and failure by the Developer to respond within such time frame shall be deemed an approval of such certificate. If there is any dispute regarding the valuation set forth in such certificate, the parties shall consult with the Assessor's Office of Cook County to resolve such dispute.

SECTION 5. CONDITIONS PRECEDENT

The following conditions shall be complied with to the 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 DPD, and DPD shall have approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 Plans and Specifications. The Developer shall have submitted to DPD, and DPD shall have approved, the Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. 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 DPD.

5.04 Financing. The Developer shall have furnished proof reasonably acceptable to the City that the Developer has Equity in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement.

5.05 Acquisition and Title. The Developer shall furnish the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the

named insured (together with a certified copy of the land trust agreement if applicable showing the Developer as the beneficiary). The Title Policy shall be dated as of the Closing Date and shall contain only those title exceptions listed as Permitted Liens on Exhibit G hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Developer shall provide to DPD, prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 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 current searches under the Developer's name (and the following trade names of the Developer: Home Depot U.S.A., Inc.) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC 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
U.S. 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.

5.07 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.

5.08 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 DPD.

5.09 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 Exhibit K, with such changes as may be required by or acceptable to Corporation Counsel.

5.10 Evidence of Prior Expenditures. Not less than twenty (20) business days prior to the Closing Date, the Developer shall have provided evidence satisfactory to DPD in its sole

discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided Financial Statements to DPD for its 1996 fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer shall have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters at the Property.

5.13 Environmental. Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided DPD 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.

5.14 Corporate Documents. The Developer 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.

5.15 Litigation. The Developer shall provide to Corporation Counsel and DPD, 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 (i) which has been included in the Developer's Annual Report on Form 10-K filed with the Securities Exchange Commission with respect to the most recent fiscal year of the Developer, or any Form 8-K so filed since the end of such fiscal year, or (ii) which involve the City of Chicago.

5.16 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation of such expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD 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 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 lien 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.

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 this Agreement.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. [(a) Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer solicited, or caused 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 DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, the Developer selected the General Contractor (or caused the General Contractor to select the subcontractor) submitting the lowest responsible bid and capable of completing the Project in a timely manner. If the Developer selected a General Contractor (or if the General Contractor selected any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if the Developer selected a General Contractor (or if the General Contractor selected any subcontractor) who did not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher 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 DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD not less than five (5) business days prior to the Closing Date.]

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer did not solicit bids [pursuant to Section 6.01(a) hereof], then the fee of the General Contractor proposed to be paid out of City Funds shall be limited to ten percent (10%) of the total amount of the Construction Contract.

6.02 Construction Contract. Prior to the Closing Date, the Developer shall deliver to DPD a copy of the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. The Developer required the General Contractor to be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent.

6.04 Employment Opportunity. The Developer contractually obligated and caused the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Local Contractors and Vendors. The Developer used its best efforts to ensure that all contracts entered into in connection with the TIF-Funded Improvements for work done, services provided or materials supplied were 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.

6.06 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor contained provisions required pursuant to Section 8.09 (Prevailing Wage), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof.

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 upon the Developer's written request, DPD 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. DPD shall respond to the Developer's written request for a Certificate within thirty (30) days 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. DPD shall respond to any such further written request by the Developer for a Certificate within thirty (30) days 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.

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 Sections 8.02, 8.06 and Exhibit L 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, the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD 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 Developer is a Delaware corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action and will not violate its Articles of Incorporation or by-laws 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) unless otherwise permitted pursuant to the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens);

(e) the Developer is now and 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 DPD: (1) be a party to any merger, liquidation or consolidation; (2) save and except as expressly permitted in Section 18.20 hereof 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) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into

any transaction that would 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 DPD, 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.

8.02 Covenant to Redevelop. The Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the Plans and Specifications, 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. The covenants set forth in this Section 8.02 shall run with the land and the improvements thereon and be binding upon any transferee.

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 TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Project (other than general obligation bonds) including tax increment revenue bonds, the proceeds of which are to be used to pay, or to reimburse the City for expenditures made or to be made in connection with other Redevelopment Project Costs in the Redevelopment Area (the "Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation and Retention; Covenant to Remain in the City. Not less than one hundred fifty-three (153) jobs shall be created by the Developer at the Project within six months of the completion thereof; and not less than twenty-six (26) additional jobs shall be created by the Developer within two (2) years of completion of the Project, for a total of one hundred seventy-nine (179) jobs to be created by the Developer and such jobs shall be retained at the Facility through the Term of the Agreement. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago through December , 2009; provided, that if at any time any portion of the Facility is vacant, the Developer shall have one year from the date such vacancy level occurs to locate a tenant who will occupy and operate the Facility such that

the entire Facility will be occupied and operated; provided, further, that only a tenant who is occupying and operating the Facility pursuant to a lease which provides for a minimum lease term of one year shall be considered in calculating whether the occupancy threshold is met. In the event that any portion of the Facility remains vacant or non-operational for over one year, then the City may suspend reimbursement of Available Incremental Taxes to the Developer hereunder beginning at the end of such one-year period and until such time as the Facility is fully occupied and operating. The Developer shall notify the City in writing of the date on which any portion of the Facility is vacant, and such one-year period shall begin to run on a date agreed to by DPD. The Developer hereby agrees that, without the prior written consent of DPD, the Facility shall not be subdivided. The City may also suspend reimbursement of City Funds if any of the following events occur: (i) the sale by Developer of the Property or a transfer of any interest of the Developer in the Property or the Facility; (ii) the destruction of the Facility such that the Facility can no longer be used as contemplated by this Agreement, if the Facility is not rebuilt by the Developer within a period of time, not to exceed the original construction period; (iii) upon the condemnation of the Property or the Facility if, pursuant to such condemnation, the Property or the Facility is rendered unusable; or (iv) the number of jobs retained by the Developer at the Facility decreases below the level set forth above and remains below that level for a period of six consecutive months. The covenants set forth in this Section shall run with the land and the improvements thereon and be binding upon any transferee of the Developer.

8.07 Employment Opportunity. The Developer covenants and agrees to abide by, and has obligated and used reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

8.08 Employment Profile. The Developer shall submit, and has obligated and caused the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. The Developer covenants that it has paid, and has obligated and caused 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. Upon the City's request, the Developer shall provide the City with copies of all contracts entered into by the Developer or the General Contractor, or shall provide other documentation acceptable to DPD, to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD 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 TIF-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 DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. The Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, 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 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.

8.12 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.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended [December 31,] 1996 and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

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

8.15 Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, 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 8.15); or (ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD 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.

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

8.18 Recording and Filing. The Developer shall cause this Agreement, certain 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. 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.

8.19 Conditional Provisions. The covenants set forth in 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 nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the Other Bonds or the TIF Bonds. In the event that the City exercises its option to make any covenant(s) in Exhibit L effective, it shall so notify the Developer in accordance with Section 17 hereof.

8.20 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.

8.21 Job Training. The Developer hereby agrees to use its best efforts to participate in any job training program established by the City pursuant to Section 4.07 hereof.

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

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

(b) To the greatest extent reasonably feasible, each Employer is required to present opportunities for training and employment of low and moderate income residents of the City;

and to provide that contracts for work performed in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.

(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. (1993), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) The Developer, 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) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require 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 shall be binding upon each contractor or subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Employment Requirement. The Developer agrees for itself and its successors and assigns, 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 worker hours performed by actual residents of the City of Chicago specified in Section 3-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the construction of the Project shall be performed by actual residents of the City of Chicago); 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 of Chicago in both skilled and unskilled labor positions.

The Developer and the other Employers may request a reduction or waiver of this minimum percentage level of total worker hours performed by actual residents of the City of Chicago 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 of Chicago.

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

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

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD 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 company 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 DPD, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the (final) Certificate.

At the direction of DPD, 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 in doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the other Employers 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.

When work at the Project is completed, in the event that the City has determined that the Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicago to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if not Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employee to prosecution. Any retainage to cover contract performance that may become due to the Developer and the other Employers pursuant to Section 2-92-250 of the

Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether the Developer and the other Employers must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of 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 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 Developer's MBE\WBE Commitment. The Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers to agree, that during the construction of the Project:

- (a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of construction of the Project, at least the following percentages of the aggregate construction costs (as set forth in the construction budget shown on Exhibit H-1 hereto, less amounts paid for acquisition of the Property) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):
 - a. at least 25% by MBEs;
 - b. at least 5% by WBEs.
- (b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.
- (c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part, by the Developer utilizing a MBE or a WBE as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's

MBE/WBE commitment as described in this Section 10.03. The Developer or a 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 MBEs or WBEs in its activities and operations other than the Project.

- (d) The Developer shall deliver quarterly reports to DPD describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or a contractors to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE 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 DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD shall have access to the Developer's books and records, including, without limitation, payroll records and tax returns, in accordance with Section 17 of this Agreement on five (5) days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation.
- (e) The City shall have the right to terminate this Agreement upon the disqualification of a contractor as a MBE or WBE, if the contractor's status as a MBE or WBE was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any MBE or WBE subcontractor or supplier of goods or services if the subcontractor's status as a MBE or WBE was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In the event that the Developer is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the City, at its option, may choose to not terminate this Agreement; provided, however, the Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify a qualified MBE or WBE as a replacement. For purposes of this paragraph (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 MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

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 Exhibits attached hereto, the Plans and Specifications and all amendments thereto, 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 \$100,000.00 for each accident or illness.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. 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: The following kinds and amounts of insurance were maintained during the construction of the Project:

(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 providing a service under or in connection with this Agreement and employer's liability coverage with limits of not less than \$500,000.00 for each accident or illness.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$5,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions including 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) Automobile Liability Insurance

Relating to the use of any motor vehicles (owned, leased, borrowed or otherwise) by the Developer, the General Contractor or any subcontractor for work performed in connection with this Agreement, Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) All Risk Builders Risk Insurance

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

(v) Professional Liability

Relating to the performance of any work in connection with this Agreement by architects, engineers, construction managers or consultants of any kind, Professional Liability insurance covering acts, errors or omissions with limits of not less than \$1,000,000.00. Coverage extensions to 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.

(vi) Valuable Papers Insurance

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

(vii) Contractors' Pollution Liability Insurance

Relating to any environmental remediation work undertaken by the Developer, the General Contractor or any subcontractor in connection with this Agreement, Contractors' Pollution Liability Insurance with limits

of not less than \$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 DPD 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 DPD).

The receipt of the required certificates by DPD 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 herein.

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

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

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

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

(i) 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 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 or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any mortgage or deed of trust that the Developer may hereafter elect to execute

and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted 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 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted 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 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

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
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To: City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 511
Chicago, IL 60602

If to the Developer: Home Depot U.S.A., Inc.
2455 Paces Ferry Road NW
Atlanta, GA 30339-4024
Attn: Senior Real Estate Counsel
Fax No. (770) 433-2739
Telephone No. (770) 433-8211

With Copies To: Altman, Kritzer & Levick, Ltd.
1101 Perimeter Road, Suite 700
Schaumburg, IL 60173
Attn: G.F. Allen, Esq.
Fax No. (847) 240-0344
Telephone No. (847) 240-0340

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 Exhibits attached hereto may not be amended without the prior written consent of the City and the Developer.

18.02 Entire Agreement. This Agreement (including each 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 TIF Ordinances, such ordinances 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, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

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 Certificates, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Exhibit L (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, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them 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 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 obligations hereunder. Notice of such delay for any such reason shall be given by the party seeking to excuse the performance by virtue thereof to the other party within twenty (20) days of commencement of such delay, and excuse from performance of obligations shall be limited to the actual number of days involved in such delay.

18.18 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the

1/14/98

REPORTS OF COMMITTEES

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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 _____, 199_.

(SEAL)

Notary Public

My Commission Expires _____

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 Christopher R. Hill, 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 _____,
199_.

(SEAL)

Notary Public

My Commission Expires _____

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

(Sub)Exhibits "A", "B", "C", "D", "F", "G", "H", "H-1", "J", "K", "L" and "N" referred to in this Redevelopment Agreement read as follows:

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

Legal Description Of Redevelopment Area.

PARCEL I

THAT PART OF THE SOUTH 35.00 ACRES (EXCEPT THE EAST 304 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT IN THE EAST LINE OF THE AFORESAID SOUTH EAST 1/4 THAT IS 629.10 FEET NORTH OF THE SOUTH EAST CORNER OF THE AFORESAID SECTION 33; THENCE WEST IN A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTH EAST 1/4 (BEING THE NORTH LINE OF THE SOUTH 300 FEET OF THE NORTH 25.00 ACRES OF THE SAID SOUTH 35 ACRES) TO A POINT THAT IS 450.00 FEET EAST OF THE WEST LINE OF THE AFORESAID EAST HALF OF THE SOUTH EAST 1/4; THENCE NORTH ON A LINE AT A RIGHT ANGLE TO THE LAST DESCRIBED LINE A DISTANCE OF 51.5 FEET; THENCE WEST ON A LINE AT A RIGHT ANGLE TO THE LAST DESCRIBED LINE AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTH EAST 1/4 A DISTANCE OF 450.00 FEET MORE OR LESS TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SAID SECTION 33, INCLUDING THAT PART FALLING IN WEST 87TH STREET.

PARCEL II

THAT PART OF THE NORTHEAST QUARTER AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING NORTHERLY OF THE SOUTHERLY LINE, AND SAID SOUTHERLY LINE EXTENDED, OF WEST 87TH STREET, WEST OF A LINE 304 FEET (MEASURED AT RIGHT ANGLES THERETO) WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 SECTION AND EAST OF THE WEST LINE OF PARNELL AVENUE.

PARCEL III

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING SOUTH OF THE SOUTH LINE, AND SAID SOUTH LINE EXTENDED WEST, OF LOTS 4 AND 14 IN SEYMOUR ESTATE SUBDIVISION (A SUBDIVISION OF THE WEST 1/2 OF THE SAID SOUTHEAST QUARTER) AND INCLUDING 87TH STREET

AND HOLLAND ROAD FALLING WITHIN, EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LAND LYING SOUTH AND ADJOINING LOTS 4 AND 14 IN SAID SEYMOUR ESTATE SUBDIVISION BOUNDED AS FOLLOWS: COMMENCING ON A POINT ON THE CENTER LINE OF SOUTH STEWART AVENUE EXTENDED SOUTHERLY, WHICH POINT IS ALSO ON THE SOUTHERLY LINE OF SAID LOT 4, EXTENDED WESTERLY THENCE EASTERLY ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINES OF SAID LOTS 4 AND 14, 815 FEET, MORE OR LESS; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 125 FEET, MORE OR LESS; THENCE WESTERLY ON A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOTS 4 AND 14, A DISTANCE OF 500 FEET; THENCE SOUTHERLY ON A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 625.00 FEET; THENCE WESTERLY ON A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOTS 4 AND 14, 312.50 FEET MORE OR LESS TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE C&W.I. RAILROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID LINE UNTIL INTERSECTING WITH THE LINE OF THE CENTER LINE OF SOUTH STEWART AVENUE EXTENDED SOUTHERLY; THENCE NORTHERLY UNTIL REACHING THE POINT OF BEGINNING.

PARCEL IV

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING SOUTHWESTERLY OF THE NORTHERLY LINE OF 83RD STREET, AND SAID NORTHERLY LINE EXTENDED NORTHWESTERLY TO THE WESTERLY LINE OF VINCENNES AVENUE AND SOUTHEASTERLY OF THE WESTERLY LINE OF VINCENNES AVENUE, (EXCEPTING THEREOF THOSE PARTS FALLING IN BLOCKS 1 AND 3 OF WILLIAM O. COLES'S SOUTH ENGLEWOOD PARK SUBDIVISION, A SUBDIVISION OF THAT PART OF SOUTH ENGLEWOOD KNOWN ON THE ORIGINAL PLAT AS STEVEN A. NEWMAN'S PRIVATE GROUNDS IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION RECORDED SEPTEMBER 11, 1873, BOOK 5, PAGE 99 AND BLOCK 17 OF THE PLAT OF PART OF SOUTH ENGLEWOOD, A SUBDIVISION OF THAT PORTION OF SAID SECTION, WHICH LIES WEST AND SOUTHWEST OF HOLLAND SETTLEMENT ROAD AND SOUTH AND SOUTHEAST OF VINCENNES AVENUE AND EAST OF THE CENTER LINE OF THE C.R.I. & P.R.R. RECORDED JANUARY 16, 1873, BOOK 3, PAGE 80, AND THOSE PARTS OF 85TH STREET, 86TH STREET AND 87TH STREET WHICH LIE WEST OF THE WEST LINE, AND SAID WEST LINE EXTENDED, OF PARNELL AVENUE), INCLUDING THOSE PARTS FALLING IN 83RD STREET, 84TH STREET, 87TH STREET AND VINCENNES AVENUE, AND INCLUDING ALL THOSE OTHER STREETS AND ALLEYS, DEDICATED OR OTHERWISE, FALLING WITHIN SAID LAND OR WHICH MAY REVERT TO THE PUBLIC IN THE FUTURE; BUT EXCEPTING THEREFROM THE PARCEL OF LAND BOUNDED AS FOLLOWS: BY THE EASTERLY BOUNDARY LINE OF THE C&W.I. RAILROAD RIGHT-OF-WAY, THE NORTHERLY LINE OF SOUTH VINCENNES AVENUE, THE NORTHERLY LINE OF WEST 83RD STREET AND THE WESTERLY LINE OF SOUTH STEWART AVENUE, (CONSISTING OF APPROXIMATELY 8.2206 ACRES, MORE OR LESS).

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

Legal Description.

Parcel 1:

That part of the South East 1/4 of Section 33, Township 38 North, Range 14, East of the Third Principal meridian, described as follows:

Commencing at the point of intersection of a line drawn 40.00 feet Northeasterly of and parallel with the Northeasterly line of South Holland Road as dedicated per Document Number 5305089 with a line drawn 838.00 feet (measured perpendicularly) West of and parallel with the North and South center line of the South East 1/4 of Section 33 aforesaid; thence North along the last described parallel line 555.78 feet to a point 415.00 feet South of the East and West center line of said South East 1/4 of Section 33 aforesaid; thence Northeasterly 280.548 feet along the arc of a circle of 553.69 feet radius, convey to the Northwest, and whose chord bears North 41 degrees 17 minutes, 46 seconds East; thence Southwesterly 176.104 feet along the arc of a circle of 273.04 feet radius, convex to the Northwest and whose chord bears South 24 degrees, 24 minutes, 08 seconds West, thence South 5 degrees, 55 minutes, 30 seconds West, 195.44 feet along a line tangent to the last described arc to a point on a line 746.50 feet West of and parallel with the North and South center line of the South East 1/4 of Section 33 aforesaid; thence South along said parallel line 681.783 feet; thence North 10 degrees, 39 minutes, 13 seconds West, 83.767 feet to a point on a line 40 feet Northeasterly of and parallel with the Northeasterly line of South Holland Road aforesaid; thence North 22 degrees 06 minutes 16 seconds West along said parallel line 202 feet to the point of beginning in Cook County, Illinois.

Excepting therefrom the following described parcel:

That part of the South East 1/4 of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of a line drawn 40.00 feet northeasterly of and parallel with the Northeasterly line of South Holland Road as dedicated per Document 5305089 (now vacated) with a line drawn 838.00 feet (measured perpendicularly) West of and parallel with the East line of the West 1/2 of the Southeast 1/4 of said Section 33, said point of intersection being the Southwest corner of tract of land described in Lease Agreement as Document 19597865; thence North 109.873 feet, along the last described parallel line, being the West line of the aforesaid tract of land, to the point of beginning of the herein described parcel of land; thence continuing North, along said West line, 445.907 feet to the Northwest corner of said tract of land; thence Northeasterly 280.548 feet along the Northeasterly line of the aforesaid tract of land being the arc of a circle of 553.69 feet radius, convex Northeasterly and whose chord bears North 41 degrees, 17 minutes, 46 seconds East, to the most Northerly corner of said tract of land; thence along the following courses being the Easterly line of said tract of land; Southwesterly 176.104 feet along the arc of a circle of 273.04 feet radius, convex Westerly and whose chord bears South 24 degrees, 24 minutes, 08 seconds West; thence South 5 degrees 55 minutes, 30 seconds West, 195.44 feet along a line tangent to said arc, to a line drawn 746.50 feet (measured perpendicularly) West of and parallel with the East line of the West 1/2 of the South East 1/4 of said Section 33; thence South along said parallel line 85.912 feet; thence Southwesterly 94.444 feet along a line drawn 10.00 feet Southeasterly of and concentric with the

center line of a railroad track as now constructed and occupied said concentric line being the arc of a circle of 396.37 feet radius, convex Southeasterly and whose chord bears South 26 degrees 34 minutes 54.5 seconds West to a point of a reverse curve thence continuing Southwesterly 142.38 feet along said reverse curve, being a line drawn 10.00 feet Southeasterly of and centric with the center line of said railroad track and an arc of a circle of 314.94 feet radius, convex Northwesterly and whose chord bears South 20 degrees, 27 minutes 23 seconds West to the hereinabove designated point of beginning, all in Cook County, Illinois.

PARCEL 2:

An irregular parcel of land in the West 1/2 of the South East 1/4 of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and the North 34 feet of the West 1/2 of the Northeast 1/4 of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of a line 598 feet West of and parallel to the East line of the West 1/2 of the aforesaid South East 1/4 and the North line of West 87TH Street being the South line of the North 34 feet of the West 1/2 of said Northeast 1/4 which point of beginning is the Southwest corner of property conveyed by Quit Claim Deed dated January 10, 1972 and filed for record in the Office of Recorder of Deeds, Cook County, Illinois as Document 21771484; thence North along said parallel line a distance of 771.94 feet; thence West at a right angle 40 feet; thence North along a line which is 638 feet West of a parallel to the East line of the aforesaid West 1/2 of the Southeast 1/4 a distance of 371.09 feet; thence Southwesterly along a curved line convex Northwest having a radius of 248.04 feet to a point of tangent which is 1,008.83 feet North of the North line of 87TH Street at a point on a line which is 701.46 feet West of and parallel to the East line of the aforesaid West 1/2 of the South East 1/4; thence South 5 degrees, 55 minutes, 30 seconds West a distance of 195.30 feet, more or less to the point of intersection of a line which is 721.62 feet West of and parallel to the East line of the aforesaid West 1/2 of the South East 1/4 and a line which is 814.57 feet North of and parallel to the North line of 87TH Street; thence South along said parallel line which is 721.62 feet West of the East line of the aforesaid West 1/2 of the South East 1/4, 80 feet, thence West at a right angle 24.88 feet, more or less to a point on a line which is 746.50 feet West of and parallel to the East line of the aforesaid West 1/2 of the South East 1/4; thence South on a line 746.50 feet West of and parallel to the East line of the aforesaid West 1/2 of the South East 1/4 to the Southeast corner of parcel of land conveyed by Quit Claim Deed dated September 21, 1965 and filed for record in the Office of Recorder of Deeds, Cook County, Illinois on September 24, 1965 as Document 19597865 thence Southeasterly in a straight line to a point on the North line of West 87TH Street; thence Easterly along the North line of West 87TH Street 123.33 feet to the point of beginning, in Cook County, Illinois.

PARCEL 3:

An irregular parcel of land in the West 1/2 of the South East 1/4 of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and in that part of the West 1/2 of the Northeast 1/4 of Section 4 in Township 37 North, in said range and County, lying North of the North line of West 87TH Street bounded and described as follows:

Beginning at the point of intersection of a line 428 feet West of and parallel to the East line of the West 1/2 of the aforesaid South East 1/4 as extended South and the North line of West 87TH Street; thence

North along the extension of and said parallel line, a distance of 974.09 feet; thence Northeasterly on a curve convex to the Northwest having a radius of 468.34 feet tangent to last described course an arc distance of 311.71 feet to a point of curve; thence North 38 degrees, 8 minutes, 2 seconds East a distance of 121.92 feet; thence South 62 degrees, 15 minutes, 42 seconds West a distance of 418.31 feet, more or less to intersection with a line which is 623 feet West of and parallel to the aforesaid East line of the West 1/2 of the South East 1/4 thence West at right angle to said parallel line 4.38 feet; thence South 24 degrees, 24 minutes, 8 seconds West a distance of 25.71 feet to intersection with a line which is 638 feet West of and parallel to the aforesaid East line of the West 1/2 of the South East 1/4 thence South along said parallel line 371.09 feet; thence East at a right angle 40 feet, thence South on a line 598 feet West of and parallel to the East line and said East line extended South of the West 1/2 of the South East 1/4 a distance of 771.94 feet to intersection with the North line of West 87TH Street; thence Easterly along the North line of West 87th Street 170.01 feet, to the point of beginning, in cook County, Illinois,

Excepting therefrom the following described parcel:

A parcel of land in the West 1/2 of the South East 1/4 of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, and in part of the West 1/2 of the Northeast 1/4 of Section 4 Township 37 North, Range aforesaid, lying North of the North line of West 87th Street bounded and described as follows:

Beginning at the point of intersection of a line 428.00 feet West of and parallel with the East line of the West 1/2 of the aforesaid South East 1/4 extended South with the North line of West 87th Street; thence North along said parallel line and its extension, a distance of 604.49 feet; thence Westerly along a line parallel with said North line of West 87th Street, a distance of 117.50 feet to a point on a line which is 545.49 feet West of and parallel with the aforesaid East line of the West 1/2 of the South East 1/4; thence South along a line 545.49 feet West of and parallel with the aforesaid East line and said East line extended South of the West 1/2 of the South East 1/4 a distance of 604.49 feet to the point of intersection with the North line of West 87th Street aforesaid, said point of intersection being 117.50 feet West (as measured along said North line of West 87th Street) of the point of being 117.50 feet West (as measured along said North line of West 87th Street) of the point of beginning of the aforesaid described parcel; thence East along said North line of West 87th Street a distance of 117.50 feet to the point of beginning, in Cook County, Illinois.

PARCEL 4:

A parcel of land in the West 1/2 of the South East 1/4 of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, and in part of the West 1/2 of the Northeast 1/4 of Section 4 Township 37 North, Range aforesaid, lying North of the North line of West 87th Street bounded and described as follows:

Beginning at the point of intersection of a line 428.00 feet West of and parallel with the East line of the West 1/2 of the aforesaid South East 1/4 extended South with the North line of West 87th Street; thence North along said parallel line and its extension, a distance of 604.49 feet; thence Westerly along a line parallel with said North line of West 87th Street, a distance of 117.50 feet to a point on a line which is 545.49 feet West of and parallel with the aforesaid East line of the West 1/2 of the South East 1/4; thence South along a line 545.49 feet West of and parallel with the aforesaid East line

and said East line extended South of the West 1/2 of the South East 1/4 a distance of 604.49 feet to the point of intersection with the North line of West 87th Street aforesaid, said point of intersection being 117.50 feet West (as measured along said North line of West 87th Street) of the point of beginning of the aforesaid described parcel; thence East along said North line of West 87th Street a distance of 117.50 feet to the point of beginning, in Cook County, Illinois.

PARCEL 5:

An irregular parcel of land in the West 1/2 of the Southeast 1/4 of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, and the North 34 Feet of the West 1/2 of the Northeast 1/4 of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 33; thence West along the South line of the aforesaid Section 33, a distance of 2.66 feet to a point of curve on the North line of 87th Street; thence Westerly along a curved line, being the North line of 87th Street, convex Southerly, having a radius of 967.00 feet, an arc distance of 257.182 feet to a point on the North line of 87th Street, said point being 256.50 feet West of the East line of the West 1/2 of the Northeast 1/4 of aforesaid Section 4, and 34 feet South of the North line of said West 1/2 of Northeast 1/4 of said Section 4; thence South 89 degrees, 20 minutes, 48 seconds West, along the North line of 87th Street, tangent to the last described curved line, a distance of 171.528 feet to a point 428.00 feet West of the East line of the West 1/2 of the Southeast 1/4 of said Section 33, measured at right angles thereto; thence North along a line 428.00 feet West of and parallel with the said East line aforesaid, a distance of 974.09 feet; thence Northeasterly on a curved line convex Northwest, having a radius of 468.34 feet, tangent to the last described line, an arc distance of 311.71 feet; thence North 38 degrees, 08 minutes, 02 seconds East, tangent to the last described curved line, a distance of 121.92 feet; thence South 62 degrees, 15 minutes, 42 seconds West, a distance of 418.31 feet to a point on a line which is 623 feet West of and parallel with the aforesaid East line of the West 1/2 of the Southeast 1/4; thence West at right angles to said parallel line, 4.38 feet; thence South 24 degrees, 24 minutes, 08 seconds West, a distance of 25.71 feet to a point on a line 638 feet West of and parallel with the aforesaid East line of the West 1/2 of the Southeast 1/4; thence Southwesterly along a curved line convex Northwest, having a radius of 248.04 feet, an arc distance of 154.647 feet (whose chord bears South 24 degrees, 45 minutes, 27 seconds West, 152.154 feet) to a point on a line 701.46 feet West of and parallel with the aforesaid East line of the West 1/2 of the Southeast 1/4; thence South 5 degrees, 55 minutes, 30 seconds West, a distance of 192.72 feet to a point on a line 721.62 feet West of and parallel with the aforesaid East line of the West 1/2 of the Southeast 1/4; thence South along said parallel line, a distance of 80 feet; thence West at right angles to said parallel line, a distance of 24.88 feet to a point on a line 746.50 feet West of and parallel with the aforesaid East line of the West 1/2 of the Southeast 1/4; thence North along said parallel line, a distance of 81.255 feet; thence North 5 degrees, 55 minutes, 30 seconds East, a distance of 195.44 feet to a point of curve; thence Northeasterly along a curved line convex Northwesterly, having a radius of 273.04 feet, an arc distance of 176.104 feet (whose chord bears North 24 degrees 24 minutes, 08 seconds East, 173.067 feet); thence continuing Northeasterly on a curved line convex Northwesterly, having a radius of 273.04 feet, an arc distance of 92.365 feet (whose chord bears North 52 degrees, 34 minutes 17 seconds East, 91.925 feet); thence North 62 degrees, 15 minutes, 42 seconds East, tangent to the last described curved line, a distance of 314.97 feet to a point which is 7.20 feet South of the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 33, and 303.04 feet West

of the East line of the West 1/2 of the Southeast 1/4 aforesaid; thence North 55 degrees, 06 minutes, 42 seconds East, a distance of 118.961 feet to a point which is 60.26 feet North of the North line of the Southwest 1/4 of the Southeast 1/4 aforesaid and 205.46 feet West of the East line of the West 1/2 of the Southeast 1/4 aforesaid; thence Northeasterly along a curved line convex Southeasterly, having a radius of 353.77 feet, an arc distance of 337.506 feet (whose chord bears North 32 degrees, 07 minutes, 57 seconds East, 324.85 feet) to a point on the North line of the South 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 33; thence North 89 degrees, 44 minutes, 06 seconds East, along said North line, 32.68 feet to the East line of the West 1/2 of the Southeast 1/4 aforesaid; thence South along said East line, a distance of 1671.35 feet to the point of beginning, being the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 33; in Cook County, Illinois.

Parcel 6:

The following parcels are excepted from Parcel 1 through 5 shown above:

Exception A - Plitt Theatres, Inc., Parcel:

That part of the West 1/2 of the Northwest 1/4 of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian and part of the West 1/2 of the Southeast 1/4 of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois described as follows:

Commencing at the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 33; thence North 00 degrees 00 minutes 00 seconds East along the East line of the West 1/2 of the Southeast quarter of Section 33, 595.49 feet for a point of beginning; thence North 84 degrees 33 minutes 35 seconds West, 364.07 feet to an angle point; thence North 61 degrees 48 minutes 55 seconds West, 38.09 feet to an angle point; thence North 90 degrees 00 minutes 00 seconds West, 367.03 feet to the Easterly line of an easement for railroad right of way recorded September 24, 1965 and Document Number 19597865, in Cook County, Illinois, said line also being a curve; thence 42.52 feet Northerly along said curve, concave Northwesterly, having a radius of 396.37 feet, a chord bearing of North 22 degrees 48 minutes 06 seconds East, and a chord distance of 42.50 feet to a point of non-tangency and being 746.50 feet West of said East line of the West half of the Southeast quarter of Section 33; thence North 01 degrees 01 minutes 05 seconds East, 4.98 feet; thence North 00 degrees 00 minutes 39 seconds West, 81.44 feet; thence North 05 degrees 55 minutes 30 seconds East, 195.44 feet to a point of curvature; thence Easterly along a tangential curve concave to the Southeast having a radius of 273.04 feet, a chord bearing of North 34 degrees 05 minutes 38 seconds East, and chord distance of 257.78 feet; thence Easterly along said curve 268.47 feet to a point of tangency; thence North 62 degrees 15 minutes 42 seconds East, 314.97 feet; thence North 55 degrees 06 minutes 42 seconds East, 118.96 feet to a point on an non-tangent curve concave to the Northwest having a radius of 353.77 feet, the chord of said curve bears North 32 degrees 07 minutes 57 seconds East a chord distance of 324.85 feet from said point; thence Northerly along said curve 337.51 feet to a point on the North line of the South 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 33; thence North 89 degrees 44 minutes 04 seconds East along said North line, 32.68 feet to said East line of the West 1/2 of the Southeast 1/4 of said Section 33; thence South 00 degrees 00 minutes 00 seconds East along said East line, 1075.86 feet to the point of beginning.

and also

Exception B: - The Pep Boys Parcel:

That part of the West 1/2 of the Northeast 1/4 of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian and part of the West 1/2 of the Southeast 1/4 of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois described as follows: Beginning at the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 33; thence South 89 degrees 18 minutes 57 seconds West, on an assumed bearing along the South line of said Southeast 1/4 of Section 33, 2.75 feet to a point on the North line of 87th Street and a non-tangent curve concave to the North having a radius of 967.00 feet, a chord bearing of South 74 degrees 37 minutes 22 seconds West, and a chord distance of 18.41 feet; thence Westerly along said curve 18.41 feet to a point of tangency and the point of beginning; thence continuing along said curve 162.67 feet; thence North 00 degrees 00 minutes 00 seconds East, 165.66 feet; thence North 90 degrees 00 minutes 00 seconds East, 160.00 feet; thence South 00 degrees 00 minutes 00 seconds West, 137.42 feet to the point of beginning.

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

T. I. F.-Funded Improvements

Line Item	Cost
Acquisition	\$1,298,500
Demolition	450,000
Environmental Remediation	1,150,000
Site Preparation	3,000,000

In no event will the amount of City assistance pursuant to this Agreement exceed the lesser of (a) \$3,200,000 or (b) 20.8% of the actual total Project costs.

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

Redevelopment Plan And Project.

The City of Chicago has a large and complex economic base. One of the greatest challenges in planning for the growth and expansion of the City's economic base is to maintain a balance between neighborhood and downtown development. Economic forces are polarizing business opportunities in suburban and downtown locations. Neighborhood business districts have fallen prey to the convenience of suburban shopping malls and the draw of specialty retail, entertainment and service opportunities downtown.

The City of Chicago has recognized the challenges of neighborhood economic development through a variety of planning and economic development policies and programs. The City is beginning the process of revitalizing Chicago's neighborhood economies. The adoption of the Chatham Ridge Redevelopment Area Redevelopment Plan and Project is a logical and consistent step toward revitalizing the economic base of the Chatham Ridge area.

Report Definitions

The Redevelopment Plan is designed to improve an under-utilized area in the vicinity of 87th Street and the Dan Ryan Expressway. For the purposes of this report, two geographical areas are defined and will be referred to as follows:

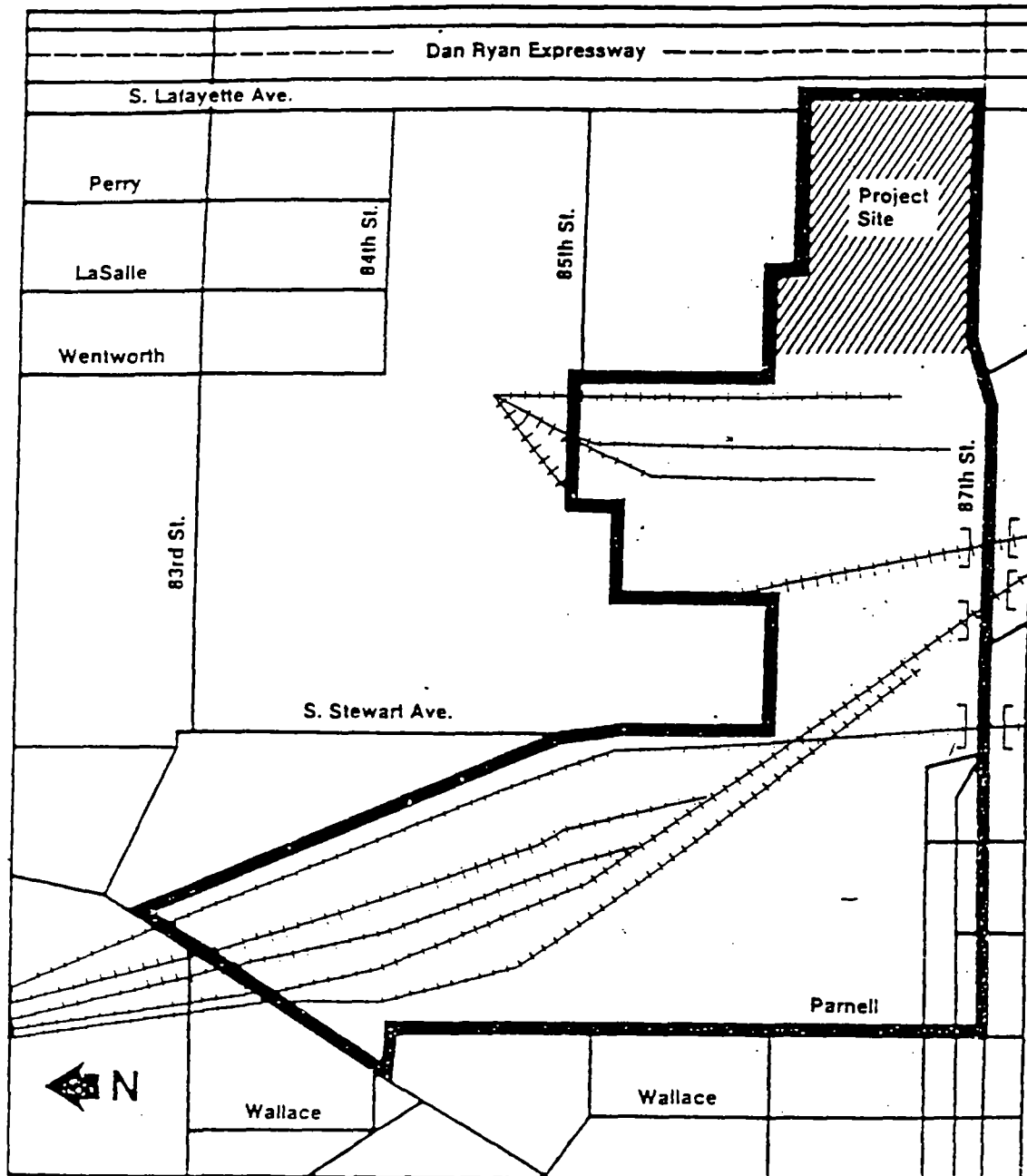
Chatham Ridge Redevelopment Area ("Redevelopment Area"): An approximately 90-acre area which includes the Chatham Ridge Project Site. The Chatham Ridge Redevelopment Area is the broader neighborhood in the vicinity of the Dan Ryan Expressway and 87th Street that is in need of redevelopment (see Figure 1, page 3).

Chatham Ridge Project Site ("Project Site"): An approximately 17-acre site located in the southeast section of the Chatham Ridge Redevelopment Area (see Figure 1, page 3).

The Chatham Ridge Redevelopment Area consists of single- and multi-story manufacturing or processing buildings, vacant land, a flea market, largely underutilized railroad tracks, and a steel scrap yard. Many of the buildings are in partial use or, in some cases, have been abandoned by their previous owners and/or occupants. In addition to the impact of the unsightliness and unproductiveness of the Chatham Ridge Redevelopment Area on the surrounding neighborhood and its residents, the deteriorating condition of the Redevelopment Area is also an unproductive revenue drain for the entire City of Chicago, resulting in a loss of tax dollars. Therefore, development in the Redevelopment Area should be initiated with the Chatham Ridge Project Site in order to introduce a potentially productive parcel back into the neighborhood and, in the process, help begin the revitalization of the Chatham Ridge Redevelopment Area.

Specifically, development of the Chatham Ridge Project Site would result in an approximately 186,000-square-foot retail shopping center, consisting of a one-story multi-tenant structure, several freestanding buildings and off-street parking. The shopping center would feature both nationally and locally based tenants and would be designed to stem the flow of city shoppers to the suburbs for quality and price-conscious merchandise.

CHATHAM RIDGE REDEVELOPMENT AREA Project Site



KEY

- Redevelopment Area
-  Project Site
(is within Redevelopment Area)
- Railroad

This project is extremely vital since the surrounding neighborhood lacks a desired quantity and variety of retail stores, and the project would provide incentives to motivate national businesses to locate in this area instead of the suburbs. The redevelopment of the Chatham Ridge Project Site should help to create a multiplier effect so that additional private funds will be invested in the community, advancing the redevelopment of the area, including the Chatham Ridge Redevelopment Area and perhaps even adjoining parcels, and halting what otherwise would have been a stagnant, unproductive scenario for the City of Chicago.

The Chatham Ridge Project Site currently consists primarily of a one-story building, which was once a warehouse for Johnson Products. Over the years the site has declined, falling on bad times, so that the building is now functionally and economically obsolete. The building has been marketed as an industrial or distribution facility without success. The physical condition of the building and site is deteriorated. Redevelopment to alternative uses provides a viable means of halting the present deterioration of the Chatham Ridge Project Site and stimulating economic development of the surrounding Chatham Ridge Redevelopment Area.

CHATHAM RIDGE REDEVELOPMENT AREA
AND PROJECT SITE DESCRIPTIONS

The Chatham Ridge Redevelopment Area, is generally located on the south side of the City of Chicago, County of Cook and State of Illinois, and is described as being bounded as follows:

By the south boundary line of West 87th Street; the western boundary line of South Parnell Street, the south boundary line of West 84th Street, the west boundary line of South Vincennes Avenue, the easterly line of the right-of-way for the C. & W.I. Railway line; the southern boundary of the Ryerson Steel plant facilities; the western and southern boundary lines of lands used for the Johnson Products distribution facility, and the west line of the Dan Ryan Expressway.

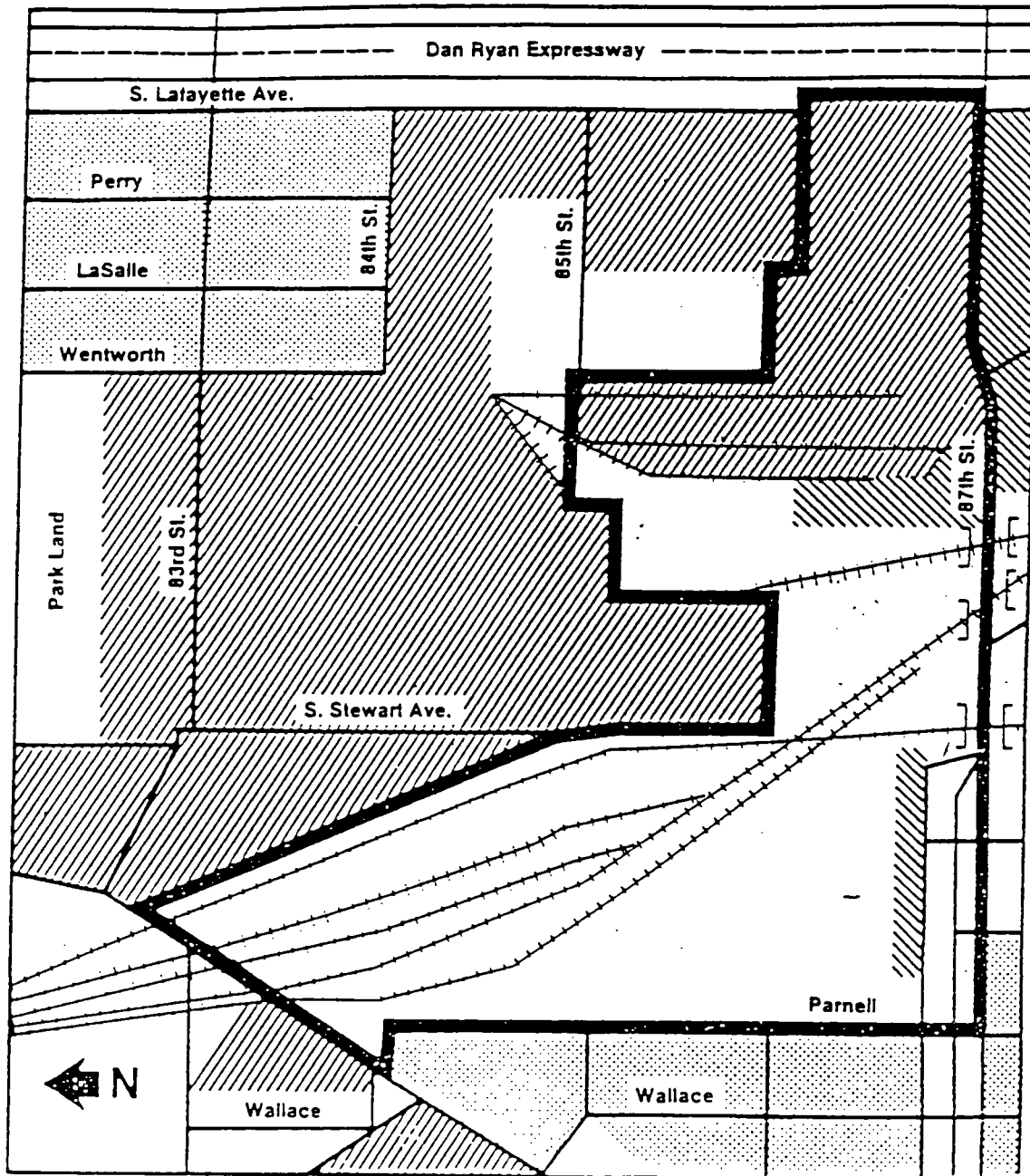
The Chatham Ridge Redevelopment Area is approximately 90 acres in size and is located in a predominantly nonresidential portion of the city, characterized by industrial and commercial uses. The Area with its existing land uses is shown in Figure 2 on the following page, and legally described in Appendix A.

Existing land uses in the Chatham Ridge Redevelopment Area include industrial, commercial and transportation (railroad). A portion of the Redevelopment Area is vacant. Existing development in and improvements to the Redevelopment Area include the following:

- A 200,000-square-foot industrial/warehouse building currently being used for commercial purposes.
- A steel salvage yard.
- An older, multiple-story processing/warehousing facility currently being used for commercial purposes (flea-market).
- A gasoline service station.
- A church building.
- A construction yard and storage building.
- Railroad trackage and related buildings.

CHATHAM RIDGE REDEVELOPMENT AREA

Existing Land Uses



The Chatham Ridge Project Site is the aggregate of approximately 17 acres. The Chatham Ridge Project Site is shown in Figure 1. It includes only those contiguous parcels of real property and improvements thereon which will be benefited substantially by the proposed redevelopment project.

The Chatham Ridge shopping center would be developed on the Chatham Ridge Project Site. The Chatham Ridge Project Site, located on the south side of the City of Chicago, County of Cook and State of Illinois, is bounded by the western line of the Dan Ryan Expressway (I-94) on the east, the south boundary line of west 87th Street on the south, the east property line of the Anthony Steel steel scrap yard on the west and the south property line of the Johnson Products manufacturing/distribution facilities on the north.

Existing land uses on the Chatham Ridge Project Site consist primarily of a one-story building, which was once a warehouse for Johnson Products, and its accompanying parking lot and rail spur.

POLICY FOUNDATION

The Redevelopment Plan for the Chatham Ridge Redevelopment Area conforms to the comprehensive plan for the development of the City of Chicago as a whole. Further, these purposes are consistent

with and are pursuant to implementation of general municipal development objectives and policies contained in plans previously stated by the City of Chicago, including the following:

1. The Comprehensive Plan of Chicago: the Improvement Plan for Business, December 1966.
2. The Comprehensive Plan of Chicago: Mid-South Development Area, September 1968.
3. Chicago Development Plan, Chicago Works Together, May 1984.

Pertinent objectives from the above three mayoral policy statements include the following (the number in parentheses following each specific pertinent objective refers to the plan from which it is excerpted):

1. Provide adequate parking and attractive settings. (1)
2. Improve business centers in older parts of the City. (1)
3. Private initiative supported by public actions will be the important component in business improvements. (1)
4. Improve business centers in conjunction with major rebuilding programs. (1)
5. Consolidate strip commercial development. (1)
6. Provide needed shops and services for Chicago residents. (1)
7. Pursue projects which would compete effectively with suburban centers. (1)
8. Give priority (of treatment) to centers which face competition from suburban centers. (1)
9. Provide more efficient and attractive commercial facilities by encouraging the consolidation of businesses into competitive, customer-oriented retail and special-service centers. (2)

10. Encourage industry to meet contemporary standards regarding parking, screening noise and air pollution. Encourage the consolidation of older industrial districts by replacing or rehabilitating deficient buildings and removing nonindustrial uses. (2)
11. Maintain residential areas of high quality and improve those which have deteriorated. Increase the supply of standard housing by rebuilding in older areas. (2)
12. An emphasis on strengthening Chicago's tax base is fundamental to virtually every City development project which seeks to maintain or expand Chicago's business community and to create job opportunities for City residents. (3)
13. Many Chicago neighborhoods that have suffered disinvestment in the past should be emphasized for new investment over those neighborhoods with extensive and solvent private investment. (3)
14. A call for balanced growth as a key to economic development means the vigorous pursuit of development opportunities in both the downtown and the neighborhoods, and across the City's economic sectors. (3)

REDEVELOPMENT PLAN GOALS AND OBJECTIVES

The purpose of the Redevelopment Plan is to stimulate growth in the form of investment in new development and reinvestment in facilities that are essential in a specific business district, as it is in the entire City. Redevelopment and conservation efforts in the Redevelopment Area would strengthen the entire City through environmental improvements and an increased tax base, and would provide additional employment opportunities. It would encourage citizens and government to work together to address and solve the problems of urban growth and development. The joint venture between

the City and the private sector for the redevelopment of the Chatham Ridge Redevelopment Area would receive significant support from the business community.

General Goals

- A. Improve the quality of life in Chicago by eliminating the influences of both physical and economic blight in the Redevelopment Area.
- B. Enhance the marketability of vacant and other underutilized properties by encouraging private investments which strengthen the community's economy, tax base, business environment and living environment.
- C. Develop and create an attractive blend of retail and restaurant space with related uses.
- D. Provide adequate and accessible on-site parking and good traffic flow.
- E. Provide sound economic development in the Redevelopment Area while generating needed sales and real estate tax revenues.
- F. Provide employment opportunities for minorities and women.

Redevelopment Objectives

- A. Enhance the tax base of the City of Chicago and of other taxing districts which extend to the Redevelopment Area by encouraging private investment and commercial development.
- B. Provide public improvements which include utilities, parking, public open space, sidewalks, streetscapes, etc.
- C. Eliminate blight conditions within the Redevelopment Area.
- D. Enhance the value of properties within both the Redevelopment Area and the general business district.
- E. Provide a net benefit to the City in both jobs and tax revenues.
- F. Provide needed incentives to encourage a broad range of improvements in the development of the Redevelopment Area.

CHATHAM RIDGE REDEVELOPMENT AREA ELIGIBILITY

The Tax Increment Allocation and Redevelopment Act (Act) of 1977 allows municipalities to improve eligible "blighted" or "conservation" areas in accordance with an adopted redevelopment plan. The Act defines specific criteria for determining the eligibility of an area for redevelopment.

A redevelopment project area is:

"An area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted and conservation areas."

A conservation area is defined by the Act as:

"... any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; lack of community planning, is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area."

A blighted improved or vacant area is defined by the Act as:

"... any improved or vacant ... area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of five or more of the following factors:

age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; lack of community planning is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the tax district is impaired by, (1) a combination of two or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such land; deterioration of structures on site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused rail yards, rail tracks or railroad rights-of-way"

To determine eligibility, a field survey of the Redevelopment Area was conducted together with further research into building age, performance and condition. The discussion below presents an analysis of site and building conditions that relate to the criteria established for designating a redevelopment project area. Relevant characteristics of the improved portions of the Chatham Ridge Redevelopment Area are as follows:

- Size - The Chatham Ridge Redevelopment Area is approximately 90 acres in size, which exceeds the minimum requirement for a redevelopment project area.
- Age of buildings - The majority of the buildings in the Redevelopment Area were constructed before 1950, which exceeds the 35-year standard defined in the Act. These buildings include:

- . The industrial/warehouse/office building formerly occupied by Johnson Products.
- . The processing/warehouse facility that is partially occupied by the Rainbow Flea Market.
- . The Concord oil gasoline service station (part).
- . The building structures associated with the railroad operations.
- . The building structures associated with Anthony Steel that are identifiable.

Deterioration - Various buildings and land areas in the Redevelopment Area exhibit different stages of deterioration. The overall pattern in the Area clearly leads to an increasing rate of disinvestment and deterioration. For example, the industrial warehouse building at Lafayette and 87th Street has some leaks in its roof that have resulted in water damage. The north side of the building is overgrown and declining from lack of use because of an abandoned rail spur. The surrounding site, which is largely vacant or used for parking, is also overgrown, poorly maintained and strewn with garbage. The Rainbow Flea Market is located in an old processing/warehouse facility that is in a severe state of disrepair. A multi-story building at the northern end of this facility exhibits dilapidated conditions such as an overall poor physical condition, broken windows, outmoded equipment and a missing roof. A large parcel of land between the Flea Market and Concord Oil is covered with garbage and other unwanted debris. Similarly, the parcel between the Church of God and Concord Oil has become partially a dumping ground.

Obsolescence - The largest building in the Redevelopment Area, the 200,000-square-foot former Johnson Products facility is functionally and economically obsolete. The building was unsuccessfully marketed for five years as an industrial/warehouse facility. The facility fails to meet many of the criteria that manufacturing/warehouse operations require for facilities:

- . The long and narrow configuration of the building would require an inefficient U-shaped material flow.
- . There is a lack of rail service which would be essential for a facility of this magnitude.

- . The placement of the building on the lot line at the 87th Street and Lafayette Avenue intersection inhibits ingress and egress of transportation vehicles because of tight turning radii and traffic conditions.
- . The physical condition of the interior offices does not meet present standards of design, utilization or flexibility.

Other obsolete buildings in the Area include the multi-story portion of the building that currently houses the flea market. Modern manufacturing and distribution technologies are not suited to multi-story building configurations. The railway buildings on the western side of the Redevelopment Area are largely obsolete because of greatly reduced rail traffic in the area. The HD&B Construction storage facility was originally built for residential uses. Because of deterioration caused by its present use, only a major effort could return it to this higher former use.

Depreciation of physical maintenance - Land and buildings within the Redevelopment Area are not being properly maintained, reflecting the general underutilization of these properties. Vacant land within the Redevelopment Area serves as a local dumping ground, and is generally overgrown. The Rainbow Flea Market building has broken and boarded-up windows. The parking lot and driveway are in disrepair. The multi-story portion of the building does not have a roof, and could be a potential safety hazard. The area surrounding the 200,000-square-foot building is overgrown and littered with debris, which detracts from the desirability of the area. The facility is occupied by temporary tenants who have little incentive to maintain the facility at its proper level. Interior carpeting and finish are worn, water damage is not repaired, some washrooms are unusable and parts of the facility's physical plant are poorly maintained.

Deleterious land uses and layout - The land-use pattern in the Redevelopment Area is inconsistent and unsightly. The salvage yard and flea market are transitional land uses that do not reflect the development potential of this area, given its high traffic volume and visibility, and is inconsistent with surrounding residential and commercial land uses. The abandoned multi-story facility, the underutilized rail tracks

and vacant land are garbage-laden, further detracting from the Area's development potential. The potential of the largest facility in the Redevelopment Area, the former Johnson Products building, is limited by its layout. In order to redevelop or reuse the building, it must be subdivided to meet the needs of the marketplace. Changing manufacturing technology and management procedures are leading a shift in demand toward smaller manufacturing facilities in the range of 50,000 square feet, not 200,000 square feet. The configuration of the building and its position on the site are deleterious to its reuse:

- . The placement of sanitary facilities, sprinkler systems and other basic building systems are designed for a single user and would be expensive to retrofit for multi-tenants.
- . The building was originally designed to be served by both rail and truck transportation. Because the former is in disrepair from lack of use, the long and narrow configuration of the building now requires an inefficient U-shaped materials flow.
- . Ingress and egress to the facility are inhibited by its proximity to the intersection of 87th Street and Lafayette Avenue. Trucks entering and exiting the facility must make sharp turns into and out of an enclosed delivery area.
- . The lack of rail service restricts reuse potential.

Lack of community planning - The Redevelopment Area and its surrounding area have developed in an inconsistent manner. The potential of the shopping center south of 87th Street is inhibited by the underutilization and deleterious land uses of the Project Site. The amalgamation of industrial, commercial and residential land uses in the vicinity of 87th and Lafayette presents an inconsistent development pattern. The lack of synergistic or related land uses inhibits the area's market potential. Conflicting use patterns, such as truck versus automobile traffic, can cause public safety hazards, as well as general inconvenience. The abandoned and underutilized rail spurs have historically hampered development in the Redevelopment Area, and encourage dumping of debris. A critical mass of complementary retail/commercial uses is necessary to revitalize the economic development potential of the Redevelopment Area.

The characteristics of the vacant land in the Redevelopment Area are also relevant to the eligibility of the Redevelopment Area as follows:

- The western portion of the Redevelopment Area consists largely of rail tracks and rail right-of-way that are unused or underutilized.
- If the rail tracks are abandoned, the original platting of the streets and alleys will be in force (as passed by the town of Lake, November 1, 1881), which will inhibit redevelopment.
- The structures and areas surrounding the vacant land and in the Redevelopment Area are deteriorating as discussed above.
- There is diversity of ownership.

These survey results indicate that the Chatham Ridge Redevelopment Area qualifies as a blighted or conservation area under the Statutory criteria for such classifications. The Redevelopment Area has significant deficiencies in the following factors:

- Age
- Deterioration
- Obsolescence
- Depreciation of physical maintenance
- Deleterious layout and land uses
- Lack of community planning
- Obsolete platting
- Railway use and right-of-way
- Diversity of ownership of vacant land

The Chatham Ridge Redevelopment Area is clearly in need of redevelopment and is eligible for utilization of the Provisions of the Act. On the whole, the Chatham Ridge Redevelopment Area has not been subject to healthy growth and development through investment by private enterprise, and would not reasonably be anticipated

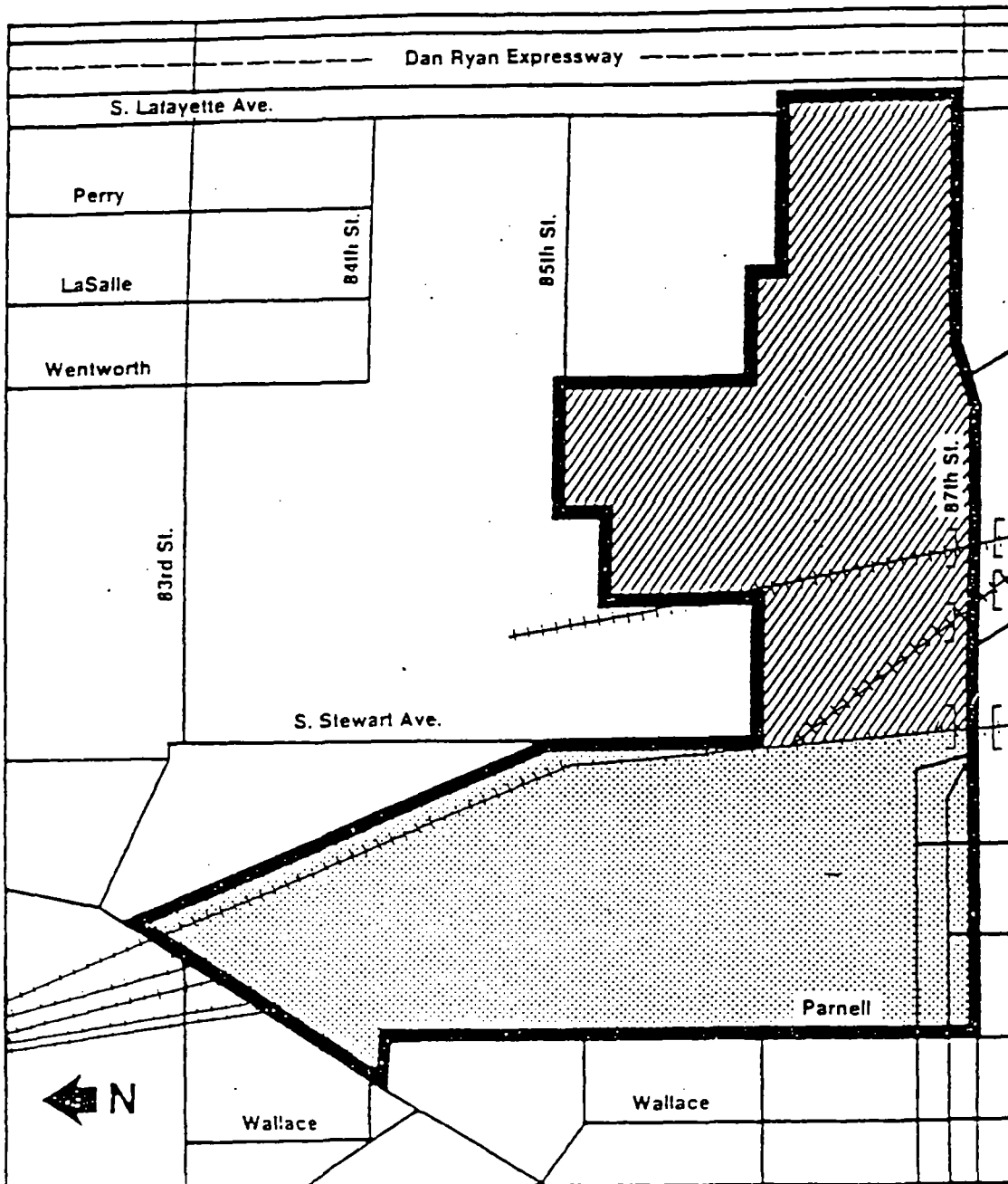
to be developed without the adoption of the Redevelopment Plan. Vacancies, abandoned buildings, obsolescence, depreciation of physical maintenance, and deleterious layout are all evidence of this situation. Lack of community planning and structural deterioration create obstacles which impede development through normal private actions. The existing facility on the Project Site has been marketed for five years without success for industrial/warehouse uses. It is functionally and economically obsolete, and reuse and redevelopment are the best strategies for utilizing the site to its full development potential.

REDEVELOPMENT PLAN

Pursuant to the foregoing goals and objectives, a coordinated Redevelopment Plan would be implemented to upgrade and revitalize the Redevelopment Area. The first phase of this plan would be to redevelop the Chatham Ridge Project Site at 87th and Lafayette for a community retail shopping center. Other development may be attracted to the Chatham Ridge Redevelopment Area once the subject shopping center is in place. Any such further development projects would have to be consistent with this Plan and the Act. Figure 3 on the following page identifies the proposed future land uses for the Redevelopment Area.

CHATHAM RIDGE REDEVELOPMENT AREA

Future Land Uses



Development Strategies

The development strategy under the Redevelopment Plan is to encourage the timely development of a shopping center on the Chatham Ridge Project Site at the corner of Lafayette and 87th Street. Other parts of the Redevelopment Area will be used for commercial and residential purposes as shown in Figure 3. Future land uses and redevelopment strategies will be consistent with this Redevelopment Plan.

All existing buildings on the Chatham Ridge Project site are to be demolished and construction would proceed so that the final redevelopment would include:

- A 186,000-square-foot, one-story, multi-tenant retail mall.
- Freestanding outlot-pads to feature restaurant and other related uses.
- Off-street parking.

The City of Chicago will provide improvements related to the Chatham Ridge shopping center on the Project Site to enhance the City as a whole, to support the Chatham Ridge Redevelopment Plan, and to serve the needs of area residents and businesses. Appropriate public improvements would include at least the following:

- Site preparation
- Upgrading storm, sewer and water lines in the adjoining streets
- Installing new sidewalks
- Providing new lighting and landscaping

The cost of these improvements is estimated in the schedule, Estimated Project Development Costs, in Exhibit 1 on page 24, and will be described in a subsequent section.

The retail center would feature both nationally and locally based tenants. The store mix and marketing strategy for the center would be designed to reduce the leakage of retail expenditures from the neighborhood, as well as to complement existing retail businesses.

Relocation

In order to facilitate the development of the Chatham Ridge shopping center, existing tenants in the building on the Redevelopment Site would have to be relocated. These tenants include:

- Debbie's School of Beauty Culture
- Junior Achievement
- A temporary service center for the M.A.N. Truck and Bus Corporation

The costs of relocation in the form of either relocation advice or financial assistance would be supported by tax increment funds. Future redevelopment of the rest of the Redevelopment Area and the costs associated with relocating tenants present at that time might be covered by tax increment funds generated by such future redevelopment.

Land Use Plan - Chatham Ridge Shopping Center -
Chatham Ridge Project Site

Land uses would be developed in accordance with the Planned Unit Development (PUD) to be submitted to the proper governing body. Future land uses are also expected to be in accordance with the proposed PUD and allowable variances therefrom. It is the intent of the plan to encourage conforming mixed-used development. The following are the characteristic uses which the City desires in the Project Site.

- Retail Uses - Retail uses should be developed in order to make the Project Site one of the preferred shopping center destinations in the City. Prospective tenants include food, appliance, drug and toy stores as anchors with ancillary, multi-tenant retail space.
- Restaurant Uses - Restaurant uses would be permitted throughout the Project Site.
- Parking Uses - Full realization of economic development potential of the Project Site is directly related to the availability of sufficient automobile parking that is conveniently located together with appropriate pedestrian linkages and amenities to allow and encourage patrons to combine their errands into a one-stop, multi-purpose trip.

Development Design Objectives

The land use plan for the shopping center is designed to improve and strengthen the general land-use relationships within the area. The placement of the building on the Project Site encourages interaction between the proposed retail center and the existing

shopping center located directly across 87th Street to the south, providing a stronger retail market draw for multi-purpose shopping trips. The industrial uses to the north are shielded by the site plan design, creating a consistent retail/commercial land-use pattern at 87th and Lafayette.

Architectural and design standards would meet or exceed City requirements. The development of subsequent portions of the Chatham Ridge Redevelopment Area would be consistent in quality and design standards with the Chatham Ridge shopping center.

Estimated Project Development Costs

The Redevelopment Plan required for tax increment financing must include a description of all costs pertaining to the redevelopment project. These project costs include all reasonable or necessary expenses incurred or estimated to be incurred in connection with a redevelopment plan and a redevelopment project. For example, these costs may be:

1. Cost of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan, including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services.
2. Building acquisition, including demolition of buildings, removal of debris and site grading.
3. Costs of removing and constructing or repairing of on- or off-site public improvements, such as roads, curbs, signs, sidewalks, utilities and landscaping.

4. Financial costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 16 months thereafter, and including reasonable reserves related thereto.
5. Costs for relocating tenants from structures that will be demolished.

The estimated costs associated with the redevelopment of the Chatham Ridge Project Site are presented in Exhibit 1 on the following page.

Sources of Funds

Although other sources of funds which become available are not to be excluded, the only source presently contemplated for funding the redevelopment project costs described above is tax increment financing (T.I.F.). The revenue to support a T.I.F. bond issue will be derived from the incremental real estate taxes and the sales tax revenue generated by the new development in the designated redevelopment area.

The sales tax revenue was estimated by identifying a probable retail mix of the shopping center and applying a sales volume figure for each retail use. Because there are no current retail sales on the site, the total expected sales tax revenues are available to the increment allocation. The sales tax revenue allocated

**EXHIBIT 1
CHATHAM RIDGE PROJECT SITE
ESTIMATED PROJECT DEVELOPMENT COSTS
ELIGIBLE FOR TAX INCREMENT FINANCING**

ITEMS	ESTIMATED COSTS (1)
Building Acquisition	\$2,000,000
Public Improvements	923,000
Site Preparation	1,668,000
Tenant Improvements / Relocation	100,000
Architect & Engineer	61,600
Other Professional Fees	300,000
City Administration Expenses	100,000
Financing Expenses	1,117,100
 TOTAL	 \$6,269,700

(1) The cost figures mentioned above are intended to provide an estimate as to project costs. Line items amounts may vary and amounts shown may be shifted from one category to another.

Source: First National Realty & Development Company, Inc.

to the increment fund include the following five taxes: Municipal Retailer Occupation Tax, Municipal Service Occupation Tax, Retailer Occupation Tax, Use Tax and Service Use Tax.

As shown on Exhibit 2 on the following page the last current 1985 equalized assessed valuation and property tax revenue for the Chatham Ridge Redevelopment Area are approximately \$1,302,119 and \$126,554, respectively. The assessed valuation and property tax revenue for the Project Site are approximately \$850,096 and \$82,622, respectively, which represents 65% of the Redevelopment Area's equalized assessed valuation and its real property taxes. The prospective estimate of equalized assessed valuation after redevelopment of the Chatham Ridge Project Site is approximately \$5,713,000 during the shopping center's first full year of operation (see Appendix B).

The total amount of sales tax and real estate tax revenue available to service the tax increment bonds is estimated in Appendix B and shown on page 27 as Exhibit 3. The sales tax revenue will be used exclusively for the development of the Chatham Ridge Redevelopment Area. The Project Site would not reasonably be developed without the use of such incremental revenue. Any excess tax revenue not required for payment of the bond debt service costs and redevelopment project costs may be used for early repayment of debt or be distributed to the public taxing entities.

EXHIBIT 2

CHATHAM RIDGE REDEVELOPMENT AREA
1985 EQUALIZED ASSESSED VALUATION AND
REAL PROPERTY TAXES

<u>Property identification number</u>	<u>Equalized assessed valuation</u>	<u>Real property taxes</u>
20-33-305-004	Exempt	
-005	\$ 1,374	\$ 134
-006	6,753	656
-010	3,608	351
-012	Exempt	
-013	Exempt	
-018	(1)	(1)
-022	39,170	3,807
-024	9,522	925
-025	12,535	1,218
-026	(3)	(3)
-027	112,820	10,965
-028	Railroad (2)	
-029	106,635	10,364
-030	159,606	15,512
20-33-411-013	634,930	61,709
-014	Railroad (2)	
-021	79,151	7,693
-022	45,936	4,465
-028(4)	90,079	8,755
	<u>\$1,302,119</u>	<u>\$126,554</u>

- (1) Only a small vacant portion of this tax parcel is included in the Redevelopment Area. It is assumed that the assessed valuation and property taxes for this parcel flow to the developed portion of the parcel and not the Redevelopment Area.
- (2) Taxes/payments in lieu predicated on value of property in whole State and allocated to various jurisdictions. It is not possible to ascertain taxes on railroad property at this time.
- (3) Not meaningful. Data not available from Assessor.
- (4) Only part of this tax parcel is in the Redevelopment Area. Equalized assessed valuation and property tax revenues as shown have been apportioned on the basis of land area.

Source: Cook County Assessor's Office.

EXHIBIT 3
CHATHAM RIDGE PROJECT SITE
ANALYSIS OF INCREMENTAL TAX REVENUE

	INCREMENTAL REAL ESTATE TAX REVENUE (1)	INCREMENTAL SALES TAX REVENUE (1)	TOTAL I.I.F. REVENUE
1987	0	0	0
1988	(13,100)	0	(13,100)
1989	393,200	514,666	907,866
1990	583,800	1,082,390	1,666,190
1991	617,500	1,136,510	1,754,010
1992	653,000	1,193,335	1,846,335
1993	685,650	1,253,002	1,938,652
1994	719,933	1,315,652	2,035,585
1995	755,930	1,381,435	2,137,365
1996	793,727	1,450,507	2,244,234
1997	833,413	1,523,032	2,356,445
1998	875,084	1,599,184	2,474,268
1999	918,838	1,679,143	2,597,981
2000	964,780	1,763,100	2,727,880
2001	1,013,019	1,851,255	2,864,274
2002	1,063,670	1,943,818	3,007,488
2003	1,116,854	2,041,009	3,157,863
2004	1,172,697	2,143,059	3,315,756
2005	1,231,332	2,250,212	3,481,544
2006	1,292,899	2,362,723	3,655,622
2007	1,357,544	2,480,859	3,838,403

(1) There is a one year lag between the accrued incremental real estate and sales tax revenues shown in Appendix B, Exhibits A and C, and when the revenues become available to service obligations, as shown above.

(2) A 5% annual inflation rate is assumed.

Source: Laventhol & Horwath, See Appendix B for explanation.

Nature and Term of Obligations to be Issued

Tax increment revenue obligations may be issued pursuant to the Act for a term not to exceed 20 years. One or more series of obligations may be issued from time to time in order to implement the redevelopment plan. All obligations are to be covered after issuance by projected and actual tax increment revenues and by such debt service reserves and sinking funds as may be provided by ordinance. The terms and conditions of the obligations will depend upon many factors, including recent financial market conditions and its perceived level of risk in the real estate project. Revenues not required for the retirement of obligations providing for reserves, sinking funds and payment of redevelopment project costs are to be declared surplus and become available for distribution annually to the taxing districts in the redevelopment area in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis with either fixed rate or floating interest rates; with or without floating interest rates, with or without capitalized interest, with or without interest rate limits, and with or without redemption provisions.

Provisions for Amendment

The Redevelopment Plan and Project may be amended in accordance with the terms of the Act.

Completion of Redevelopment Project and
Retirement of Obligations to Finance
Redevelopment Costs

The redevelopment of the Chatham Ridge Redevelopment Area will be completed and all obligations issued to finance redevelopment project costs will be retired no later than December 1, 2009. Pursuant to this plan, the bonds will mature no later than 23 years from the adoption of the ordinance approving the redevelopment of the Chatham Ridge Redevelopment Area. Construction activities for the Chatham Ridge Project Site are expected to be completed in four years. Obligations may be retired within less than ten years, depending on the incremental real property and sales tax yield.

[Appendix "A" referred to in this Redevelopment Plan and Project constitutes (Sub)Exhibit "A" to the Redevelopment Agreement and is printed on page 59654 of this Journal.]

Appendix "B" and Amendment Number I referred to in this Redevelopment Plan and Project read as follows:

Appendix "B".
(To Redevelopment Plan And Project)

The Redevelopment Plan for the Project Site provides information to estimate the incremental tax revenue generated by the contemplated Chatham Ridge shopping center. Two revenue sources are applicable as shown below, sales and real property taxes.

SALES TAX REVENUE

The sales tax revenue was estimated by identifying a probable retail mix of the shopping center and applying a sales volume figure for each retail use from the publication entitled "Dollars and Cents of Shopping Centers", published by the International Council of Shopping Centers. Future sales volumes assume no real growth above an estimated inflation rate of 5% annually; see Exhibits A and B at the end of this Appendix.

PROPERTY TAX REVENUE

The estimated equalized assessed valuation of the Chatham Ridge Project Site after redevelopment was estimated on the basis of the planned new construction. The Chatham Ridge shopping center is estimated to generate an equalized assessed valuation of \$5,713,000, representing a net increase of \$4,862,869 over the present. This equalized assessed valuation assumes the current 40% assessment ratio for commercial property in Cook County and a state multiplier of 1.8085. The market value for the land and construction cost for the proposed shopping center totals approximately \$7.9 million.

Future real property taxes generated by the shopping center are expected to be in the range of \$674,900 during the center's first full year of operation (Exhibit C to this Appendix). This tax revenue is estimated by applying the 1985 property tax rate in the City of Chicago (\$9.719 per \$100 of assessed value) against the estimated equalized assessed value of the proposed redevelopment and inflating this base tax level by 5% per year. The real property tax increment that is available to support the T.I.F. bonds is shown in Exhibit C to this Appendix.

(Sub)Exhibit "A", "B" and "C" referred to in this Appendix "B" read as follows:

(Sub)Exhibit "A".
(To Estimated Sales And Real Estate
Tax Revenues)

CHATHAM RIDGE PROJECT SITE
ESTIMATED ANNUAL SALES VOLUME PER SQUARE FOOT
FOR THE FIRST TWO YEARS

	STORE TYPE (1)	SQUARE FEET (1)	ANNUAL SALES VOLUME PER SQUARE FOOT (2)	
			1988	1989
Tenant A	Fast Food	2,250	\$170	\$179
Tenant B	Fast Food	3,000	170	179
Tenant C	Fast Food	3,000	170	179
Tenant E	Small	17,400	145	152
Tenant F	Grocery	74,550	310	326
Tenant G	Paint	10,800	115	121
Tenant H	Appliance	24,950	125	131
Tenant J	Drug	13,000	150	158
Tenant K	Toy	36,792	90	95
TOTAL		185,742		

(1) Store mix and store size information was provided by First National Realty.

(2) Sales volumes are based on an industry trade publication, "Dollars and Cents of Shopping Centers", which provides sales statistics by shopping center size and by store type. A five percent inflation rate is assumed in the annual sales estimates after 1988. There are only six months of operation in 1988.

(Sub)Exhibit "B".
(To Estimated Sales And Real Estate
Tax Revenues)

CHATHAM RIDGE PROJECT SITE
ESTIMATED SALES VOLUME AND TAX REVENUE FOR
TAX INCREMENT FINANCING

	1988	1989	1990	1991	1992
Tenant A	\$191,250	\$402,750	\$422,888	\$444,032	\$466,233
Tenant B	255,000	537,000	563,850	592,043	621,645
Tenant C	255,000	537,000	563,850	592,043	621,645
Tenant E	1,261,500	2,644,800	2,777,040	2,915,892	3,061,687
Tenant F	11,555,250	24,303,300	25,518,465	26,794,388	28,134,108
Tenant G	621,000	1,306,800	1,372,140	1,440,747	1,512,784
Tenant H	1,559,375	3,268,450	3,431,873	3,603,466	3,783,639
Tenant J	975,000	2,054,000	2,156,700	2,264,535	2,377,762
Tenant K	1,655,640	3,495,240	3,670,002	3,853,502	4,046,177
Total Sales	\$18,329,015	\$38,549,340	\$40,476,807	\$42,500,647	\$44,625,680
Food and Drug Sales (1)	11,701,500	24,611,400	25,841,970	27,134,069	28,490,772
Sales Tax Revenue at 1%	117,015	246,114	258,420	271,341	284,908
All Other Sales	6,627,515	13,937,940	14,634,837	15,366,578	16,134,908
Sales Tax Revenue at 6%	397,651	836,276	878,090	921,995	968,094
Total Sales Tax Revenue (2)	\$514,666	\$1,082,390	\$1,136,510	\$1,193,336	\$1,253,002

(1) This category equals all sales for Tenant F (grocery) and 15% of sales for Tenant J (drug).

(2) The entire sales tax revenue shown above is assumed to be available for funding T.I.F. bonds.

(Sub)Exhibit "C".
(To Estimated Sales And Real Estate
Tax Revenues)

CHAITHAM RIDGE PROJECT SITE
ESTIMATED REAL ESTATE TAX REVENUE
AND INCREMENTAL REVENUE AVAILABLE FOR
TAX INCREMENT FINANCING

	1987	1988	1989	1990	1991
Estimated RE Tax Revenue Collected from New Development					
Plus Construction Period RE Tax Revenue	78,000	108,000	0	0	0
Equals Total RE Tax Revenue	78,000	486,300	674,900	708,600	744,100
Existing RE Tax Revenue Base	91,100	91,100	91,100	91,100	91,100
Incremental RE Tax Revenue	(\$13,100)	\$393,200	\$583,800	\$617,500	\$653,000
	=====	=====	=====	=====	=====

- Notes: (1) Tax revenue is assumed to increase 5% annually.
(2) There are only 6 months of operation assumed in 1988 during which an average occupancy of 90% is assumed.
(3) The tax revenue base is fixed unless the tax rate increases.

Amendment Number 1.
(To Redevelopment Agreement)

The Chatham-Ridge Redevelopment Area's Redevelopment Plan and Project (the "Plan") of the City of Chicago approved by Ordinance of the City Council on December 18, 1996 is hereby amended by revising Exhibit 1 ("Estimated Project Development Costs") as follows:

"Amendment No. 1 to the Redevelopment Project and Plan"

<u>Original Estimated Project Development Items</u>	<u>Original Estimated Costs</u>	<u>Amended Project Development Items</u>	<u>Amended Project Costs</u>
Building Acquisition	\$ 2,000,000	Property Assembly Land Acquisition Demolition Site Preparation Environmental Remediation	\$10,500,000
Public Improvements	\$ 923,000	Public Improvements:	\$ 5,000,000
Site Preparation	\$ 1,668,000	Delete	\$ -0-
Tenant Improvements/ Relocation	\$ 100,000	Relocation	\$ 500,000
Architect & Engineer	\$ 61,600	Delete	\$ -0-
Other Professional Fees	\$ 300,000	Professional Services (Studies, Plans, Surveys Administration, Legal, Architectural & Engineering Environmental audits, etc.)	\$ 1,500,000
City Administration Expenses	\$ 100,000	Delete	\$ -0-
Financing Expenses	\$ 1,117,000	Interest	\$ 2,000,000
No Category Listed	\$ -0-	Rehabilitation	\$ 5,000,000
No Category Listed	\$ -0-	Job Training	\$ 500,000
TOTAL:	\$ 6,269,000	TOTAL:	\$25,000,000*

State of Illinois)
) SS
COUNTY OF COOK)

F. Attached are the following documents:

1/14/98

REPORTS OF COMMITTEES

59659

1. a certification as to the status of job creation in accordance with Section 8.06 of the Agreement; and

2. a report for the year ended _____, 199__ detailing compliance with Section 10.03 of the Agreement.

G. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein.

2. The Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens.

3. 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.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

Home Depot U.S.A., Inc.
a Delaware corporation

By: _____
Name
Title: _____

Subscribed and sworn before me this ____ day of _____
199__.

My commission expires: _____

Agreed and accepted:

Name
Title: _____
City of Chicago
Department of Planning and Development]

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

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.*

<u>Line Item</u>	<u>Cost</u>
Land Acquisition	\$1,298,500
Building Construction	5,300,000
Fixtures, Registers, Computers	1,505,000
Development Fees	188,722
Demolition	450,000
Environmental Remediation	1,150,000
Site Preparation	3,000,000
Landscaping	100,000
Public Improvements (street improvements)	100,000
Building and Tap Fees	125,000
Architectural and Engineering Services	286,500
Construction Supervision Services	227,250
Real Estate Commissions	350,000
Legal/Title/Survey	200,000
Professional and Consultant Services	200,000
Financing Fees	85,000
Minus Environmental Remediation performed by The Belt Railroad	(400,000)
Overhead, Signage & Promotion	250,000
Contingency	470,500
Construction Interest	<u>523,055</u>
TOTAL	\$15,409,527

(Sub)Exhibit "H-1".
(To Redevelopment Agreement)

Construction Budget.

<u>Line Item</u>	<u>Cost</u>
Mass Excavation	\$868,732
Site Concrete	150,459
Asphalt Paving	799,483
Storm Sewers/Interior Plumbing	681,233
Precast Retention Basin	193,615
Site & Building Fencing	148,865
Landscaping	50,867
Survey & Layout	40,323
Security	47,206
Building Earthwork	129,702
Concrete	863,921
Masonry	503,535
Structural Steel	572,371
Rough Carpentry	145,160
Millwork	47,998
Roofing	358,717
Firestopping/Sealants	41,400
Doors & Hardware/Pass Through Box	32,767
Overhead Doors	63,748
Glass/Glazing & House Plant Enclosure	138,081
Auto Entrance Doors	50,479
Drywall/Acoustical	111,730
VCT Flooring	1,424
Ceramic Tile	7,430
Painting	157,574
Toilet Accessories & Partitions	11,884
Dock Levelers	17,789
HVAC System	146,990
Fire Protection System	211,704
Electrical & Site Lighting	1,092,806
Minority Consultant	24,000
Demolition	<u>453,649</u>
TOTAL	\$8,165,642

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

Jobs Readiness Program (J.R.P.).

The JRP is a program developed by the City of Chicago that trains Chicago residents that live in the communities within and surrounding Tax Increment Financing (TIF) districts to be qualified, "job ready" candidates for entry level jobs in TIF districts. TIF district incremental tax revenues allocated for job training expenses are used to fund the JRP. The JRP is jointly managed by the Department of Planning Development ("DPD") and the Mayor's Office of Employment and Training ("MET").

The JRP involves the participation of TIF district employers, DPD, MET, delegate agencies and third party service providers. The existing and future employers in TIF districts that participate are those that offer entry level employment positions. The delegate agencies and third party service providers that participate are those that provide direct services such as job readiness training or recruiting services. DPD and MET coordinate the participation of all parties.

The JRP is implemented through a process that involves the participating employer(s): (1) describing its business/industry, a "job ready" candidate for its business, the type of candidate that it seeks to hire, and the number of entry level positions that it needs to fill both initially and on an on-going basis; (2) participating in the selection of a job readiness trainer through selection of an agency from a list proposed by the City (with the City maintaining final contracting authority); (3) developing a working relationship with the job readiness trainer and recruiting organization; (4) providing written feedback to DPD and MET every six months (or more frequently as the employer desires) on the quality of JRP candidates being interviewed in order to improve the JRP, which shall include information regarding the number of JRP candidates interviewed and the number of JRP candidates hired; and (5) providing a six month report to DPD and MET on the employment status of hired JRP graduates.

DPD, MET and any delegate agency or third party service provider (and not the employer(s)) are responsible for recruiting individuals to participate in the JRP. Chicago residents that live in communities within and surrounding the TIF district are then trained through the JRP to meet the employer's needs within that TIF district. The employer then interviews and makes hiring decisions about candidates from the pool of JRP graduates first, before other "off-the-street" applicants (non-JRP graduates) are interviewed, for the initially available entry level positions. After the initial entry level positions have been filled, the employer will interview a JRP graduate prior to making a final hiring decision about a position for at least 75% of the entry level positions that become open during any six month period. The participating employer(s) shall have the right to exercise discretion in choosing particular candidates from the available pool of candidates that might exist in filling the hiring requirements of the employer(s). It is anticipated that, under the JRP (as administered by the agency or entity selected as described above), all JRP graduates will receive at least two years of follow-up support services to enable them to maintain their employment and to assist them in securing advanced employment opportunities in the future and in developing a career plan.

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

Opinion Of Developer's Counsel.

[To be retyped on the Developer's Counsel's letterhead]

____, 199_

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Home Depot U.S.A., Inc., an Illinois corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Chatham Ridge 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) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) By-Laws, 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 By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of [Lender].

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or 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 carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel and may not be disclosed to or relied upon by any other person.

Very truly yours,

[(Sub)Exhibit "A" referred to in this Opinion of Developers
Counsel unavailable at time of printing.]

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

Conditional Provisions.

Real Estate Provisions.

A. Governmental Charges.

(i) Payment of 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. Until a Certificate has been issued, the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment. "Governmental Charge" shall mean all federal, State, county, the 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.

(ii) Right to Contest. 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 subparagraph (c) 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 herein unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(a) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove 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

(b) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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.

B. Developer's failure to pay or discharge lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer hereunder, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD 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.

C. Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (a) for the purpose of this Exhibit L, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit M attached to the Agreement and incorporated herein by reference for the years noted on Exhibit M; (b) Exhibit M 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 Exhibit M.

(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 the 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 the 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 Exhibit M for the applicable year.

(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 any taxpayer. The term "Underassessment Complaint" as used herein shall mean any complaint seeking to increase the assessed value of the Project up to (but not above) the Minimum Assessed Value as shown in Exhibit M.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Exhibit L are covenants running with the land and the improvements thereon and the 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 upon the earlier of (a) December 1, 2009 or (b) 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. Notwithstanding anything contained in this subparagraph (c) and subparagraph (d) below to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this subparagraph (c) and subparagraph (d) below.

D. 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 effective date of this Exhibit L and during construction of the Project, if applicable, All Risk Property Insurance in the amount of the full replacement value of the Property.

(ii) Post-construction, upon the effective date of this Exhibit L and 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.

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

*Lease Between MG Development
Limited Partnership, As Landlord
And Home Depot U.S.A., Inc. As Tenant.*

ARTICLE I

DEMISE OF PREMISES

1.1 Premises

For and in consideration of the covenants and agreements contained herein and other valuable consideration and upon the following terms and conditions, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (as hereinafter defined), including the following:

- (a) approximately 11.516 acres of land ("Land") located at the northwest corner of the intersection of 87th and Wentworth Avenues in Chicago, Illinois depicted as shown on the Site Plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto;
- (b) the building located thereon containing approximately 103,550 gross leasable square feet ("Building");
- (c) a garden center containing approximately 27,972 square feet;
- (d) related truck loading docks, concrete pad and trash compactor area;
and
- (e) all related equipment, fixtures, signage and other items installed in connection with the construction of the Building.

The Building, garden center, related truck loading docks, concrete pad and trash compactor area, and all related equipment, fixtures, signage and other items shall collectively be referred to in this Lease as the "Store". Landlord also hereby grants to Tenant a non-revocable license coextensive with the term of this Lease for sign space on a pylon sign in the area shown on the Site Plan, which sign space and terms relative thereto shall be as set forth in Exhibit C attached hereto. The Land, the Store, all improvements on the Land, and all rights of ingress and egress and easement privileges

and rights appurtenant to the Land and Store (including the sign license and all rights granted in this Lease) are hereinafter collectively referred to as the "Premises".

ARTICLE II **LEASE TERM**

2.1 Term

This Lease shall be effective from and after the Effective Date (as defined in Section 17.13 hereof). Base Rent and other charges provided for under this Lease shall accrue from the Effective Date. The term ("Initial Term") shall end on the last day of the twentieth (20th) Lease Year (as defined in the next paragraph).

For purposes of this Lease, "Lease Year" shall mean a 12-month period commencing February 1 and ending on January 31 of the next calendar year, except that the first Lease Year shall begin on the Rent Commencement Date and shall end on the first January 31 which is not less than twelve (12) full calendar months after the Rent Commencement Date (e.g., if the Rent Commencement Date is October 12, 1997, the first Lease Year shall end January 31, 1999).

2.2 Extension Options

Tenant shall have six (6) successive five (5) year options to extend the term of this Lease ("Extension Terms"), upon the terms and conditions hereof, exercisable by the delivery of written notice to Landlord by Tenant not less than twelve (12) months prior to the expiration of the then current Initial or Extension Term, as the case may be; provided, however, that if Tenant shall fail to give any such notice within the aforesaid time limit, Tenant's right to exercise its option shall nevertheless continue until thirty (30) days after Landlord shall have given Tenant notice of Landlord's election to terminate such option, and Tenant may exercise such option at any time until the expiration of said thirty (30) day period. Tenant may not exercise any option if at the time of exercise Tenant is in default under this Lease, requisite notice of the default has been given, and all cure periods pertaining to the default have expired.

It is the intention of the parties to avoid forfeiture of Tenant's rights to extend the term of this Lease under any of the options set forth in this Lease through failure to give notice of exercise thereof within the time limits prescribed. Accordingly, if Tenant shall fail to give notice to Landlord of Tenant's election to extend the term of this Lease for any of the aforesaid Extension Terms, and if Landlord shall fail to give notice to Tenant of Landlord's election to terminate Tenant's right to extend this Lease under the option applicable thereto, then and so often as such event shall occur, the term of this Lease shall be automatically extended from month to month upon all of the terms and conditions then in effect, subject to Tenant's right under such option to extend the term of this Lease for

the remainder of the renewal period covered thereby and to Landlord's right to place the thirty (30) day limit on such option by a notice in the manner provided in this Section 2.2.

The term "**Extension Term**" may sometimes collectively refer to the Extension Terms, or may sometimes individually refer to any one of the five Extension Terms described in this Section 2.2, as the context may require. The Initial Term and the aggregate of Extension Terms may be collectively referred to as the "**term**" or the "**Term**" of this Lease.

ARTICLE III **RENT**

3.1 Base Rent

The amount of Base Rent for the Initial Term shall be in the annual and monthly amounts shown on the Base Rent Schedule attached hereto as Exhibit D. Tenant shall pay Base Rent on a monthly basis from the Effective Date, but if the Effective Date is other than the first day of a month, Base Rent for that month shall be prorated on the basis of a thirty day month, and Base Rent for that portion of a month and the next shall be payable on or before the Effective Date, and Base Rent for each month thereafter shall be payable on or before the first day of the month for which the Base Rent is due.

For purposes of this Lease, consistent with Internal Revenue Code Section 467, Landlord and Tenant agree to account for the Lease arrangement, including without limitation, the Base Rent and all additional rents hereunder, on a consistent level rental accrual basis.

3.2 Base Rent - Extension Terms

Base Rent for each extension term shall be 105% of the Base Rent payable in the initial term (excluding the Base Rent Substitution Component) or extension term preceding the term in question as shown on Exhibit D.

ARTICLE IV **TAXES**

4.1 Real Estate Taxes

For the purposes of this Lease, the term "**real estate taxes**" shall mean general real estate taxes and special assessments on the Land and Store for betterments and improvements that are levied or assessed by any lawful authority. Real estate taxes shall include any taxes assessed in lieu thereof but shall not include: (i) income, intangible,

franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions; (ii) to the extent that the expense thereof has already been paid or provided for as part of the Cost of Construction of the Premises, any assessment relating to the initial construction of on-site or off-site infrastructure for the Land such as the widening of exterior roads, traffic signalization, the installation of or hook up to sewer lines, sanitary and storm drainage systems and other utility lines and installations (the "**Site Facilities**") or for the addition of Site Facilities following completion of the Premises; (iii) taxes on gross receipts or revenues of the Shopping Center unless such taxes are in lieu of ad valorem taxes and are paid by all other occupants in the Shopping Center on no more favorable basis to such tenants or occupants as the manner in which such taxes are paid by Tenant.

Landlord and Tenant intend for Tenant to pay 100% of the real estate taxes attributable to the Store and the Land. Landlord shall attempt to cause the Store and Land to be taxed separately from any other property owned by Landlord or from any other property adjacent to the Land. Landlord and Tenant recognize that they may not be able to determine or obtain a commitment from the assessor for the method to be utilized by the assessor in assessing the Store and Land, and they also recognize that the assessment method may change in the future.

If there is at any time no separate assessment or separate tax parcel on the Store and Land, Tenant's share of real estate taxes attributable to the Store and Land shall be equal to the sum of: (a) one hundred percent (100%) of the real estate taxes assessed on the Store, plus (b) 100% of the real estate taxes on the Land. If there is no separate assessment on the Store, the amount of real estate taxes on the Store shall be the product of all real estate taxes on buildings in that assessment multiplied by a fraction, the numerator of which is the square footage of the Building and the denominator of which is the square footage of all buildings included in that assessment. If there is no separate assessment or calculation of the Land, the amount of real estate taxes on the Land shall be the product of all real estate taxes on land in that assessment multiplied by a fraction, the numerator of which is the acreage of the Land and the denominator of which is the acreage of all land included in that assessment.

If Tenant receives separate tax bills from the assessor, Tenant shall pay them on a timely basis and promptly after payment furnish Landlord a copy of proof of payment. If Landlord receives them, Landlord shall furnish Tenant with copies of all tax bills on the Store and Land promptly after receipt thereof and in sufficient time to allow Tenant to determine whether or not to contest the real estate taxes, and Tenant shall pay its share of real estate taxes as calculated above to Landlord on or before the later of: (i) thirty (30) days after the date Tenant receives a copy of the tax bill from Landlord with Landlord's calculation method explaining Tenant's share, or (ii) ten days prior to the date such tax bill is due and payable. Landlord shall promptly furnish Tenant evidence of proof of payment of those real estate taxes of which Tenant paid a portion to Landlord. Subject to the

limitations, if any, on tax contests in the Tax Increment Financing Agreement, if Tenant desires to contest the real estate taxes, Tenant shall promptly notify Landlord and thereafter pursue such contest at Tenant's expense. Tenant shall be allowed to take the maximum benefit of any law allowing real estate taxes or assessments to be paid in installments.

4.2 Personal Property Taxes

Except for real estate taxes as provided for in Section 4.1 above, Tenant shall pay all taxes assessed on Tenant's personal property on the Premises.

ARTICLE V PARKING AND ACCESS AREAS

5.1 Definition

"Parking and Access Areas" shall mean all areas, facilities, installations and equipment lying within the boundaries of the Land, including without limitation, parking areas, footways, exits, entrances, access roads, driveways, sidewalks, retaining walls, and landscaped areas.

5.2 Use of Parking and Access Areas

Landlord hereby grants to Tenant, its licensees, sublessees, concessionaires, successors and assigns, and its and their employees, agents, licensees, customers, and invitees the exclusive and non-terminable (within the term of this Lease) license and right to use the Parking and Access Areas continuously and without interruption during the term hereof. The parking spaces in the Parking and Access Areas and the access, perimeter and through roads, streets and drives shall be used for the ingress and egress and parking of private automobiles of customers, licensees, subtenants and employees of Tenant and for any other purpose connected with Tenant's operation of the Store. Tenant may place or operate soft drink or other vending machines on the sidewalks abutting the Building or along any exterior wall of the Building. Tenant shall keep the Parking and Access Areas suitably lighted based on Tenant's business experience in operating the Store. Tenant may take such action as it deems necessary to enforce and preserve Tenant's rights hereunder, including legal proceedings in the name of (but without expense to) Landlord, after Tenant has provided notice to Landlord of the nature of the proceedings to be taken. Landlord will execute no easement or other instrument affecting the Parking and Access Areas without the express written assent of Tenant thereto.

Prior to the execution of this Lease, Tenant has executed an access and parking

easement ("Aetna Easement") pertaining to parking in and access to the Shopping Center in connection with property commonly known as Chatham Ridge Shopping Center, which

lies east of and adjoins the Shopping Center; the substance and format of the Aetna Easement has been reviewed and accepted by Landlord. Tenant agrees that it will perform the obligations required of Home Depot under the Aetna Easement; Landlord agrees that it will not amend or terminate the Aetna easement or commit any act which would in any manner jeopardize Tenant's rights under the Aetna Easement.

5.3 Operation and Maintenance of the Parking and Access Areas

Tenant shall be responsible for the operation, maintenance and repair of the Parking and Access Areas, to include, but not be limited to, landscaping; sweeping of the parking area and sidewalks; insurance; removal of trash from the Parking and Access Areas; snow and ice removal; lighting of the Parking and Access Areas; and patching, paving and striping of the Parking and Access Areas. Tenant shall maintain all utility mains and laterals or other components of any utility system exclusively serving the Store. Tenant shall paint, stripe and otherwise maintain, repair and replace all improvements to the Parking and Access Areas in a manner consistent with the quality and character of first class shopping centers in the market area of the Store.

5.4 Modification of Parking and Access Areas

Landlord shall not erect buildings or structures within the Parking and Access Areas, nor alter or permit any change in any manner in the size, location, nature, design or use of any portion of the Parking and Access Areas, nor permit or make changes to the exits, entrances or access roads as shown on the Site Plan without the prior consent of Tenant, which may be withheld or granted at Tenant's sole discretion. Tenant may from time to time modify the configuration of the Parking and Access Areas to best serve Tenant's business operations, including closing and relocating entrances and exits to the public roadways abutting the Land, but such changes shall not adversely affect the use of any other adjoining owner benefitted by an easement which falls within the definition of Permitted Exceptions or to which Tenant has assented.

ARTICLE VI UTILITIES

6.1 Utilities

Landlord warrants that all utilities which are required by Tenant for the normal operation of its Store are available to Tenant, and Tenant shall not be required to pay environmental impact fees or other fees of a similar nature. Landlord shall promptly reimburse Tenant for expense incurred by Tenant for utility company service agreements to the extent Tenant is obligated to pay for utility lines servicing the Store or other aspects of utility service relating to initial construction of and service to the Store; Tenant shall notify Landlord before executing such agreements, but failure to notify shall not bar reimbursement. Tenant shall pay the applicable utility companies or governmental agencies directly for all utilities consumed on the Premises by Tenant. Tenant shall have the right to enter into reasonable agreements with utility companies and governmental agencies creating easements in favor of such utility companies or governmental agencies as may be required in order to service any improvements on the Premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents and to undertake any and all actions in order to effectuate the same, as long as same do not materially adversely affect Landlord or Landlord's title.

ARTICLE VII USE AND ASSIGNMENT

7.1 Use

Tenant and any successor may use the Premises for any lawful purpose, but Tenant shall have no obligation to open or continuously operate. Tenant shall comply with all laws, ordinances, rules, regulations and ordinances present or future of all governmental authorities with respect to the business being conducted in the Premises, or the use and occupancy thereof, or pertaining to the making of any alterations, changes, improvements or additions to the Premises.

Tenant may use the sidewalks in front of the Store and portions of Parking and Access Areas for the seasonal display and sale of merchandise, and for the temporary storage and staging of inventory, but such staging shall not obstruct vehicular passage. Such seasonal display and sale of merchandise shall be at Tenant's sole risk and expense. All maintenance directly related to the upkeep and sale of seasonal merchandise shall be Tenant's responsibility.

7.2 Assignment and Subletting

Tenant may assign this Lease or sublet all or any portion of the Premises, but the use permitted to or made by the assignee or subtenant shall not be other than permitted by this Lease. After the subletting or assignment, Tenant shall remain liable for the payment and performance of Tenant's obligations under this Lease. Tenant shall send Landlord a notice of any sublease or assignment agreement (and a copy of the instrument with financial terms redacted) within fifteen (15) days after the full execution and delivery thereof by Tenant and the subtenant or assignee. Landlord may assign this Lease without consent of Tenant. Landlord shall notify Tenant in writing of any such assignment.

ARTICLE VIII **MAINTENANCE; ALTERATIONS; FIXTURES**

8.1 Maintenance

Tenant agrees to keep and maintain the Premises in good order and condition, and, to the extent a sublessee shall operate in the Premises, Tenant shall cause such sublessee to do so in compliance with all legal requirements so as not to cause Landlord damage or liability. Landlord shall have no maintenance or repair obligations hereunder, except as otherwise stated in this Lease and with respect to matters caused by Landlord's negligence or willful misconduct. Upon termination of this Lease, Tenant shall deliver possession of the Store to Landlord broom clean and in as good condition and repair as it existed upon completion of initial construction of the Store, reasonable and ordinary wear, tear and obsolescence and damage by fire and other casualty or the elements beyond Tenant's control excepted. All property belonging to Tenant not removed within thirty days after the end of the Lease shall be deemed abandoned and shall be the property of Landlord.

Landlord shall repair at its expense: (a) all damage to the Premises or the Common Area caused by subsidence, settling or Building movement, and (b) all structural matters, including slab, floors, foundation and other structural portions of the Building (but not including the roof, which Tenant shall repair and maintain). In addition, Landlord agrees to pay to Tenant an amount (the "**Replacement Payment**") equal to the unamortized balance (amortized on a straight line basis over the life of the item) of Tenant's documented cost of (a) HVAC major component replacements made and paid for by Tenant during the last five years of the Term of the Lease, and (b) the last roof replacement made and paid for by Tenant at any time, if not then already amortized. The Replacement Payment shall be paid by Landlord to Tenant no earlier than one (1) year and not later than six (6) months prior to the expiration of the Term of this Lease, it being expressly understood that the Replacement Payment is a one-time payment payable at the end of the last and final term of this Lease (as opposed to being a payment due at the end of the Initial Term and then again at the end of each Extension Term, if any, hereunder).

8.2 Alterations

Tenant shall have the right to make at any time and from time to time, at its expense, alterations to the Premises and to install satellite communication and other systems on the roof or elsewhere in or on the Building, or elsewhere in or on the Premises, provided that such alterations comply with all applicable ordinances and regulations, cause no liability or damage to Landlord, and do not diminish the value of the Premises. Landlord shall have the right to review and approve (with such approval not to be unreasonably withheld and to be expeditiously considered) all such plans for exterior or structural work.

Landlord shall execute all instruments necessary or appropriate to enable Tenant to obtain all approvals (including all required variances) for such alterations and improvements from the applicable governmental authorities. All alterations, additions and improvements (other than trade fixtures and moveable property) made by Tenant to the Premises shall become the property of Landlord upon the termination of this Lease without any compensation to Tenant (except as otherwise indicated in this Lease) and shall be surrendered at such time as a part of the Premises.

8.3 Tenant's Fixtures and Signs

Any trade fixtures, furniture, equipment (including, without limitation, the compactor and fire pump), signs and moveable personal property (including, without limitation, overhead doors that were included as part of the Cost of Construction hereunder) installed in the Premises prior to or during the Term hereof shall remain Tenant's property ("Tenant's Property"). Tenant may maintain on the Premises all signs specified in Tenant's Plans and as allowed by law. Tenant may periodically hang banners or other temporary signs on the exterior of the Store. Landlord will provide Shopping Center pylon signs at the locations shown on the Site Plan, the cost of which shall be in the Cost of Construction.

ARTICLE IX **INSURANCE**

9.1 Tenant's Insurance

Tenant shall maintain "all-risk" property insurance naming Tenant, Landlord, and Landlord's mortgagee as additional insureds and covering the Building for its full replacement cost on an agreed amount basis providing protection against perils included in a standard all-risk" insurance policy. The coverage shall be equivalent to or better than the coverage of Special Form Covered Losses (CP-1030) as published by the Insurance Service Office ("ISO"). Tenant shall cause a complete copy of said policy and all renewals or extensions thereof to be delivered to Landlord.

Tenant shall maintain commercial general liability insurance against bodily injury and property damage, including contractual liability ("**Tenant's General Liability Insurance**"), naming the Landlord and Landlord's mortgagee as an additional insureds. Tenant's General Liability Insurance shall be in coverage limits in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for occurrences sustained in or upon the Store. This coverage shall be written on an occurrence form equivalent to or better than the Occurrence Form (CG 0001) published by the ISO.

Provided Tenant has a net worth of \$100,000,000 or more, Tenant shall have the right to self-insure and/or maintain deductibles for any property damage and general liability insurance required of Tenant in this Lease. Upon Landlord's periodic request, Tenant shall advise Landlord of Tenant's then current net worth, self-insured and deductible amounts. If Tenant elects to self-insure, Tenant shall give written notice to Landlord of its election to self-insure. All self-insured claims shall be adjusted and settled as expeditiously as if the insurance were provided by a commercial insurer. Further, Tenant shall provide and pay all costs, expenses and fees (including reasonable attorneys fees) incurred by Landlord arising out of any claim, suit or proceeding instituted against the Landlord resulting from self-insured claims, but Landlord shall promptly notify Tenant of any claims for which Landlord feels Tenant may be responsible, and Landlord shall not settle any such claim without Tenant's consent, which shall not be unreasonably withheld.

Landlord shall maintain commercial general liability insurance ("**Landlord's Common Area General Liability Insurance**") naming Tenant as an additional insured for occurrences sustained in or upon any portion of the Parking and Access Areas and which are alleged to be the fault or responsibility of Landlord. Landlord's Common Area General Liability Insurance shall be in coverage limits in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for occurrences sustained in or upon any portion of the Shopping Center's Common Area. This coverage shall be written on an occurrence form equivalent to or better than the Occurrence Form (CG 0001) published by the ISO.

9.2 Insurance Coverages and Certificates

All insurance coverages referred to or described in Section 9.1 above shall be written with companies licensed to do business in the state in which the Premises are located with a financial rating of VII or better and a policyholder's rating of A or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies and shall provide that the carrier shall endeavor to provide to the other party and its mortgagee, if any, (if Tenant has received written notice of the identity of the mortgagee and its address) a minimum of 30 days' written notice of the cancellation, termination or alteration of the terms or limits of such coverage. Any and all property insurance coverages carried shall insure the interest of the other party as it may appear and shall contain a waiver of transfer of recovery rights in favor of such party, its agents, employees and contractors. Any liability insurance coverage carried by either party hereto shall name the other party

and, upon request, any lender of such other party as additional insured thereunder and each party hereby waives claims arising from the other party's negligence to the extent of such insurance coverage; all coverages shall specifically insure the indemnity provisions set forth in this Article. Each party shall deliver to the other party hereto the foregoing insurance policies or certificates thereof at or prior to the date that same are required to be in effect and evidence of all renewals or replacements of same not less than 30 days prior to the expiration date of such policies. All such policies may be maintained under a blanket insurance policy.

9.3 Indemnities

(a) Other than for claims arising from Landlord's negligence or willful acts, Tenant hereby defends and indemnifies Landlord and Landlord's beneficiary and mortgagee and/or any fee owner or ground lessor of the Land against all claims resulting from or in connection with any accident or occurrence in or upon the Premises in whole or in part through the use and occupancy of the Store by Tenant or any party claiming by or through Tenant (other than customers of Tenant).

(b) Other than for claims arising from Tenant's negligence or willful acts, Landlord hereby defends and indemnifies Tenant and any party claiming by or through Tenant against all claims resulting from or in connection with any accident or occurrence in or upon the Parking and Access Areas through the willful acts or negligence of Landlord (which term shall include Landlord's employees, officers, agents and contractors).

9.4 Mutual Release, Waiver of Transfer of Recovery Rights

Landlord and Tenant hereby release each other and anyone claiming through or under the other by way of transfer of recovery rights from any and all liability for any loss of or damage to property, whether or not caused by the negligence or fault of the other party. In addition, Landlord and Tenant shall cause each such insurance policy carried by them to be written to provide that the insurer waives all rights of recovery by way of transfer of recovery rights against the other party hereto in connection with any loss or damage covered by the policy.

9.5 Financial Reports

Within 30 days after filing same, Tenant shall submit to Landlord a copy of all statements and financial reports Tenant files with the Securities and Exchange Commission.

ARTICLE X
DAMAGE OR DESTRUCTION

10.1 Damage and Destruction to the Premises

If the Store is damaged by fire or other insured casualty or destroyed other than during the last three years of the Initial Term or during the term of the Tax Increment Financing Agreement applicable to the Premises, Tenant shall rebuild and restore the Store to its condition existing at the time of the casualty, and there shall be no abatement of rent or other charges. If, during the last three years of the Initial Term or during any Extension Term and at a time when the Tax Increment Financing Agreement is no longer applicable to the Premises, the Store is damaged to the extent of more than 15% of its then replacement cost (excluding foundation) or destroyed, or if the Store is damaged by a casualty not required to be insured by this Lease to the extent of a cost of reconstruction or repair more than \$500,000, Tenant may either rebuild and restore the Building or construct new improvements, or terminate this Lease by written notice of its election to Landlord within ninety (90) days after the casualty and, if rebuild is elected, Tenant shall promptly proceed to remove the damaged or destroyed building and rebuild as promptly as feasible in good faith and with diligence. If Tenant elects to terminate, Tenant shall raze the building and clear debris from the site, but Tenant shall be entitled to use insurance proceeds for the cost of that work. If Landlord receives insurance proceeds and Tenant rebuilds the Store, Landlord shall make available to Tenant all insurance proceeds to defray Tenant's costs of rebuilding the Premises. If Tenant does not rebuild the Store and this Lease is terminated, Landlord shall be entitled to retain the proceeds (less the amount used to raze and clear as provided above). Landlord shall cooperate with the obtaining of any Approvals required for demolition and reconstruction of the damaged improvements, (including zoning changes and other variances that may be required). If Tenant elects to terminate, this Lease shall terminate as of the end of a 90 day period following the date Tenant gives notice of its election. If the Lease is not terminated, damage to or destruction or demolition of the Store shall not cause rent and other charges to abate.

ARTICLE XI
EMINENT DOMAIN

11.1 Termination Right

If, after the Effective Date and prior to the expiration of the term hereof, there shall be any taking under the power of eminent domain by a public or private authority or any conveyance by Landlord in lieu thereof (collectively referred to as a "taking") of any portion of the Store or of any portion of the "No Take Area" shown on the Site Plan, or a closing or realignment of any access drive into the Land and there shall be no replacement access drive reasonably acceptable to Tenant before the date of the taking, then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's

election within thirty (30) days after Tenant shall receive notice of such taking. If Tenant terminates under the provisions of this Section, this Lease and the term hereof shall cease and terminate as of the date of such taking subject to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine of the period between the date of such taking and the date when actual possession of the area taken shall be delivered to the condemning authority, and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

11.2 Restoration

In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect, and Tenant at Tenant's sole cost and expense, shall promptly and diligently proceed to restore the Premises to an architectural whole which shall in Tenant's reasonable opinion be suitable for Tenant's business operations. An equitable proportion of the Base Rent reserved hereunder and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Premises and to Tenant's business, shall be abated until the completion of such restoration unless Tenant shall receive an award for such taking equivalent to Tenant's injury. If Tenant elects to continue this Lease without restoration, an equitable portion of the Base Rent and other charges shall be abated for the remainder of the Term of this Lease, unless Tenant shall receive an award for such taking equivalent to Tenant's injury.

11.3 Award

Each party shall be entitled to prosecute all claims available to it as a result of the eminent domain action.

11.4 Termination

If this Lease terminates as the result of the provisions of this Article, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease, but claims then already filed or indemnities which by the terms hereof survive the termination of this Lease shall not be released or discharged.

12.1 Self Help

If either party defaults in the performance of any obligation imposed on it by this Lease and does not cure such default within twenty (20) days (10 days in the case of a rent default) after receipt of written notice from the other party specifying the default (or does not within said period commence and diligently proceed to cure such default), the other party, without waiver of or prejudice to any other right or remedy it may have, shall have the right at any time thereafter, to cure such default for the account of the defaulting party, and the defaulting party shall reimburse the other party upon invoice for any amount paid and any expense or contractual liability so incurred together with interest thereon at the rate ("Default Rate") of two (2%) percent above the then current "prime" lending rate as periodically published in The Wall Street Journal. Subject to Section 13.4 hereof, Tenant shall have the right to offset the amount due with interest at the Default Rate against Base Rent and other charges due from Tenant to Landlord under this Lease if Landlord does not reimburse Tenant within ten (10) days after Tenant's written demand. Notwithstanding the foregoing, Tenant shall have no right to offset Tenant's expenses incurred in curing any default hereunder as against the holder of any mortgage, deed to secure debt or deed of trust on the Premises of which Tenant has received notice from Landlord unless Tenant gives such holder not less than thirty (30) days prior written notice of such default, and such holder fails to cure or cause Landlord to cure said default. In the event of emergencies, or where necessary to prevent injury to persons or damage to property, either party may cure a default by the other before the expiration of the waiting period, but after giving written or oral notice to the other party as is practical under all of the circumstances.

ARTICLE XIII DEFAULT

13.1 Remedies Upon Tenant's Default

If Tenant defaults in the payment of rent or other charges and the default continues for ten (10) days after written notice to Tenant, and Tenant shall not thereafter cure such default, then Landlord shall be entitled at its election to bring suit for the collection of the rent or other amounts for which Tenant may be in default without entering into possession or terminating this Lease, or Landlord may elect on twenty days notice to terminate this Lease unless Tenant in the intervening period pays all amounts then owed with interest at the Default Rate. Landlord shall not be obligated to give more than two rent default notices in any twelve month period, and if two are given in any twelve month period, Landlord may thereafter require that Tenant prepay rent by two months at all times. If Tenant defaults in the observance or performance of any non-monetary matter required of Tenant under

this Lease and the default continues for thirty (30) days after written notice to Tenant and Tenant shall not thereafter cure such default, (or if the non-monetary default is not susceptible of being cured in a reasonable manner within thirty (30) days, if Tenant has not commenced to cure it within the thirty (30) day period, or having commenced a cure, is not thereafter diligently prosecuting the cure to completion), Landlord shall be entitled at its election to bring suit to enforce or prevent (as the case may be) the performance of the action without entering into possession or terminating this Lease, but Landlord may not terminate this Lease. Landlord may sue for all direct non-consequential damages incurred by Landlord as a result of any such breach, but Landlord shall have the duty to take reasonable steps to mitigate damages. Landlord shall be entitled, at its election, to exercise concurrently or successively any one or more of the foregoing rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the State in which the Premises are located, but to the extent there shall be a conflict between this Lease and such other remedies, including provisions relating to notice, this Lease shall prevail.

13.2 Remedies Upon Landlord's Default

Except as otherwise provided in this Lease, if Landlord shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord and the holder of a mortgage secured upon the Land or any part thereof (or if such default is not susceptible to being cured in a reasonable manner within thirty (30) days, if Landlord has not commenced to cure the same within said thirty (30) day period and thereafter fails to diligently prosecute the same to completion) and Landlord shall not thereafter cure such default, Tenant shall be entitled, at its election, to exercise concurrently or successively any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the State in which the Premises are located:

- (a) to bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of any other covenant or agreement devolving upon Landlord, without terminating this Lease; and/or
- (b) to exercise its self-help and offset rights under Section 12.1 hereof, subject to Section 13.4 hereof.

13.3 Remedies Cumulative

Except as otherwise provided in this Lease, all remedies of Landlord or Tenant herein created are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All rights and remedies

may be exercised and enforced concurrently and whenever and as often as Landlord or Tenant shall deem necessary. If either Landlord or Tenant commences any suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the unsuccessful party shall pay the costs and expenses (including interest at the Default Rate from the date of each such expenditure), including, but not limited to, all attorneys' fees and expenses incurred through any appeal, to the successful party in enforcing such obligations and/or collecting such amounts.

13.4 Offset Escrow; Limitation on Right of Offset

Concurrently with the execution and delivery of this Lease, Landlord and Tenant shall establish an escrow (the "**Offset Escrow**") with Commonwealth Land Title Insurance Company ("**Escrow Agent**") by executing an escrow agreement in substantially the form of **Exhibit H** attached hereto. Landlord shall, at its option: (i) deliver to Escrow Agent for deposit into the Offset Escrow an amount equal to One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) upon the Effective Date of this Lease; or (ii) deliver to Escrow Agent for deposit into the Offset Escrow monthly installments in an amount equal to Nine Thousand One Hundred Sixty-Six and 67/100 Dollars (\$9,166.67) for the first twelve (12) calendar months of the Initial Term. The funds deposited in the Offset Escrow shall be referred to herein as the "**Escrow Funds**". From and after the twelfth (12th) calendar month of the Initial Term, Landlord shall be obligated to maintain Escrow Funds in the Offset Escrow in an amount equal to at least \$110,000.00 (the "**Minimum Funding Requirement**"). Escrow Agent may be authorized to invest the Escrow Funds in a federally insured investment or account from time to time upon the sole written direction of Landlord. Interest or investment income on the Escrow Funds shall accrue to the benefit of Landlord, and shall be payable to Landlord on an annual basis less any investment fees or costs incurred or charged by Escrow Agent in connection therewith. If at the end of the twelfth (12th) calendar month of the Initial Term, the Escrow Funds held by Escrow Agent are less than the Minimum Funding Requirement, then Tenant shall have the right to offset rent and other charges payable hereunder and deposit such offset amounts with Escrow Agent until the Minimum Funding Requirement has been satisfied.

From and after the date that the Minimum Funding Requirement has been satisfied and through the remainder of the Term (except as otherwise expressly provided herein), if the right of offset is available to Tenant under any provision of this Lease resulting from the failure of Landlord to timely satisfy any payment obligation hereunder, then Tenant agrees that: (i) before it shall exercise its right of offset hereunder, Tenant shall first draw on the Escrow Funds to satisfy Landlord's obligation hereunder (and Escrow Agent shall be authorized to disburse all or any portion of the Escrow Funds to Tenant upon receipt of a draw request therefor); and (ii) if the Escrow Funds are insufficient to fully satisfy Landlord's payment obligation hereunder, then Tenant shall have the right to exercise its right of offset hereunder; provided, however, Tenant's monthly offset may not thereafter

exceed an amount equal to five percent (5%) of the annual rent then payable hereunder until such obligation is fully satisfied. Tenant's draw requests with respect to the Offset Escrow shall be in the form of a written certification to Landlord and Escrow Agent setting forth the amount of the draw request and a reasonably detailed statement of the payment obligation under this Lease that Landlord failed to satisfy which gave rise to Tenant's right of offset. In addition, Tenant's draw request certification shall be accompanied by reasonable supporting documentation with respect to fees and costs incurred by Tenant in connection with the applicable Landlord default.

Notwithstanding anything in this Section 13.4 to the contrary: (i) Landlord shall have ninety (90) days following any Tenant draw on the Escrow Funds to redeposit an amount with Escrow Agent that will be sufficient to satisfy the Minimum Funding Requirement, failing which Tenant shall have the right to offset rent and other charges payable hereunder and deposit such offset amounts with Escrow Agent until the Minimum Funding Requirement has been satisfied without regard to the foregoing monthly limitation; and (ii) the foregoing monthly offset limitation provided in clause (ii) of the immediately preceding grammatical paragraph shall not be applicable at all during the last twelve (12) months of the Term.

ARTICLE XIV COVENANT OF QUIET ENJOYMENT

14.1 Covenant of Quiet Enjoyment

Landlord covenants and warrants that as of the Effective Date, Landlord is the true and lawful owner of the Land subject only to those matters (the "Permitted Exceptions") set forth in Exhibit E to this Lease and has good right and full power to lease the Land. Landlord agrees that Tenant shall, subject to the terms of this Lease, quietly and peaceably hold, possess and enjoy the Premises and the use of the Parking and Access Areas upon the terms set forth herein for the full term of this Lease, or any extension thereof, and further, Landlord shall defend the title to the Land and the Parking and Access Areas and Tenant's use and occupancy of them against the claims of all persons, except those claiming by or through Tenant. Nothing contained herein shall prohibit Landlord from mortgaging the Premises.

ARTICLE XV LEASE SUPERIOR

15.1 Landlord's Mortgage

As used herein, "mortgage" shall include mortgages, deeds of trust, deeds to secure debt or other similar instruments, and any modifications, extensions, renewals and/or replacements of same. With respect to mortgages existing on the Land on the

Effective Date, Landlord shall obtain either a subordination of the mortgage or a nondisturbance and lease recognition agreement, and if one of the foregoing is not executed by each lender in form and substance reasonably satisfactory to Tenant on or before the Effective Date, Tenant shall have no obligation to execute this Lease despite any commitments made by Landlord to lenders or third parties. Unless Landlord expressly notifies Tenant in writing of the identity of the holder of any mortgage existing on the Land as of the date of this Lease, it shall be deemed that Landlord has warranted there is no mortgage on the Land which would or could be superior to this Lease. If at any time after the Effective Date Landlord executes a mortgage on the land, Tenant shall subordinate this Lease to the mortgage if the mortgagee and Tenant execute a non-disturbance agreement in substantially the form attached hereto as Exhibit F.

ARTICLE XVI

TRANSFERS BY LANDLORD

16.1 Transfers of Landlord's Interest

No transfer or sale of Landlord's interest hereunder shall release Landlord from any of its obligations or duties hereunder accruing prior thereto. Landlord shall be released of any ongoing obligations hereunder from and after the date of such transfer only upon the express, written assumption of all such obligations and duties by the transferee of Landlord. Nothing in this Section 16.1 shall limit, modify, waive, release, terminate or otherwise affect the terms of Section 17.20 hereof.

16.2 Landlord's Liability

Tenant shall look solely to the estate and interest (including income stream) of Landlord in and to the Shopping Center for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to either this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use and occupancy of the Premises; Tenant may set off the amount of any judgment obtained by Tenant against Landlord against any amounts payable by Tenant under this Lease. Notwithstanding any other provisions of this Lease, Tenant agrees that the obligations of Landlord hereunder shall not constitute a personal obligation of the trustees, shareholders, general or limited partners, joint venturers, officers, directors, agents, employees or other representatives or owners of any business entity which at any time constitutes the Landlord named herein or any part of the Landlord named herein.

17.1 Holding Over

If Tenant occupies the Premises after the expiration of the term of this Lease or any renewal or extension thereof, or any earlier termination provided or permitted by this Lease, without the consent of Landlord, such tenancy shall be from month-to-month at 150% of the rent reserved for the period then just ended, but such continued occupancy shall not defeat Landlord's right to possession of the Premises.

17.2 Non-Waiver of Default

No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition.

17.3 Recording

This Lease shall not be recorded. A short form or memorandum of this Lease ("Memorandum of Lease") shall be executed and acknowledged by the parties in substantially the form of Exhibit G to this Lease, describing the Premises and setting forth the term of this Lease, and the Memorandum of Lease may be recorded by either party no earlier than the Effective Date at the cost and expense of the party requesting such recording.

17.4 Notice

All notices, requests, demands or other communications ("**Notices**") hereunder shall be in writing and given by delivery by national overnight courier (e.g., Fed Ex, UPS, Airborne) and shall be effective on the day of receipt or refusal by the intended recipient as shown on the records of the courier; all Notices (and copies as shown) shall be addressed as shown below or at such other address as may be specified from time to time in writing by either party:

- (a) If to Tenant: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339-9998
Attn: Vice President - Legal
Fax No. (770) 431-2739
Telephone (770) 431-2737

Copy to: Altman, Kritzer & Levick, Ltd.
1101 Perimeter Road, Suite 700
Schaumburg, IL 60173
Attention: Gregg M. Dorman, Esq.
Fax No. (847) 240-0344
Telephone (847) 240-0340

(b) If to Landlord: MG Development Limited Partnership
c/o Arrow Lumber Co.
5820 South Ashland Avenue
Chicago, Illinois 60636
Fax No. (773) 434-0212
Telephone (773) 434-8500

Copy to: James R. Sneider, Esq.
550 Frontage Road
Suite 3610
Northfield, IL 60093
Fax No. (847) 784-0185
Telephone (847) 784-0020

17.5 Successors and Assigns

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors (including subtenants), and permitted assigns.

17.6 Partial Invalidity

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17.7 Interpretation

In interpreting this Lease in its entirety, any additions or deletions written, drawn or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

17.8 Headings, Captions and References

The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof", "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits or Schedules, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. References to an Exhibit or Schedule shall incorporate herein by reference all material contained in or which is a part of the Exhibit or Schedule.

17.9 Brokerage Commissions

Landlord and Tenant each warrants and represents to the other that there are no brokers', finders' fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Lease. Landlord and Tenant each hereby indemnify and hold the other harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, and causes of action arising from any inaccuracy in the foregoing indemnity.

17.10 Governing Law

This Lease shall be construed under the laws of the State in which the Premises are located.

17.11 Tenant's Right to Mortgage

Tenant shall at all times have the right to encumber by sale-leaseback, mortgage, deed of trust, or other instrument in the nature thereof as security for any debt, all of Tenant's right, title and interest hereunder including, without limiting the generality of the foregoing, its right to use and occupy the Premises together with its rights and interests in and to all buildings, improvements, and fixtures now or hereafter placed on the Premises; in all respects, however, subordinate and inferior to Landlord's rights, title, privileges, liens and interests as provided in this Lease; provided that Tenant shall, in no event, have the right to, in any way, encumber Landlord's fee simple title and reversionary interest in and to the Land. The right to mortgage set forth herein shall include the right to mortgage Tenant's leasehold interest in the Premises in connection with a "sale-leaseback" of said leasehold interest.

17.12 Waiver of Landlord's Lien

For so long as Home Depot U.S.A., Inc., its parent or any of its subsidiaries or affiliates is the tenant under this Lease, Landlord hereby waives in favor of Tenant its

landlord's lien for rent against any and all of the property of Tenant, its parent, subsidiaries or affiliates to the extent provided in the applicable laws, regulations or ordinances in the jurisdiction where the Premises are located.

17.13 Effective Date

The submission of this Lease shall not constitute an offer to lease nor a binding commitment to do so. This Lease shall not be deemed effective nor executed for the purpose of binding either party hereto unless and until the date ("Effective Date") it is signed by Landlord and Tenant and a fully executed copy is delivered to and received by each of them.

17.14 Force Majeure

Whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of force majeure. As used herein "force majeure" or "force majeure event" shall mean a delay in a party's reasonable performance hereunder due to act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, strikes, laws or orders of governmental, civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within such party's control, other than lack of or inability to procure monies to fulfill its commitments and obligations under this Lease. The parties shall promptly notify each other of the occurrence of any event that the notifying party deems to be a force majeure event.

17.15 Transfer Tax

Landlord shall pay any transfer or conveyance tax payable to any governmental taxing authority, including the County in which the Premises are located, by reason of the execution of this Lease and/or recordation of a memorandum hereof. This obligation shall survive the expiration or earlier termination hereof.

17.16 Estoppel Certificate

Each party (as "responding party") shall at any time upon not less than ten (10) days prior written notice from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or

encumbrancer of the Premises or of the business of the requesting party. Failure to deliver such statement within such time may be declared by the requesting party to be a default of this Lease.

17.17 Surrender of Premises

At the expiration or sooner termination of the term of this Lease, Tenant shall surrender the Premises in the same condition as they existed at delivery of possession under this Lease, in broom clean condition, reasonable wear and tear, and condemnation and casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment for rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall at such time remove all Tenant's Property, as well as any alterations or improvements, if requested to do so by Landlord, and shall repair any damage to the Premises caused thereby, and any or all of such property not so removed shall be deemed abandoned. Tenant's obligations under this Section 17.17 shall survive the expiration or other termination of the term of this Lease.

17.18 TIF Agreement

Landlord acknowledges that the Premises is located in a redevelopment area or district established pursuant to the tax increment financing statutes of the State of Illinois, and that Tenant has executed a tax increment financing (redevelopment) agreement ("TIF Agreement") with the City of Chicago, Illinois in connection with the development of the Premises, a copy of which Landlord acknowledges having received and reviewed. Landlord acknowledges that Tenant's compliance with the terms of the TIF Agreement shall in no event constitute a default hereunder in the event of any conflict between the terms of the Lease and the terms of the TIF Agreement. Landlord shall not knowingly violate any provision of the TIF Agreement including, without limitation, any non-discrimination provision therein.

17.19 Covenants, Conditions, Easements and Restrictions

During Tenant's period of ownership of the Land and property adjacent thereto (comprising the Shopping Center in which the Premises are located) prior to the execution of this Lease, Tenant executed certain documents (the "Title Documents") containing various covenants, conditions, easements and restrictions both benefitting and burdening the Land and the owner thereof (as more particularly described in the deed whereby Tenant conveyed title to the Land to Landlord) including, without limitation: (i) a Reciprocal Easement and Operation Declaration recorded on February 11, 1997 as Document No. 97-098471; (ii) a Reciprocal Easement Agreement and Declaration of Restrictive Covenants between Aetna Casualty and Surety Company and Seller recorded on November 5, 1996 as Document No. 96844596; and (iii) a Pylon Sign Agreement with Aetna Casualty and

Surety Company recorded on _____, 1997 as Document No. _____. Landlord acknowledges having received and reviewed copies of all of the Title Documents, and Landlord accepts the Title Documents and agrees to be bound thereby and to fulfill the obligations imposed on the owner of the Land subject thereto, except as otherwise expressly provided therein. The terms of this Lease shall in all events prevail over the terms of the Title Documents. If there is any action required of Landlord under the Title Documents and Landlord fails to timely take such action, Tenant may, but need not, take such action, and Tenant shall be entitled, within ten (10) days after demand therefor, to reimbursement from Landlord of 110% of the expenses incurred by Tenant in taking such action, failing which reimbursement Tenant may offset the amount demanded against rent and other charges hereunder, subject to the terms of Section 13.4 hereof.

17.20 Repurchase Agreement

Landlord and Tenant acknowledge that at the closing of the sale of the Premises by Tenant to Landlord, Landlord and Tenant executed a Repurchase Agreement whereby Tenant has the right to repurchase the Premises in the event of a sale (as defined in the Repurchase Agreement) of the Premises within a period of five (5) years after said closing as more particularly described therein. Tenant's repurchase right is a covenant which shall run with the Land for said 5-year period and which right shall be superior and paramount to the lien of any mortgage affecting the Premises.

TEXT OF LEASE ENDS HERE; SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Lease has been executed by Landlord and Tenant as of the day and year first above written.

LANDLORD: **MG DEVELOPMENT LIMITED PARTNERSHIP,**
an Illinois limited partnership

By: MG Development, Inc.,
an Illinois corporation,
its general partner

By: _____
Name: _____
Title: _____

TENANT: **HOME DEPOT U.S.A., INC.,**
a Delaware corporation

By: _____
Name: _____
Title: _____

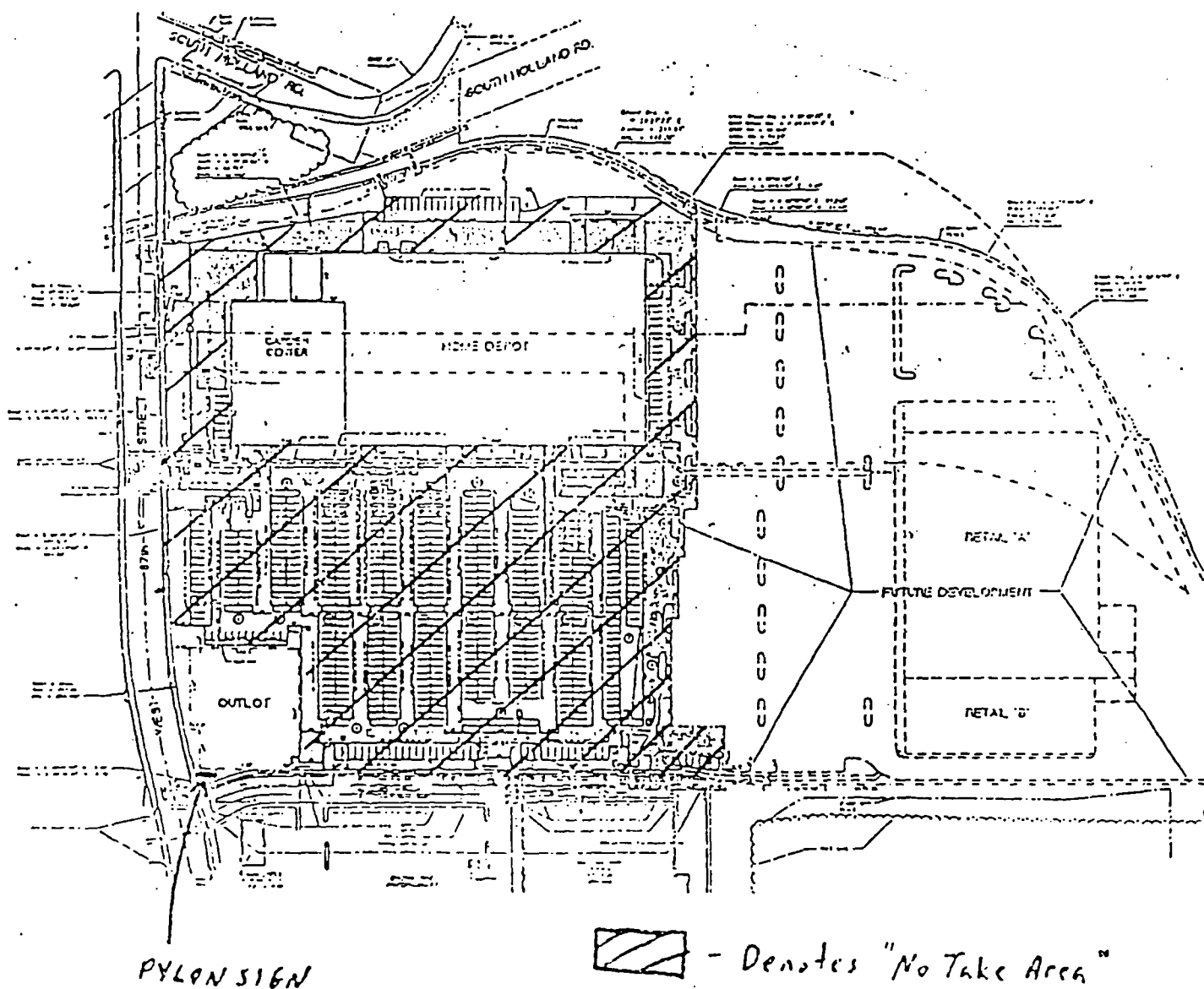
(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Operating Lease read as follows:

(Sub)Exhibit "A".
(To Operating Lease)

Site Plan.

P. 132

The following site plan is preliminary and shall be exchanged for the final site plan to be provided by Tenant at the time of execution hereof.



(Sub)Exhibit "B".
(To Operating Lease)

Legal Description Of The Land.

Final subdivided legal description to be provided
by Tenant at the time of execution hereof.

(Sub)Exhibit "C".
(To Operating Lease)

Sign Plans.

Signage on the pylon signs shall be as described in the Reciprocal Easement and Operation Declaration and Pylon Sign Agreement described on (Sub)Exhibit E attached hereto, and Tenant shall have all of the signage rights available to the owner of the Land in said documents. Tenant shall maintain the pylon signs and/or Tenant's signs thereon after initial installation in accordance with the terms of said documents.

[(Sub)Exhibit "E" referred to in these Sign Plans constitutes
(Sub)Exhibit "E" to the Operating Lease and is
printed on page 59698 of this Journal.]

(Sub)Exhibit "D".
(To Operating Lease)

Base Rent Schedule

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>
Initial Term (Effective Date through the last day of 20th Lease Year)	\$1,394,760.00*	\$116,230.00
1st Extension Term	\$1,434,048.00**	\$119,504.00
2nd Extension Term	\$1,505,750.40	\$125,479.20
3rd Extension Term	\$1,581,037.92	\$131,753.16
4th Extension Term	\$1,660,089.82	\$138,340.81
5th Extension Term	\$1,743,094.31	\$145,257.86
6th Extension Term	\$1,830,249.03	\$152,520.75

* - Landlord and Tenant acknowledge that the Base Rent figure for the Initial Term shown above includes an annual amount equal to \$29,000.00 (herein referred to as the "Base Rent Substitution Component"). Landlord and Tenant acknowledge and agree that in no event shall Tenant be liable for the payment of the Base Rent Substitution Component in the aggregate during the Initial Term in excess of Five Hundred Eighty Thousand and No/100 Dollars (\$580,000.00). Upon Tenant's satisfaction of the foregoing aggregate amount of Base Rent Substitution Component during the Initial Term, the annual and monthly amounts of Base Rent for the Initial Term shall be automatically modified to \$1,365,760 and \$113,813.33, respectively, and Tenant shall thereafter no longer be obligated to pay the Base Rent Substitution Component for the balance of the Initial Term or during any Extension Term.

** - This figure represents 105% of the Base Rent of \$1,365,760, which is the Base Rent for the Initial Term excluding the Base Rent Substitution Component

(Sub)Exhibit "E".
(To Operating Lease)

Permitted Title Exceptions.

1. The Reciprocal Easement and Operation Declaration dated January 15, 1997 made by Seller and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on February 11, 1997 as Document No. 97-098471.
2. Any plat of consolidation and plat of subdivision of the Original Parcel (as defined in the Option Agreement) including, without limitation, the terms and conditions thereon, approved by the City of Chicago and subdividing the Land into one separate legal parcel.
3. Access Agreement dated June 19, 1996 between Seller and Joseph T. Ryerson and Son, Inc. and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on June 28, 1996 as Document No. 96501585.
4. Reciprocal Easement Agreement and Declaration of Restrictive Covenants between Aetna Casualty and Surety Company and Seller recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 5, 1996 as Document No. 96844596.
5. Public and utility easements required to provide all necessary utility services to the HD Store.
6. The terms of the TIF Agreement (as defined in the Lease).
7. Pylon Sign Agreement dated _____, 1997 between Seller and Aetna Casualty and Surety Company recorded in the Office of the Recorder of Deeds for Cook County, Illinois on _____, 1997 as Document No. _____.
8. Repurchase Agreement dated _____, 1997 between Landlord and Tenant.

(Sub)Exhibit "F".
(To Operating Lease)

Non-Disturbance And Recognition Agreement.

This Agreement made this ____ day of _____, 199__ is by and among:
Mortgagee: _____, a _____ corporation,
having its principal office at _____;

Landlord: MG Development Limited Partnership, an Illinois limited partnership
having its principal office at 1111 East 87th Street, Chicago, Illinois 60619; and
Tenant: Home Depot U.S.A., Inc., a Delaware corporation, having its principal office
at 2455 Paces Ferry Road, Atlanta, GA 30339.

RECITALS:

A. WHEREAS, Tenant is tenant under that certain Lease executed by Landlord and Tenant dated _____, 1997 ("Lease"), covering the land, building and site improvements ("Demised Premises") located in the City of Chicago, Illinois and more particularly described on Exhibit A attached hereto; and

B. WHEREAS, Mortgagee is the holder of a certain Mortgage from Landlord dated _____, 199__ and recorded _____, 199__ as Document No. _____ in the Recorder's Office of _____ County which mortgage ("Mortgage") encumbers the Demised Premises; and

C. WHEREAS, Tenant has requested that Mortgagee confirm that it will not disturb Tenant's possessory rights in the Demised Premises if Mortgagee should foreclose its Mortgage, provided Tenant is not in default under the Lease and Tenant attorns to Mortgage or the purchaser at any such foreclosure sale; and

D. WHEREAS, Mortgagee and Tenant are willing to so agree on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration each to the other in hand paid, and the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, replacement or extension of same and to any subsequent mortgage with which the Mortgage may be spread and/or consolidated.

2. If Tenant complies with this Agreement and is not in default under the terms of the Lease in the payment of rent or additional rent or the performance of any of the terms, conditions, covenants, clauses or agreements on its part to be performed under the Lease as of the date Mortgagee commences a foreclosure action or at any time thereafter, no default under the Mortgage, as modified, extended, increased, spread or consolidated, and no proceeding to foreclose the same will disturb Tenant's possession under the Lease, and the Lease will not be affected or cut off thereby (except to the extent that any right to receive or set off any monies or obligations owed or to be performed by the then landlord under the Lease shall not be enforceable thereafter against Mortgagee or any subsequent owner), and notwithstanding any such foreclosure or other acquisition of the Demised Premises by Mortgagee or any other party acquiring the Demised Premises upon foreclosure sale (such Mortgagee or subsequent owner by purchase at foreclosure or by deed in lieu of foreclosure to Mortgagee and conveyance by Mortgagee thereafter, all being referred to generically herein as "New Owner"), the Lease will be recognized as a direct lease from New Owner, except New Owner shall not:

- (a) be liable for any previous act or omission of Landlord;
- (b) be subject to any offset which shall theretofore have accrued to Tenant against Landlord;
- (c) have any obligation with respect to any security deposit at any time made under the Lease unless such security has been physically delivered to Mortgagee (the parties acknowledging that as of the date of this Agreement there is no security deposit);
- (d) be bound by any previous modification of the Lease or by any previous prepayment of fixed rent for a period greater than one (1) month, unless such modification or prepayment shall have been expressly approved in writing by Mortgagee;
- (e) be bound or liable under any provision in the Lease whereby Landlord assumed the obligations of Tenant under any lease previously executed by Tenant covering space in other buildings; or
- (f) disburse the proceeds of hazard or casualty insurance or eminent domain proceedings other than as provided in the Lease.

3. Any provision of this Agreement to the contrary notwithstanding, Mortgagee shall have no obligation, and incur no liability, with respect to the construction and completion of the building in which the Demised Premises are a part or any improvements for Tenant's use and occupancy.

4. At the time New Owner obtains title to the Demised Premises, Tenant's right to receive or set off any monies or obligations owed or to be performed by the prior Landlord shall not be enforceable against New Owner; Tenant fully reserves all such rights against Landlord. New Owner agrees to use reasonable efforts to notify Tenant of its acceptance of title, but Tenant shall have no obligation to New Owner until Tenant receives actual, written notice of New Owner's identity.

5. Tenant agrees to attorn to and accept New Owner as Landlord under the Lease for the then remaining term of the Lease, and such attornment shall be effective and self-operative without the execution of any further instruments by Tenant or New Owner upon New Owner succeeding to the interest of the Landlord under the Lease.

6. New Owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including Extension Terms if Tenant elects or has elected to exercise its options to extend the term); provided, however, that New Owner shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord) that is not then continuing under the Lease, but if there is then continuing (i.e., at the time of assumption of title by New Owner) an act or omission, Tenant may assert against New Owner any offset or other defense pertaining to that act or omission to the extent of the offset arising after New Owner's assumption of title;
- (b) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);
- (c) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;
- (d) bound by or liable for any breach of any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or
- (e) personally liable for damages for its failure to perform any such term, covenant or provision, but Tenant may, in addition to all other remedies it may have, set off against the rents and any other amounts owed under the Lease as they accrue, any judgment which Tenant may have against New Owner.

7. Tenant hereby agrees that from and after the date hereof if any act or omission by Landlord under the Lease would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, Tenant will not exercise any such right until the later of (a) fifteen days after Tenant has given written notice of such act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at the address shown on the first page or at the last address of Mortgagee furnished to Tenant in writing, or (b) the expiration of any cure period Landlord has under the Lease to remedy such act or omission. Mortgagee, at its option, may negate Tenant's right to terminate by commencing and continuing good faith efforts to remedy such act or omission of Landlord.

8. Tenant will neither offer to nor prepay rent for a period in excess of one month without the express consent in writing of Mortgagee. Tenant will not modify

the Lease in any manner without the Mortgagee's express written consent, which consent shall not be unreasonably withheld or delayed.

9. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

10. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

11. This Agreement shall inure to the benefit of the parties hereto and their successors and assigns. All rights, obligations and liabilities of Mortgagee under this Agreement shall inure to and devolve upon the party to whom Mortgagee's interest is assigned or transferred.

12. Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement.

13. Landlord agrees for itself, its successors and assigns that (a) this Agreement does not constitute a waiver by the Mortgagee of any of its rights under the Mortgage and (b) this Agreement does not in any way release the Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; (c) that the provisions of the Mortgage remain in full force and effect and must be complied with by the Landlord thereunder, and (d) this Agreement does not in any manner except as expressly stated herein modify the Lease.

14. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Anything to the contrary in this Agreement notwithstanding, the parties hereto acknowledge and agree that nothing contained in this Agreement shall in any way limit, modify, release, waive, terminate or otherwise adversely affect the rights of Tenant to repurchase the Premises pursuant to the terms of that certain Repurchase Agreement between Landlord and Tenant dated _____, 1997 as more particularly described therein, which rights are and shall remain superior and paramount to the Mortgage and to any renewal, modification, replacement or extension of same and to any subsequent mortgage with which the Mortgage may be spread and/or consolidated.

TEXT OF AGREEMENT ENDS HERE; SIGNATURE PAGE TO FOLLOW

1/14/98

REPORTS OF COMMITTEES

59703

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

Landlord
MG Development Limited Partnership

Tenant
Home Depot U.S.A., INC.

By _____

By _____

Name: _____

Name: _____

Title: Its General Partner

Title _____

MORTGAGEE

By: _____

Name: _____

Title: _____

LANDLORD NOTARY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 199_, by _____, a general partner of MG Development Limited Partnership, an Illinois limited partnership, on behalf of the partnership.

Cook County, Illinois

My Commission expires: _____

MORTGAGEE NOTARY

STATE OF ILLINOIS)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 199_, by _____, a _____ of a _____ corporation, on behalf of the corporation.

_____ County, _____

My Commission expires: _____

TENANT NOTARY

STATE OF GEORGIA)
)SS
COUNTY OF COBB)

The foregoing instrument was acknowledged before me this ____ day of _____, 199_ by _____, a _____ of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of the corporation.

Cobb County, Georgia

My commission expires: _____

[(Sub) Exhibit "A" referred to in this Non-Disturbance
and Recognition Agreement unavailable at
time of printing.]

(Sub)Exhibit "G".
(To Operating Lease)

**THIS DOCUMENT WAS
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Gregg M. Dorman, Esq.
Altman, Kritzer & Levick, Ltd.
1101 Perimeter Drive
Suite 700
Schaumburg, Illinois 60173

This Memorandum of Lease is dated _____, 199_, by and between **MG DEVELOPMENT LIMITED PARTNERSHIP ("Landlord")** and **HOME DEPOT U.S.A., INC. ("Tenant")** for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

RECITALS OF FACT

1. Landlord and Tenant have executed a Lease ("Lease") dated _____, 199_.
2. As of the date of this Memorandum of Lease, the Lease is in full force and effect.
3. The Lease demised, and by these premises, Landlord does hereby lease and demise to Tenant, and Tenant does hereby lease and rent from Landlord, the Premises described in the Lease, the legal description of the Land portion of which is shown in Exhibit A attached hereto and incorporated herein by reference.
4. The Initial Term of the Lease is for twenty Lease Years (as defined in the Lease) and Extension Terms as specified in the Lease.
5. This Memorandum does not modify or affect any of the terms or provisions of the Lease, all of which remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease effective the day and year first written above.

LANDLORD:

MG Development Limited Partnership

By: _____

Name: _____

Title: Its General Partner

TENANT:

HOME DEPOT U.S.A., INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF GEORGIA)
) SS
COUNTY OF COBB)

On the _____ day of _____, 199_, before me personally came _____ known to me to be the person whose name is subscribed to the foregoing instrument and known by me to be an authorized signatory for HOME DEPOT U.S.A., INC., the corporation described in and which executed the foregoing instrument, and acknowledged to me that: the instrument was executed for the purposes and consideration therein expressed as the act of the corporation, the seal was affixed, and the instrument was signed by the authorized signatory, all by order of the board of directors of said corporation.

Notary Public My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, a general partner of and authorized signatory for MG Development Limited Partnership is 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 signature and delivery of said instrument as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this ___ day of _____, 199_.

Notary Public My Commission Expires: _____

[Sub(Exhibit) "A" referred to in this Memorandum of
Lease unavailable at time of printing.]

(Sub)Exhibit "H".
(To Operating Lease)

Escrow Agreement.

THIS AGREEMENT (hereinafter, the "**Agreement**") made and entered into this ____ day of _____, 199__ by and between **MG DEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership ("**Landlord**"), **HOME DEPOT U.S.A. INC.**, a Delaware corporation ("**Tenant**") and **COMMONWEALTH LAND TITLE INSURANCE COMPANY** (hereinafter referred to as "**Escrow Agent**");

WITNESSETH:

Escrow Agent agrees to hold the deposit pursuant to the terms of that certain Lease (the "**LEASE**") between Tenant and Landlord, subject to the following conditions:

1. The Escrow Agent is employed under this Agreement and the LEASE in a ministerial capacity only, and shall act only upon the written instructions of Tenant and/or Landlord as provided in Section 13.4 of the LEASE and shall not be liable to any party for loss or damage resulting therefrom.

2. If there is any dispute among the parties hereto as to whether the Escrow Agent shall disburse any funds, documents, or instruments held hereunder and/or under the LEASE, the Escrow Agent may either: (a) hold such items until receipt of an authorization in writing signed by all persons having an interest in said dispute; or (b) file a suit in interpleader in a court of competent jurisdiction, tender such items into court, and obtain an order requiring the parties to litigate their several claims among themselves, upon which event the Escrow Agent shall ipso facto be released and discharged from all obligations and duties under the LEASE and this Agreement.

3. Landlord and Tenant shall jointly and severally indemnify and hold the Escrow Agent harmless from and against any and all claims, liability, loss, cost, and expense (including reasonable attorneys' fees and court costs) arising from the performance of the Escrow Agent hereunder, except for any such claim, action or proceeding resulting in a final determination that the Escrow Agent by its own bad faith, negligence, or willful misconduct breached the terms hereof. In the event that such costs or expenses are incurred by the Escrow Agent, the Escrow Agent shall be entitled to reimburse itself out of any funds held hereunder for its reasonable costs and expenses.

4. Except for any claim, action or proceeding resulting in a final determination that Escrow Agent acted in bad faith, negligently or engaged in any type of wilful misconduct, the Escrow Agent shall not be responsible for any loss or delay occasioned by the closure or insolvency of the institution with which any funds are invested in accordance with the Agreement or the LEASE, and shall have no liability for interest on such funds.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and its seal to be affixed thereto as of the day and year first written above.

ESCROW AGENT:

**COMMONWEALTH LAND TITLE
INSURANCE COMPANY**

By: _____

LANDLORD:

MG DEVELOPMENT LIMITED PARTNERSHIP

By: _____

Print Name: _____

Print Title: Its General Partner

TENANT:

HOME DEPOT U.S.A., INC.

By: _____

Print Name: _____

Print Title: _____

AUTHORIZATION FOR EXECUTION OF PROJECT AGREEMENTS WITH
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR STREETLIGHT
CABLE AND WIRE REPLACEMENT PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing, entering and executing project agreements with the Illinois Department of Transportation for a State Funded Streetlight Cable and Wire Replacement Program in an amount not to exceed \$5,000,000, having had the same under advisement, begs leave to report and recommend the 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The State of Illinois, acting through its Department of Transportation (the "State") and the City of Chicago (the "City"), acting through its Department of Streets and Sanitation ("D.S.S."), in the interest of the safe and efficient movement of vehicular and pedestrian traffic, desire to implement a State Funded Streetlight Cable and Wire Replacement Program on State Jurisdiction Streets (the "Project") within the City; and

WHEREAS, The activities to be funded under this Project include preliminary engineering, construction by City Department of Streets and Sanitation work forces, and construction engineering/supervision; and

WHEREAS, The scope of work will include, but not be limited to sidewalk removal and replacement as needed, trench and backfill as needed, conduit replacement as needed, removal of existing cable and installation of new cable; and

WHEREAS, The State will provide funding as required for the Project in an amount not to exceed Five Million Dollars (\$5,000,000); and

WHEREAS, To monitor effectively the expenditure of the foregoing State funds (the "Project Funds") and to set forth the obligations of the City and the State, the City and the State shall enter into agreements ("Individual Project Agreements") with respect to the Project; now, therefore,

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

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

SECTION 2. The Mayor of the City or the Commissioner of D.S.S. (the "Commissioner") is hereby authorized to execute, subject to the review of the Corporation Counsel and subject to the approval of the Budget Director, Individual Project Agreements or amendments thereto with the State with respect to the Project. The first such agreement shall be in substantially the form attached hereto as Exhibit A and made part hereof.

SECTION 3. The City Council hereby appropriates and authorizes the expenditure of the Project Funds in such amounts as may actually be received from the State but not to exceed One Million Dollars (\$1,000,000) in State Fiscal Year 1998, Two Million Dollars (\$2,000,000) in State Fiscal Year 1999 and Two Million Dollars (\$2,000,000) in State Fiscal Year 2000.

SECTION 4. The Comptroller of the City is hereby directed to disburse the Project

Funds as required to carry out the Individual Project Agreements.

SECTION 5. The Commissioner is authorized to execute such additional documents, information, assurances and certifications in connection with the Individual Project Agreements as may be necessary or required by the State and is further authorized to execute revisions relative to budgetary items, upon approval of the State, as long as such revisions are within the budgetary constraints as provided by the affected Individual Project Agreement and by the City Council.

SECTION 6. The City Clerk is hereby 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 take effect upon its passage and approval.

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

Exhibit "A."

Individual Project Agreement.

For Preliminary Engineering, Construction And

Construction Engineering

State-Funded Street Light Cable And Wire Replacement Program

On State Jurisdiction Routes Within The City.

(New Agreement)

This Agreement, entered into this _____ day of _____, 19__ by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Streets and Sanitation hereinafter called the ("City").

Witnesseth:

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with implementation of a street light cable and wire replacement program on various State jurisdiction routes within the City, hereinafter referred to as the "Project"; and

Whereas, The Project streets will include some if not all of the following locations:

Canalport Avenue, from Ruble Street to Halsted Street;
Harlem Avenue, from Milwaukee Avenue to Touhy Avenue;
Michigan Avenue, from Roosevelt Road to Pershing Road;
Pershing Road, from Archer Avenue to Western Avenue;
Pulaski Road, from 102nd Street to 104th Street;
Roosevelt Road, from Oakley Avenue to Ashland Avenue;
Stony Island Avenue, from 76th Street to 95th Street;
Archer Avenue, from Paulina Street to Ashland Avenue;
Archer Avenue, from Senour Avenue to Halsted Street;
Ashland Avenue, from 37th Street to 39th Street;
North Avenue, from Larrabee Street to Wells Street;
Ogden Avenue, from Kedzie Avenue to Roosevelt Road;
103rd Street, from Pulaski Road to Western Avenue;
Avondale Avenue, from Harlem Avenue to Newark Avenue;
Jeffery Avenue, from 95th Street to 98th Street;

Van Vlissingen Road, from 98th Street to 100th Street;

Caldwell Avenue, from Touhy Avenue to Wildwood Avenue;

Central Avenue, from 63rd Street to 65th Street;

Cumberland Avenue, from Montrose Avenue to Forest Preserve Avenue;

Devon Avenue, from Newcastle Avenue to Milwaukee Avenue;

Irving Park Road at Oak Park Avenue;

South Shore Drive, from 67th Street to 76th Street;

95th Street, from Western Avenue to State Street;

95th Street, from Cottage Grove Avenue to Stony Island Avenue; and

Whereas, The scope of work will include, but not be limited to, sidewalk removal and replacement as needed, trench and backfill as needed, conduit replacement as needed, removal of existing cable and installation of new cable; and

Whereas, The City, in order to implement such improvements, is required to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for the project, construct or cause to be constructed and provide construction supervision, all of which are hereinafter referred to as "The Project"; and

Whereas, On _____, the City Council passed an ordinance, Section 2 of which authorizes the Mayor of the City or the Commissioner of the Chicago Department of Streets and Sanitation, subject to the review of the Corporation Counsel and the approval of the Budget Director, to execute Individual Project Agreements or Amendments thereto, with respect to the Project; and

Whereas, The State will provide the funds required for the Project under this Agreement; and

Whereas, The City and the State have concurred in the use of such funds for the Project;

The State Hereby Agrees:

1. To reimburse the City one hundred percent (100%) for costs incurred in connection with Preliminary Engineering, Construction and Construction Engineering, for the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State.
2. To give administrative assistance and guidance to the City during the performance of the project and to review, and approve without delay, all submittals which require State review, approval or other action.

The City Hereby Agrees:

3. To prepare the preliminary and final plans, specifications, estimates and all other documents or agreements, to construct the project and to provide construction supervision.
4. To finance the work pending progressive reimbursement by the State of the costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of costs for the Project.
5. To comply with all applicable Executive Orders and Federal Legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
6. To maintain, for a minimum of five (5) years after the completion of the Project adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Project; all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and/or auditors of the Illinois Department of Transportation pursuant to 30 ILCS 10/1001, et seq. and 30 ILCS 505/1, et seq.; and the City agrees to cooperate fully with any audit conducted by the Auditor General and/or auditors of the Illinois Department of Transportation pursuant to 30 ILCS 10/1001, et seq. and 30 ILCS 505/1, et seq.; and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

The Parties Hereto Mutually Agree:

7. That the estimated cost of the Project in S.F.Y. 1998 is One Million Dollars (\$1,000,000) including Preliminary and Construction Engineering as well as Construction, and that one hundred percent (100%) of the cost of said Project will be paid by the State up to a maximum of One Million Dollars (\$1,000,000), with any costs in excess of that amount to be paid by the City.
8. That the City shall be responsible for one hundred percent (100%) of the cost of any work not eligible for State participation.
9. That the Commissioner of the Chicago Department of Streets and Sanitation is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions are within the budgetary constraints authorized by the City Council.
10. That this Agreement and the covenants contained herein shall be void ab initio in the event the Preliminary Engineering work contemplated herein is not authorized within one (1) year of the City's execution of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, The City and the State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the City of Chicago

this _____ day of _____, _____.

By: _____
Commissioner,
Chicago Department of
Streets and Sanitation

Reviewed As To Form And Legality:
(subject to proper execution)

Assistant Corporation Counsel

Approved:

By: _____
Budget Director

Executed by the State of Illinois

this _____ day of _____, _____.

By: _____
Director of Highways,
Illinois Department of
Transportation

AUTHORIZATION FOR CONVEYANCE OF PROPERTY TO AND
EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO PARK DISTRICT CONCERNING PERSHING/
OAKWOOD RELOCATION PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing and entering into an intergovernmental agreement with the Chicago Park District regarding the Pershing/Oakwood Relocation Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays – None.

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

The following is said ordinance as passed:

WHEREAS, The City has determined that in the interest of the safe and efficient movement of vehicular, bicycle and pedestrian traffic, it is necessary to reconfigure those portions of Pershing Road and Oakwood Boulevard located between Cottage Grove Avenue on the west and Lake Park Avenue on the east; and

WHEREAS, The City is in the process of acquiring the various parcels of property necessary to effectuate the reconfiguration of the aforesaid streets; and

WHEREAS, The Chicago Park District ("Park District") is interested in constructing a new public park on the property surrounded by Drexel Boulevard and the newly reconfigured Pershing Road and Oakwood Boulevard; and

WHEREAS, The Park District has requested that the City also acquire those parcels of property surrounded by Drexel Boulevard and the newly reconfigured Pershing Road and Oakwood Boulevard which are not already owned by the City, and then convey the entire assembled tract which is legally described on Exhibit A attached hereto ("Property") to the Park District for the purpose of constructing a public park thereon; and

WHEREAS, The Park District has agreed to reimburse the City for the costs associated with the acquisition of the aforesaid parcels of property; and

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 government and affairs; now, therefore,

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

SECTION 1. The conveyance of the Property to the Park District for an amount equal to the cost of acquisition is hereby approved. It is estimated that such cost will be approximately One Hundred Eighty-five Thousand Two Hundred Twenty-six Dollars (\$185,226).

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 Park District.

SECTION 3. The Commissioner of Transportation is authorized to enter into an intergovernmental agreement with the Park District substantially in the form attached hereto as Exhibit B, and to execute all other documents which may be necessary to effectuate the transaction described in this ordinance, subject to the approval of the Corporation Counsel.

SECTION 4. 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 Property.

Parcel 1:

That part of Lots 9 and 10 in Cleaverville Subdivision, recorded October 4, 1858 as

Document Number 7448 and part of Lots 1 through 6 in the resubdivision of Lots 6, 7 and the west 34 feet of Lot 5 in Block 5 of said Cleaverville Subdivision, recorded May 1, 1867 and part of Lots 1 through 3 in Fisher's Resubdivision, recorded April 2, 1874 as Document Number 159675 and part of Lots 1 and 2 in Barry Fellows Subdivision of Lot 9 except the north 100 feet of the west half thereof and all of Lot 8 of Block 5 of said Cleaverville Subdivision, recorded August 10, 1895 as Document Number 2261741 in Fractional Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of said Lot 5 in said resubdivision of Lot 6, and the west 34 feet of Lot 5 in Block 5 of said Cleaverville Subdivision, said point also being the intersection of the west line of South Ellis Avenue and the north line of Oakwood Boulevard as dedicated; thence on an assumed bearing south 66 degrees, 08 minutes, 07 seconds west along said north line, 384.10 feet to the easterly line of South Drexel Boulevard; thence north 24 degrees, 10 minutes, 15 seconds west along said east line, 172.13 feet to the south line of East Pershing Road as widened; thence north 66 degrees, 07 minutes, 26 seconds east along said south line, 255.88 feet to a point on a 313.08 foot radius curve, concave to the southwest, chord bearing north 78 degrees, 11 minutes, 15 seconds east; thence along said curve 132.21 feet to said west line of South Ellis Avenue; thence south 24 degrees, 10 minutes, 48 seconds east along west line, 114.78 feet to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Parcel 2:

That part of Lots 3 and 4 in Cleaverville Subdivision, recorded October 4, 1858 as Document Number 7448 in Fractional Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the north line of East Oakwood Boulevard and the east line of South Ellis Avenue as dedicated by Document Number 250907, recorded on December 31, 1879; thence on an assumed bearing north 24 degrees, 10 minutes, 48 seconds west along said east line, 104.83 feet to the south line of East Pershing Road as widened and a point on a 313.98 foot radius curve, concave to the southwest, chord bearing south 74 degrees, 43 minutes, 23 seconds east; thence along said curve 9.46 feet; thence continuing along the south line south 73 degrees, 51 minutes, 36 seconds east, 153.73 feet to the north line of said East Oakwood Boulevard; thence south 66 degrees, 08 minutes, 07 seconds west along said north line, 124.56 feet to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Parcel 3:

That part of Lots 5 through 8 in Bensley's Subdivision of Lots 15 and 16 of the Assessor's Division in Block 7 of Cleaverville, recorded June 4, 1886 as Document Number 723556, in Fractional Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the northwest corner of said Lot 5, said point also being the intersection of the east line of South Ellis Avenue and the south line of East Oakwood Boulevard as dedicated; thence on an assumed bearing north 66 degrees, 08 minutes, 07 seconds east along the north line of said Lot 5 and the south line of said East Oakwood Boulevard, relocated and a point on a 262.47 foot radius curve, concave to the northwest, chord bearing south 22 degrees, 36 minutes, 03 seconds west; thence along said 110.97 feet to the west line of said Lot 8 and the east line of said South Ellis Avenue; thence north 24 degrees, 25 minutes, 34 seconds west along said east line, 75.88 feet to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Parcel 4:

That part of Lots 1, 2, 10 and 11 in L.C. Paine Freer's Subdivision of Block 6 of Cleaverville, recorded July 20, 1863 in Fractional Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the northeast corner of said Lot 1, said point also being the intersection of the south line of East Oakwood Boulevard and the west line of South Ellis Avenue as dedicated; thence on an assumed bearing south 24 degrees, 25 minutes, 34 seconds east along said west line, 104.46 feet to the northerly line of East Oakwood Boulevard relocated and a point on a 262.47 foot radius curve, concave to the northwest, chord bearing south 58 degrees, 18 minutes, 39 seconds west; thence along said curve 71.73 feet; thence continuing along said north line south 67 degrees, 37 minutes, 15 seconds west 279.28 feet to a point on a 534.12 foot radius curve, concave to the northwest, chord bearing south 67 degrees, 43 minutes, 42 seconds west; thence along said curve and said north line, 29.62 feet to the easterly line of South Drexel Boulevard; thence north 24 degrees, 37 minutes, 01 seconds west along said easterly line, 106.14 feet to the south line of said Oakwood Boulevard thence dedicated; thence north 66 degrees, 08 minutes, 07 seconds east along said south line, 379.99 feet to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Exhibit "B".

Intergovernmental Agreement.

This Intergovernmental Agreement is made this ____ day of _____, 1997, by and between the City of Chicago, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and the Chicago Park District, a body politic and corporate, having its principal offices at 425 East McPetridge Drive, Chicago, Illinois 60605 ("Park District").

Recitals.

Whereas, The City has determined that in the interest of the safe and efficient movement of vehicular, bicycle and pedestrian traffic, it is necessary to reconfigure those portions of Pershing Road and Oakwood Boulevard located between Cottage Grove Avenue on the west and Lake Park Avenue on the east; and

Whereas, The City is in the process of acquiring the various parcels of property necessary to effectuate the reconfiguration of the aforesaid streets; and

Whereas, The Park District is interested in constructing a new public park on the property surrounded by Drexel Boulevard and the newly reconfigured Pershing Road and Oakwood Boulevard; and

Whereas, The Park District has requested that the City also acquire those parcels of property surrounded by Drexel Boulevard and the newly reconfigured Pershing Road and Oakwood Boulevard which are not already owned by the City, and then convey the entire assembled tract to the Park District for the purpose of constructing a public park thereon; and

Whereas, The Park District has also requested that the City close to vehicular traffic those portions of Drexel Boulevard, Ellis Avenue and Oakwood Boulevard located within the boundaries of the proposed public park; and

Whereas, The Park District has agreed to reimburse the City for certain costs associated with the acquisition of the aforesaid parcels of property; and

Whereas, The City and the Park District are legal entities organized and existing under the laws of the State of Illinois having among their powers the authority to contract with one another to perform the undertakings described herein;

Now, Therefore, In consideration of the promises and the mutual obligations of the parties hereto, each of them 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 hereby 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. Subject to the terms and conditions hereof, the City agrees to convey to the Park District and the Park District agrees to accept from the City all of the City's right, title and interest in and to the parcels of property legally described on (Sub)Exhibit A attached hereto (individually, "Parcel(s)"; collectively, "Property").

B. Acquisition Costs. Not later than ninety (90) days after the closing, the Park District agrees to reimburse the City for the amount paid by the City to the owners or former owners of those portions of Parcels 0006, 0012, 0013, 0014 and 0016 (as identified on the City's Map of Acquisition prepared by Graef, Anhalt, Schloemer & Associates Ltd., dated March 30, 1996) which will be conveyed to the Park District pursuant to the terms of this agreement ("Acquisition Costs"). Acquisition Costs shall not include any soft costs incurred by the City in acquiring the parcels or relocation fees paid by the City. It is estimated by the parties that the Acquisition Costs will be approximately One Hundred Eighty-five Thousand Two Hundred Twenty-six Dollars (\$185,226).

C. Form of Deed. The City shall convey to the Park District fee simple title to the Property by quitclaim deed ("Deed"). The Deed shall be duly executed and attested to by the City and in proper form for recording. The Deed shall be subject only to the following:

1. The standard exceptions in an ALTA insurance policy, except for those exceptions waived or removed upon the certification of a survey or the filing

of ALTA statements.

2. Taxes which are not yet due and owing which will be prorated as of the Closing Date based upon one hundred percent (100%) of the most recent ascertainable tax bills. All prorations shall be final.
3. Easements, encroachments, covenants and restrictions of record which do not affect the use of the Property as a public park.
4. Such defects which cannot reasonably be cured but will not affect the use of the Property as a public park. Any other title exceptions shall be deemed "Unpermitted Exceptions".

In the event the City is unable to deliver title to the Park District subject only to the aforesaid title exceptions, the Park District may: (a) grant an extension of time to the City for a reasonable period of time to enable the City to remove the unpermitted exceptions; (b) accept title subject to such unpermitted exceptions, or (c) terminate this agreement by written notice to the City.

D. The Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown office of Chicago Title Insurance Company ("Title Company") not later than sixty (60) days after the City has acquired marketable title to the Property.

E. Escrow. In the event that either party desires to close the transaction through escrow, each party shall pay one-half (½) of the escrow fees associated therewith.

F. Title Commitment and Policy. After the City has acquired title to all of the Property, the City shall deliver to the Park District all title commitments and title insurance policies in its possession. The Park District shall be responsible for the cost of consolidating the title commitments (if it deems necessary), and any title insurance policies or endorsements it requires.

G. Survey. Within thirty (30) days after the execution of this agreement, the Park District shall, at its expense, deliver to the City a current plat of survey of the Property and the right-of-way property as defined in Section 3A, below, prepared by a licensed Illinois land surveyor in accordance with the "Minimum Standard Detail Requirement for Land Title Surveys" jointly established and adopted by the American Title Association and the American Congress of Surveying and Mapping.

H. Reconveyance of the Property. In the event that the Acquisition Costs are not paid to the City within ninety (90) days of the Closing, the Park District agrees to reconvey the Property to the City subject only to those exceptions set forth in Section

2C, above.

Section 3.

Closing And Use Of Right-Of-Way Property.

A. Closing of Right-of-Way. The Department of Transportation of the City shall request the City Council to close to vehicular traffic those portions of the right-of-way legally described and identified on (Sub)Exhibit B attached hereto ("Right-of-Way Property").

B. Permission to Use Right-of-Way. Upon the passage of any ordinance by the City Council closing the Right-of-Way Property to vehicular traffic, the Park District shall have the authority to use the Right-of-Way Property on the following terms and conditions:

1. The Right-of-Way Property shall be used exclusively for public park purposes.
2. The Park District shall not construct any improvements on or in the Right-of-Way Property except in accordance with plans and specifications approved by the appropriate City departments, which approval shall not be unreasonably withheld, delayed or denied.
3. Prior to the commencement of any work on the Right-of-Way Property, the Park District shall cause its general contractor to provide the City, with a certificate of insurance evidencing the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability with the City and the Park District named as an additional insured; b) 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; and c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Right-of-Way Property. The insurance policy shall be from an insurance company authorized to do business in the State of Illinois, and shall remain in effect until completion of all work on the Right-of-Way Property. The Park District shall cause its general contractor to deliver the certificate of insurance to the City prior to the commencement of any work on the Right-of-Way Property. The Park District expressly

understands and agrees that any coverage and limits furnished by the Park District or its general contractor shall in no way limit the Park District's liabilities and responsibilities set forth in this agreement.

4. The Park District shall indemnify, keep and save harmless the City, its agents, officials and employees, against any and 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, officials and employees, in connection with the construction, operation, maintenance, use or occupancy of the Right-of-Way Property (except to the extent caused by the City's negligence), pursuant to the rights granted to the Park District under this agreement.
5. The Park District shall keep and maintain the Right-of-Way Property in good condition and repair.
6. The permission and authority to use the Right-of-Way Property herein granted by the City to the Park District shall continue for so long as the Property is operated and maintained by the Park District as a public park.
7. In the event that the Park District ceases to maintain a public park on the Property, the Park District shall, at the request of the City, remove any permanent structures or facilities installed in or erected on the Right-of-Way Property.

C. Removal of Pavement. The City, at its own cost and expense, shall remove the pavement and other drainage structures from the Right-of-Way Property.

Section 4.

Environmental Matters.

A. Underground Storage Tanks. The parties acknowledge that there may be four (4) underground storage tanks ("U.S.T.s") located on the Property. The City agrees to use its best efforts to remove the U.S.T.s prior to the Closing and pay all costs associated therewith, including backfilling and any necessary soil remediation, in an amount not to exceed Thirty-one Thousand Dollars (\$31,000). In the event the City fails to remove the four (4) U.S.T.s prior to the Closing, the Park District shall remove the U.S.T.s, backfill the Property and remediate the soil, if necessary. The Park District may deduct from the Acquisition Costs its costs and expenses associated therewith in an amount

not to exceed Thirty-one Thousand Dollars (\$31,000).

B. No Representations or Warranties. Except for the U.S.T.s described in Section 4A, above, the City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever. The Park District agrees to accept the Property "as is".

C. Right of Entry. The Park District may, at its sole cost and expense, investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Park District shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property and the Right-of-Way Property. If such a request is made, the City shall grant the Park District a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon the Park District or its environmental consultant obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) 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; and c) workers' compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property and the Right-of-Way Property. The insurance policy shall be from an insurance company authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property and the Right-of-Way Property. The Park District shall deliver a certificate of insurance to the City prior to commencing any activity on the Property and the Right-of-Way Property. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District or its environmental consultant shall in no way limit the Park District's liabilities and responsibilities set forth in this Agreement.

D. Inspection of Property. The Park District agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The City reserves the right to accompany the Park District or its environmental consultant onto the Property, and to inspect any work being done on the Property. Prior to the Closing, the Park District or its environmental consultant's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. The Park District shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District, and agrees to indemnify and hold the City harmless against any such liens.

E. Indemnification. If after the Closing the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized,

it shall be the sole responsibility and obligation of the Park District to take such action as is necessary to put the Property in a condition entirely suitable for its intended use. The Park District agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

Section 5.

Temporary Easement.

The City and its Contractors shall have the right to use the Property after the closing, at no cost to the City, for the purposes of: (i) storing equipment and supplies thereon for use in connection with the construction of Pershing Avenue and Oakwood Boulevard and the removal of the pavement and drainage structures from the Right-of-Way Property; (ii) removing the U.S.T.s and remediating the soil, if necessary; and (iii) ingress and egress over and across the Property in connection with the foregoing work. This easement shall terminate upon the completion of the work by the City and its contractors. The City agrees to indemnify and hold the Park District harmless from any and all claims for injury to persons which arise out of the work being performed on the Property by the City, except to the extent that such injury is the result of the negligent or tortious acts of the Park District, its agents, employees, officials or contractors.

Section 6.

Remedies.

In the event of a default by either party in the performance of its obligations under this agreement, the defaulting party upon written notice from the other, shall immediately proceed to cure or remedy the default. In the event of a default by the City which has not been cured within a reasonable time, the Park District may terminate this agreement by giving written notice thereof to the City as its sole remedy. In the event of a default by the Park District prior to the Closing which has not been cured within a reasonable time, the City may terminate this agreement by giving written notice thereof to the Park District as its sole remedy. In the event of a default by the Park District after the Closing which has not been cured within a reasonable time, the City may compel the Park District to reconvey the Property to the City as provided for in Section 2I, above.

Section 7.

*Conflict Of Interest; Parties' Representatives
Not Individually Liable.*

No agent, official or employee of the City or the Park District 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/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No agent, official or employee of either party shall be personally liable to the other party in the event of any default or breach.

Section 8.

Authority.

A. Authority of City. The execution of this agreement by the City and the performance of its obligations hereunder have been authorized by an ordinance adopted by the City Council of the City of Chicago on _____.

B. Authority of Park District. The execution of this agreement by the Park District and the performance of its obligations hereunder have been authorized by a resolution adopted by the Chicago Park District on _____.

Section 9.

Notices.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

Department of Transportation
Suite 400
30 North LaSalle Street
Chicago, Illinois 60602

Attention: Chief Highway Engineer
Fax: (omitted for printing purposes)

With A Copy To:

Corporation Counsel's Office
Suite 1610
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Real Estate Division
Fax: (omitted for printing purposes)

If To The Park District:

Chicago Park District
425 East McFetridge Drive
Chicago, Illinois 60605
Fax: (omitted for printing purposes)

With A Copy To:

Chicago Park District
Law Department
425 East McFetridge Drive
Chicago, Illinois 60605
Fax: (omitted for printing purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 10.

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 11.

Governing Law.

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

Section 12.

Entire Agreement.

This agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreement between the parties with respect to the subject matter hereof. This agreement shall not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 13.

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 herein and this agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 14.

Counterparts.

This agreement may be executed in counterparts, each of which shall constitute an original instrument.

Section 15.

Not A Joint Venture.

Nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Park District or any of their officers, employees or agents for any purpose or in any manner whatsoever.

Section 16.

Cooperation.

The parties agree to use their best efforts and good faith in the performance of this agreement and to cooperate with each other in the completion of the project. The parties further agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably required to consummate the transaction contemplated in this agreement.

In Witness Whereof, The parties hereto have executed or caused this agreement to be executed as of the date first above written.

City of Chicago, an Illinois
municipal corporation

By: _____
Thomas R. Walker,
Commissioner,
Department of Transportation

Chicago Park District, a body
political and corporate

By: _____
Forrest Claypool,
General Superintendent

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement
constitutes Exhibit "A" to the ordinance and is
printed on pages 59718 through 59720
of this Journal.]

[(Sub)Exhibit "B" referred to in this Intergovernmental Agreement
unavailable at time of printing.]

GRANT OF EASEMENT TO METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR TUNNEL AND
RESERVOIR SYSTEM.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the granting of an easement to the Metropolitan Water Reclamation District of Greater Chicago, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City is currently acquiring property located at South Brandon Avenue and South Harbor Avenue, Chicago, Illinois ("Property") as set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Property is currently vacant; and

WHEREAS, The Metropolitan Water Reclamation District of Greater Chicago ("District") is constructing a tunnel and reservoir system; and

WHEREAS, The District requires a permanent easement, right, privilege and authority to construct, reconstruct, repair, maintain and operate a certain part of the tunnel and reservoir system over the Property; now, therefore,

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

SECTION 1. The Department of Transportation is hereby authorized to enter into an easement grant as set forth in Exhibit B attached hereto and made a part hereof for the sum of Two Thousand Six Hundred Fifty Dollars (\$2,650) subject to the approval of the Corporation Counsel.

SECTION 2. The ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Parcel 34A -- Permanent Easement:

That part of Lots 30 and 31 in Block 90 in South Chicago of the subdivision made by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, lying south of the right-of-way of Penn Central Transportation Co. (formerly L.S. and M.S. Railway) in Cook County, Illinois, all as shown on a plat marked (Sub)Exhibit 10A, attached hereto and made a part hereof.

Permanent Index Number:

26-06-419-024.

[(Sub)Exhibit 10A referred to in this legal description for Parcel 34A
printed on page 59735 of this Journal].

Parcel 43C -- Permanent Easement:

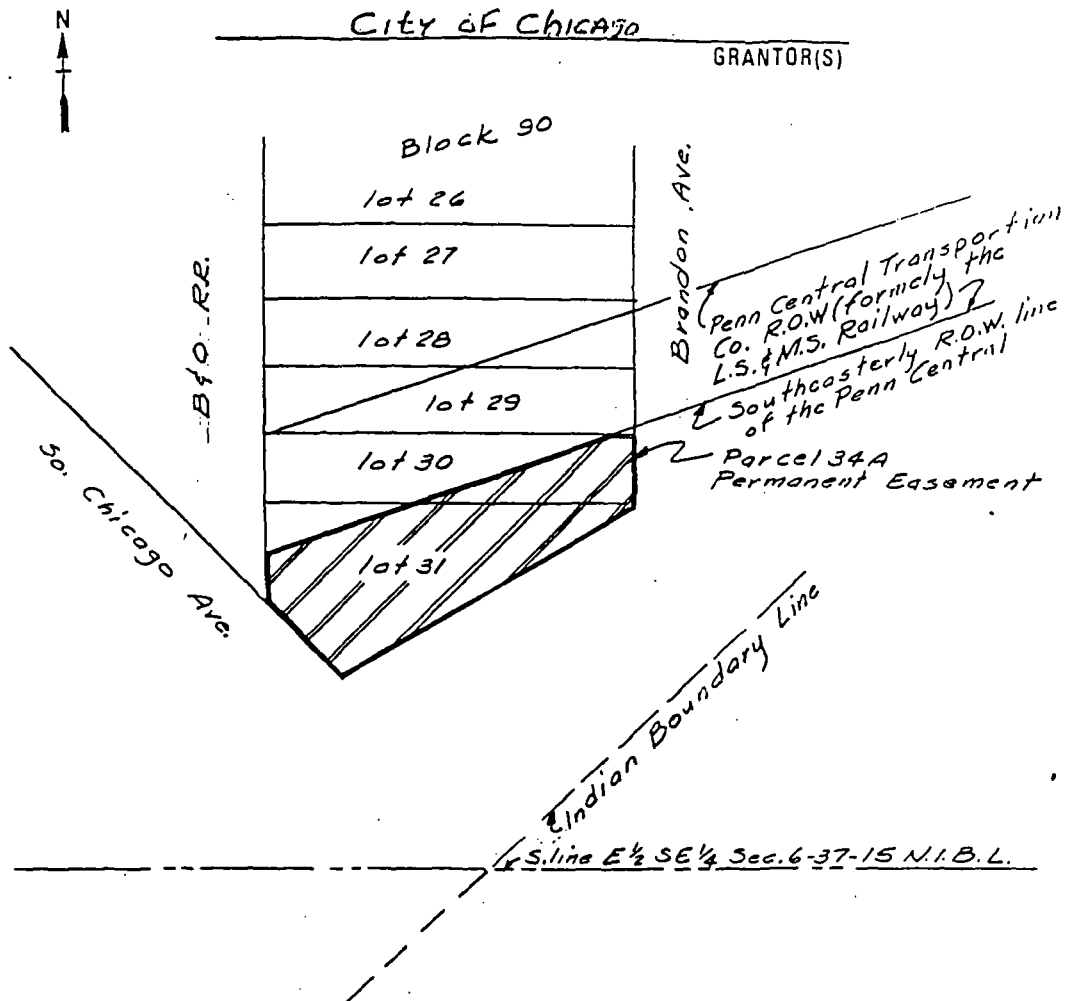
That part of a 66 foot wide strip of land running north and south through the center of Block 90 also being a part of Lot 56 in Block 90, in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

commencing at the intersection of the northeasterly right-of-way line of South

(Continued on page 59736)

(Sub)Exhibit 10A.
(To Legal Description For Parcel 34A)

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AND**



Not to scale

M. Gierulke, Jr.
NEGOTIATOR
Mazeika
DRAWN BY
5-31-96
DATE Revised 11-20-97

Calumet Tunnel System, Tunnels, Shafts &
Conn. Structures, Torrence Ave. Branch
PROJECT
75-208-24
P.C.M.S. NO.

EXHIBIT 10A
CD5-53

(Continued from page 59734)

Chicago Avenue and the westerly line of Lot 31 in said Block 90, which is also the point of beginning; thence north along the westerly line of Lots 31 and 30 in said Block 90, to a point on the westerly line of said Lot 30, 5.00 feet northerly from the southwest corner of said Lot 30 (as measured along said westerly line); thence west along a line parallel with the southerly line of said Lot 30 to its intersection with the northeasterly right-of-way line of South Chicago Avenue; thence southeasterly along said northeasterly right-of-way line to the point of beginning, all as shown on a plat marked (Sub)Exhibit 10B, attached hereto and made a part hereof.

Permanent Index Number:

26-06-507-011.

[(Sub)Exhibit 10B referred to in this legal
description for Parcel 43C printed
on page 59737 of this Journal.]

Exhibit "B".

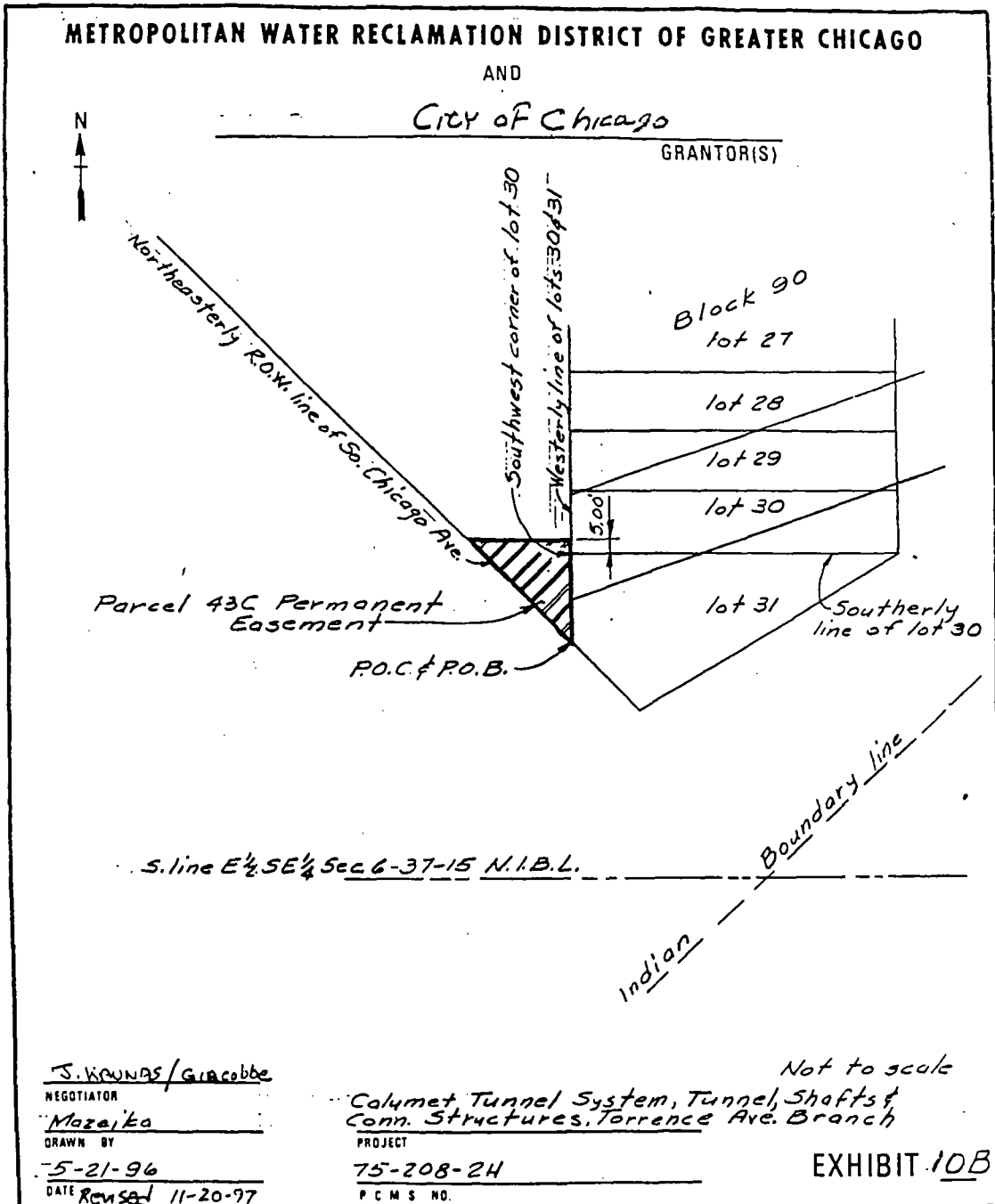
Easement Grant 10.

This grant of easement, made this _____ day of _____ A.D. 1997 from the City of Chicago, a municipal corporation (hereinafter called the "City") to the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter termed the "District"), 100 East Erie Street, Chicago, Illinois 60611.

Witnesseth:

Whereas, The District is about to construct a tunnel system with appurtenances thereto (hereinafter termed "The System"), Calumet Tunnel System, Tunnels, Shafts, and Connecting Structures, Torrence Avenue Branch (75-208-2H), the same to be an adjunct of and addition to the Channels and Outlets of the District; and

(Continued on page 59738)



(Continued from page 59736)

Whereas, In order to construct The System, it is necessary for the District to obtain permanent easements, rights, privileges and authority to construct, repair, reconstruct, maintain and operate The System through the premises hereinafter described; and

Whereas, The City is willing to grant said permanent easements, rights, privileges and authority to the District, upon the terms and conditions herein set forth;

Now, Therefore, In consideration of the sum of Two Thousand Six Hundred Fifty and no/100 Dollars (\$2,650.00) in hand paid by the District to the City, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter contained, the City does hereby bargain, sell, grant, transfer and convey to the District, its successors and assigns, the easements, rights, permission and authority to construct The System upon, under and through the following described property hereinafter referred to as:

Parcel 34A -- (City Parcel 5) Permanent Easement

Parcel 43C -- (City Parcel 1A) Permanent Easement

(For legal description, see Attachments)

In consideration of the grant of the easements, rights, privileges and authority herein contained, this Easement Grant is subject to the following conditions:

First: Said part of The System shall be constructed by the tunnel and open cut method of construction utilizing the temporary easement premises, described herein to facilitate said construction and this grant will remain in full force and effect until completion of The System and restoration of the premises.

Second: District expressly assumes all responsibility for, and shall save and keep harmless the City against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or caused in the performance of any work done by or under the authority of the District by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against the City growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefor from the District, the City shall give written notice to the District of the commencement of such action, suit or suits, and thereafter the District will assume the defense thereof. The District shall save and keep harmless the City from any claims for mechanics liens by reason of any construction work, repairs, replacements or other work, or for any improvements made or placed upon or to the easement by the District.

Third: The rights and obligations of the City and the District respectively hereunder, shall inure to the benefit or and be binding upon their respective successors and assigns, and all terms, conditions and covenants herein shall be construed as covenants, running with the land. The City and its successors, assigns and beneficiaries may not construct a building or buildings or other structures or improvements upon the said permanent easement premises without approval of the District's Chief Engineer.

Fourth: The District shall, after The System is constructed, restore the City's property to its original or better condition as stated in the General Specifications of the District for The System. All such restoration work will be completed within sixty (60) days after The System is constructed, weather conditions permitting.

Fifth: The Contractor utilized for the construction of The System must provide the City with a Certificate of Insurance naming the City as the insured against any claims, injuries, deaths and property damages that may incur on the property, described herein, during the construction of the project up to the point the project is completed and property restored to its original condition. Access to and from the site should occur from South Harbor Avenue, and in the event that the Metra Station and related parking lot construction commences prior to the completion of this easement, the contractor shall be responsible for restoring the site to accommodate the landscaping plan, attached (Sub)Exhibit B. If the District has completed the work within the premises described herein and the City wants to landscape the premises, the District will be notified and no additional permits or authorizations will be required.

Sixth: The City hereby acknowledges that it has been advised of its rights and Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) by the District or it's otherwise familiar with same; that the transaction embodied in the foregoing document is subject to said P.L. 91-646; and that notwithstanding the rights afforded it thereunder do hereby knowingly and intentionally waive and relinquish any and all rights which it may have thereunder and acknowledges that the consideration paid to it for the easement aforesaid is fair and reasonable.

In Witness Whereof, The City has caused this instrument of eleven (11) pages, including the inserted pages 2A, 2B, (Sub)Exhibits 10A, 10B, Exhibit B (Easement Grant 10), and this page, to be executed in quadruplicate and do hereunto set their hand and seal on the day and date first written above.

[Seal]

City of Chicago,
a municipal corporation

By: _____

Attest:

Approved As To Form And Legality:

Rita Lewandowski,
Assistant Corporation Counsel

State of _____)
County (City) of _____) SS.

I, _____, a Notary Public in and for the County and State aforesaid Do Hereby Certify that _____ and _____, City of Chicago, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such _____ and _____, and appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, of the said City of Chicago for the uses and purposes therein set forth, and caused the corporate seal to be thereto attached.

Given, under my hand and notarial seal this _____ day
of _____, A.D. 1997.

Notary Public

My commission expires:

_____, A.D., 19__.

[(Sub)Exhibit "B" referred to in this Easement Grant 10 printed
on page 59742 of this Journal.]

[Legal Descriptions for Parcels 34A and 43C referred to in this
Easement Grant 10 constitute Exhibit "A" to the ordinance
and is printed on pages 59734 through 59736
of this Journal.]

AUTHORIZATION TO ENTER INTO AND EXECUTE WATER
SUPPLY CONTRACT WITH VILLAGE
OF MELROSE PARK.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration an ordinance authorizing entering into and executing a water supply contract with the Village of Melrose Park, having had the same under advisement, begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

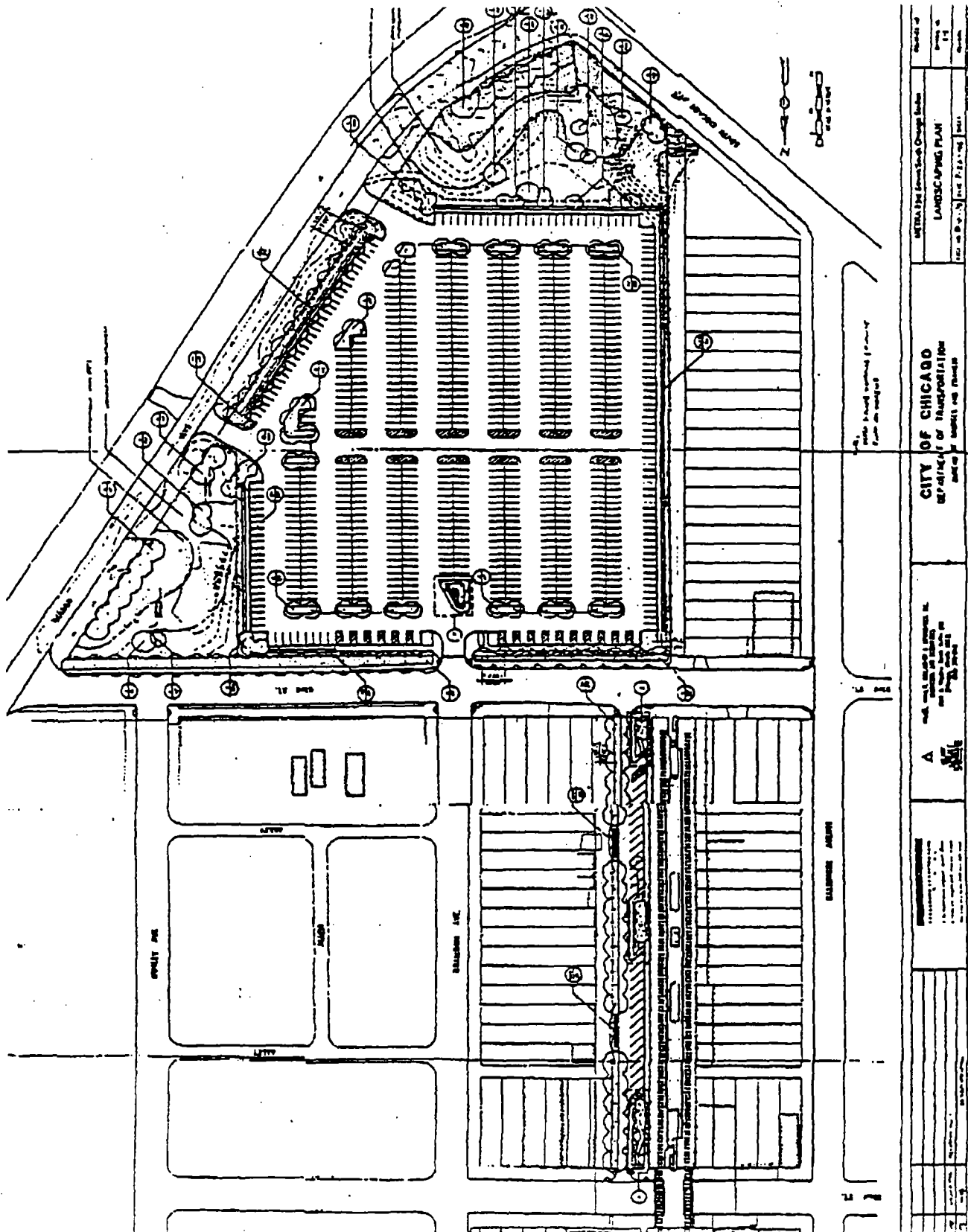
This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 59743)

(Sub)Exhibit "B".
(To Easement Grant 10)



(Continued from page 59741)

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") possesses the power and authority and is required to furnish water from the City's water mains to others; and

WHEREAS, The City and the Village of Melrose Park, Illinois (the "Municipality") entered into a prior agreement (the "Prior Agreement") to supply water to the Municipality; and

WHEREAS, The Prior Agreement has expired in accordance with its terms; and

WHEREAS, The City is willing to continue to supply water to the Municipality under substantially the terms of the attached form of ten (10) year water supply contract (the "Agreement"); and

WHEREAS, Except as otherwise provided in the Agreement, the water furnished pursuant to the Agreement shall not be resold to customers located outside the corporate limits of the Municipality without the approval of the Municipality and the City Council; now, therefore,

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

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

SECTION 2. The Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Water to approve, and the City Comptroller to accept the file for

record, upon the approval of the Corporation Counsel as to form and legality, a water supply contract between the City and Municipality in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

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

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

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

Exhibit "A".

Water Supply Contract Between

The City

Of Chicago, Illinois

And The

Village Of Melrose Park, Illinois.

Contract Number _____

This Agreement made and entered into this ____ day of _____, ____ and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, Illinois, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "City"), and the Village of Melrose Park, Illinois (hereinafter called the "Purchaser") in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

Witnesseth:

Whereas, The City and the Purchaser have previously entered into an agreement for the furnishing from the City's water main at the City limits, at West Wabansia Avenue and North Harlem Avenue, of a supply of water for consumers supplied by the Purchaser's water system, and which agreement has expired; and

Whereas, The City is willing to enter into a new water supply contract with the Purchaser, and to furnish from the existing connection to the City's water main at the City limits, at West Wabansia Avenue and North Harlem Avenue, a supply of water for consumers supplied by the Purchaser's water system;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished:

(1) The City agrees to furnish to the Purchaser, and the Purchaser agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City (the "Commissioner") from the City's water main at the City limits, at West Wabansia Avenue and North Harlem Avenue, to be used by the Purchaser in supplying water to consumers located within the corporate limits of the Purchaser. All water usage is to be in accordance with the allocation of the State of Illinois, Department of Transportation or any successor thereto (including the State of Illinois, Department of Natural Resources) having authority over the allocation of Lake Michigan water (a "Successor").

(2) The Purchaser is further authorized to supply Lake Michigan water obtained from the City to: (a) the Village of Maywood, Illinois, (b) the Village of Bellwood, Illinois, (c) the Village of Stone Park, Illinois, (d) the Village of Northlake, Illinois, (e) the Hillside-Berkeley Water Commission for use by users within the Villages of Hillside, Illinois and Berkeley, Illinois and (f) Leyden Township, Illinois (collectively, the "Subsequent Purchasers"). All water usage is to be in accordance with the allocations of the State of Illinois, Department of Transportation or its Successor. Any increase in the allocation to the Subsequent Purchasers shall be subject to the approval of the Commissioner. It is clearly understood by the Purchaser that this authorization is non-exclusive and in no way guarantees any rights to re-sell City water.

(3) The Purchaser shall not add any additional users, outside of the corporate limits of the Purchaser, of water supplied by the City without the approval of the Commissioner and the Chicago City Council.

B. Quantity Of Water To Be Furnished:

(1) The quantities of water to be furnished are to be supplied to the Purchaser and the Subsequent Purchasers for the years indicated:

Year	Annual Average Daily Quantity In Gallons
1998	15,781,000
1999	15,790,000
2000	15,823,000
2001	15,821,000
2002	15,818,000
2003	15,817,000
2004	15,813,000
2005	15,812,000
2006	15,809,000
2007	15,806,000

The individual consumer's quantities of water are included in the allocation made to the Purchaser. These quantities of water are in accordance with the allocations made to the Purchaser and the Subsequent Purchasers, by Opinion and Order Number LMO 89-2, as amended from time to time, of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Natural Resources or its successor.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the twenty-four (24) hours of each day. The maximum hourly rate of withdrawal from the City's water main shall not exceed twice the annual average daily contracted amount. The City shall have the right to restrict the supply of water to the Purchaser in order to ensure an adequate water supply to all purchasers of City water for public health and fire protection. The Purchaser shall be responsible for any damage to the water system of the City or of any of its customers due to excessive surges caused by the malfunction or misuse of the Purchaser's water system, including, without limitation, fast acting valves or booster station operation.

(3) The Purchaser shall install a flow control system and a pressure recording system consisting of a manually operated flow control valve controlled by the City at a meter vault on existing water service connection to the City's water main at the City limits at West Wabansia Avenue and North Harlem Avenue in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Purchaser shall provide the necessary equipment to transmit pressures, rates of flow and receiving reservoir elevations, and to convert the manually operated flow control valves to remotely controlled flow control valves. All devices necessary for the control and transmission of pressures and rates of flow of water furnished shall be provided and maintained by the Purchaser. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valves shall be controlled by the City.

(4) The quantities of water to be furnished are to be supplied to the five (5) Villages, one (1) Township and one (1) Water Commission for the years as indicated:

Annual Average Daily Quantity In Gallons.

Year	Village Of Melrose Park	Village Of Maywood	Village Of Bellwood
1998	4,910,000	3,109,000	2,521,000
1999	4,930,000	3,111,000	2,516,000
2000	4,970,000	3,114,000	2,512,000
2001	4,970,000	3,119,000	2,508,000
2002	4,970,000	3,125,000	2,504,000

Year	Village Of Stone Park	Village Of Northlake	Leyden Township
2003	4,970,000	3,130,000	2,499,000
2004	4,970,000	3,135,000	2,495,000
2005	4,970,000	3,141,000	2,491,000
2006	4,970,000	3,146,000	2,487,000
2007	4,970,000	3,151,000	2,483,000
1998	432,000	1,827,000	984,000
1999	433,000	1,819,000	985,000
2000	434,000	1,812,000	986,000
2001	435,000	1,808,000	988,000
2002	435,000	1,803,000	990,000
2003	436,000	1,799,000	993,000
2004	436,000	1,794,000	995,000
2005	437,000	1,790,000	997,000
2006	437,000	1,786,000	999,000
2007	438,000	1,781,000	1,001,000

Hillside-Berkeley Water Commission.

Year	Village Of Hillside	Village Of Berkeley
1998	1,220,000	778,000
1999	1,222,000	774,000
2000	1,224,000	771,000
2001	1,224,000	769,000
2002	1,224,000	767,000
2003	1,224,000	766,000
2004	1,224,000	764,000
2005	1,224,000	762,000
2006	1,224,000	760,000
2007	1,224,000	758,000

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending ten (10) years from the date hereof; provided, however, that the City and the Purchaser may agree to renew this contract for successive like terms. If either the City or the Purchaser shall desire to renew this contract, such party shall provide written notice thereof to the other party hereto six (6) months prior to the expiration of each said ten (10) year term. Amounts of water for average daily use shall be the amounts as allocated by the State of Illinois, Department of Transportation or the Department of Natural Resources or its Successor.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions so as to bind City by making any promise or representation not contained herein; provided, however, that the Commissioner may make modification pursuant to paragraph C(7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract shall be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated annually by the State of Illinois, Department of Transportation or the Department of Natural Resources or its Successor to the Purchaser and its customers.

(6) The City shall not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description that may arise as a result of making this contract and furnishing water hereunder.

(7) The Purchaser shall not permit any water furnished hereunder to be used to supply any party outside the corporate limits of the Purchaser, except as otherwise specifically provided herein, without the prior written consent of the City. The Purchaser may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Purchaser agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Purchaser shall submit to the City by the tenth (10th) day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to customers of the Purchaser.

(10) The Purchaser shall notify and keep the City informed of the responsible individual in charge of operations of the Purchaser's water system.

III. Reservations.

(11) In the event of a default in payment of a water bill by the Purchaser, the City reserves the right to require the Purchaser to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate.

(12) The City reserves the right to inspect, test and repair the water meters as required. All such repairs shall be charged to and paid by the Purchaser.

IV. Water Quality.

(13) The City shall supply the Purchaser with water of a quality commensurate with that furnished to its consumers within the City limits.

(14) The Purchaser shall receive its supply of water from the City by means of a method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(15) The Purchaser bears the responsibility for maintaining the water quality at any point beyond the control valve and within its distribution system. The City bears no degree of responsibility for the water quality at any point beyond the control valve.

(16) The Purchaser shall immediately notify the Commissioner of any emergency or condition that may affect the quality of water in either party's system.

(17) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Purchaser and to perform required tests upon due notice to the Purchaser.

V. Equipment Operation.

(18) The Purchaser shall provide and maintain all Service Mains (as hereinafter defined) and valves and bear the costs for connecting said Service Mains to and severing them from the City's water system. The Purchaser shall also pay any and all costs incurred by or on behalf of the City in connection with extending the City's water system to the point of connection with the Purchaser's water system, if such extension is for the sole purpose of supplying water to the Purchaser's water system. Each Service Main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City. This valve shall mark the limit

of the City's responsibility for maintenance of the piping system. The cost of maintaining or replacing the valve shall be the responsibility of the Purchaser. As used herein, the term "Service Main" or "Service Mains" shall mean the primary supply piping between the City's water system and the overflow tank at the Purchaser's reservoir, including the connection to the City's water system, the control valve and the meter vault.

(19) The Purchaser shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording pressures, rates of flow, reservoir levels and other required operational information.

(20) The Purchaser shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. The meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Purchaser prior to installation by the Purchaser. Plans, drawings and specifications for the equipment, piping and vault, or other protective structure must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. No substitute equipment shall be allowed without written approval of the Commissioner. The meter vault shall be located no farther than one hundred fifty (150) feet from the control valve unless the Commissioner consents to installation at a greater distance. The Purchaser shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be of a size and in a location approved by the Commissioner. The tee and valve shall be a minimum of two (2) inches pipe size. The Purchaser shall provide a one (1) inch pipe size pitometer test tap in the inlet pipe ahead of the header pipe in a location approved by the Commissioner.

(21) In the event that the Purchaser should desire to alter the meter installation, the piping configuration, the meter vault or any of the Facilities (as hereinafter defined), all drawings, plans and specifications shall be submitted to the Commissioner prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the Facilities shall include construction of new Facilities or changes or additions to existing Facilities. All drawings, plans and specifications shall include profiles showing United States Geological Survey elevations and shall be prepared by a professional engineer, licensed to practice in the State of Illinois, all equipment shall be of a manufacture and type approved by the City, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois. As used herein, the term "Facilities" shall mean the Service Mains, all reservoirs within the Purchaser's water system and all connections to other entities' outside the limits of the Purchaser's water system, including any reservoirs on such entities' water systems.

(22) The City's representatives shall regularly inspect the meters measuring the supply of water furnished and shall repair any meter or part of a meter which is known or suspected to be registering incorrectly. All such repairs shall be made by the City's representative and the Purchaser shall pay for all repairs made. The Purchaser shall be responsible for replacing any meters which have been in service for a period longer than authorized or which are defective and not capable of being repaired. All such replacements shall be at the expense of the Purchaser.

(23) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the Commissioner for the purpose of billing the Purchaser. The estimate shall be based upon the average of twelve (12) preceding readings of the meter, exclusive of incorrect readings. When less than twelve (12) correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(24) The Purchaser shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Purchaser and the entities furnished water by the Purchaser's water system as authorized by the State of Illinois, Department of Transportation Opinion and Order Number LMO 89-2, as amended from time to time, and any revisions to the allocations. All reservoirs provided by the Purchaser's water system shall be considered in meeting this requirement. The Purchaser's water system is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's water system as uniformly as possible.

VI. Rates And Discounts:

(25) Charges for water furnished to the Purchaser shall be at such rate or rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance.

(26) The Purchaser shall be entitled to a discount for prompt payment of water bills similar to that allowed to metered customers inside the City.

(27) The Purchaser shall be charged a penalty for late payment of water bills similar to that charged to metered customers inside the City.

(28) Payments to be made by the Purchaser hereunder to the City for water furnished to the Purchaser shall be solely from the revenues (the "Revenues") derived from the operation of the Purchaser's water system. The Purchaser covenants and agrees to charge such rate or rates for the furnishing of water to its customers so that the Revenues shall at all times be sufficient to pay in full all amounts due to the City from the Purchaser hereunder.

In Witness Whereof, The City has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its City Clerk, and the Purchaser has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Village President and its Corporate Seal to be hereto affixed, duly attested by its Village Clerk, all as of the date and year first above written.

City of Chicago, Illinois

Attest:

By: _____
Mayor

By: _____
City Clerk

Approved:

By: _____
Commissioner of Water

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

Village of Melrose Park, Illinois

Attest:

By: _____ [Seal]
Village Clerk

By: _____
Village President

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

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred September 10, October 28, November 5, 12, 19 and December 10, 1997, sundry proposed ordinances, substitute ordinances and order transmitted therewith to authorize the issuance of free permits, license fee exemptions and waiver of fee 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, substitute 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, substitute ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

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.

Bethel New Life, Incorporated.

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 Bethel New Life, Incorporated, 367 North Karlov Avenue, for rehabilitation of existing structure on the premises known as 3812 -- 3816 West Maypole Avenue.

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

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

Board Of Education/Smyser Elementary School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, 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 Board of Education/Smyser Elementary School for the construction of a driveway on the premises known as 4310 North Melvina Avenue.

Said building shall be used exclusively for not-for-profit and related purpose 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.

Hispanic Housing.

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 Hispanic Housing for rehabilitation of existing structure/new structure on the premises known as 2113 North Kedzie Avenue.

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

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

Providence-Saint Mel Development Corporation.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water 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 Providence-Saint Mel Development Corporation for rehabilitation of an existing structure on the premises known as 112 -- 116 South St. Louis Avenue.

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

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

The Salvation Army.
(20 South Campbell Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, 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 Salvation Army for the premises known as 20 South Campbell Avenue.

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

SECTION 2. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond December 31, 1998.

The Salvation Army.
(4800 North Marine Drive)

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 Salvation Army (for renovation project at the Emergency Lodge Head Start Program) on the premises known as 4800 North Marine Drive.

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.

Neves Electrical Contractors.
(Special Service Area Number 8 Streetscaping Plan)

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 Neves Electrical Contractors for the installation of "piggy back" light fixtures to the existing poles on North Clark Street, between West Diversey Avenue and West Barry Avenue (a phase of the Special Service Area Number 8's streetscaping plan) on the said premises known as stated above.

Said _____ shall be used exclusively for _____ and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in

accordance with plans submitted.

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

LICENSE FEE EXEMPTIONS.

Food Dispenser.

Northwestern Memorial Hospital.
(Prentice Cafeteria)

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Class I and Class II (Code 1301) Food Dispenser License fees, for the period beginning August 15, 1997 and ending August 15, 1998:

Northwestern Memorial Hospital/Prentice Cafeteria
303 East Superior Street.

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

Northwestern Memorial Hospital.
(Prentice Coffee Shop)

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Class I and Class II (Code 1301) Food Dispenser License fees, for the period beginning August 15, 1997 and ending August 15, 1998:

Northwestern Memorial Hospital/Prentice Coffee Shop
303 East Superior Street.

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

Homes.

Bethesda Home/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 home for the aged is hereby exempted from the payment of the annual Long Term Care Facility License fee (Code 1005) for the period of November 16, 1997 through November 15, 1998:

Bethesda Home/Retirement Center
2833 North Nordica Avenue.

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

Covenant Home Of Chicago.
(2720 West Foster Avenue)

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 health care center is hereby exempted from the payment of the annual Home License fee for the period of November 16, 1997 through November 15, 1998:

Covenant Home of Chicago
2720 West Foster Avenue.

SECTION 2. This ordinance shall take effect from and after its passage and due publication.

*Covenant Home Of Chicago/Anderson Pavilion.
(2721 West Winona Street)*

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 health care home is hereby exempted from the payment of the annual Home License fee for the period of November 16, 1997 through November 15, 1998:

Covenant Home of Chicago (Anderson Pavilion)
2751 West Winona Street.

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

*Illinois Masonic Medical Center/
Warren Barr Pavilion.*

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 which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from the payment of the annual Home License fee (Code 1364) for the period beginning February 16, 1998 and ending February 15, 1999:

Illinois Masonic Medical Center/
Warren Barr Pavilion
66 West Oak Street.

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

*Kagan Home Association For
The Jewish Blind.*

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 charitable institution is hereby exempted from the payment of the annual Home License fee (Code 1365) for the period of November 16, 1997 through November 15, 1998:

Kagan Home Association For The Jewish Blind
3525 West Foster Avenue.

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

Saint Joseph Home Of Chicago, Incorporated.

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 is not operated for gain but where a charge is made for the care of patients, is hereby exempted from the payment of the annual Home License fee (Code 1364) for the period of August 16, 1997 and ending August 15, 1998:

Saint Joseph Home of Chicago, Incorporated
2650 North Ridgeway Avenue.

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

Retail Food.

Athenaeum Theatre.

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

SECTION 1. Pursuant to Section 4-8-127 of the Municipal Code of Chicago, the Athenaeum Theatre, 2936 North Southport Avenue, is hereby exempted from the payment of the annual Retail Food License fees (Code 1006) for the period of February 15, 1998 through February 16, 1999.

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

The Women's Treatment Center.

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

SECTION 1. Pursuant to Section 4-8-127 of the Municipal Code of Chicago, the following treatment center, which is not operated for gain, is hereby exempted from the payment of the annual Retail Food License fee (Code 1006) for the period beginning August 16, 1997 and ending August 15, 1998:

The Women's Treatment Center
140 North Ashland Avenue.

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

WAIVER OF FEE.

*Special Event Raffle License Fee.**The National Multiple Sclerosis Society.*

Ordered, That the Director of the City Department of Revenue waive the Special Event Raffle License fee in the amount of \$100.00 for The National Multiple Sclerosis Society for their annual raffle to be conducted on the property located at 1901 West Madison Street, beginning February 21, 1998 at 8:30 A.M. and ending February 21, 1998 at 3:00 P.M.

EXEMPTION OF CHILDREN'S MEMORIAL HOSPITAL FROM
PAYMENT OF ALL CITY PERMIT AND INSPECTION FEES
FOR PERIOD ENDING DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Bernardini (43rd Ward) exempting Children's Memorial Hospital from payment of all city permit and license fees for the year 1998 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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 Children's Memorial Hospital, a not-for-profit Illinois corporation, related to erection and maintenance of various buildings at various locations within the 43rd Ward of Chicago, Illinois. (See attached Exhibit A)

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 appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respect 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. Children's Memorial Hospital, a not-for-profit Illinois corporation, located at 2300 Children's Plaza, engaged in medical, 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. Children's Memorial Hospital shall be entitled to a refund of City fees which it 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, 1998.

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

Exhibit "A".

*Children's Memorial Medical Center
Property Schedule.*

Building Use	Address
Main hospital complex and annex:	2300 Children's Plaza.
Nelie A. Black and John Deering Buildings (including tunnel connecting main hospital with Nelie A. Black Building) -- physician and nurse offices; Inpatient child psychiatry.	700 -- 712 West Fullerton Avenue. 2400 -- 2418 North Orchard Street.
Dentistry, physician offices; computer training facilities; special infectious diseases clinic.	2356 North Lincoln Avenue.
The Belden Place -- Children's Memorial Foundation; corporate planning; finance; physical services; community and government affairs; human resources.	759 West Belden Avenue.
Research building.	2430 North Halsted Street.

Ward Mitchell Building -- White Elephant
Shop (retail merchandising).

2366 -- 2380 North Lincoln
Avenue.

Parking garage.

2342 North Lincoln Avenue.

Four -- unit apartment building.

2422 North Orchard Street.

EXEMPTION OF INSTITUTE FOR PSYCHOANALYSIS
FROM PAYMENT OF ALL CITY PERMIT AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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 Institute For Psychoanalysis from payment of all city permit and license fees for the year 1998 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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 Institute For Psychoanalysis, a not-for-profit Illinois corporation, related to erection and maintenance of a building located at 122 South Michigan Avenue.

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. Institute For Psychoanalysis, a not-for-profit Illinois corporation, located at 122 South Michigan Avenue, 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. Institute For Psychoanalysis, shall be entitled to a refund of city fees which it 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, 1998.

EXEMPTION OF LOYOLA UNIVERSITY CHICAGO/WATER TOWER
CAMPUS FROM PAYMENT OF ALL CITY PERMIT AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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 Loyola University Chicago/Water Tower Campus from payment of all city permit and license fees for the year 1998 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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 Loyola University Chicago/Water Tower Campus, a not-for-profit Illinois corporation, related to erection and maintenance of a building located at 820 North Michigan Avenue.

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. Loyola University Chicago/Water Tower Campus, a not-for-profit Illinois corporation, located at 820 North Michigan Avenue, 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. Loyola University Chicago/Water Tower Campus, shall be entitled to a refund of city fees which it 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, 1998.

EXEMPTION OF LYRIC OPERA OF CHICAGO FROM
PAYMENT OF ALL CITY PERMIT AND
INSPECTION FEES FOR PERIOD
ENDING DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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 Lyric Opera of Chicago from payment of all city permit and license fees for the year 1998 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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 Lyric Opera of Chicago, a not-for-profit Illinois corporation, related to erection and maintenance of various buildings located at 20 North Wacker Drive.

Said buildings 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 buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Lyric Opera of Chicago, a not-for-profit Illinois corporation, located at 20 North Wacker Drive, 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 Lyric Opera of Chicago, shall be entitled to a refund of city fees which it 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, 1998.

EXEMPTION OF MOUNT SINAI HOSPITAL MEDICAL CENTER FROM
PAYMENT OF ALL CITY PERMIT AND INSPECTION FEES
FOR PERIOD BEGINNING FEBRUARY 16, 1998
AND ENDING FEBRUARY 15, 1999.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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 period extending February 16, 1998 to February 15, 1999 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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 Mount Sinai Hospital Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities 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. Mount Sinai Hospital Medical Center, a not-for-profit Illinois corporation, located at South California Avenue and West 15th Street, engaged in medical, 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. Mount Sinai Hospital Medical Center, shall be entitled to a refund of city fees which it 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 beginning February 16, 1998 and ending February 15, 1999.

EXEMPTION OF REHABILITATION INSTITUTE
FROM PAYMENT OF ALL CITY PERMIT AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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 from payment of all city permit and license fees for the year 1998 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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, a not-for-profit Illinois corporation, related to erection and maintenance of various buildings located at 345 East Superior Street.

Said buildings 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 buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Rehabilitation Institute, 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, shall be entitled to a refund of city fees which it 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, 1998.

EXEMPTION OF RUSH-PRESBYTERIAN-ST. LUKE'S
MEDICAL CENTER (DOING BUSINESS AS RUSH
CHILDREN'S SERVICES) FROM PAYMENT OF
ALL CITY PERMIT AND INSPECTION
FEES FOR PERIOD ENDING
DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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 Rush-Presbyterian-St. Luke's Medical Center (doing business as Rush Children's Services) from payment of all city permit and license fees for the year 1998 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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 Rush-Presbyterian-St. Luke's Medical Center, a not-for-profit Illinois corporation, also doing business as Rush Children's Services, related to erection and maintenance of buildings at various locations in Chicago, Illinois as set forth on Exhibit A, attached hereto and made a part hereof.

Said buildings 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 buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Rush-Presbyterian-St. Luke's Medical Center, a not-for-profit Illinois corporation, also doing business as Rush Children's Services, 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. Rush-Presbyterian-St. Luke's Medical Center and Rush Children's Services, shall be entitled to a refund of city fees which it 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, 1998.

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

Exhibit "A".

*Rush-Presbyterian-St. Luke's Medical Center
(Doing Business As Rush Children's Services).*

Atrium Building
1653 West Congress Parkway

Marshall Field IV Building
1720 West Harrison Street

Kellogg Pavilion
1717 West Congress Parkway

Pavilion Building
1733 West Congress Parkway

Jones Building
1753 West Congress Parkway

Murdock Building
517 South Wood Street

Annex Building
707 South Wood Street

Senn Building
1744 West Harrison Street

Rawson Building
1758 West Harrison Street

Johnston R. Bowmen Building
700 South Paulina Street

Jelke South Center Building
1742 West Harrison Street

Armour Academic Center
600 South Paulina Street

Professional Buildings I, II and III
1725 West Harrison Street

1700 West Van Buren Buildings A and B
1700 West Van Buren Street

Schweppe Sprague Hall
1743 West Harrison Street

Kidston House
630 South Hermitage Avenue

Laundry Building
4310 South Shields Avenue

Polk/Paulina Chiller Plant
738 South Paulina Street

Human Resources Building
729 South Paulina Street

Laurence Armour Day School
630 South Ashland Avenue

Parking Structure
1641 West Harrison Street

Rush Research Building
1735 West Harrison Street

EXEMPTION OF JOHN G. SHEDD AQUARIUM
FROM PAYMENT OF ALL CITY PERMIT AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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 John G. Shedd Aquarium from payment of all city permit and license fees for the year 1998 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of 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 John G. Shedd Aquarium, a not-for-profit Illinois corporation, related to erection and maintenance of various buildings located at 1200 South Lake Shore Drive, Chicago, Illinois.

Said buildings 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 buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The John G. Shedd Aquarium, a not-for-profit Illinois corporation, located at 1200 South Lake Shore Drive, 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 John G. Shedd Aquarium, shall be entitled to a refund of city fees which it 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, 1998.

AUTHORIZATION FOR WAIVER, CANCELLATION AND RELEASE OF
SPECIFIED LIENS AND FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, to which has been referred July 30, September 10 and October 1, 1997, sundry proposed ordinances transmitted therewith to authorize the waiver, cancellation and release of demolition liens and 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 substitute ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Demolition Liens.

Beatrice Caffey Youth Center.

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the

Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s), in the amount of \$8,013.00 entered against the Beatrice Caffey Youth Center, for their premises located at 215 East 50th Street (Permanent Index Number 20-10-121-008).

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

Greater Open Door Missionary Baptist Church.

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s), in the amount of \$31,202.62 entered against the Greater Open Door Missionary Baptist Church, for property located at 1300 South Kedzie Avenue and 1310 South Kedzie Avenue (Permanent Index Number 16-23-213-012, Case Number 96COTDS1356; Permanent Index Number 16-23-213-014, Case Number 96COTDS1357).

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

*South Park Baptist Church Development Plan.
(3743 South Giles Avenue)*

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s), in the amount of \$6,500.00 entered against the South Park Baptist Church Development Plan, property located at 3743 South Giles Avenue (Permanent Index Number 17-34-318-018, Chicago Case Number 87M1-405260, Document Number 91414493, lien recorded August 14, 1991).

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

South Park Baptist Church Development Plan.
(3844 -- 3846 South Dr. Martin Luther
King, Jr. Drive)

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s), in the amount of \$10,188.00 entered against the South Park Baptist Church Development Plan, for the property located at 3844 -- 3846 South Dr. Martin Luther King, Jr. Drive (Tax Identification Number 17-34-327-003, Chicago Case Number 87M1-403607, Document Number 94575549, Lien recorded July 1, 1994).

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

Vernon Missionary Baptist Church.
(6358 South Champlain Avenue)

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s) in the amount of \$5,341.00 entered against Vernon Missionary Baptist Church located at 6400 South Champlain Avenue, for the property at 6358 South Champlain Avenue (Permanent Index Number 20-22-204-041-0000).

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

Vernon Missionary Baptist Church.
(6414 And 6416 South Champlain Avenue)

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s) in the amount of \$9,331.00 entered against Vernon Missionary Baptist Church located at 6400 South Champlain Avenue, for the properties at 6414 South Champlain Avenue (Permanent Index Number 20-22-212-028) and 6416 South Champlain Avenue (Permanent Index Number 20-22-212-029).

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

Water And Sewer Lien.

Vernon Missionary Baptist Church.
(6358 South Champlain Avenue)

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s) in the amount of \$5,341.00 entered against Vernon Missionary Baptist Church located at 6400 South Champlain Avenue, for the property at 6358 South Champlain Avenue (Permanent Index Number 20-22-204-041-0000).

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

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

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

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

Name And Address	Warrant Number And Type Of Inspection	Amount
The School of the Art Institute of Chicago (various locations)	A1-702173 (Elev.)	\$ 90.00
	B1-716053 (Bldg.)	200.00
	B1-717989 (Bldg.)	180.00
	B3-704815 (Pub. Place of Assemb.)	60.00
	B3-704816 (Pub. Place of Assemb.)	60.00
	B3-704817 (Pub. Place of Assemb.)	60.00
	B3-704818 (Pub. Place of Assemb.)	60.00
	B3-704819 (Pub. Place of Assemb.)	60.00
	B3-704820 (Pub. Place of Assemb.)	60.00
	P1-704104 (Fuel Burn. Equip.)	900.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Contemporary Art Workshop 542 West Grant Place	Invoice Number 95840003769 (Sign)	\$115.00
Edgewater Hospital 5700 North Ashland Avenue	P1-704422 (Fuel Burn. Equip	45.00
Hanna Sckas Bais Yaakov High School	P1-70496 (Fuel Burn. Equip.)	175.00
Historic Pullman (various locations)	B3-703339 (Pub. Place of Assemb.)	60.00
	B3-703719 (Pub. Place of Assemb.)	60.00
	B3-703939 (Pub. Place of Assemb.)	60.00
Jewish Federation of Metropolitan Chicago 3003 West Touhy Avenue	B3-703672 (Pub. Place of Assemb.)	60.00
Menomonee Club 244 West Willow Street	B1-715393 (Bldg.)	40.00
Northwest Home for the Aged 6300 North California Avenue	Invoice Number 95840001264 (Sign)	40.00

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Name And Address	Warrant Number And Type Of Inspection	Amount
Northwest Home for the Aged 6300 North California Avenue	Invoice Number 96840001264 (Sign)	\$50.00
	Invoice Number 96840111264 (Sign)	50.00
Northwestern Memorial Hospital (various locations)	A1-702890 (Elev.)	60.00
	B1-712420 (Bldg.)	80.00
	Invoice Number RO-3239292 (Signs)	90.00
	P1-703322 (Fuel Burn. Equip.)	155.00
Northwestern University (various locations)	B1-714603 (Bldg.)	360.00
	B3-700847 (Pub. Place of Assemb.)	60.00
	D7-362167817-A (Sign)	765.00
	D7-362167817-A (Sign)	50.00
	F4-701500 (Mech. Vent.)	216.00
	F4-702051 (Mech. Vent.)	40.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	F4-702114 (Mech. Vent.)	\$ 40.00
	F4-703757 (Mech. Vent.)	272.00
	P1-701556 (Fuel Burn. Equip.)	90.00
	P1-703007 (Fuel Burn. Equip.)	45.00
	P1-704377 (Fuel Burn. Equip.)	720.00
Dr. William M. Scholl of Podiatric Medicine 1001 North Dearborn Street	P1-704491 (Fuel Burn. Equip.)	590.00
Uptown People's Music School 931 West Eastwood Avenue	A1-703118 (Elev.)	60.00

CONSIDERATION FOR INSTALLATION OF
ALLEYLIGHT AT 6618 -- 6620
NORTH FAIRFIELD AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order presented by Alderman Stone (50th Ward) authorizing the installation of an alleylight at 6618 -- 6620 North Fairfield Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight between 6618 -- 6620 North Fairfield Avenue.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY VARIOUS
ORGANIZATIONS.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three ordinances, presented by the aldermen noted, authorizing a reduction in license fees for the employment of special police by the following organizations:

Alderman Natarus (42nd Ward)

Northwestern University --
eighteen special police for 1998;

Rush-Presbyterian-St. Luke's
Medical Center -- sixty special
police for 1998;

Alderman Bernardini (43rd Ward)

DePaul University/Lincoln Park
and Loop campuses -- seventy
special police for 1998,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinances transmitted with

the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Northwestern University/Police Division.

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

SECTION 1. Pursuant to Section 4-280-050 of the Municipal Code of Chicago, the following charitable institution employs eighteen (18) special police and shall pay a fee of Ten and no/100 Dollars (\$10.00) per license for the year 1998:

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.

Rush-Presbyterian-St. Luke's Medical Center.

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

SECTION 1. Pursuant to Section 4-280-050 of the Municipal Code of Chicago, the following not-for-profit institution employs sixty (60) special police

and shall pay a fee of Ten and no/100 Dollars (\$10.00) per license for the year 1998:

Rush-Presbyterian-St.Luke's Medical Center
1753 West Congress Parkway.

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

*DePaul University/Lincoln Park And
Loop Campuses.*

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

SECTION 1. Pursuant to Section 4-340-050 of the Municipal Code of Chicago, the following educational institution employ seventy (70) special police and shall pay a fee of Ten and no/100 Dollars (\$10.00) per license for the year 1998:

DePaul University/Lincoln Park and Loop campuses.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due 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, January 14, 1998.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department

and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937

[Regular orders printed on pages 59799 through
59816 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 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 Number 100.9112.937:

[Third party orders printed on pages 59817 through
59820 of this Journal.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/97	152.38
ACHILLY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/22/97	262.80
ADAMS	POLICE OFFICER	RECRUIT TRAINING	9/01/97	221.83
ADAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/09/97	302.51
AKERSON	POLICE OFFICER	ELEVENTH DISTRICT	7/16/97	550.00
ALAGNA	POLICE OFFICER	NINTH DISTRICT	9/14/97	212.50
ALANIS	POLICE OFFICER	TWELFTH DISTRICT	9/16/97	202.00
ALBARRAN	POLICE OFFICER	FOURTEENTH DISTRICT	9/30/97	835.00
ALDAY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/30/97	1230.14
ALEXANDER	POLICE OFFICER	FIFTEENTH DISTRICT	8/05/97	14178.17
ALI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/26/96	132.00
ALVARADO	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/97	335.06
ALVAREZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	79.82
AMBROSE	POLICE OFFICER	THIRD DISTRICT	8/13/97	180.00
AMEZQUITA	POLICE OFFICER	THIRTEENTH DISTRICT	11/15/96	38.00
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	9/01/97	310.80
ANDERSON-HELD	POLICE OFFICER	NINETEENTH DISTRICT	1/27/96	158.00
ANDRAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/19/97	514.00
ANGUIANO	POLICE OFFICER	TWELFTH DISTRICT	9/30/97	396.50
ARENS	POLICE OFFICER	FIFTEENTH DISTRICT	12/08/96	6562.74
ARGENBRIGHT	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	9/11/97	179.02
ARNOLD	POLICE OFFICER	SECOND DISTRICT	9/18/97	170.00
ARNOLD	POLICE OFFICER	FOURTH DISTRICT	9/06/97	177.00
ASHBURY	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	4/08/97	1688.50
ATKINS	POLICE OFFICER	SEVENTH DISTRICT	8/01/96	7252.48
ATKINSON	POLICE OFFICER	THIRD DISTRICT	9/16/97	277.50
BAHR	POLICE OFFICER	MARINE UNIT	7/19/97	1469.95
BAILEY	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/27/97	467.50
BAKER	POLICE OFFICER	THIRD DISTRICT	7/29/97	507.40
BALDWIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/17/97	5.00
BANASZKIEWICZ	POLICE OFFICER	TWELFTH DISTRICT	8/08/97	100.80
BANKS	POLICE OFFICER	FOURTH DISTRICT	9/30/97	773.84
BARANOWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	8/03/97	144.20
BARBER	POLICE OFFICER	SIXTH DISTRICT	4/20/97	482.40
BARBER	POLICE OFFICER	RECRUIT TRAINING	10/01/97	154.00
BARNES	POLICE OFFICER	TWELFTH DISTRICT	1/26/97	682.50
BARNES	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/30/97	256.00
BARNES	POLICE OFFICER	RECRUIT TRAINING	7/16/97	44143.96
BARNES-RHODES	POLICE OFFICER	RECRUIT TRAINING	7/29/97	686.00
BARON	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/29/97	118.80
BATTAGLIA	POLICE OFFICER	EIGHTH DISTRICT	11/27/96	118.80
BAUMANN	POLICE OFFICER	TWENTIETH DISTRICT	9/12/97	481.80
BEACH	POLICE OFFICER	RECRUIT TRAINING	12/10/96	689.72
BEAM	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/08/96	400.00
BEAMON	POLICE OFFICER	SEVENTEENTH DISTRICT	9/06/97	588.80
BECCAR	POLICE OFFICER	UNKNOWN	10/29/97	542.00
BEDIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/12/97	366.30
BEILKE	POLICE OFFICER	SEVENTH DISTRICT	9/03/97	196.00
BELCASTRO	POLICE OFFICER	NINTH DISTRICT	5/30/96	100.00
	POLICE OFFICER	EIGHTEENTH DISTRICT	9/04/97	568.63

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
BELL	RAYMOND A	POLICE OFFICER	SEVENTEENTH DISTRICT	9/13/97	160.30
BELL	TARA A	POLICE OFFICER	SECOND DISTRICT	9/16/97	954.74
BELLA	JEFFREY R	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/20/97	527.50
BENNETT	VIRGINIA	POLICE OFFICER	SEVENTH DISTRICT	7/19/97	1237.10
BENNETT	VIRGINIA	POLICE OFFICER	EIGHTH DISTRICT	10/26/97	518.00
BERETA	WALTER S	POLICE OFFICER	SEVENTH DISTRICT	3/16/97	190.00
BERNICHIO	MICHAEL J	POLICE OFFICER	THIRD DISTRICT	10/06/97	53.00
BERRY	JOE E	POLICE OFFICER	THIRD DISTRICT	12/02/96	337.00
BERRY	JOE E	POLICE OFFICER	THIRD DISTRICT	10/21/97	243.00
BERTI	MICHAEL J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/20/97	142.80
BLACKLEDGE	REGINA	POLICE OFFICER	SECOND DISTRICT	9/02/97	231.63
BLAKE	RONALD G	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/97	53.00
BLANDEN	JAMES L	POLICE OFFICER	SIXTH DISTRICT	8/19/97	250.00
BLEVINS-MOLLOY	DEBORAH	POLICE OFFICER	SECOND DISTRICT	8/25/97	1630.99
BOHAN	CECILA	POLICE OFFICER	SEVENTH DISTRICT	8/23/97	571.50
BOND	CHARLES A	POLICE OFFICER	FOURTEENTH DISTRICT	9/23/97	1502.73
BONIFAZI	RAFAEL	POLICE OFFICER	NINETEENTH DISTRICT	8/05/97	31.00
BOSS-DIXON	THERESE	POLICE OFFICER	FOURTH DISTRICT	4/29/97	14.00
BOTICH	JOHN JR	POLICE OFFICER	FOURTH DISTRICT	8/01/97	2186.64
BOUIE	TOMMY D	POLICE OFFICER	THIRD DISTRICT	9/13/97	287.00
BOWENS-WYATT-WHITE	MICHELLE	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/21/97	127.00
BOYCE	THOMAS R	POLICE OFFICER	SIXTEENTH DISTRICT	6/23/97	625.60
BOYD	JACQUE	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	12/27/94	6942.05
BOZIC-TADIC	SANDRA	POLICE OFFICER	TWENTIETH DISTRICT	8/07/97	103.16
BOZINOVICH	ROBERT	POLICE OFFICER	NINTH DISTRICT	12/06/96	1151.50
BRADLEY	JUANITA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/02/97	1221.08
BRADY	LYNETTE	POLICE OFFICER	SEVENTH DISTRICT	10/02/97	25.00
BRANDENBURGER	CLYDE S	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/29/97	90.00
BRAUN	JAMES F	POLICE OFFICER	SEVENTH DISTRICT	10/07/97	25.00
BRAUN	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	10/18/97	56.00
BREIMON	GERALD C	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/27/97	3993.45
BRENNER	GAYLE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93	150.00
BRIGGS	RUSSELL C	POLICE OFFICER	ELEVENTH DISTRICT	7/08/97	135.25
BRONSKI	RAYMOND	POLICE OFFICER	EIGHTH DISTRICT	3/16/97	2996.30
BROWN	DAVID K	POLICE OFFICER	THIRD DISTRICT	6/24/97	27.00
BROWN	DAVID S	POLICE OFFICER	SECOND DISTRICT	10/20/97	450.00
BROWN	HAROLD J	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	1/06/97	6177.44
BROWN	KERRY	POLICE OFFICER	SEVENTEENTH DISTRICT	8/08/97	1129.95
BROWN	ORLANDO	POLICE OFFICER	SIXTH DISTRICT	7/24/97	118.69
BROWN	SUZAN	POLICE OFFICER	THIRD DISTRICT	10/16/91	1049.09
BRYA	JOHN M	POLICE OFFICER	MOUNTED UNIT	4/28/95	110.00
BUENROSTRO	MARCUS L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/09/97	85.00
BULT	SHANNON	POLICE OFFICER	FIFTH DISTRICT	9/21/97	269.00
BURDINE	DORICE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	12/03/96	223.00
BURKE	JOHN J	POLICE OFFICER	EIGHTH DISTRICT	8/12/97	876.75
BURNETTE	MICHAEL S	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/13/97	630.00
BURSONI	ERNEST	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/23/97	1027.00
BURTON	PEGGY C	POLICE OFFICER	SECOND DISTRICT	4/18/97	216.00
BUTLER	DARWIN	POLICE OFFICER	SEVENTH DISTRICT	4/17/97	590.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CAIN	POLICE OFFICER	FIFTEENTH DISTRICT	9/07/97	141.00
GILBERTO	POLICE OFFICER	NINTH DISTRICT	7/19/97	48.00
CALDWELL	POLICE OFFICER	SECOND DISTRICT	9/27/97	167.29
CAND	POLICE OFFICER	FIFTH DISTRICT	9/02/97	129.50
CANTRELL	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/16/97	24.00
CAPETILLO	POLICE OFFICER	FOURTEENTH DISTRICT	9/22/97	170.25
CARRILLO	POLICE OFFICER	FOURTH DISTRICT	9/16/97	352.00
CARROLL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/26/97	119.43
CASSIDY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/14/97	645.40
CASTRO	POLICE OFFICER	FOURTEENTH DISTRICT	8/31/97	1404.00
CATALANO	POLICE OFFICER	SEVENTEENTH DISTRICT	9/19/97	85.00
CELANO	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/28/93	100.00
CERRY	POLICE OFFICER	SECOND DISTRICT	9/12/97	236.52
CHESTER	POLICE OFFICER	THIRD DISTRICT	8/31/97	48.00
CHISHOLM	POLICE OFFICER	FIFTEENTH DISTRICT	9/28/97	253.00
CIKULIN	POLICE OFFICER	FIFTH DISTRICT	9/10/97	694.34
CLARK	POLICE OFFICER	SIXTH DISTRICT	4/20/97	454.40
CLEAVES	POLICE OFFICER	RECRUIT TRAINING	9/04/97	150.00
CLEMONS	POLICE OFFICER	SIXTH DISTRICT	9/04/97	1467.19
CLEVELAND	POLICE OFFICER	THIRD DISTRICT	2/01/97	403.50
CLINKSCALE	POLICE OFFICER	FOURTH DISTRICT	6/26/96	4352.23
COADY	POLICE OFFICER	EIGHTEENTH DISTRICT	7/31/97	252.00
COBB	POLICE OFFICER	SIXTH DISTRICT	8/08/97	191.69
COLEMAN	POLICE OFFICER	FIFTEENTH DISTRICT	8/02/97	331.00
COLEMAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	2/25/97	1838.23
COLLINS-WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	9/09/97	383.00
CONWAY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/28/97	76.00
COOL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/19/97	100.00
COOPER	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/29/97	665.00
COSENTINO	POLICE OFFICER	NINTH DISTRICT	9/27/97	784.25
COSTELLO	POLICE OFFICER	FIFTEENTH DISTRICT	7/05/97	70.00
COULTER	POLICE OFFICER	THIRD DISTRICT	3/20/96	1901.20
CRAIN	POLICE OFFICER	ELEVENTH DISTRICT	6/29/97	829.29
CRAWFORD	POLICE OFFICER	ELEVENTH DISTRICT	9/08/96	791.00
CREEL	POLICE OFFICER	ELEVENTH DISTRICT	7/23/97	14.00
CRUZ	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/97	60.00
CULLINAN	POLICE OFFICER	SIXTH DISTRICT	9/23/97	93.10
CURRY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/97	264.80
CWYNAR	POLICE OFFICER	NINETEENTH DISTRICT	4/16/97	769.73
DALUGA	POLICE OFFICER	SIXTH DISTRICT	9/06/97	1658.24
DAVID	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/97	253.00
DAVIS	POLICE OFFICER	SECOND DISTRICT	9/24/97	257.00
DAVIS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/07/97	596.05
DEARTH	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/08/97	394.56
DEFALCO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/20/97	202.30
DEMARS	POLICE OFFICER	BOMB AND ARSON SECTION	8/24/95	742.00
DESANDO	POLICE OFFICER	NINTH DISTRICT	3/28/97	134.00
DETWYLER	POLICE OFFICER	TRAINING DIVISION	6/18/97	1184.40
DEYOUNG	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/96	1256.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DIAZ	POLICE OFFICER	FOURTEENTH DISTRICT	9/16/97	470.31
DIMALANTA	POLICE OFFICER	RECRUIT TRAINING	5/05/97	1241.78
DISTEL	POLICE OFFICER	BOMB AND ARSON SECTION	7/11/97	913.40
DIXIONE	POLICE OFFICER	FIRST DISTRICT	12/01/94	346.00
DIXON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/25/97	326.71
DOBEK	POLICE OFFICER	ELEVENTH DISTRICT	5/23/97	25.00
DODSON	POLICE OFFICER	SIXTH DISTRICT	4/23/97	21.94
DOHERTY	POLICE OFFICER	SECOND DISTRICT	7/02/97	42.70
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	591.75
DONOHUE	POLICE OFFICER	FIELD INQUIRY SECTION	9/10/97	109.39
DORNAN-HANNUS	POLICE OFFICER	NINTH DISTRICT	9/20/97	555.37
DORSCH	POLICE OFFICER	RECRUIT TRAINING	9/09/97	455.80
DORSEY	POLICE OFFICER	FIFTH DISTRICT	5/13/96	488.00
DOWNS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/19/97	138.25
DRAKULICH	POLICE OFFICER	EIGHTEENTH DISTRICT	9/28/97	28.00
DREFS	POLICE OFFICER	TWELFTH DISTRICT	9/27/97	624.00
DUNEM	POLICE OFFICER	THIRD DISTRICT	7/16/97	75.00
DZIWULSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/04/97	262.01
EFANTIS	POLICE OFFICER	FIRST DISTRICT	6/29/95	15161.71
EIGENBAUER	POLICE OFFICER	TWELFTH DISTRICT	2/24/90	6445.90
ENGLEHARDT	POLICE OFFICER	EIGHTH DISTRICT	9/04/97	172.50
ESCHBACH	POLICE OFFICER	FOURTEENTH DISTRICT	9/28/95	235.00
ESPINOZA	POLICE OFFICER	ELEVENTH DISTRICT	9/04/97	1999.20
ESTRADA	POLICE OFFICER	TENTH DISTRICT	9/21/97	96.00
EVERETTE	POLICE OFFICER	TWELFTH DISTRICT	5/19/97	5163.38
FALLON	POLICE OFFICER	SECOND DISTRICT	10/11/95	425.00
FARMER	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	7/24/97	444.50
FARRELL	POLICE OFFICER	SIXTH DISTRICT	8/13/97	205.00
FIELDS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/97	193.00
FIGUEROA	POLICE OFFICER	SIXTH DISTRICT	8/08/97	440.00
FINE	POLICE OFFICER	THIRTEENTH DISTRICT	2/23/97	280.70
FISH	POLICE OFFICER	ELEVENTH DISTRICT	9/26/97	1334.00
FLEISCHACKER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/09/97	770.30
FLETCHER	POLICE OFFICER	FIFTEENTH DISTRICT	9/17/97	506.00
FLISK	POLICE OFFICER	SEVENTH DISTRICT	6/06/97	234.00
FLORES	POLICE OFFICER	FOURTH DISTRICT	8/17/97	57.50
FOLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	8/15/97	52.50
FOLEY	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	3/21/90	262.00
FOLEY	POLICE OFFICER	SEVENTH DISTRICT	9/10/97	101.47
FOLEY-JOHNSON	POLICE OFFICER	SEVENTEENTH DISTRICT	10/20/96	414.00
FORMELLER	POLICE OFFICER	TWELFTH DISTRICT	8/10/97	217.20
FORST	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/15/97	1590.50
FOSS	POLICE OFFICER	FIRST DISTRICT	5/25/97	200.00
FOSTER	POLICE OFFICER	ELEVENTH DISTRICT	8/08/97	376.80
FOSTER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/25/97	43.00
FRANCO-DELRASO	POLICE OFFICER	EIGHTEENTH DISTRICT	3/31/97	118.00
FRANK	POLICE OFFICER	THIRTEENTH DISTRICT	9/27/97	508.25
	POLICE OFFICER	TWELFTH DISTRICT	4/08/97	1185.76
	POLICE OFFICER	FIFTH DISTRICT	12/03/88	215.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FRANKS	POLICE OFFICER	SEVENTH DISTRICT	8/21/97	197.00
FRENEY	POLICE OFFICER	FIFTEENTH DISTRICT	8/04/97	298.20
FRIGO	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/88	307.00
FROMEL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/30/97	261.00
FRON	POLICE OFFICER	SEVENTH DISTRICT	1/12/97	2473.25
FRYE	POLICE OFFICER	SIXTH DISTRICT	10/28/96	150.00
FULLMAN	POLICE OFFICER	SECOND DISTRICT	5/24/97	150.00
FUNCHION	POLICE OFFICER	THIRD DISTRICT	7/03/97	5150.14
GAINER	POLICE OFFICER	NINTH DISTRICT	4/03/97	526.00
GALBRETH	POLICE OFFICER	MOUNTED UNIT	4/28/97	183.00
GALLARDO	POLICE OFFICER	ELEVENTH DISTRICT	5/01/97	167.88
GALLARDO	POLICE OFFICER	SIXTEENTH DISTRICT	8/16/97	200.00
GALVAN	POLICE OFFICER	FIFTH DISTRICT	2/23/97	50.00
GANNON	POLICE OFFICER	SEVENTH DISTRICT	8/01/97	670.74
GARCIA	POLICE OFFICER	EIGHTH DISTRICT	8/14/97	57.50
GARCIA	POLICE OFFICER	THIRTEENTH DISTRICT	9/28/97	966.00
GARCIA	POLICE OFFICER	RECRUIT TRAINING	8/18/97	187.00
GARZA	POLICE OFFICER	TENTH DISTRICT	1/17/97	3414.00
GAWLIK	POLICE OFFICER	SEVENTH DISTRICT	6/08/84	196.00
GAYTAN	POLICE OFFICER	RECRUIT TRAINING	9/28/97	528.60
GEORGE	POLICE OFFICER	SEVENTH DISTRICT	9/19/97	78.00
GIBBS	POLICE OFFICER	SIXTH DISTRICT	8/26/97	250.00
GILLOTT	POLICE OFFICER	YOUTH DIVISION AREA TWO	9/04/97	643.00
GLEASON	POLICE OFFICER	THIRD DISTRICT	7/18/96	619.84
GLYNN-JOHNSON	POLICE OFFICER	TWELFTH DISTRICT	6/12/95	302.80
GODBOLD	POLICE OFFICER	FOURTH DISTRICT	8/25/97	192.00
GOGGIN	POLICE OFFICER	NINETEENTH DISTRICT	7/26/97	1749.88
GOLINSKI	POLICE OFFICER	CENTRAL DETENTION SECTION	1/02/96	383.77
GONZALES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/11/97	755.33
GORSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	9/20/97	168.00
GOTAY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/11/97	1634.52
GRANT	POLICE OFFICER	FOURTH DISTRICT	9/16/97	1111.60
GREEN	POLICE OFFICER	TWENTIETH DISTRICT	8/17/97	519.80
GREENWOOD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/10/97	252.67
GREGOIRE	POLICE OFFICER	FIFTEENTH DISTRICT	8/21/97	309.00
GREGOIRE	POLICE OFFICER	SECOND DISTRICT	8/29/97	345.02
GREGOIRE	POLICE OFFICER	SIXTH DISTRICT	8/08/97	357.80
GROSS	POLICE OFFICER	THIRD DISTRICT	8/20/96	390.85
GRZEMSKI	POLICE OFFICER	RECRUIT TRAINING	9/08/96	200.42
GUERRA	POLICE OFFICER	SECOND DISTRICT	9/07/97	240.00
GUINEY	POLICE OFFICER	SIXTH DISTRICT	8/20/97	582.42
GUSTAFSON	POLICE OFFICER	SEVENTH DISTRICT	9/08/97	199.00
GUZMAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/24/97	98.00
GYRION	POLICE OFFICER	TENTH DISTRICT	9/04/97	105.00
HACKETT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/04/97	259.80
HADDON	POLICE OFFICER	TWELFTH DISTRICT	10/16/95	299.00
	POLICE OFFICER	NARCOTICS SECTION	8/19/97	204.39
	POLICE OFFICER	FOURTH DISTRICT	8/01/97	185.17
	POLICE OFFICER	FOURTH DISTRICT	9/01/97	1160.00

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HAGE	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	12/02/94	554.50
HAGEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/08/97	415.92
HAMILL	POLICE OFFICER	TRAINING DIVISION	8/19/97	2390.75
HAMMOND	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/08/97	1350.79
HAMPTON	POLICE OFFICER	FIFTH DISTRICT	8/03/95	100.00
HANIACEK	POLICE OFFICER	FIFTEENTH DISTRICT	3/07/97	276.00
HANNAH	POLICE OFFICER	TWENTIETH DISTRICT	8/12/97	138.00
HANSEN	POLICE OFFICER	TWENTIETH DISTRICT	8/25/97	233.60
HARB	POLICE OFFICER	TENTH DISTRICT	9/04/97	194.80
HARPER	POLICE OFFICER	THIRD DISTRICT	9/26/97	96.00
HARRIS	POLICE OFFICER	SIXTH DISTRICT	4/28/97	1220.00
HARRIS	POLICE OFFICER	SECOND DISTRICT	6/28/97	305.00
HARRIS	POLICE OFFICER	ELEVENTH DISTRICT	9/14/97	497.81
HARRIS	POLICE OFFICER	ELEVENTH DISTRICT	7/09/97	154.00
HATTULA	POLICE OFFICER	NINETEENTH DISTRICT	12/18/96	33.00
HAWKINS	POLICE OFFICER	TENTH DISTRICT	3/30/97	292.00
HEALY	POLICE OFFICER	TWENTIETH DISTRICT	9/17/97	482.20
HEARD	POLICE OFFICER	THIRD DISTRICT	8/21/97	937.50
HEENAN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/05/95	66.00
HEIKKILA	POLICE OFFICER	CENTRAL DETENTION SECTION	9/15/97	1491.00
HENDERSON	POLICE OFFICER	THIRD DISTRICT	8/22/97	884.00
HENDRICKSON	POLICE OFFICER	FOURTH DISTRICT	9/15/97	270.00
HENNIS	POLICE OFFICER	GANG CRIME SECTION	6/10/97	73.00
HENRY-PHELPS	POLICE OFFICER	UNKNOWN	3/18/97	1723.00
HERMANN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/14/97	447.10
HERNANDEZ-REY	POLICE OFFICER	FOURTEENTH DISTRICT	9/10/97	1094.80
HERRERA	POLICE OFFICER	NARCOTICS SECTION	6/13/96	260.40
HERRING	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	1238.65
HERRON-BLAKELY	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/96	41.00
HERSHMAN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/27/97	125.68
HITNEY	POLICE OFFICER	NINTH DISTRICT	9/03/97	133.50
HOER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/19/97	186.00
HOLMES	POLICE OFFICER	FOURTH DISTRICT	8/04/97	205.97
HONESTY	POLICE OFFICER	THIRD DISTRICT	9/17/96	380.00
HOOKER	POLICE OFFICER	FOURTH DISTRICT	8/01/97	160.00
HORTON	POLICE OFFICER	SEVENTH DISTRICT	6/14/97	50.00
HOWARD	POLICE OFFICER	SECOND DISTRICT	7/07/96	192.00
HOWARD	POLICE OFFICER	SIXTH DISTRICT	8/20/97	127.00
HOWARD	POLICE OFFICER	SIXTH DISTRICT	9/06/97	154.00
HOWELL	POLICE OFFICER	THIRD DISTRICT	10/12/96	570.00
HOWELL	POLICE OFFICER	THIRD DISTRICT	2/16/97	3985.64
HUERTA	POLICE OFFICER	FIRST DISTRICT	8/04/97	221.00
HURT	POLICE OFFICER	SECOND DISTRICT	8/01/97	289.79
INSALACO	POLICE OFFICER	EIGHTH DISTRICT	9/30/97	301.90
ITHAL	POLICE OFFICER	SEVENTH DISTRICT	8/19/97	131.00
JA	POLICE OFFICER	ELEVENTH DISTRICT	7/01/97	388.42
JABLONSKI	POLICE OFFICER	FIRST DISTRICT	3/21/97	1471.20
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	3694.64
JACKSON	POLICE OFFICER	THIRD DISTRICT	9/10/94	545.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JANCEVICH	POLICE OFFICER	TENTH DISTRICT	8/30/97	1482.70
JASTRZEBSKI-GUALIZZA	POLICE OFFICER	ELEVENTH DISTRICT	6/17/96	10686.94
JEFFERIES	POLICE OFFICER	EIGHTEENTH DISTRICT	7/14/97	1108.00
JENNINGS	POLICE OFFICER	FIFTEENTH DISTRICT	8/26/97	1860.44
JOHNSON	POLICE OFFICER	SECOND DISTRICT	9/21/97	550.00
JOHNSON	POLICE OFFICER	SECOND DISTRICT	11/18/96	295.00
JOHNSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/11/97	306.39
JOHNSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/23/97	97.00
JOHNSON	POLICE OFFICER	SIXTEENTH DISTRICT	12/12/95	431.25
JOHNSON	POLICE OFFICER	BOMB AND ARSON SECTION	3/03/97	659.50
JOHNSON	POLICE OFFICER	TWELFTH DISTRICT	8/22/97	578.00
JOHNSON	POLICE OFFICER	RECRUIT TRAINING	9/08/97	4957.49
JOHNSON-SHELBY	POLICE OFFICER	SIXTH DISTRICT	8/25/97	11977.42
JONES	POLICE OFFICER	SECOND DISTRICT	8/30/97	207.50
JONES	POLICE OFFICER	SEVENTH DISTRICT	10/07/96	75.20
JONES	POLICE OFFICER	EIGHTEENTH DISTRICT	8/11/95	893.00
JOZEFOWICZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/26/96	847.40
JURCZYKOWSKI	POLICE OFFICER	NINETEENTH DISTRICT	6/03/97	74.00
JUREK	POLICE OFFICER	FOURTEENTH DISTRICT	8/11/97	105.00
KACHKA	POLICE OFFICER	THIRTEENTH DISTRICT	6/13/97	1625.60
KANDL	POLICE OFFICER	SEVENTEENTH DISTRICT	8/30/97	215.00
KARADJIAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/95	108.00
KASPRZYK-KEIRSE	POLICE OFFICER	MOUNTED UNIT	7/22/97	202.25
KAZIMIERSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/97	505.40
KEATING-VITTORINI	POLICE OFFICER	NARCOTICS SECTION	6/16/96	358.40
KENNEDY	POLICE OFFICER	TENTH DISTRICT	6/19/97	15.00
KEYES	POLICE OFFICER	SIXTH DISTRICT	6/11/97	98.00
KINNEY	POLICE OFFICER	FIFTH DISTRICT	5/29/97	2318.10
KINZIE	POLICE OFFICER	RECRUIT TRAINING	5/10/97	75.00
KINZIE	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/23/97	22.00
KIRBY	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	8/04/97	430.04
KIRK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/11/97	265.50
KIRKILAS	POLICE OFFICER	EIGHTH DISTRICT	8/21/97	270.00
KLUPS	POLICE OFFICER	NINTH DISTRICT	8/07/97	377.50
KOCH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/16/97	2689.00
KODAT	POLICE OFFICER	FOURTH DISTRICT	3/12/97	1426.36
KOMAN	POLICE OFFICER	RECRUIT TRAINING	1/08/97	2054.00
KOSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/23/97	100.00
KOSTECKI	POLICE OFFICER	NINETEENTH DISTRICT	6/03/97	97.00
KOZARITZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/01/97	181.40
KRAFT	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/08/94	47.00
KRAUSE	POLICE OFFICER	CRIME LAB DIVISION	2/16/91	462.00
KRISS	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/22/97	69.50
KRIV	POLICE OFFICER	FIFTEENTH DISTRICT	9/24/97	836.40
KRUEGER	POLICE OFFICER	NINTH DISTRICT	9/01/97	913.30
KURAMOTO	POLICE OFFICER	SEVENTH DISTRICT	8/09/97	155.90
KURTH	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/08/97	288.40
KWIATKOWSKI	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/06/96	2905.00
		FIFTH DISTRICT	4/20/97	140.00

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LABERN	POLICE OFFICER	FIFTEENTH DISTRICT	8/08/97	658.10
LABIAK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/15/97	48.00
LAMB	POLICE OFFICER	EIGHTH DISTRICT	9/13/97	926.07
LANDL	POLICE OFFICER	THIRTEENTH DISTRICT	3/13/97	22.00
LAPPE	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	120.00
LARA	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/04/96	185.00
LAU	POLICE OFFICER	NARCOTICS SECTION	3/06/96	7601.27
LAUFER	POLICE OFFICER	FIFTEENTH DISTRICT	9/13/97	701.71
LAWRENCE	POLICE OFFICER	TWELFTH DISTRICT	5/17/96	5972.80
LAYNE	POLICE OFFICER	FIFTH DISTRICT	7/01/97	714.55
LEAHY	POLICE OFFICER	NINETEENTH DISTRICT	7/11/97	34.30
LEE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	12/04/95	48.00
LESNER	POLICE OFFICER	PUBLIC HOUSING UNIT--SOUTH	9/17/97	841.94
LETOURNEAU	POLICE OFFICER	NINETEENTH DISTRICT	8/07/97	98.65
LEVI	POLICE OFFICER	SPECIAL FUNCTIONS GROUP	6/12/97	270.00
LEWIS	POLICE OFFICER	THIRD DISTRICT	4/27/97	101.99
LIEDERMAN	POLICE OFFICER	PUBLIC HOUSING UNIT--NORTH	12/21/94	646.10
LOEFFLER	POLICE OFFICER	SIXTEENTH DISTRICT	5/17/97	218.44
LOHRMAN	POLICE OFFICER	EIGHTH DISTRICT	7/09/97	803.73
LONG	POLICE OFFICER	SECOND DISTRICT	9/10/97	425.40
LOONEY	POLICE OFFICER	SEVENTEENTH DISTRICT	8/12/97	444.13
LOPEZ	POLICE OFFICER	FIFTH DISTRICT	2/20/97	149.80
LORENC	POLICE OFFICER	TENTH DISTRICT	4/20/97	512.00
LOVE	POLICE OFFICER	SIXTEENTH DISTRICT	9/16/97	1429.80
LOWERY	POLICE OFFICER	ELEVENTH DISTRICT	4/27/96	301.75
LUPO	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/01/97	96.60
LUTZOW	POLICE OFFICER	RECRUIT TRAINING	9/15/97	219.80
MACHAIN	POLICE OFFICER	FIFTEENTH DISTRICT	9/09/97	214.00
MACKERT	POLICE OFFICER	SIXTH DISTRICT	9/14/97	3552.20
MAKOWSKI	POLICE OFFICER	FOURTEENTH DISTRICT	7/28/97	221.00
MALINOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	9/23/97	416.70
MANCINI	POLICE OFFICER	TWELFTH DISTRICT	9/15/97	981.31
MANDEL	POLICE OFFICER	FOURTH DISTRICT	9/16/97	1247.20
MANN-FREELS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/06/97	466.40
MARCIAL	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/16/97	2949.54
MARSHALL	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/11/96	1296.00
MARTIN	POLICE OFFICER	TWENTIETH DISTRICT	8/08/97	53.00
MARTINEZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/13/97	294.70
MATHESON	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/17/97	1125.50
MATHIS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/14/97	579.40
MATLOCK	POLICE OFFICER	TWENTIETH DISTRICT	9/16/97	710.50
MAZIARKA	POLICE OFFICER	TENTH DISTRICT	6/10/97	187.56
MAZZANTI	POLICE OFFICER	SEVENTH DISTRICT	1/27/97	115.00
MCCLORY	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/24/97	193.45
MCDERMOTT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/22/95	109.00
MCELDRATH	POLICE OFFICER	FIFTEENTH DISTRICT	8/11/97	264.80
	POLICE OFFICER	FOURTEENTH DISTRICT	8/23/97	603.62
	POLICE OFFICER	SIXTH DISTRICT	8/08/97	1642.84
	POLICE OFFICER		12/10/96	2369.00

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MCGANN	POLICE OFFICER	SEVENTEENTH DISTRICT	9/29/97	83.20
MCGARRY	POLICE OFFICER	AUTO THEFT SECTION	5/21/97	253.50
MCCEE	POLICE OFFICER	NINTH DISTRICT	6/21/96	504.00
MCQUIRE	POLICE OFFICER	NINTH DISTRICT	8/25/97	735.70
MCCLAIN	POLICE OFFICER	THIRTEENTH DISTRICT	8/21/97	2129.75
MCULLIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/19/97	3267.99
MCURRAY	POLICE OFFICER	FOURTEENTH DISTRICT	9/20/97	487.20
MCNAMARA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/16/97	692.79
MCNAMEE	POLICE OFFICER	TWELFTH DISTRICT	7/30/97	810.00
MEADOR	POLICE OFFICER	MARINE UNIT	9/09/97	436.20
MELCHIORI	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/25/97	493.38
MELONE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/06/97	70.00
MELZACKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/21/97	1033.25
MENDEZ	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/97	31.50
MENDOZA	POLICE OFFICER	TWELFTH DISTRICT	8/30/97	2688.30
MENDRALA	POLICE OFFICER	EIGHTH DISTRICT	8/06/97	225.16
MESECK	POLICE OFFICER	SEVENTH DISTRICT	8/09/97	338.95
MESSINA	POLICE OFFICER	FOURTEENTH DISTRICT	7/18/96	8482.94
MEYER	POLICE OFFICER	RECRUIT TRAINING	9/24/97	864.26
MICELI	POLICE OFFICER	ELEVENTH DISTRICT	8/21/97	53.20
MICHAELS	POLICE OFFICER	FIRST DISTRICT	11/28/96	116.60
MIEDZIANOWSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/12/92	354.80
MILLER	POLICE OFFICER	FOURTH DISTRICT	8/06/97	152.92
MILLER	POLICE OFFICER	TWELFTH DISTRICT	9/02/97	441.80
MILOT	POLICE OFFICER	SECOND DISTRICT	8/12/97	310.20
MINELLA	POLICE OFFICER	TRAINING DIVISION	9/26/97	119.00
MINOGUE	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/97	278.60
MITCHELL	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/01/97	439.50
MITCHELL	POLICE OFFICER	SEVENTH DISTRICT	3/24/97	1367.00
MIUCIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/06/97	70.00
MOLDA	POLICE OFFICER	TWELFTH DISTRICT	8/20/97	149.50
MONTOYA	POLICE OFFICER	SECOND DISTRICT	10/26/96	4672.00
MOORE	POLICE OFFICER	THIRD DISTRICT	8/27/97	341.00
MOORE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/07/97	57.00
MORALES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/12/97	71.00
MORAVEC	POLICE OFFICER	ELEVENTH DISTRICT	8/15/97	195.00
MORENO	POLICE OFFICER	TENTH DISTRICT	9/16/97	984.81
MORGAN	POLICE OFFICER	FIRST DISTRICT	8/07/97	291.00
MORLEY	POLICE OFFICER	FIRST DISTRICT	9/20/97	103.16
MORRIS	POLICE OFFICER	SECOND DISTRICT	8/01/97	279.00
MORRIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/24/97	50.40
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/96	4484.18
MUNIZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/23/97	9151.74
MUNYON	POLICE OFFICER	FIFTEENTH DISTRICT	8/10/97	255.00
MURPHY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/20/97	93.00
MURPHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/06/97	840.41
MURPHY	POLICE OFFICER	NARCOTICS SECTION	5/29/97	240.75
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	8/09/97	1139.95
MURZYK	POLICE OFFICER	NINTH DISTRICT	9/15/97	290.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NAITO	POLICE OFFICER	TWENTIETH DISTRICT	1/29/97	28.00
NAKUTIS	POLICE OFFICER	EIGHTH DISTRICT	10/13/96	418.00
NAUDEN	POLICE OFFICER	SEVENTH DISTRICT	4/13/97	97.00
NEGA	POLICE OFFICER	FOURTEENTH DISTRICT	9/01/97	678.40
NICHOLS	POLICE OFFICER	SIXTH DISTRICT	8/26/97	357.60
NIELSON	POLICE OFFICER	SEVENTH DISTRICT	8/06/97	57.50
NIGRO	POLICE OFFICER	THIRTEENTH DISTRICT	5/24/97	100.00
NIMOCKS	POLICE OFFICER	SIXTH DISTRICT	8/09/97	218.04
NIX	POLICE OFFICER	SEVENTH DISTRICT	3/15/97	92.00
NORBERG	POLICE OFFICER	SEVENTH DISTRICT	3/24/97	45.60
NOWAK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/22/97	32.00
NOWAK-FOLEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/10/97	110.00
OBBOYLE	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/86	100.00
OBRECKI	POLICE OFFICER	FIFTEENTH DISTRICT	8/28/97	92.50
OBRIEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/30/97	264.80
OCONEILL	POLICE OFFICER	TWENTIETH DISTRICT	11/04/96	71.00
ODONNELL	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/29/97	786.00
OKELLY	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	4/05/97	2952.31
OLIVA	POLICE OFFICER	NINETEENTH DISTRICT	8/13/97	1063.27
OLIVER	POLICE OFFICER	TENTH DISTRICT	8/03/97	449.00
O'REILLY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/97	9094.40
O'REILLY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/08/97	427.75
ORICK	POLICE OFFICER	FIRST DISTRICT	10/31/96	1032.80
ORTIZ	POLICE OFFICER	FIRST DISTRICT	6/19/97	890.00
ORTIZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/10/96	10965.20
PALOMINO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/28/95	65.00
PANENOFF	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/19/97	616.80
PARISI	POLICE OFFICER	FOURTH DISTRICT	8/23/97	834.61
PARKER	POLICE OFFICER	TWENTIETH DISTRICT	8/18/97	277.90
PARKER	POLICE OFFICER	TWELFTH DISTRICT	11/06/95	66.00
PARTYKA	POLICE OFFICER	FIFTH DISTRICT	8/05/97	3277.49
PASZOWSKI	POLICE OFFICER	FIFTEENTH DISTRICT	8/31/97	2628.20
PEREZ-SORIA	POLICE OFFICER	SEVENTEENTH DISTRICT	1/23/97	956.30
PERKINS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/25/97	416.89
PEROSTIANIS	POLICE OFFICER	EIGHTH DISTRICT	6/06/97	173.00
PETERSEN	POLICE OFFICER	FOURTEENTH DISTRICT	8/18/97	3635.00
PICKETT	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/26/97	188.00
PIERCE	POLICE OFFICER	FIFTEENTH DISTRICT	9/13/97	160.00
PIKULA	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/22/95	246.00
PIKULA	POLICE OFFICER	FIFTEENTH DISTRICT	6/16/97	637.00
PODGORNY	POLICE OFFICER	SEVENTH DISTRICT	9/02/97	184.40
POLOCK	POLICE OFFICER	SEVENTH DISTRICT	2/04/95	101.00
POPE	POLICE OFFICER	EIGHTH DISTRICT	8/20/96	161.00
PORADZISZ	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	8/23/97	263.13
POREBSKI	POLICE OFFICER	FIRST DISTRICT	6/04/93	125.00
PORTER	POLICE OFFICER	FOURTH DISTRICT	3/17/97	1012.80
	POLICE OFFICER	TENTH DISTRICT	6/14/95	894.00
	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/97	5611.86
	POLICE OFFICER	FIFTH DISTRICT	9/15/97	322.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
POTONAK	ARLENE M	POLICE OFFICER	9/09/97	313.70
PROCTOR	WILLIAM	POLICE OFFICER	9/05/97	690.00
PURNELL	HAROLD	POLICE OFFICER	5/27/97	117.00
GUALLS	MICHAEL D	POLICE OFFICER	9/24/97	886.00
GUINN	GLADYS	POLICE OFFICER	9/30/97	532.00
GUINN	PATRICK	POLICE OFFICER	4/03/97	1677.00
GUINN	THOMAS A	POLICE OFFICER	8/26/97	164.90
GUINN	WILLIAM F	POLICE OFFICER	8/19/97	83.50
RADTKE	DIANE	POLICE OFFICER	7/26/97	640.00
RAMIREZ	JOSEPH	POLICE OFFICER	9/12/97	300.00
RAMON	PETER A	POLICE OFFICER	9/21/97	929.13
RAMOS	DAVID	POLICE OFFICER	1/25/97	26.00
RAMOS	DAVID	POLICE OFFICER	7/24/97	1763.26
RANDLE	TONEY	POLICE OFFICER	9/20/97	342.50
RANIERI	ROBERT A	POLICE OFFICER	8/13/97	235.27
RANKEIN	STEPHEN P	POLICE OFFICER	9/17/97	737.00
RAYMOND	MARSHALL	POLICE OFFICER	9/10/97	1228.02
REDD	DEANDRE	POLICE OFFICER	7/23/97	225.00
REED III	EDDIE	POLICE OFFICER	9/10/97	962.66
RELLINGER	SHAWN A	POLICE OFFICER	8/21/97	515.40
RENAULT-WOERNER	JANINE	POLICE OFFICER	8/30/97	4427.40
REYES	STEPHEN G	POLICE OFFICER	8/10/97	424.90
RICHLIK	BRUCE V	POLICE OFFICER	12/16/96	668.25
RIESS	LINDA J	POLICE OFFICER	5/30/94	179.00
RIGAN	KEITH	POLICE OFFICER	9/14/97	204.99
RILEY	THERESE M	POLICE OFFICER	8/11/97	152.50
ROBINSON	HERMAN	POLICE OFFICER	9/04/97	100.00
ROBINSON	PASQUELL D	POLICE OFFICER	9/12/97	83.12
ROBINSON	RONALD	POLICE OFFICER	8/15/97	459.30
ROBINSON	SAMMIE L	POLICE OFFICER	12/23/96	100.00
ROBINSON	SHEILA	POLICE OFFICER	9/12/97	238.40
ROBINSON	WILLIA	POLICE OFFICER	11/20/95	256.50
RODRIGUEZ	PEDRO	POLICE OFFICER	8/08/97	113.00
RODRIGUEZ	RAUL	POLICE OFFICER	7/12/97	300.11
ROLDAN-GALVEZ	CHARLETTE S	POLICE OFFICER	4/25/97	10195.73
ROLEWICZ	CATHERINE M	POLICE OFFICER	8/04/97	103.75
ROSNER	JOSEPH G	POLICE OFFICER	3/11/97	75.00
ROSS	DARNELL	POLICE OFFICER	10/19/96	250.00
ROULETTE	MARSHALL B	POLICE OFFICER	7/14/96	55.00
ROULETTE	MARSHALL B	POLICE OFFICER	8/24/97	4976.42
ROUNDS	DEBRA	POLICE OFFICER	8/04/97	109.50
ROWAN	RICHARD J	POLICE OFFICER	8/11/97	521.50
RUCK	WILLIAM K	POLICE OFFICER	8/27/97	434.80
RUDDOLPH	GREGORY	POLICE OFFICER	7/11/97	2794.48
RUNYAN	JACK	POLICE OFFICER	4/18/85	7642.58
RUSSELL	MICHAEL	POLICE OFFICER	1/23/97	201.00
RYAN	BERNARD	POLICE OFFICER	12/30/96	686.54
RYAN	LAWRENCE G	POLICE OFFICER	5/14/97	108.00
RYCRAW	CHERYL L	POLICE OFFICER	4/27/95	154.00

VOUCHER TOTAL

DATE INJURED

***** UNIT OF ASSIGNMENT *****

***** EMPLOYEE NAME *****

***** RANK *****

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SADLER	POLICE OFFICER	EIGHTH DISTRICT	8/14/97	279.60
SADOWSKY	POLICE OFFICER	TENTH DISTRICT	9/07/97	665.25
SAEZ	POLICE OFFICER	THIRTEENTH DISTRICT	9/25/97	2950.95
SAKALAS	POLICE OFFICER	NINTH DISTRICT	2/02/97	16.00
SAKURAI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/13/97	593.00
SALAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/31/97	94.24
SALINAS	POLICE OFFICER	ELEVENTH DISTRICT	9/10/97	270.63
SALVATORE	POLICE OFFICER	EIGHTH DISTRICT	6/18/94	100.00
SANDERS	POLICE OFFICER	SECOND DISTRICT	5/24/97	1184.40
SANGIRARDI	POLICE OFFICER	FIRST DISTRICT	11/18/78	53.00
SAPPANOS	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	9/08/97	1687.90
SARLO	POLICE OFFICER	EIGHTEENTH DISTRICT	8/09/97	335.79
SARTIN	POLICE OFFICER	SECOND DISTRICT	11/07/96	356.90
SCAPARDINE	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	6/10/97	3033.50
SCHAFER	POLICE OFFICER	MOUNTED UNIT	9/16/97	85.44
SCHERER	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/08/97	215.00
SCHERER	POLICE OFFICER	FIFTEENTH DISTRICT	7/10/97	34.00
SCHILLACI	POLICE OFFICER	NINTH DISTRICT	4/04/97	617.25
SCHMITT	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	54403.76
SCHMITZ	POLICE OFFICER	TWELFTH DISTRICT	12/26/96	187.60
SCHULER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/18/97	246.65
SCHWAB	POLICE OFFICER	TWELFTH DISTRICT	3/12/97	2770.91
SCOTT	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/13/97	1413.20
SEHR	POLICE OFFICER	MARINE UNIT	9/05/95	358.50
SERPE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/13/97	335.90
SEVIER	POLICE OFFICER	SEVENTEENTH DISTRICT	6/28/97	911.72
SHANNON	POLICE OFFICER	FIFTH DISTRICT	12/23/96	350.00
SHANNON	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/97	443.60
SHERESNY	POLICE OFFICER	SIXTEENTH DISTRICT	1/30/97	3138.00
SHERWOOD	POLICE OFFICER	SEVENTH DISTRICT	7/08/95	90.00
SIGNORETTI	POLICE OFFICER	FOURTEENTH DISTRICT	8/31/97	97.56
SILVA	POLICE OFFICER	SEVENTH DISTRICT	8/23/97	680.82
SIMMONS	POLICE OFFICER	SECOND DISTRICT	5/17/97	1725.94
SIMON	POLICE OFFICER	ELEVENTH DISTRICT	9/14/97	304.31
SIMONETTI	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/23/97	434.24
SIMPSON	POLICE OFFICER	FIFTH DISTRICT	8/09/97	2464.90
SINGLETON	POLICE OFFICER	SEVENTH DISTRICT	8/29/97	235.70
SKIPPER	POLICE OFFICER	TWENTIETH DISTRICT	7/09/97	134.40
SKROCH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/29/97	736.75
SLAUGHTER JR	POLICE OFFICER	SIXTH DISTRICT	4/19/96	2586.00
SLOWINSKI	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/97	685.00
SMART	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/15/97	81.00
SMITH	POLICE OFFICER	THIRD DISTRICT	8/22/97	1422.01
SMITH	POLICE OFFICER	FOURTH DISTRICT	5/24/94	669.00
SMITH	POLICE OFFICER	EIGHTEENTH DISTRICT	8/23/97	130.10
SMITH	POLICE OFFICER	SIXTH DISTRICT	4/20/97	331.20
SMITH	POLICE OFFICER	FIFTEENTH DISTRICT	9/05/97	814.60
SMITH-YOUNG	POLICE OFFICER	SIXTH DISTRICT	7/30/97	361.96
SNEED	POLICE OFFICER	SEVENTH DISTRICT	8/02/97	1064.04

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SNELLING	POLICE OFFICER	SIXTH DISTRICT	9/01/97	113.00
SOIL	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	6/09/97	1404.50
SOSNOWSKI	POLICE OFFICER	TENTH DISTRICT	6/22/93	1169.00
SOTO	POLICE OFFICER	TENTH DISTRICT	4/02/97	3880.58
SPAARGAREN	POLICE OFFICER	SEVENTH DISTRICT	8/10/97	594.97
SPAARGAREN	POLICE OFFICER	SEVENTH DISTRICT	9/23/97	429.89
SPENCER	POLICE OFFICER	ELEVENTH DISTRICT	9/23/97	1116.07
SPEROS-NERE	POLICE OFFICER	AUTO THEFT SECTION	9/22/97	349.64
SPIEGEL	POLICE OFFICER	EIGHTH DISTRICT	9/18/97	10843.79
STACHON	POLICE OFFICER	FOURTEENTH DISTRICT	6/26/97	48.00
STAGGERS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/27/97	181.45
STAPLES	POLICE OFFICER	FIRST DISTRICT	9/12/97	100.00
STEPHANY	POLICE OFFICER	NINTH DISTRICT	8/28/97	184.87
STEWART	POLICE OFFICER	ELEVENTH DISTRICT	8/13/97	434.26
STEWART-DYESS	POLICE OFFICER	SEVENTH DISTRICT	8/23/97	761.77
STOKES	POLICE OFFICER	TWELFTH DISTRICT	7/27/96	3888.84
STORK	POLICE OFFICER	EIGHTH DISTRICT	8/03/97	343.87
STORTO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/01/97	381.32
STRANSKI	POLICE OFFICER	RECRUIT TRAINING	8/08/97	697.41
STRAUSS	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/97	201.00
STUART	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/97	994.40
SULEIMAN	POLICE OFFICER	FIFTEENTH DISTRICT	8/11/97	3196.85
SULEIMAN	POLICE OFFICER	FIFTEENTH DISTRICT	8/19/97	1600.00
SULLINS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/30/97	695.80
SUMMERS	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	2/20/97	702.50
SWEENEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/15/96	100.00
SZARZYNSKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/05/97	625.00
TANDY	POLICE OFFICER	SEVENTH DISTRICT	7/24/97	53.00
TAYLOR	POLICE OFFICER	RECRUIT TRAINING	7/28/97	1680.30
TEDESCHI	POLICE OFFICER	NINETEENTH DISTRICT	8/02/97	600.50
TENEYVQUE	POLICE OFFICER	EIGHTEENTH DISTRICT	9/17/96	3114.66
TERESI	POLICE OFFICER	TWENTIETH DISTRICT	5/28/97	410.90
THOPEN	POLICE OFFICER	RECRUIT TRAINING	8/06/97	490.13
THOMPSON	POLICE OFFICER	FOURTEENTH DISTRICT	8/01/97	247.00
TIENERY	POLICE OFFICER	SIXTH DISTRICT	5/20/97	5537.48
TILLERY	POLICE OFFICER	SEVENTH DISTRICT	2/29/96	334.06
TINERELLA	POLICE OFFICER	RECRUIT TRAINING	7/16/97	3495.20
TOMASIK	POLICE OFFICER	SIXTH DISTRICT	8/02/97	1772.96
TONDRYK	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/97	166.00
TONER	POLICE OFFICER	SIXTH DISTRICT	3/16/97	471.00
TORRES	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	9/12/97	215.00
TREVINO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/02/97	508.82
TRIPOLI	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/03/97	6670.86
TUPES	POLICE OFFICER	YOUTH DIVISION AREA FIVE	8/03/97	393.52
TYLER	POLICE OFFICER	RECRUIT TRAINING	9/09/97	973.00
VALDEZ	POLICE OFFICER	FOURTH DISTRICT	9/23/97	76.00
VALENZANO	POLICE OFFICER	NARCOTICS SECTION	10/05/94	102.00
	POLICE OFFICER	FOURTH DISTRICT	9/19/96	3356.00
	POLICE OFFICER	SEVENTEENTH DISTRICT	2/22/97	29.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VANHOVE	THOMAS	POLICE OFFICER	9/26/97	1767.17
VANREPOTTE	FILBERT A	POLICE OFFICER	9/26/97	270.90
VANVEGTEN	ANDRE H	POLICE OFFICER	1/08/97	22238.03
VELAZQUEZ	HIPOLITO	POLICE OFFICER	7/19/97	94.01
VISOR	ROY	POLICE OFFICER	8/22/97	399.35
VONDRAK-O'LEARY	RYA	POLICE OFFICER	7/30/97	30.80
VOSNOS	ROBERT J	POLICE OFFICER	8/07/97	808.53
WAKEFIELD	KENNETH L	POLICE OFFICER	9/13/97	1195.77
WALKER	COREY L	POLICE OFFICER	8/06/97	304.42
WALKER	KENNETH C	POLICE OFFICER	6/15/97	2295.61
WALKER	STACEY	POLICE OFFICER	9/22/97	1272.14
WALKER	VICTORIA	POLICE OFFICER	4/11/97	210.00
WATERS	KEVIN	POLICE OFFICER	9/23/97	164.11
WEATHERSPOON	WESLEY	POLICE OFFICER	8/18/97	194.72
WEITZMAN	JOSHUA C	POLICE OFFICER	9/25/97	514.30
WESSEL	KENNETH L	POLICE OFFICER	8/02/97	1123.31
WEYFORTH	JAMES S	POLICE OFFICER	9/07/97	219.00
WHARRY	GWEN	POLICE OFFICER	3/08/97	179.20
WHITE	CLARK	POLICE OFFICER	6/24/97	445.25
WIELGUS	ROBERTA M	POLICE OFFICER	4/29/97	125.00
WIGGINS	PATRICIA	POLICE OFFICER	8/04/97	124.33
WILEY	STEVEN	POLICE OFFICER	9/29/97	187.94
WILLIAMS	CYNTHIA	POLICE OFFICER	8/18/97	365.02
WILLIAMS	RAPUNZEL A	POLICE OFFICER	6/03/97	353.49
WILLIAMS	SELLERS	POLICE OFFICER	9/14/97	2202.88
WILLIAMSON	GREGORY	POLICE OFFICER	9/07/97	250.00
WILSON	GRETIA	POLICE OFFICER	9/04/97	2070.96
WOODS	ROBERT	POLICE OFFICER	9/08/97	3687.63
WORD	HOSEA	POLICE OFFICER	8/28/97	320.60
WRIGHT-KRYGOWSKI	TAMMI L	POLICE OFFICER	8/29/97	96.00
YARBROUGH-MILOVICH	CANDACE	POLICE OFFICER	3/11/97	370.50
YURISICH	DONALD	POLICE OFFICER	9/10/96	427.00
ZACHARIAS	ROGER	POLICE OFFICER	9/19/97	16.25
ZAGLIFA	FRANCES J	POLICE OFFICER	9/04/97	203.00
ZAJAC	VINCE V	POLICE OFFICER	7/22/97	64.00
ZALEWSKI	JOHN	POLICE OFFICER	8/08/97	29.90
ZAMBRAND	LUIS	POLICE OFFICER	9/27/97	762.63
ZAPATA	PEDRO	POLICE OFFICER	6/30/97	4170.71
ZAPATA	PEDRO	POLICE OFFICER	12/30/96	881.00
ZAWADA	RICHARD A	POLICE OFFICER	9/19/97	417.64
ZEBRAUSKAS	ROBERT W	POLICE OFFICER	7/04/96	150.00
ZELIG	DAVID J	POLICE OFFICER	7/31/97	19.28
ZIELINSKI	JEROME J	POLICE OFFICER	2/08/91	66.00
ALBERT	SANDRA B	PARAMEDIC	2/26/96	325.85
ALTMAN	JAMES	FIREFIGHTER	10/15/97	203.85
BAILEY	GEORGE	TRUCK 52	10/19/97	951.50
BARBASZ	GREGORY	ENGINE COMPANY 102	9/12/97	171.00
BARRENTOS	PETER	AMBULANCE 44		
BATIZ	ALBERT	AMBULANCE 33		

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BEARD	PARAMEDIC	AMBULANCE 23	12/05/96	1586.95
BEAUREGARD	LIEUTENANT	ENGINE COMPANY 118	8/05/97	1626.00
BLUSTAIN	FIREFIGHTER	ENGINE COMPANY 55	9/22/97	152.60
BOLLIN	FIREFIGHTER	TRUCK 29	8/03/97	577.00
BORK	ENGINEER	SQUAD 3	11/30/96	102.00
BOUBEL	FIREFIGHTER	ENGINE COMPANY 65	9/12/97	201.90
BOWMAN	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	1/18/97	3855.87
BOYLE	LIEUTENANT	ENGINE COMPANY 91	10/21/96	773.00
BRADADO	FIREFIGHTER	TRUCK 58	7/29/97	2348.77
BRENN	FIREFIGHTER	TRUCK 4	9/05/97	438.06
BROENNEKE	FIREFIGHTER	SQUAD 1	9/21/97	285.60
BROWN	FIREFIGHTER	TRUCK 40	7/13/97	814.40
BUCKLEY	LIEUTENANT	ENGINE COMPANY 5	10/06/97	3483.93
BUGAJ-MOELLER	PARAMEDIC	AMBULANCE 32	9/17/96	348.80
BURKE	FIREFIGHTER	ENGINE COMPANY 86	12/02/93	195.00
BURNS	FIREFIGHTER	UNKNOWN	8/01/97	14.00
CALKINS	FIREFIGHTER	TRUCK 11	10/04/97	321.75
CASEY	FIREFIGHTER	TRUCK 29	9/22/97	270.90
CHANDLER	FIREFIGHTER	TRUCK 42	5/30/97	53.00
CLARK	PARAMEDIC	UNKNOWN	3/29/97	189.00
COLLINS	FIREFIGHTER	ENGINE COMPANY 115	12/04/96	48.00
CONWAY	FIREFIGHTER	TRUCK 38	8/17/97	43.40
COSTANZA	FIREFIGHTER	ENGINE COMPANY 7	2/03/97	2644.00
CREED	PARAMEDIC	AMBULANCE 6	8/06/97	2824.25
CRUZ	FIREFIGHTER	ENGINE COMPANY 8	8/03/97	24.00
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 45	9/03/96	1508.00
CURTIN	PARAMEDIC	AMBULANCE 38	8/16/97	604.60
DALTON	FIREFIGHTER	SQUAD 6	9/13/97	50.00
DALTON	PARAMEDIC	TRUCK 55	9/03/97	903.60
DATZ	FIREFIGHTER	TRUCK 28	9/16/97	32.00
DAVILA	PARAMEDIC	UNKNOWN	9/02/97	261.28
DAVILA	PARAMEDIC	UNKNOWN	6/26/97	572.85
DESILVA-KING-LOZDOSKI	PARAMEDIC	UNKNOWN	12/18/96	419.60
DESILVA-KING-LOZDOSKI	PARAMEDIC	RESEARCH & PLANNING	10/25/97	699.10
DIETZ	LIEUTENANT	DISTRICT RELIEF 1	7/30/97	769.00
DONEGAN	FIREFIGHTER	ENGINE COMPANY 82	5/31/97	6276.29
DOUCET	PARAMEDIC	AMBULANCE 44	9/30/97	1476.06
DOWLING	FIREFIGHTER	ENGINE COMPANY 65	11/14/96	2748.20
DRISH	LIEUTENANT	TRUCK 29	7/29/97	36.00
DWYER	LIEUTENANT	ENGINE COMPANY 32	8/28/97	667.25
EDINBURG	FIREFIGHTER	TRUCK 11	2/28/97	66.00
EISON	FIREFIGHTER	ENGINE COMPANY 113	10/03/96	68.25
ELLIS	PARAMEDIC	AMBULANCE 17	8/11/97	411.40
ERBAN	PARAMEDIC	AMBULANCE 7	10/14/97	548.80
FELLOWS	ENGINEER	ENGINE COMPANY 61	4/16/97	1915.00
FLYNN	PARAMEDIC	AMBULANCE 33	9/20/97	19.89
FREDERICK	FIREFIGHTER	TRUCK 21	10/29/97	184.97
FRICKS	PARAMEDIC	AMBULANCE 29	4/21/97	384.07
GAIETTO	FIREFIGHTER	TRUCK 14	9/17/97	288.40

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GARDLEY	MAMIE	PARAMEDIC	12/08/91	792.32
GAUGHAN	MARTIN G	FIREFIGHTER	8/17/97	50.00
GIBLIN	CATHERINE	PARAMEDIC	9/03/97	411.60
GIBSON	DOMINIC	FIREFIGHTER	10/16/97	803.90
GILLESPIE	PATRICK	ENGINEER	9/21/97	373.64
GOLDSMITH	DREWONE	FIREFIGHTER	12/12/95	80.50
GONZALEZ	ROBERT	FIREFIGHTER	8/16/97	276.90
GOODMAN	PAUL	PARAMEDIC	9/29/97	2082.59
GORDON	GARY	FIREFIGHTER	9/03/97	517.30
GRASSMUCK	SHARISSE	PARAMEDIC	7/30/97	612.50
GRAY	WILBERT	FIREFIGHTER	11/04/96	470.00
GREEN-BENDER	KATHERIN	PARAMEDIC	8/14/97	119.00
GRENE	PAUL	PARAMEDIC	9/13/97	386.20
GUBALA	RICHARD F	PARAMEDIC	4/07/97	996.00
GUNTIA	MICHAEL	FIREFIGHTER	8/03/97	4591.16
GUTIERREZ	BERNADETTE	PARAMEDIC	7/29/97	1717.50
HAMPTON	RONALD	FIREFIGHTER	9/15/97	583.53
HAWKINS	THOMAS	LIEUTENANT	4/16/96	132.72
HAYNES	SHUN T	FIREFIGHTER	7/13/97	919.98
HEETER	JOHN T	FIREFIGHTER	1/03/97	3968.75
HERBERG	RUSSELL	PARAMEDIC	10/09/97	466.25
HERNANDEZ	JUAN C	PARAMEDIC	7/18/97	46.00
HOOKE	MICHAEL	LIEUTENANT	7/13/88	11889.96
HORIST	MICHAEL	FIREFIGHTER	9/02/97	177.31
HOSEK	BENEDICT J	FIREFIGHTER	8/20/97	599.20
IBATA	RICHARD A	FIREFIGHTER	7/17/97	670.12
JACKSON	JESSE	FIREFIGHTER	6/26/97	3497.13
JOHN	JAMES R	FIREFIGHTER	2/08/97	114.00
JOHNSON	DARRYL	FIREFIGHTER	4/15/97	4023.85
JOHNSON	MICHAEL R	PARAMEDIC	9/08/94	143.00
JOYCE	PATRICK	FIREFIGHTER	10/11/97	407.38
KEITH	DENNIS	FIREFIGHTER	10/19/97	150.19
KENNEDY	JOHN	FIREFIGHTER	8/18/97	1164.46
KEYS	GLEN E	FIREFIGHTER	9/18/97	615.00
KREY	RICHARD J	FIREFIGHTER	9/04/97	259.80
KURCZEK	JOHN	FIREFIGHTER	2/23/97	622.00
LARAMORE-HEARD	KIMBERLY J	PARAMEDIC	9/06/97	228.90
LELO	RONALD	PARAMEDIC	10/27/96	718.00
LESLER-RUSSELL	PAMELA	PARAMEDIC	1/28/97	1213.50
LEVIN	RICHARD	PARAMEDIC	1/24/94	78.40
LIRA	CHARLES	LIEUTENANT	10/08/97	2059.35
LOPER	DAVID	POLICE OFFICER	6/21/96	330.00
LUKASZEWICZ	THOMAS F	FIREFIGHTER	9/20/97	194.89
MAHER	THOMAS	FIREFIGHTER	1/08/93	235.00
MATRASKO	KENNETH	FIREFIGHTER	11/05/96	49.00
MCCLUNG	EDWARD	LIEUTENANT	11/23/90	93.00
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	6/14/97	969.32
MCCURRIE-ZOUBEK	MARY	PARAMEDIC	9/10/97	225.37
MCLEROY	DAVID B	FIREFIGHTER	8/18/97	177.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCGRATH DENNIS J	FIREFIGHTER	ENGINE COMPANY 100	6/09/97	4120.23
MCNEILL PATRICIA G	PARAMEDIC	AMBULANCE 23	6/17/97	3252.37
MCSWEENEY JAMES	PARAMEDIC	AMBULANCE 27	8/24/97	110.00
MCVADY JAMES	LIEUTENANT	ENGINE COMPANY 129	8/18/97	627.00
MEHALEK JOHN	ENGINEER	ENGINE COMPANY 54	8/08/90	1294.40
MENDEZ GUSTAVO D	FIREFIGHTER	ENGINE COMPANY 23	7/04/97	652.20
MINASOLA THOMAS	FIREFIGHTER	SQUAD 4	9/27/97	305.90
MULLI FRANK	PARAMEDIC	AMBULANCE 16	7/20/93	90.00
MOLITOR RICHARD J	FIREFIGHTER	ENGINE COMPANY 23	9/08/97	88.00
MULCRONE MICHAEL A	FIREFIGHTER	TRUCK 14	7/30/97	18.00
MUSA JOHNNY	PARAMEDIC	AMBULANCE 11	7/22/97	53.00
NISIVACO MICHAEL	FIREFIGHTER	ENGINE COMPANY 54	9/16/97	787.96
OBRIEN KEVIN	FIREFIGHTER	TRUCK 16	9/13/97	6078.32
OLEARY TIMOTHY	PARAMEDIC	UNKNOWN	9/20/97	177.50
OSULLIVAN BRIAN	FIREFIGHTER	ENGINE COMPANY 117	7/01/97	380.16
PANEK-KRAVITZ CINDY	PARAMEDIC	UNKNOWN	9/27/97	728.70
PARKER BRUCE	FIREFIGHTER	ENGINE COMPANY 77	9/12/97	171.00
PARKS MARY J	PARAMEDIC	AMBULANCE 33	2/12/96	233.00
PENTEK ROBERT	FIREFIGHTER	ENGINE COMPANY 98	9/19/95	46.40
PEYRONET ERNEST	FIREFIGHTER	ENGINE COMPANY 73	2/19/97	198.75
PHALIN PAUL	PARAMEDIC	AMBULANCE 26	9/10/97	3313.39
PIERUCCINI PETER	FIREFIGHTER	TRUCK 47	6/07/97	191.50
PITTS ARLENCY	FIREFIGHTER	TRUCK 5	9/04/89	133.20
PLUTA JOHN	PARAMEDIC	AMBULANCE 35	8/28/97	103.60
POLANCO JOSEPH	PARAMEDIC	REPAIR SHOP	4/21/96	327.00
RAIA MATTHEW	FIREFIGHTER	UNKNOWN	5/26/97	79.00
REESE BRIAN	PARAMEDIC	ENGINE COMPANY 43	8/31/97	154.00
REYES RAUL	FIREFIGHTER	TRUCK 33	7/28/97	450.00
RIVERA ERNESTO	FIREFIGHTER	AMBULANCE 15	6/08/94	443.05
ROBINSON JOYCE	PARAMEDIC	AMBULANCE 37	5/24/97	156.60
RODRIGUEZ CYNTHIA	FIREFIGHTER	ENGINE COMPANY 29	5/18/97	163.00
ROLSTON HARRY	LIEUTENANT	ENGINE COMPANY 56	8/03/97	249.20
RUCINSKI WALTER	CAPTAIN	ENGINE COMPANY 98	9/03/97	3043.00
SANTIAGO JOSE A	FIREFIGHTER	ENGINE COMPANY 123	5/06/97	24.00
SCAPARDINE CHRISTOPHER	FIREFIGHTER	ENGINE COMPANY 19	7/14/97	154.00
SCHEUNEMAN JOHN	FIREFIGHTER	ENGINE COMPANY 29	7/23/97	29.00
SERRITOS DAVID	LIEUTENANT	FIRE PREVENTION	9/17/97	290.50
SIMMONS DONALD	PARAMEDIC	AMBULANCE 33	9/13/97	2043.00
SIPUSICH MICHAEL J	PARAMEDIC	AMBULANCE 45	1/30/89	48.00
SMITH RICHARD	PARAMEDIC	BATTALION 22	7/26/97	18.00
SOBCZAK PAUL	FIREFIGHTER	TRUCK 30	8/18/97	109.39
STACK STEVEN T	PARAMEDIC	UNKNOWN	10/30/97	154.47
STARR TIMOTHY	CAPTAIN	UNKNOWN	4/30/97	181.00
STEWART PHILIP J	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	14161.55
STRUBBE JESSIE F	PARAMEDIC	AMBULANCE 38	9/14/97	316.50
STRUBBE PAUL A	FIREFIGHTER	ENGINE COMPANY 34	8/30/97	905.44
SULLIVAN LEE	FIREFIGHTER	TRUCK 51	7/08/97	231.00
SUTHERLAND DAVID	PARAMEDIC	AMBULANCE 35	11/30/94	1169.23

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TAYLOR	FIREFIGHTER	TRUCK 26	7/02/96	73.29
TAYLOR KENNETH W	FIREFIGHTER	ENGINE COMPANY 120	5/18/97	2244.00
TAYLOR ROBERT D	PARAMEDIC	UNKNOWN	9/21/97	274.70
TEBBENS	FIREFIGHTER	TRUCK 11	8/29/97	287.00
TEUFEL LINDA	PARAMEDIC	UNKNOWN	7/28/97	3881.00
THOMAS ALPHONSO D	FIREFIGHTER	TRUCK 42	9/11/97	227.87
THOMAS JAMES	LIEUTENANT	TRUCK 62	8/01/97	423.00
TREZEK WILLIAM	FIREFIGHTER	SQUAD 5	9/02/97	147.50
URBANSKI LEONARD	FIREFIGHTER	SQUAD 2	9/27/97	247.62
URGUHART KENNETH	FIREFIGHTER	TRUCK 57	5/29/97	72.00
WILDER LARRY	LIEUTENANT	ENGINE COMPANY 93	5/17/95	842.75
WILFERT KENNETH	PARAMEDIC	UNKNOWN	12/23/89	95.00
WILSON RODNEY	FIREFIGHTER	ENGINE COMPANY 122	7/31/95	2750.90
WOODS MARLON	FIREFIGHTER	ENGINE COMPANY 113	9/10/97	1880.75
YORK JAMES	CAPTAIN	AMBULANCE 46	7/28/97	163.08

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	POLICE OFFICER	SIXTEENTH DISTRICT	3/25/96	70.00
ALDRIDGE	POLICE OFFICER	FIFTH-DISTRICT	9/17/97	811.75
ANGELOPOULOS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/01/97	400.40
ARDITO	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/21/97	74.00
AYERS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/94	11191.14
BANASZKIEWICZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/93	60.00
BANKS	POLICE OFFICER	FIFTEENTH DISTRICT	9/30/97	850.54
BARTMAN	POLICE OFFICER	EIGHTH DISTRICT	8/22/97	1139.00
BEAL	POLICE OFFICER	NARCOTICS SECTION	10/15/97	332.00
BEAM	POLICE OFFICER	SEVENTEENTH DISTRICT	7/20/97	188.09
BECHAR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/01/97	492.20
BELLA	POLICE OFFICER	NINETEENTH DISTRICT	9/20/97	265.37
BENIGNO	POLICE OFFICER	TENTH DISTRICT	12/31/95	2013.30
BERGADON	POLICE OFFICER	FOURTEENTH DISTRICT	9/01/97	3098.65
BERNARD	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/10/97	1348.59
BERRY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/15/97	378.00
BIGGANE	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/01/97	433.00
BLACKBURN	POLICE OFFICER	FIFTH DISTRICT	12/13/96	440.40
BLUNT	POLICE OFFICER	SIXTH DISTRICT	8/01/97	1030.00
BONGIORNO	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	9/09/97	333.00
BRADLEY	POLICE OFFICER	THIRD DISTRICT	9/10/97	527.08
BRZANA	POLICE OFFICER	SEVENTH DISTRICT	9/06/97	180.59
BUZZELLI	POLICE OFFICER	ELEVENTH DISTRICT	2/02/97	65.00
CACERES	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/97	110.00
CELLA	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	9/29/97	3852.50
CHISHOLM	POLICE OFFICER	FIFTEENTH DISTRICT	4/13/96	810.00
CLEMONS	POLICE OFFICER	SIXTH DISTRICT	11/28/96	98.00
COCKRUM	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/18/96	577.50
COLE-WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	1/19/97	48.00
COURTNEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/18/97	576.00
CROWLEY	POLICE OFFICER	THIRTEENTH DISTRICT	9/13/97	100.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	1798.00
DAVILA	POLICE OFFICER	SEVENTH DISTRICT	3/30/97	1330.00
DAVY	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/97	1517.40
DEJESUS	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/97	615.30
DEJESUS	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/95	70.00
DELLORTO	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/10/97	1074.00
DOIG	POLICE OFFICER	FOURTH DISTRICT	1/16/97	2552.68
DONALY	POLICE OFFICER	FIFTEENTH DISTRICT	9/30/97	489.24
DONATELLO	POLICE OFFICER	TWELFTH DISTRICT	12/29/95	119.00
DOUGAN	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/97	70.00
DUFFY	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/29/97	209.10
ECHEVARRIA	POLICE OFFICER	EIGHTH DISTRICT	2/02/97	814.00
EDWARDS	POLICE OFFICER	FIFTH DISTRICT	7/04/94	290.00
ESCOBEDO	POLICE OFFICER	TENTH DISTRICT	9/15/97	206.00
ESPINOZA	POLICE OFFICER	TENTH DISTRICT	10/04/97	323.00
FINE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/10/97	1782.25
FINNIGAN	POLICE OFFICER	FIFTEENTH DISTRICT	11/24/96	558.00
	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/28/97	159.60

CITY OF CHICAGO

CITY COUNCIL ORDERS

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THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
FITZHUGH	ROBERT W	POLICE OFFICER	20--SECOND DISTRICT	8/13/97	612.80
FLEMING	JOHN P	POLICE OFFICER	SIXTEENTH DISTRICT	4/04/94	520.00
FRAGA	MARIA E	POLICE OFFICER	20--FIRST DISTRICT	8/11/97	1591.54
FROHNAUER	EDWARD P	POLICE OFFICER	FOURTEENTH DISTRICT	6/19/97	198.03
GARCIA	FELICIANA	POLICE OFFICER	TWELFTH DISTRICT	12/20/96	834.00
GARMON	JERRY	POLICE OFFICER	THIRD DISTRICT	9/03/97	300.00
GIGLIO	ROBERT S	POLICE OFFICER	NINTH DISTRICT	11/23/96	32.99
GILLESPIE	JOHN M	POLICE OFFICER	SEVENTEENTH DISTRICT	5/29/95	66.00
GONZALEZ	RICHARD	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	665.00
GRAMZA	GEORGE J	POLICE OFFICER	TWENTIETH DISTRICT	7/19/95	864.00
GRANKOWSKI	NORMAN	POLICE OFFICER	THIRD DISTRICT	9/30/96	413.42
GREEN	VICTOR L	POLICE OFFICER	SECOND DISTRICT	1/25/97	207.90
GROSS-WHARTON	KARYN	POLICE OFFICER	20--FIRST DISTRICT	5/23/97	15.00
GUTIERREZ	RICKY A	POLICE OFFICER	TWELFTH DISTRICT	8/07/97	1224.50
HAIR	LESARA R	POLICE OFFICER	FIFTH DISTRICT	2/05/97	571.00
HAYNES	DAVID J	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/97	205.00
HEALY	JAMES P	POLICE OFFICER	NINETEENTH DISTRICT	8/29/97	802.20
HENRY	JOHN P	POLICE OFFICER	20--FIRST DISTRICT	9/30/97	791.95
HESKIN	ROBERT T	POLICE OFFICER	TRAFFIC SECTION - LOOP	2/06/97	192.00
HIHN-CZYSCON	HEIDI	POLICE OFFICER	SIXTEENTH DISTRICT	6/09/94	480.00
HOLLIE	LARRY J	POLICE OFFICER	SIXTEENTH DISTRICT	9/29/97	727.00
JOHNSON	ODESSA	POLICE OFFICER	ELEVENTH DISTRICT	9/25/97	97.00
JONES	NADINE L	POLICE OFFICER	FIFTH DISTRICT	6/14/97	765.50
JUDEH	KAMAL H	POLICE OFFICER	SEVENTH DISTRICT	8/14/97	194.80
KAPUGI	STEVEN	POLICE OFFICER	TENTH DISTRICT	11/03/96	1847.80
KARPIEL	TIMOTHY E	POLICE OFFICER	SECOND DISTRICT	8/06/97	273.46
KAUP	EDWIN	POLICE OFFICER	TWENTIETH DISTRICT	8/12/97	112.56
KENLEY	OCTAVIA A	POLICE OFFICER	20--THIRD DISTRICT	1/31/97	1193.00
KHAN	FAIZULLAH	POLICE OFFICER	20--THIRD DISTRICT	9/12/97	1765.19
KINZIE	NANCY L	POLICE OFFICER	20--FIRST DISTRICT	8/13/97	3699.95
KIZZIAH	AARON L	POLICE OFFICER	20--THIRD DISTRICT	3/14/97	37.00
KRUEGER	ALBERT	POLICE OFFICER	20--SECOND DISTRICT	3/14/80	108.00
KUCHARSKI	TIMOTHY	POLICE OFFICER	TENTH DISTRICT	8/19/97	663.80
LADOW	DOROTHY	POLICE OFFICER	TWENTIETH DISTRICT	5/05/97	90.00
LAJENSKI	ROBERT J	POLICE OFFICER	20--FOURTH DISTRICT	8/25/96	197.00
LARRY-ANSLEY	NANETTE	POLICE OFFICER	THIRD DISTRICT	5/24/97	143.99
LEON	LAURA	POLICE OFFICER	TENTH DISTRICT	8/23/97	939.00
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	9/08/97	1006.80
LOCKE	LISA R	POLICE OFFICER	SECOND DISTRICT	6/07/97	48.00
LOWISZ	MARK	POLICE OFFICER	SECOND DISTRICT	8/06/97	1717.58
LUNDGREN	MARK A	POLICE OFFICER	FOURTEENTH DISTRICT	12/13/92	1332.75
LUNYCH	MARY E	POLICE OFFICER	THIRTEENTH DISTRICT	1/04/97	90.00
MALDONADO	BONIFACIO	POLICE OFFICER	20--SECOND DISTRICT	8/13/97	1120.89
MALITO	FRANCIS M	POLICE OFFICER	SIXTEENTH DISTRICT	9/29/97	1541.30
MAPLES	JOHN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/24/97	132.13
MARAVIEGLIA	JOHN	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	9/15/97	354.00
MASON	RICHARD	POLICE OFFICER	SIXTH DISTRICT	9/13/95	165.00
MASTIN	DIANE S	POLICE OFFICER	20--SECOND DISTRICT	4/28/97	622.70
	BARRY	POLICE OFFICER		7/31/97	188.00

1/14/98

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MATTHEWS	POLICE OFFICER	FOURTH DISTRICT	8/03/97	113.00
MCBETH	POLICE OFFICER	TWELFTH DISTRICT	8/06/97	399.86
MCGAVOCK	POLICE OFFICER	FIFTH DISTRICT	6/28/97	150.23
MCGOVERN	POLICE OFFICER	INTELLIGENCE SECTION	9/18/96	783.00
MCGOWAN	POLICE OFFICER	ELEVENTH DISTRICT	9/18/97	326.00
MERCADO	POLICE OFFICER	NINETEENTH DISTRICT	4/11/96	95.00
MILIONIS	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/97	234.85
MILLS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/01/97	2641.68
MINGO	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/29/97	289.75
MINNIEFIELD-FORTENBER	POLICE OFFICER	TWENTIETH DISTRICT	8/12/97	477.50
MONDRAGON	POLICE OFFICER	TWENTIETH DISTRICT	9/16/97	562.10
MUNGUIA	POLICE OFFICER	ELEVENTH DISTRICT	8/27/97	228.50
MURTAS	POLICE OFFICER	FIFTEENTH DISTRICT	8/21/97	757.87
NAVIGATO	POLICE OFFICER	TWELFTH DISTRICT	7/16/97	378.00
NAWROCKI	POLICE OFFICER	EIGHTH DISTRICT	10/30/91	189.70
NELSON	POLICE OFFICER	NINETEENTH DISTRICT	8/29/97	843.50
NGUYEN	POLICE OFFICER	ELEVENTH DISTRICT	8/27/97	228.50
NOLAN	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	9/11/97	504.36
ODONNELL	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/96	190.00
OGRAHY	POLICE OFFICER	TWENTIETH DISTRICT	3/05/97	725.90
OLIVIERI	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	1/11/90	210.00
OLSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/14/97	25.00
ONEAL	POLICE OFFICER	THIRD DISTRICT	12/23/96	84.00
OWENS	POLICE OFFICER	FIFTEENTH DISTRICT	4/04/97	1897.15
PAPPAS-ELIZONDO	POLICE OFFICER	TWELFTH DISTRICT	7/16/97	211.00
PENDLETON	POLICE OFFICER	THIRD DISTRICT	9/10/97	300.00
PENKALA	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	10/09/97	1791.52
PERISEE	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	8/01/97	2359.22
PESTKA	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	1/19/94	28.00
PETERSON	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	6/09/97	5201.99
PHILLIPS	POLICE OFFICER	SEVENTH DISTRICT	9/07/96	1864.14
REYES	POLICE OFFICER	TENTH DISTRICT	8/25/97	1722.20
RICHARDSON	POLICE OFFICER	TWELFTH DISTRICT	9/26/97	600.00
RIOS JR	POLICE OFFICER	SEVENTEENTH DISTRICT	3/11/97	340.00
RIVERA	POLICE OFFICER	TENTH DISTRICT	9/14/97	90.00
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	8/31/97	263.44
ROBINSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/96	385.00
ROSALLES	POLICE OFFICER	SEVENTH DISTRICT	9/25/97	342.00
ROSSI	POLICE OFFICER	SIXTH DISTRICT	2/21/95	69.00
ROUNDS	POLICE OFFICER	NINTH DISTRICT	3/06/95	1226.18
RUIZ	POLICE OFFICER	FIFTH DISTRICT	9/17/97	459.20
SAMPSON	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/96	565.25
SANDSTER	POLICE OFFICER	SIXTH DISTRICT	8/01/97	2658.56
SARGO	POLICE OFFICER	SEVENTH DISTRICT	9/05/97	323.40
SCHAEFFER	POLICE OFFICER	RECRUIT TRAINING	8/07/97	1086.80
SCHOBER	POLICE OFFICER	SIXTEENTH DISTRICT	9/18/97	341.40
SCHWIER	POLICE OFFICER	SIXTEENTH DISTRICT	9/02/97	250.84
SEABERRY	POLICE OFFICER	EIGHTEENTH DISTRICT	4/16/97	144.00
	POLICE OFFICER	FIFTEENTH DISTRICT	5/31/97	161.60

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/07/98

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SINENI	JAMES	POLICE OFFICER	6/01/85	1770.00
SIUDUT	WALTER R	POLICE OFFICER	1/18/97	70.00
SMITH	PHILIP C	POLICE OFFICER	7/29/97	311.20
SOKNIEWICZ	BRIAN	POLICE OFFICER	5/23/97	1102.80
STANFORD	MILAN	POLICE OFFICER	9/20/97	251.00
STEELE	ROGER B	POLICE OFFICER	9/02/97	2364.20
STOVER	DANNY	POLICE OFFICER	11/18/96	175.00
SUCHOCKI	CARL M	POLICE OFFICER	3/30/97	132.00
SUTTON	DANA J	POLICE OFFICER	4/19/97	25.00
SWAN	THOMAS J	POLICE OFFICER	9/22/97	884.00
SWEENEY	PAUL	POLICE OFFICER	8/13/97	1070.00
SYKES	CLEON L	POLICE OFFICER	11/29/95	742.50
TEDESCHI	BRIAN C	POLICE OFFICER	9/03/97	152.98
THOMAS	WILLIAM	POLICE OFFICER	4/02/96	48.00
TRAFICANTI	THOMAS	POLICE OFFICER	6/04/97	2428.32
TRAPP	WAYNE C	POLICE OFFICER	7/28/97	290.00
UTTER	DEBORAH D	POLICE OFFICER	3/23/97	486.00
VELEZ	BENJAMIN	POLICE OFFICER	8/19/97	597.00
VILLAREAL	FRANK R	POLICE OFFICER	6/07/97	220.00
WAGER	GARY	POLICE OFFICER	3/30/97	70.00
WALSH	THOMAS	POLICE OFFICER	6/09/97	500.00
WASHINGTON	JAMES H	POLICE OFFICER	9/02/97	538.50
WASHLOW	WILLIAM G	POLICE OFFICER	3/27/97	1173.20
WATERS	MILTON	POLICE OFFICER	6/16/97	48.00
WESTON	ROBERT A	POLICE OFFICER	8/29/97	148.00
WHITEMAN	ROBERT M	POLICE OFFICER	12/31/95	5139.50
WILLIS	RICHARD C	POLICE OFFICER	9/23/97	1479.75
ZARAGOZA	ANGEL	POLICE OFFICER	8/01/97	909.50
DENEEN	DANIEL	CAPTAIN	7/16/95	1435.00
GOEPFNER	DONALD	FIREFIGHTER	9/02/95	48.00
GRAVES	MICHAEL P	PARAMEDIC	8/19/97	753.06
GUZICK	LAWRENCE	ENGINEER	2/15/91	123.50
HAGUE	MICHAEL	PARAMEDIC	8/14/97	359.33
KOGUT	JOSEPH	PARAMEDIC	9/15/97	109.39
KUKNYD	JAMES	FIREFIGHTER	1/31/89	181.00
MUELLER	ERNST	ENGINEER	12/20/96	659.25
MURRAY	LAWRENCE	PARAMEDIC	1/03/96	193.25
SINOPOLI	ENZO	PARAMEDIC	7/24/97	1697.01
YOUNG	RONALD L	FIREFIGHTER	9/10/97	2127.86

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

The Committee on Finance submitted the following report:

CHICAGO, January 7, 1998.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on 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
George M. Trudell and State Farm Insurance Company 2633 West Addison Street Chicago, Illinois 60618	1/4/94 West Cortland Street and North Elston Avenue	\$441.00*

Damage To Property.

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

Name And Address	Date And Location	Amount
Margaret D. Boring and The Hartford P.O. Box 2073 Hartford, Connecticut 06145	6/25/96 1966 West Summerdale Avenue	\$902.00

* To City of Chicago, Bureau of Parking

1/14/98

REPORTS OF COMMITTEES

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Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Bernadette Gawlik 5021 North Octavia Avenue Harwood Heights, Illinois 60656	5/20/97 5134 West Dakin Street	\$217.00

Damage To Person.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Cy May Smierciak Apartment 701 732 West Bittersweet Place Chicago, Illinois 60613	8/13/97 North Jansen Avenue and West Addison Street (alley)	\$91.20

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Scott J. Wagner 5821 West Wilson Avenue Chicago, Illinois 60630	5/29/97 5821 West Wilson Avenue (Garage)	\$75.00

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
Josephine E. Bowman 9112 South Normal Avenue Chicago, Illinois 60620	4/4/97 334 East 90 th Street	\$ 25.25 43.75*

* To City of Chicago, Bureau of Parking

1/14/98

REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Cheryl Chavez 950 Estes Gurnee, Illinois 60031	1/13/97 850 East 11 th Street	\$ 60.00 .115.00*
Lacey R. Bailey Unit 2E 5681 North Ridge Avenue Chicago, Illinois 60660	7/25/97 4803 North Broadway	90.00*
Peter Ide 1122 North Clark Street Chicago, Illinois 60601	1/29/94 1300 North LaSalle Street	109.00*
Michael Halton 1836 North Humboldt Boulevard Chicago, Illinois 60647	3/20/97 1900 North Humboldt Boulevard	22.00*
Lorine Egans and Universal Casualty Company 7280 North Caldwell Avenue Niles, Illinois 60714	2/12/97 7601 South Stony Island Avenue	751.00
Trisha A. Fabian 5356 West 54 th Street Chicago, Illinois 60638	3/10/97 1700 West 31 st Street	354.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Shelby J. Grant 9547 South Lowe Avenue Chicago, Illinois 60628 Dan Ryan Expressway)	9/16/97 8 East 95 th Street (on overpass of	87.56
Karl P. Hervai 6613 North Octavia Avenue Chicago, Illinois 60631	7/17/97 6356 North Natoma Avenue	75.00
Bogumila Ilukhin and Illinois Farmers Insurance 2325 Hicks Road Rolling Meadows, Illinois 60008	6/23/96 3800 North Octavia Avenue	582.00
Sandra Johnson 1852 North Wolcott Avenue Chicago, Illinois 60622	1/27/97 1811 South Ruble Street	340.00 160.00*
Margie Jones 7631 South Colfax Avenue Chicago, Illinois 60649	8/10/96 9500 South Stony Island Avenue	26.00 50.00*
Eileen T. McIntyre and State Farm Insurance Company 4220 West 95 th Street Oak Lawn, Illinois 60453	2/22/97 3200 North Lake Shore Drive	505.00 100.00*

* To City of Chicago, Bureau of Parking

1/14/98

REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Scott Moses Apartment Number 1 1144 Maple Avenue Evanston, Illinois 60202	8/17/97 7000 North Sheridan Road	\$ 139.00
Susan Mary Otiniano 10854 South Avenue J Chicago, Illinois 60617	8/14/97 East 112 th and South Ewing Avenue	30.00
Kanta Patel 9316 North Latrobe Skokie, Illinois 60077	8/22/97 2330 West Granville Avenue	1,563.00
Jarvis J. Robinson Apartment 101 5800 North Sheridan Road Chicago, Illinois 60660	3/28/97 1135 North Central Avenue	42.00 30.00*
Terrance Rowan 12848 Mill Road Palos Park, Illinois 60464	7/1/97 3151 West 79 th Street	112.00
Rabbi Zyi Teller 2937 West Coyle Avenue Chicago, Illinois 60645	8/6/97 6717 North Sacramento Avenue	67.50

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Transportation/Bureau Of Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Doris Hines 2905 West Damen Avenue Chicago, Illinois 60618	10/24/96 2905 North Damen Avenue	\$1,498.00

Damage To Property.

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

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-467 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	8/29/97 2919 North Talman Avenue	\$684.00
The Peoples Gas Light and Coke Company File 97-0-466 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	8/28/97 4608 North Karlov Avenue	432.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-446 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	8/24/97 1233 East 56 th Street	\$726.00
The Peoples Gas Light and Coke Company File 97-0-515 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/12/97 805 South Leavitt Street	336.00
The Peoples Gas Light and Coke Company File 97-0-567 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/22/97 540 North Leclaire Avenue	296.00
The Peoples Gas Light and Coke Company File 97-0-490 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/8/97 807 South Levitt Street	414.00
The Peoples Gas Light and Coke Company File 97-0-451 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	8/25/97 3028 South Homan Avenue	434.00
The Peoples Gas Light and Coke Company File 97-0-613 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	10/14/97 4005 South Kedzie Avenue	219.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-290 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	6/17/97	\$453.00
The Peoples Gas Light and Coke Company File 97-0-561 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/29/97 5623 South Morgan Street	356.00
The Peoples Gas Light and Coke Company File 97-0-122 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	3/31/97 3808 West 86 th Street	530.00
The Peoples Gas Light and Coke Company File 97-0-491 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/5/97 2134 West 55th Street	687.00
The Peoples Gas Light and Coke Company File 97-0-549 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/25/97 3836 South Parnell Avenue	551.00
The Peoples Gas Light and Coke Company File 97-0-258 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	6/2/97 3026 South Homan Avenue	336.00

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Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-256 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	6/2/97 3026 South Homan Avenue	\$336.00
The Peoples Gas Light and Coke Company File 97-0-463 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	8/27/97 3026 South Homan Avenue	336.00
The Peoples Gas Light and Coke Company File 97-0-521 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/17/97 3744 South Parnell Avenue	101.00
The Peoples Gas Light and Coke Company File 97-0-276 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	6/6/97 552 West 111 th Street	900.00
The Peoples Gas Light and Coke Company File 97-0-117 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	3/31/97 5006 South Laflin Street	\$ 258.00
The Peoples Gas Light and Coke Company File 97-0-541 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/22/97 544 North Leclaire Avenue	725.00

Name AndAddress	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-541 19 th Floor 130 East Randolph Street Chicago, Illinois 60601	9/15/97 811 South Leavitt Street	\$492.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
John Cater 3369 South Calumet Avenue Chicago, Illinois 60616	8/1/97 3500 South Dr. Martin Luther King, Jr. Drive	\$1,120.00 310.00*
Gabriel Delgado 5115 North Major Avenue Chicago, Illinois 60630	6/11/97 West Oakdale Avenue and North Clark Street	251.00 20.00*
James F. Halpin 7030 North Ozark Avenue Chicago, Illinois 60631	8/26/97 3826 West Wabansia Avenue (yard)	700.00
John Hammond in care of Four Star Realty 1841 Tower Road Sublette, Illinois 61367	7/21/97 South Cicero Avenue near I-55 Expressway	41.00 75.00*
Raymond Krupa Unit 1W 3825 North Fremont Street Chicago, Illinois 60613	7/9/97 3900 South Kedzie Avenue	56.00

* To City of Chicago, Bureau of Parking

1/14/98

REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Tracy M. Thezan 10337 South Maplewood Avenue Chicago, Illinois 60655	7/12/97 10300 South Western Avenue	\$ 134.00

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
Michael A. Gonzales 8515 South Buffalo Avenue Chicago, Illinois 60617	4/25/97 6410 North Ravenswood Avenue	\$1,428.00 410.00*

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John M. Fleming Unit 408 2800 North Orchard Avenue Chicago, Illinois 60657	5/9/95 During towing	\$100.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Nathanial L. Mickelson 1924 84 th Street Kenosha, Wisconsin 53143	8/26/97 During towing	\$ 856.00 80.00*
Michael J. O'Brien 3534 North Hermitage Avenue Chicago, Illinois 60657	5/27/97 During towing	220.00 400.00*
Paul F. Sylvester Unit 2F 2849 North Racine Avenue Chicago, Illinois 60657	6/2/97 During towing	782.00 580.00*

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
Michael P. Campbell and State Farm Insurance Company 160 Industrial Drive	6/25/97 7807 West Glenlake Avenue	\$ 581.00
Mark A. Reedy Apartment 69 5385 Sunnyslope Road Maple Heights, Ohio 44137 Elmhurst, Illinois 60126	5/5/97 846 East 49 th Street	546.00*

* To City of Chicago, Bureau of Parking

1/14/98

REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Ashfaq Ali Khan Apartment 314 8644 South 86 th Avenue Justice, Illinois 60458	8/8/97 During towing of another vehicle	\$ 347.00 520.00*
Jesus M. Morelos 3132 West Eastwood Avenue Chicago, Illinois 60625	3/27/97 3159 West Eastwood Avenue	685.00 80.00*
Juana Orozco and Universal Casualty Company 7280 North Caldwell Niles, Illinois 60714	3/20/97 3800 West 55 th Place	1,180.00
Fidel Salazar, Jr. 2044 North Kildare Avenue Chicago, Illinois 60639	8/19/97 2048 North Kildare Avenue	987.00
Joseph and Kathy Shortino and St. Paul Fire and Marine Insurance P.O. Box 64218 St. Paul, Minnesota 55164	4/24/97 3850 South Iron Street	686.00
Vassil A. Shtonov Floor 25 222 West Adams Street Chicago, Illinois 60606	6/9/97 167 Elm Street	965.00
Richard Gary Wenzel 607 South Western Avenue Park Ridge, Illinois 60068	1/10/97 North Linder Avenue and West Lawrence Avenue	419.00

* 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, January 7, 1998.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays – None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said

amounts to be paid in full as follows, and charged to Account Number 100-99-2005-0939-0939:

[List of claimants printed on page 59838
of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, January 7, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

(Continued on page 59839)

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 1/07/98

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
CARL SANDBURG VILLAGE	567	SEMI-ANNUAL 95	13,981.00	BURTON F. NATARUS	42
EMERSON PARK CONDOMINIUM, INC	56	SEMI-ANNUAL 95	2,100.00	BERNARD L. STONE	50
FIRST KENMORE ASSOCIATES CONDO	6	SEMI-ANNUAL 95	225.00	MARY ANN SMITH	48
KENMORE CONDO. ASSN., INC.	6	SEMI-ANNUAL 95	225.00	JOE MOORE	49
MAP FACTORY LOFTS CONDO ASS'N.	40	SEMI-ANNUAL 95	1,188.00	PATRICK J O'CONNOR	40
NORTH DAMEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL 95	1,425.00	PATRICK J O'CONNOR	40
WINCHESTER-HOOD GARDEN HOMES	72	SEMI-ANNUAL 95	2,700.00	PATRICK J O'CONNOR	40
1526-28 W. CHASE AVENUE CONDO	8	SEMI-ANNUAL 95	300.00	JOE MOORE	49
5100 MARINE DRIVE CONDOMINIUM	300	SEMI-ANNUAL 95	5,640.00	MARY ANN SMITH	48

(Continued from page 59837)

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account Number 314-99-2005-9148-0938:

[List of claimants printed on page 59840
of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR
VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, January 7, 1998.

To the President and Members of the City Council:

(Continued on page 59841)

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

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BISHAF, EVELYN	13-02-300-008-1005	39 LAURINO	50.00
CARLSON, NORMAN A.	13-10-200-020-1051	39 LAURINO	50.00
DAVIS, MILLIE A.	19-36-302-036-1006	18 MURPHY	50.00
DOUGLASS, EVELYN E.	13-18-409-056-1034	38 ALLEN	50.00
LEFFRIDGE, MARELLA	20-24-423-016-0000	05 HOLT	50.00
MORREALE, DOROTHY	13-18-409-056-1035	38 ALLEN	50.00
NG, YIM TONG	17-28-212-042-1001	25 SOLIS	50.00
RENO, EDWARD T.	13-02-300-006-1016	39 LAURINO	50.00
SCHUSTER, MYRL	13-02-300-006-1025	39 LAURINO	50.00
		* TOTAL AMOUNT	450.00

(Continued from 59839)

Your Committee on Finance, Small Claims Division, to which was referred on April 12, 1995, and on subsequent dates, sundry claims as follows:

Andrews, Alexandria R.

Beatie, Christina L. and Marsh and McLendon, Inc.

Bell, Olivia L.

Blair, Clarence and Geraldine

Bondurant, Laura

Brown, Sheila D.

Cassens Transport Company

Ciric, Radenko

Cisneros, Gabriel

Coleman, Georgia

Conner, Charles E. and Bell Corporation

Village of Downers Grove and Custard Claims Management Services

Egan, Michael and Michelle and Town and Country Nationwide

Gay, Barri

Gee, Norman

Gershman Transport International Ltd.

Harris, Lydia G.

Heidecke, Laura Ann

Henry, Colleen and Allstate Insurance Company

Jamrz, Jeffrey and Allstate Insurance Company

Johnson, Eliza Mae

Kereakes, Demetrios P.

Kita, Jan

Kodatt, Ed and Gissella

Kroll, Robert J.

Lazzara, Shirley

Lee, Wei Chun

Mason, Monique

McCarthy, Gabriele

Mendenhall, Elsie

Mid-Town Toyota

Mimnaugh, Margaret

Moor, Peter

Mordan, William and Mrs. George R.

New Publix Cleaners

Nixon, Isiah

Pack, Arthur Lee

Payne, Marvelean

Peebles, Don Keith

Peoples Gas Light and Coke Company

Perez, Armando

Perez, Juan

Predut, Stefan

Price, Larissa M.

Rhodes, Bobby L.

Robinson, Darrell

Robinson, Katrice D.

Saltouros, Peter

Shumanov Velizar and Nationwide Insurance

Sims, William A.

Span, Kimberlita

Spinello, John O.

Stevenson, Tracy

Sung, Baik C. and State Farm Insurance

Underwood, Roy and American Ambassador Casualty Company

Virella, Jose

Walker, Jill M.

Ward, Crystal M.

Ware, Jerome

Watts, Mark

Williams, Sarah D.

Willis, Ronald A.

Young, Brandon,

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Placed On File -- APPOINTMENT OF DELOITTE AND TOUCHE AND
MINORITY CONSORTIUM TO PERFORM CITY AUDIT
FOR FISCAL YEAR ENDING
DECEMBER 31, 1997.

The Committee on Finance submitted the following report:

CHICAGO, January 14,
1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing the independent accounting firm of Deloitte and Touche and a minority consortium to perform the audit of the City of Chicago for the fiscal year ending December 31, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF NOVEMBER, 1997.

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication transmitting a list of various cases in which judgments were entered into or cases settled during the month of November, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

*Placed On File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMIT.*

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an application for a City of Chicago charitable solicitation (tag day) permit for the Junior Cancer League for the periods of May 1 and May 20, 1998, citywide, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed application transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF EMPOWERMENT ZONE/ENTERPRISE COMMUNITIES
COORDINATING COUNCIL.**

The Committee on the Budget and Government Operation submitted the following report:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Linda Vick, Eleazar Vazquez, Carlos J. Gonzalez, Sidney Dillard, Leana B. Flowers, Barbara Jones, Henry P. Wilson, David Livingston, William Moorehead, John Wilkinson, Leroy Square, James C. Tyree and Lawrence J. Gorski as members of the Empowerment Zone/ Enterprise Communities Coordinating Council for terms ending September 30, 1999, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointments.

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 committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Linda Vick, Mr. Eleazar Vazquez, Mr. Carlos J. Gonzalez, Mr. Sidney Dillard, Ms. Leana B. Flowers, Ms. Barbara Jones, Mr. Henry P. Wilson, Mr. David Livingston, Mr. William Moorehead, Mr. John Wilkinson, Mr. Leroy Square, Mr. James C. Tyree and Mr. Lawrence J. Gorski as members of the Empowerment Zone/Enterprise Communities Coordinating Council were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

AUTHORIZATION FOR EXPENDITURE OF ROAD FUNDS AND
EXECUTION OF INDIVIDUAL PROJECT AGREEMENT
WITH FEDERAL, STATE AND COUNTY
GOVERNMENT NECESSARY FOR
IMPLEMENTATION OF 1998
ROAD PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, January 14, 1998.

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 expenditure of the funds and the execution of individual project agreements between the City of Chicago and the federal, state and county governments necessary to implement the 1998 Road Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectively 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The State of Illinois, acting through its Department of Transportation (the "State"), and the City of Chicago (the "City"), acting through the Department of Transportation of the City ("C.D.O.T."), desire to implement a 1998 Road Program (the "Program") in the City; and

WHEREAS, The purpose of the Program is to provide for various improvements (the "Projects") which promote the safe and efficient movement of vehicular and pedestrian traffic within the City; and

WHEREAS, The City wishes to avail itself of federal funds authorized by the Surface Transportation and Uniform Relocation Assistance Act of 1987, the Intermodal Surface Transportation Efficiency Act of 1991 and other federal legislation; and

WHEREAS, From time to time, the City may provide funding for the Projects through the proceeds of its general obligation bonds or through other City sources; and

WHEREAS, From time to time, the State may provide funds from State sources for the Projects; and

WHEREAS, From time to time, the County of Cook (the "County") may provide funding for the Projects; and

WHEREAS, From time to time, the City may receive funds for the Projects from other units of local government ("Local Government"); and

WHEREAS, The activities funded with federal, State, City, County or Local Government funds (the "Project Funds") include but are not limited to the

acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/supervision of highway and highway-related projects; and

WHEREAS, The State administers and distributes certain of the federal and State funds; and

WHEREAS, To monitor effectively the expenditure of the Project Funds and to set forth the obligations of the City and the State, County or Local Government, the City will enter into project funding agreements or amendments thereto ("Individual Project Agreements") with the State, County or Local Government, as appropriate, for each new project and will amend various project funding agreements which have been executed prior to this ordinance and which require additional funding; now, therefore,

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

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

SECTION 2. The Mayor of the City or the Commissioner of C.D.O.T. (the "Commissioner") is hereby authorized to execute, subject to the review of the Corporation Counsel and subject to the approval of the Budget Director, Individual Project Agreements or amendments thereto with the State, County or Local Government with respect to the Projects listed in the attached Exhibit A and Exhibit B, including Projects for which agreements have been executed prior to this ordinance and which require additional funding.

SECTION 3. The City Council hereby appropriates and authorizes the expenditure of the federal, State, County and/or Local Government funds in such amounts as may actually be received but not to exceed One Hundred Twenty-five Million Dollars (\$125,000,000).

SECTION 4. The City Comptroller is hereby directed to disburse the Project Funds as required to carry out the Individual Project Agreements.

SECTION 5. The Commissioner is authorized to execute such additional documents, information, assurances and certifications in connection with the Individual Project Agreements as may be necessary or required by the State, County or Local Government and is further authorized to execute revisions relative to budgetary items within Individual Project Agreements, upon approval of the State, County or Local Government as long as such revisions are within the budgetary constraints as provided therein or by the City Council.

SECTION 6. Subject to the review of the Corporation Counsel, the Commissioner is authorized to execute agreements, including agreements with another Local Government, for the reimbursement by the City of force account work with respect to the Projects described herein; provided that said reimbursement costs in each such agreement do not exceed the force account budget line items contained in the Individual Project Agreement which relates to the affected Project.

SECTION 7. The Commissioner is hereby authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel, any lease, easement or other document with private entities or other Local Governments for the temporary use of real estate adjacent to or adjoining the site of any Project authorized herein, for the purposes of staging, access or similar purposes, subject to terms and conditions, including indemnification, and to the extent reasonably necessary or appropriate, to implement or complete such Project.

SECTION 8. No later than the tenth (10th) day after the completion of each calendar quarter, the Commissioner shall file with the Committee on Finance and the Committee on the Budget and Government Operations, a compilation of all Individual Project Agreements entered into or amended by the City in the preceding quarter.

SECTION 9. The City Clerk is hereby 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 10. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the other provisions of this ordinance.

SECTION 11. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

1.	106 th Street	At the Calumet River	Bridge Improvement -- Painting/Construction
2.	31 st Street	Western to Kedzie	Street Improvement/ Construction
3.	47 th Street	At Lake Shore Drive	Bridge Improvement (Phase II)
4.	51 st Street	Damen to Halsted	Street Improvement/ Construction
5.	63 rd Street	Western to Wallace	Street Improvement (Phase I)
6.	69 th Street	California to Western	Street Improvement/ Construction
7.	69 th Street	Western to Ashland	Street Improvement/ Construction
8.	95 th Street	At the Calumet River	Bridge Improvement -- Painting/Construction
9.	Adams Street	At I-90/94	Viaduct Improvement /Construction
10.	Armitage Avenue	Pulaski to Western	Street Improvement/ Construction
11.	Armitage Avenue	Western to Ashland	Street Improvement/ Construction
12.	Bicycle Lanes (Series II)	Various	Pavement Marking/ Construction
13.	Central Avenue	Madison to North	Street Improvement/ Construction
14.	Chicago Avenue Expressway	Laramie to Kennedy	Street Improvement/ Engineering (Phase I)

15.	Cicero Avenue	I-55 to Midway Airport	Intelligent Transportation System/ Engineering
16.	Congress Parkway	Wells to Michigan	Traffic Signal Interconnect/ Construction
17.	Damen Avenue	Congress to Roosevelt	Street Improvement/ Engineering (Phase I)
18.	Damen Avenue	37 th to 47 th	Viaduct Improvement /R.O.W. Acquisitio
19.	Damen Avenue	At North branch Chicago River	Bridge Improvement/ Construction
20.	Damen Avenue	North and south of I-55	Viaduct Improvement /R.O.W. Acquisition
21.	Division Street	California Avenue to I-94	Street Improvement/ Construction
22.	Division Street	Chicago River to Lake Shore Drive	Street Improvement/ Construction
23.	Forest Glen Avenue	At Chicago River (North branch)	Bridge Improvement/ Engineering (Phase I)
24.	Franklin Street/ Orleans Street	Over the Chicago River	Bridge Improvement/ Construction
25.	Grand Avenue	At Lamon	Vertical Clearance Improvement/ Construction
26.	Grand Avenue	Fullerton to Jefferson	Street Improvement/ Engineering (Phase I)
27.	Halsted Street	Cermak to Pershing	Street Improvement/ Engineering (Phase I)
28.	Historic Boulevards/ Fountains	55 th and Western, 26 th and California, 39 th and Drexel	Street Improvement/ Construction
29.	Hollywood Avenue/ Ridge Avenue	Lake Shore Drive to Peterson	Signal Interconnect/ Construction

30.	Kedzie Avenue	Madison to Augusta	Street Improvement/ Construction
31.	Lake Shore Drive	67 th to State Line	Street Improvement/ Engineering (Phase I)
32.	Lake Street	Canal to Western	Street Improvement/ Engineering (Phase I)
33.	Lake Street	Over Kennedy Expressway (I-90/94)	Viaduct Improvement/ Construction
34.	Lakefront Bicycle Corridor	5700 North to 6700 South	Bicycle Lane Improvement/ Engineering (Phase II)
35.	Lakefront Bicycle Corridor	5700 North to 6700 South	Bicycle Lane Improvement/ Construction
36.	Madison Street	Over Union Station	Viaduct Improvement/ Engineering (Phase I)
37.	Milwaukee Avenue	Lawrence to Erie	Street Improvement/ Engineering (Phase I)
38.	Montrose Avenue	Clark to Lake Shore Drive	Street Improvement/ Construction
39.	Nabisco Improvements	Kedzie/73 rd and 76 th , Central Park/71 st	Street Improvement/ Engineering and Construction
40.	North Avenue	At the Chicago River	Bridge Improvement/ Construction
41.	Pavement Management System	Citywide	Street Improvement/ Engineering
42.	Pershing/Oakwood	Cottage Grove to I.C.G. Railroad	Street Improvement/ Construction

43.	Peterson Avenue	At Rogers	Street Improvement/ Construction
44.	Rock Island Parking Lot	91 st /Vanderpoel	Parking Lot Improvement/ Construction
45.	Rogers Avenue	5850 North to 5950 North	Curb, Gutter and Sidewalk Improvement
46.	State Street	79 th Street to 95 th Street	Street Improvement/ Construction
47.	Torrence Avenue	Over Calumet River	Bridge Improvement/ Engineering (Phase II)
48.	Traffic Signal Improvements	Various	Signals/Engineering (Phases I and II)
49.	Traffic Signal Improvements	Various	Signals/Construction
50.	Van Buren Street	Over the Kennedy Expressway (I-90/94)	Viaduct /Improvement Construction
51.	Various Bridges	Citywide	Structural Inspections
52.	Wacker Drive	Lake Shore Drive to Congress	Viaduct Improvement/ Engineering (Phase II)
53.	WPA Streets	103 rd to City limits, Stony Island to Ashland	Street Improvement/ Construction

Exhibit "B".

This exhibit includes demonstration projects and other projects funded under the Intermodal Surface Transportation Efficiency Act of 1991 and other federal, State or County funded programs which may require the use of various City or other Local Government funds as the local match share. Projects eligible for funding under these federal and/or State, City, County or Local Government sources include, without limitation, acquisition of right-of-way, preliminary

engineering, contract construction, force account construction and/or construction engineering/supervision projects for:

Alleys	Sidewalks
Area Improvements	Signage
Beautification	Special Community Projects
Bridges	Streets
Curbs and Gutters	Traffic Signalization
Landscaping	Transit
Pedways	Vaulted Walks
Quality Assurance	

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
AND AMENDMENT TO 1998 ANNUAL APPROPRIATION
ORDINANCE NECESSARY TO REFLECT INCREASE
IN GRANT FUNDS RECEIVED FROM
FEDERAL AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the 1998 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal agencies, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1998 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal government and public and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

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

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

WHEREAS, The City through its Department of Health has been awarded federal grant funds in the amount of One Hundred Thousand Dollars (\$100,000) by the United States Department of Health and Human Services which will be used for the School-Based Child Maltreatment Prevention Program; and

WHEREAS, The City through its Department on Aging has been awarded additional federal grant funds in the amount of Three Thousand Dollars (\$3,000) by the Corporation for National and Community Service which will be used for the Senior Companion Program; now, therefore,

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

SECTION 1. The sum of One Hundred Three Thousand Dollars (\$103,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 1998.

SECTION 2. The sum of One Hundred Three Thousand Dollars (\$103,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1998, and the Annual Appropriation Ordinance for the Year 1998 is hereby amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

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

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

*Exhibit "A".**Amendment To The 1998 Appropriation Ordinance.*

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1998		
	Awards from Agencies of the Federal Government	\$582,831,665	\$582,934,665
41	Department Of Health:		
	School-Based Child Maltreatment Prevention		100,000
47	Department Of Aging:		
	Senior Companion Project -- ACTION	248,000	251,000

AUTHORIZATION FOR EXECUTION OF ASSIGNMENT AND
ASSUMPTION AGREEMENT WITH 7600 RACINE
CORPORATION NECESSARY TO EFFECT
RECOVERY OF CITY INTERESTS AND
REDEMPTION OF TAXES PURSUANT
TO PRIOR AGREEMENTS WITH
FEDERAL GOVERNMENT AND
STATE OF ILLINOIS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, January 14, 1998.

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 execution of an assignment and assumption agreement between the 7600 Racine Corporation and the City of Chicago necessary to effect the recovery of City interests and the redemption of taxes pursuant to prior agreements with the federal government and the State of Illinois, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The acquisition, construction and development of a shopping center known as the Continental Plaza Shopping Center, located at 76th Street and Racine Avenue in Chicago (the "Continental Plaza"), was financed by private funds and private and public loans; and

WHEREAS, Continental Plaza is owned by American National Bank and Trust Company of Chicago, not personally but as Trustee, under Trust Number 63140, dated December 17, 1984, whose beneficiary is Continental Commercial Partners, Ltd., an Illinois limited partnership (collectively, "Continental Partners"); and

WHEREAS, Certain state, federal and local funds were lent by the City of Chicago to Continental Partners for the development of Continental Plaza, described as follows and represented by the following loans, agreements and security documents:

1. Promissory Note dated February 14, 1986 in original principal amount of Five Hundred Thousand Dollars (\$500,000)(the "B.D./R.L.F. Loan"), secured by the Junior Mortgage, Assignment of Rents and Security Agreement, dated March 18, 1986 (the "Junior Mortgage"), and made pursuant to Loan and Security Agreement dated February 14, 1986; and
2. Promissory Note dated March 18, 1986 in original principal amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)(the "U.D.A.G. Loan"), secured by the Junior Mortgage, made pursuant to Urban Development Action Grant Redevelopment Agreement dated February 14, 1986; and

3. Promissory Note dated April 8, 1988 in original principal amount of One Million Dollars (\$1,000,000)(the "I.D.A.G. Loan"), secured by Third Mortgage, Assignment of Rents and Security Agreement, dated April 8, 1988, pursuant to Illinois Development Action Grant Redevelopment/Loan Agreement dated March 17, 1988 (the "Third Mortgage"); and
4. Promissory Note dated April 8, 1988 in original principal amount of Eight Hundred Twenty-four Thousand Dollars (\$824,000)(the "Recapture Loan"), secured by Fourth Mortgage, Assignment of Rents and Security Agreement, dated April 8, 1988, made pursuant to Recapture Loan Agreement dated April 8, 1988 (the "Fourth Mortgage"); and
5. Unsecured loan dated September 30, 1993 in original principal amount of Seventy-eight Thousand Seven Hundred Forty-eight and 91/100 Dollars (\$78,748.91)(the "Restructuring Fee Obligation"); and

WHEREAS, By authority of the ordinance enacted on May 19, 1993, the Junior Mortgage, the Third Mortgage and the Fourth Mortgage were modified and extended as of September 30, 1993; and

WHEREAS, Loyola University of Chicago ("Loyola") is the holder of a note issued by American National Bank and Trust Company of Chicago evidencing a loan to Continental Partners in the original principal amount of One Million Nine Hundred Thousand Dollars (\$1,900,000) (the "First Mortgage Loan"), which note is secured by a First Mortgage dated as of September 30, 1993 (the "First Mortgage") and which note was heretofore assigned to 7900 Racine Corporation, an agent of Loyola; and

WHEREAS, Continental Plaza has for many years suffered from excessive vacancies, lack of maintenance and lower than anticipated revenues; and

WHEREAS, Continental Partners has for a period of more than two (2) years failed to make timely payments with respect to the First Mortgage Loan; and

WHEREAS, Continental Partners has failed to pay real estate taxes with respect to Continental Plaza for the years 1993 through the present; and

WHEREAS, The taxes have been purchased by third parties who have petitioned for tax deeds, with respect to Continental Plaza; and

WHEREAS, The periods of redemption for the real estate taxes expire beginning February 10, 1998; and

WHEREAS, By reason of the defaults under the First Mortgage, and the failure to pay real estate taxes, the Junior Mortgage, the Third Mortgage and the Fourth Mortgage are in default; and

WHEREAS, Loyola has determined that it is in its best interest to convey its interest in the property and the debt to the City of Chicago; and

WHEREAS, The City of Chicago has determined that it is in the best interest to allow the City to assume Loyola's position as first mortgagee to protect the City of Chicago's security interest in Continental Plaza; and

WHEREAS, Loyola has proposed assigning its rights under the First Mortgage Loan and First Mortgage to the City of Chicago; and

WHEREAS, The City's agreement with the State of Illinois and the United States with respect to its Illinois Development Action Grant Loans and Urban Development Action Grant Loan require the City to seek to recover its interests in the event of default upon I.D.A.G. or U.D.A.G. Loan; and

WHEREAS, Title to Continental Plaza will pass to the tax purchasers unless the property is redeemed by the deposit of redemption funds prior to the expiration of the redemption period; and

WHEREAS, The Department of Planning and Development has obtained an appraisal indicating that the market value of Continental Plaza exceeds the redemption price; and

WHEREAS, It is anticipated that upon foreclosure of the City's interest and judicial sale of Continental Plaza, the City will have obtained title to property valued in excess of the outstanding taxes, or will have obtained cash equal to the City's outstanding indebtedness; now, therefore,

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

SECTION 1. The City Council finds the facts and makes the determination set forth in the preamble to this ordinance.

SECTION 2. The Commissioner of Planning and Development ("Commissioner") is authorized and directed to deposit funds with the County Clerk of Cook County ("County") sufficient to redeem the Continental Plaza from the tax sales in the approximate amount of Eight Hundred Fifty Thousand Dollars (\$850,000); such amount is subject to adjustment based upon final estimates of redemption issued by the County.

SECTION 3. The Commissioner is hereby authorized and directed to execute an Assignment and Assumption Agreement by and between 7600 Racine Corporation, as assignor and City of Chicago as assignee, on behalf of the City of Chicago in a form approved by the Corporation Counsel. The Commissioner is further authorized to execute and deliver such additional documents and take such other actions, as may be necessary to implement and carry out the assignment and redemption provided herein.

SECTION 4. The Corporation Counsel is authorized and directed to take appropriate action to collect the First Mortgage Loan, the B.D./R.L.F. Loan, and U.D.A.G. Loan, the I.D.A.G. Loan, the Recapture Loan and the Restructuring Fee Obligation (collectively such obligations are referred hereinafter to as the "Outstanding Developer Obligations"), and in connection therewith to file, among other things, a foreclosure action with respect to the First Mortgage, the Junior Mortgage, the Third Mortgage and the Fourth Mortgage.

SECTION 5. The Corporation Counsel is further authorized and directed to take such action as may be appropriate, including without limitation, the filing of lawsuits or additional counts to the mortgage foreclosure actions, to collect on the guarantees with respect to the Outstanding Developer Obligations.

SECTION 6. This ordinance shall be effective immediately upon its passage.

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

Exhibit "A".

Legal Descriptions.

Parcel 1.

Permanent Index Numbers:

20-29-307-003 and 20-29-310-017.

Address:

7600 South Racine Avenue.

Legal Description:

That part of the east 1/20 of the southwest quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the west line of the east 33 feet of the southwest quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, said point being 7.00 feet south of the south line of the north quarter of the east half of the southwest quarter of said Section 29; thence south along the west line of the east 33 feet of said Section 29 (said line also being the west line of South Racine Avenue) to the south line of the north 25 feet of Lot 2 in William Redda's Subdivision of Block 25 (except the west 125.00 feet) in Jones' Subdivision of the west half of said Section 29 (except certain tracts conveyed) according to the Plat of said William Redda's Subdivision registered as Document Number 343920, said point being 226.70 feet north of the north line of West 77th Street; thence west along the south line of the north 25 feet of Lot 2 aforesaid to the west line of said Lot 2; thence north along the west line of Lot 2, the west line of Lot 1 in said subdivision of Block 25 aforesaid, and said west line of Lot 1 extended north to the south line of the north 15 chains of said Section 29, a distance of 397.06 feet or more or less to the east line of the west 663.39 feet of the east half of the southwest quarter of said Section 29; thence north along said east line of the west 663.39 feet to east half of the southwest quarter of said Section 29, a distance of 334.80 feet more or less to the south line of West 76th Street as opened by dedication per Document Number 12300011; thence east along said south line of West 76th Street to a point on said line, being 14.72 feet west of the west line of the east 33 feet of the southwest quarter of said Section 29; thence southeasterly along a diagonal line to the point of beginning in Cook County, Illinois.

Parcel 2.

Permanent Index Numbers:

20-29-408-011 and 20-29-408-017.

Address:

7601 South Racine Avenue.

Legal Description:

Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44 in Block 9 in Auburn on the Hill First Addition being Hart's Subdivision of Blocks 9, 10 and 22 in the subdivision of the southeast quarter of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian (except the north 99 feet) in Cook County, Illinois.

AUTHORIZATION FOR TRANSFER OF YEAR 1997
FUNDS WITHIN COMMITTEE ON HOUSING
AND REAL ESTATE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, January 14, 1998.

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 1997 within the City Council Committee on Housing and Real Estate, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1997. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1997 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2275	0000	\$10,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	100	15-2275	0100	\$10,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Housing and Real Estate during the year 1997.

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

Placed On File -- APPOINTMENT OF MR. RANDALL VALENTI AND
MS. GWENDOLYN CLEMONS AS MEMBERS OF
EMPOWERMENT ZONE/ENTERPRISE
COMMUNITIES COORDINATING
COUNCIL.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication from the Mayor advising the City Council of the appointments of Randall Valenti by Governor Jim Edgar and Gwendolyn Clemons by the President of the Cook County Board John H. Stroger, Jr. as members of the Empowerment Zone/Enterprise Communities Coordinating Council, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

**COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES.**

AMENDMENT OF TITLE 2, CHAPTER 30, SECTION 030 OF
MUNICIPAL CODE OF CHICAGO TO AUTHORIZE
COMMISSIONER OF THE ENVIRONMENT TO
ENTER INTO VARIOUS AGREEMENTS
RELATING TO SITE REMEDIATION
PROJECTS.

The Committee on Energy, Environmental Protection and Public Utilities
submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having had a meeting on Tuesday, January 6, 1998 and having had under consideration an ordinance signed by The Honorable Richard M. Daley, Mayor, relating to site remediation projects, 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) VIRGINIA A. RUGAI,
Chairman.

On motion of Alderman Rugai, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-30-030 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

2-30-030 Commissioner -- Powers And Duties Designated.

The commissioner of the environment shall have the following powers and duties:

* * * * *

(21) To enter into grant agreements, cooperation agreements and other agreements or contracts with governmental entities, private business and civic and community groups necessary to implement the Green Streets Program and other urban forestry, beautification and environmental enhancement programs; and agreements to implement the State of Illinois Site Remediation Program *and other programs to remediate contaminated sites;*

* * * * *

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

AMENDMENT OF TITLE 11, CHAPTER 4, SECTION 1520 OF
MUNICIPAL CODE OF CHICAGO BY EXTENSION
OF LANDFILL MORATORIUM UNTIL
FEBRUARY 1, 2000.

The Committee on Energy, Environment Protection and Public Utilities submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having held a meeting on Tuesday, January 6, 1998 and having had under consideration an ordinance introduced by the Department of Environment, extending the city's landfill moratorium until February 1, 2000, 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) VIRGINIA A. RUGAI,
Chairman.

On motion of Alderman Rugai, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 11-4-1520 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

11-4-1520 Permit -- Application.

(A) Application for a permit to operate a liquid waste handling facility, incinerator, resource recovery facility, sanitary landfill or transfer station, or any other facility which disposes, handles or treats waste shall demonstrate that the facility is designed, located and will be operated to protect the health, safety and welfare of the public, and shall be accompanied by the following:

- (1) written consent of the owner of the property or his authorized agent;
- (2) evidence of payment of real property taxes or evidence of exemption;
- (3) evidence that the facility is located in a district for which a variation in the nature of a special use may be obtained from the zoning board of appeals pursuant to the Chicago Zoning Ordinance, Title 17;
- (4) plot plan indicating the property boundaries; locations of buildings and ancillary structures; roads; boundaries of waste disposal, handling and storage areas; fences or other access control devices; location of fire protection facilities; and any other facilities/structures planned for site;
- (5) general layout of the facility and equipment including plans, descriptions and specifications necessary to describe the physical operating characteristics of the facility;

(6) plat of survey prepared by a professional land surveyor registered by the state of Illinois;

(7) legal description of the property boundary and limits of waste disposal, handling and storage areas prepared by a professional land surveyor registered by the state of Illinois;

(8) location and available capacity of utilities and calculations of the facility's utility needs;

(9) type of waste handled, disposed of or treated;

(10) estimated quantity of each waste type received, treated and disposed of per day;

(11) water pumping equipment, including descriptions of specifications, pumping capacity, back-up capacity and location within the facility;

(12) fire prevention measures, including a comprehensive fire prevention and response plan;

(13) security equipment, including measures to restrict all unauthorized access to the site;

(14) emergency procedures in event of equipment failure and a demonstration that sufficient back-up and emergency operating capacity exists to adequately process one (1) day's waste flow into the facility;

(15) emergency communication system;

(16) first aid equipment;

(17) drawings and specifications for all structures and fixed equipment including all drawings, specifications, analysis and calculations demonstrating that the facility can be operated as proposed and in a safe manner;

(18) device, apparatus or process used in the facility, including a waste flow diagram and a demonstration that all equipment, processes and staffing are capable of safely handling the intended quantities of waste at all points in the facility;

(19) storage capacity, including detailed calculations of the total disposal capacity and the storage capacity of any storage area or tipping floor;

(20) water drainage, including a demonstration that adequate systems exist to handle stormwater and wastewater flows generated at the site;

(21) means of vehicle access to and egress from the facility, including a description of points of ingress and egress from the facility for all vehicles, a designation of roads to be used by traffic generated by the facility, and a demonstration that the impact of the site-generated traffic on existing traffic flows will be minimized;

(22) parking facilities, including a demonstration that adequate on-site parking exists for all vehicles entering the site;

(23) employee facilities;

(24) rodent control, including a plan which provides for regular inspection, prevention and elimination of rodents;

(25) method of screening or fencing the facility from surrounding area, including a demonstration that the method of screening or fencing will adequately control noise, dust, blowing litter and will limit access to authorized persons;

(26) method for treatment of odors, including a plan which provides for the prevention of odors and the prompt elimination of odors that do occur;

(27) closure plan, including a decommissioning plan to be implemented upon closure of the facility, calculation of closure costs and demonstration that financing for closure is available;

(28) proposed buffer zone including a description of the extent and effectiveness of such zones;

(29) environment assessment as provided in the Chicago Zoning Ordinance, Title 17;

(30) any other information relating to operations, safety, facility design, and environmental impacts deemed necessary by the commissioner to ensure that the facility can operate as proposed and that it can operate in compliance with the provisions of this code and all other applicable local, state and federal laws and regulations.

(B) An application for a permit for a liquid waste handling facility shall be accompanied by the information required in section 11-4-1520(A), and, in addition, the following:

- (1) monitoring well locations, including a demonstration that the monitoring wells are located and constructed so that contamination of groundwater can be detected prior to leaving the site;
- (2) a plan for monitoring of constituents released from the facility, including maximum concentrations of constituents and frequency of monitoring; as well as a demonstration that the monitoring parameters are capable of detecting a release from the facility and a description of the statistical basis for the selected monitoring parameters;
- (3) soil composition, including a hydroecological investigation of the site and the surrounding area;
- (4) a description of all safety equipment and spill response procedures;
- (5) plans for safety dikes, including a demonstration that sufficient secondary containment facilities exist for all lagoons, impoundments and tanks;
- (6) composition and method of construction of pit liners, including a construction quality assurance plan that will provide sufficient data to demonstrate that the liner will prevent contamination of the surrounding environment.

(C) An application for a permit for a sanitary landfill shall be accompanied by the information required in section 11-4-1520(A) and, in addition, the following:

- (1) monitoring well locations, including a demonstration that the monitoring wells are located and constructed such that contamination of groundwater can be detected prior to leaving the site;
- (2) a plan for monitoring of constituents released from the landfill, including maximum concentrations of constituents and frequency of monitoring; as well as a demonstration that the monitoring parameters are capable of detecting a release from the facility and a description of the statistical basis for the selected monitoring parameters;

(3) soil composition, including a hydrogeological investigation of the site and the surrounding area;

(4) composition and method of construction of pit liners, including a construction quality assurance plan that will provide sufficient data to demonstrate that the liner will prevent contamination of the surrounding environment;

(5) type of cover, including the source, composition, and quantities available for daily, intermediate and final cover;

(6) fill direction, including a phasing plan and schedule for construction and waste disposal activities throughout the life of the facility;

(7) proposed grade of the landfill, including a topographic map of the final grades and a demonstration that the final grades of the landfill will have stable slopes and will prevent erosion of the final cover;

(8) leachate collection method and procedure, including a demonstration that the leachate collection system is capable of maintaining a maximum leachate head on the liner of one foot throughout the entire landfill and a plan for the storage and treatment of the leachate;

(9) methane recovery systems, including a demonstration that the system is capable of preventing the migration of methane to surrounding properties or to the atmosphere, and that the system is capable of collecting, storing and utilizing methane emissions in an environmentally sound manner;

(10) method of erosion control, including a demonstration that such methods are effective in preventing erosion at the site;

(11) closure plan, including a closure and long-term care plan which demonstrates that the facility will not contaminate the surrounding soil, air, and water and will not threaten public health and safety; a calculation of closure costs; and a demonstration that financing for closure of the site is available.

(D) An application for a permit for a transfer station shall be accompanied by the information required in section 11-4-1520(A) and, in addition, the following:

(1) type of vehicles used;

(2) name and location of all solid waste disposal facilities to which waste from the station will be hauled, including the proposed routes and travel times to the solid waste disposal facility;

(3) method of volume reduction utilized, including specifications and operating procedures for any equipment used for volume reduction;

(4) method of curtailing windblown materials;

(5) daily cleanup procedures, including a plan for the facility which will minimize odors, bacteria, disease-bearing animals or insects and rodents;

(6) a plan that demonstrates that all waste will be removed from the facility at the end of each operating day.

(E) An application for a permit for an incinerator or resource recovery facility shall be accompanied by the information required in section 11-4-1520(A) and, in addition, the following:

(1) air pollution control devices or measures;

(2) method of ash disposal;

(3) location of site for ash disposal;

(4) front end recycling plans for feasible and optimal recovery of materials.

(F) Prior to February 1, [1998] 2000, notwithstanding any provision of this chapter: (1) no permit shall be issued nor modification of any permit allowed for the expansion of any existing sanitary landfill or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, and (2) no permit shall be issued for the creation or operation of a new sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal. The commissioner shall not issue or modify any permit subject to the restrictions in section 11-4-1520(F) to any person including any applicant whose application was pending prior to the passage of this ordinance.

(G) The commissioner shall render a decision concerning an application for a facility which handled treats or disposes of waste pursuant to sections 11-4-250, 11-4-1500 and 11-4-1520 within 180 days after a complete application, permit fee and bond required by section 11-4-370 have been filed with the

commissioner's office, unless the commissioner makes a determination that additional information or additional time is needed to review the application. Provided, however, that the commissioner may not take more than 90 additional days to render a decision. Additional information that the commissioner may request includes, but is not limited to: technical and design documents; procedural plans; environmental assessments; information which relates to operations, safety, facility design and environmental assessments; information which relates to operations, safety, facility design and environmental impacts; and information which the commissioner deems necessary to ensure that the facility can operate as proposed and in compliance with the provisions of this code and all other applicable local, state and federal laws.

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

COMMITTEE ON HOUSING AND REAL ESTATE.

**REAPPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF NORTHWEST HOME
EQUITY COMMISSION.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998

To the President and members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by the Mayor's Office reappointing Joseph F. Crutchfield, Ruben C. Lopez and Jane Sobczyk as members of the Northwest Home Equity Commission for the term expiring June 28, 2000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Joseph F. Crutchfield, Mr. Ruben C. Lopez and Mrs. Jane Sobczyk as members of the Northwest Home Equity Commission were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

SALE OF VARIOUS CITY-OWNED PROPERTIES
TO NEIGHBORSPEACE, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ten ordinances by the Department of Planning and Development authorizing the transfer of city-owned vacant sites to NeighborSpace, Inc. at the following locations:

1900 North Clark Street
2100 South Emerald Avenue
3401 West Flournoy Street
3817 West Flournoy Street
815 -- 817 North Harding Avenue
1715 -- 1725 West Juneway Terrace
4055 -- 4059 North Kenmore Avenue
7032 -- 7034 South Merrill Avenue
1900 -- 1930 West Monterey Avenue
740 West 21st Place,

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

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

1900 North Clark Street.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell, or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 1900 North Clark Street, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest, a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

C.T.A. Site Lincoln Park I Disposition Parcel P-53.

Legal Description.

A 6,531 square foot site generally bounded by North Clark Street on the east and North Wisconsin Avenue on the south and best known as Disposition Parcel P-53 in the Lincoln Park I Conservation Area of the Department of Urban Renewal, also identified by Permanent Index Number 14-33-404-025, Lot 12 in Block 37,

in subdivision of Lots 13 to 23, inclusive, in Block 37 in Canal Trustee's Subdivision, et cetera, located in the west half of the southeast quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois.

2100 South Emerald Avenue.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois, not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell, or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 2100 South Emerald Avenue, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest, a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Emerald Triangle (Parcel 1).

Legal Description.

Parcel 1 fronts on 87 feet on West 21st Street and extends 110 feet southwest along the west elevation of South Emerald Avenue to a public alley for a total of 7,150 square feet and that part of Lots 44 and 45 and all of Lots 46 and 47 in the subdivision of the north half of Block 39 of Canal Trustee's Subdivision aforementioned in Cook County, Illinois, described as follows:

beginning at the northwest corner of Lot 47; thence south along the west line of Lot 47 a distance of 100.00 feet to a point on the southerly line of said Lots 44 through 47; thence east along said southerly line a distance of 56 feet; thence northeasterly along a straight line to a point on the northerly line of said lots, 87 feet east of the northwest corner of Lot 47; thence west along said northerly line being also the southerly line of West 21st Street a distance of 87 feet to the point of beginning for a total of 7,150 square feet. It is also identified by Permanent Index Numbers 17-21-328-009, 17-21-328-010 and 17-21-328-011 and it is located in the west half of the southwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois.

3401 West Flournoy Street.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 3401 West Flournoy Street, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest, a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

3400 Flournoy Block Club Garden.

Legal Description.

A parcel of land bounded by West Flournoy Street, South Homan Avenue, the alley parallel to and south of West Flournoy Street and a line parallel to and approximately 48.31 feet west of the west line of South Homan Avenue, an area also identified by the Permanent Index Number 16-14-405-020, Lots 1 and 2 in Block 7, in George K. Shoenberger'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 Chicago, Illinois, County of Cook and State of Illinois.

3817 West Flournoy Street.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State

of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell, or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 3817 West Flournoy Street, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest, a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

3800 West Flournoy Block Club Community Garden.

Legal Description.

A parcel of land bounded by West Flournoy Street, the 16 foot north/south alley first west of South Independence Boulevard, the 16 foot east/west alley first south of West Flournoy Street and a line parallel to and approximately 25 feet west of the above said north/south alley west of South Independence Boulevard, an area also identified by the Permanent Index Number 16-14-306-

019, Lot 11 in Harrison and Price's Subdivision of Lot 2 in Block 2 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 the City of Chicago, County of Cook and State of Illinois.

815 -- 817 North Harding Avenue.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc., was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 815 -- 817 North Harding Avenue, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Super Block Park.

Legal Description.

A parcel of land generally bounded by North Harding Avenue, the alley parallel to and first east of North Harding Avenue, the alley parallel to and first north of West Chicago Avenue and the north line of Lot 31 in Block 8 in Thomas J. Divens Subdivision of the west half, southwest quarter and the east half, northwest quarter, southwest quarter Section 2, Township 39 North, Range 13 East of the Third Principal Meridian in Chicago, Illinois, County of Cook and State of Illinois, an area also known by the Permanent Index Numbers, 16-02-326-017 and 16-02-326-018.

1715 -- 1725 West Juneway Terrace.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 1715 -- 1725 West Juneway Terrace, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc. an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Howard Area Community Garden.

Legal Description.

A parcel of land located southeast of the intersection of West Juneway Terrace and North Hermitage Avenue bounded by West Juneway Terrace, the alley parallel to and first east of North Hermitage Avenue, North Hermitage Avenue and a line parallel to and approximately 120 feet south of West Juneway Terrace, also identified by Permanent Index Number 11-30-215-001, Lots 1, 2 and 3 in Block 9 in Gundersons North Birchwood Subdivision of Blocks 4 to 17 both included, David P. O'Leary's Subdivision et cetera in the northeast quarter, Section 30, Township 41 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois.

4055 -- 4059 North Kenmore Avenue.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell,

or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 4055 -- 4059 North Kenmore Avenue, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Ginkgo Organic Garden.

Legal Description.

A parcel of land bounded by North Kenmore Avenue; the alley parallel to the first east of North Kenmore Avenue a line parallel to and approximately 600 feet south of the alley first south of West Buena Avenue a line parallel to and approximately 550 feet north of West Irving Park Road; and area also identified by Permanent Index Numbers 14-17-404-018, 14-17-404-019 and 14-17-404-020 as Lots 1, 2 and 3 in subdivision of Lot 12 and the north 12½ feet of Lot 13 in the subdivision of Block 6 and the west 205 feet of Lots 18 and 21 of Igleharts Subdivision in the west half of the southeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois.

7032 -- 7034 South Merrill Avenue.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell, or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 7032 -- 7034 South Merrill Avenue, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest, a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

7000 South Merrill Community Garden.

Legal Description.

A parcel of land bounded by South Merrill Avenue; the 1600 north/south alley first west of South Merrill Avenue, a line parallel to and 225.75 feet north of East 71st Street and a line 275.25 feet north of East 71st Street, and area also identified by Permanent Index Number 20-24-423-018 as Lot 18 in Block 3 in Commissioner's Partition being a subdivision of the south half, of the southwest quarter of the southeast quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois.

1900 -- 1930 West Monterey Avenue.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 1900 -- 1930 West Monterey Avenue, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest, a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

*Edna White Community Garden.
(Disposition Parcel P-2 In The Monterey-Vincennes Slum And
Blighted Area Redevelopment Project.)*

Legal Description.

A parcel of land generally bounded by West Monterey Avenue, South Homewood Avenue, the alley first north of West Monterey Avenue and a line

parallel to and approximately 80 feet west of the west line of South Esmond Street including Lots 17 through 25 and the west 3 feet of Lot 16 in Block 52 of Washington Heights, Washington Heights being a resubdivision on Lots 1 and 2 in Block 13, and all of Block 14, Lots 7 to 63, inclusive, in Block 20, Lots 1, 2 and 3 in Block 21 and all of Blocks 24, 25, 28 and 29, all in Sections 18 and 19, also a subdivision of the west half of northwest quarter of Section 20 and that portion of the east half of the southwest quarter of Section 19, east of South Prospect Avenue, also identified as Permanent Index Numbers 25-18-419-016, 017, 018, 019, part of 022, 023 024, all in Township 37 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois.

740 West 21st Place.

WHEREAS, There is lack of sufficient open space in the city for recreational and aesthetic uses and as a result there is a need to develop small open spaces as parks, gardens and natural areas for public use for the benefit of the citizens of the City of Chicago ("City"); and

WHEREAS, On March 26, 1996, Journal of the Proceedings of the City Council, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District ("Park District") and the Cook County Forest Preserve District ("Forest Preserve") to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the property legally described on Exhibit A attached hereto and commonly known as 740 West 21st Place, Chicago, Illinois ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the property for the purpose of operating a community garden; now, therefore,

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

SECTION 1. The City hereby approved the sale of the Property described herein to NeighborSpace, Inc., an Illinois not-for-profit corporation, for the sum of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk shall attest a quitclaim deed conveying title to NeighborSpace, Inc.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Emerald Triangle (Parcel 2).

Legal Description.

Parcel 2 fronts on 29 feet on West 21st Place and extends 110 feet northeast along the east elevation of South Emerald Avenue to a public alley for a total of 4,300 square feet and legally described as:

that part of Lots 12 and 13 and all of Lot 14 in the subdivision of the south 4.20 acres of Block 38 of Canal Trustee's Subdivision of the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian and so much of the southeast quarter as lies west of the south branch of the Chicago River, in Cook County, Illinois, described as follows:

beginning at the northwest corner of said Lot 14; thence south along the west line of Lot 14 a distance of 100.00 feet to a point on the southerly line of Lots 12, 13 and 14 (said line being also being the northerly line of West 21st Place); thence east along said line a distance of 29 feet; thence northeasterly along a straight line to a point on the northerly line of said lots, 87.0 feet east of the northwest corner of said Lot 14; thence west along said northerly line a distance of 57 feet to the point of the beginning for a total of 4,300 square feet; an area also identified by Permanent Index Numbers 17-21-328-019, 17-21-328-020 and 17-21-328-021 in the west half of the southwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois.

SALE OF CITY-OWNED PROPERTY AT 4554 SOUTH
GREENWOOD AVENUE TO CHICAGO PARK
DISTRICT FOR EXPANSION OF
HYACINTH PLAYLOT PARK.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

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 located at 4554 South Greenwood Avenue to the Chicago Park District for the expansion of the Hyacinth Playlot Park, 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Chicago Park District ("Park District"), 425 East McFetridge Drive, Chicago, Illinois 60605, desires to acquire the Property from the City for the purpose of expanding the park facilities commonly known as Hyacinth Playlot Park; 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 Park District in the amount of One and no/100 Dollars (\$1.00).

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 Park District. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is used for park purposes.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Description:

Lot 6 (except the north 10 feet and except the west 40 feet thereof) and Lot

7 (except the west 40 feet thereof) in McCormick's Subdivision of the southeasterly part of Block 6 in the subdivision of the east half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4554 South Greenwood Avenue
Chicago, Illinois 60653.

Permanent Tax Number:

20-02-313-058.

SALE OF CITY-OWNED PROPERTY AT 1807 SOUTH
THROOP STREET TO CHICAGO PARK
DISTRICT FOR EXPANSION OF
THROOP PLAYLOT PARK.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

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 located at 1807 South Throop Street to the Chicago Park District for the expansion of the Throop Playlot Park, 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, The Chicago Park District ("Park District"), 425 East McFetridge Drive, Chicago, Illinois 60605, desires to acquire the Property from the City for the purposes of expanding the park facilities located at 1807 South Throop Street and commonly known as Throop Playlot Park; 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 Park District in the amount of One and no/100 Dollars (\$1.00).

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 Park District. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is used for park purposes.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Description:

Lot 94 in S. S. White's Subdivision of Block 8 in Johnston and Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1807 South Throop Street
Chicago, Illinois 60608.

Permanent Tax Number:

17-20-315-002.

SALE OF CITY-OWNED PROPERTIES AT 6901 -- 6907 SOUTH
MAY STREET AND 1135 -- 1145 WEST 69TH STREET
TO COUNTY OF COOK FOR CONSTRUCTION
OF HEALTH CENTER.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

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 located at 6901 -- 6907 South May Street and 1135 -- 1145 West 69th 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant parcels of property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The County of Cook, a body politic and corporate ("Grantee"), 118 North Clark Street, Chicago, Illinois 60602, has offered to purchase the Property from the City for the purpose of constructing a health center with off-street parking thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee for nominal consideration.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with a health center and off-street parking lot within eighteen (18) months from the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon the issuance of a certificate of occupancy in the City of Chicago.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Parcel Number 1.

Legal Description:

Lots 45 to 48 in Block 11 in Lee's Subdivision of the west half of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6901 -- 6907 South May Street.

Permanent Tax Numbers:

20-20-417-001, 002, 003 and 004.

Parcel Number 2.

Legal Description:

Lots 1, 2, 3, 4 and 5 in Block 12 in Lee's Subdivision of the west half of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1135 -- 1145 West 69th Street.

Permanent Tax Number:

20-20-416-018.

SALE OF CITY-OWNED PROPERTY AT 1429 WEST TAYLOR
STREET TO NATIONAL ITALIAN-AMERICAN SPORTS
HALL OF FAME FOR CONSTRUCTION OF
MUSEUM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the sale of Parcel B-75, located at 1429 West Taylor Street in the Near West Side Conservation Area, to the National Italian-American Sports Hall of Fame, 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to its home rule powers, the City established the Community Development Commission ("Commission"); and

WHEREAS, The Commission assumed the functions of the former Department of Urban Renewal to endeavor to redevelop blighted and conservation areas; and

WHEREAS, The former Department of Urban Renewal and the City Council of the City of Chicago ("City Council") heretofore approved the Near West Side Conservation Plan, as amended (the "Plan") for the Near West Side Conservation Area; and

WHEREAS, On October 24, 1997, the Commission authorized the advertisement of the Department of Planning and Development's (the "Department") intention to enter into a negotiated sale with the National Italian-American Sports Hall of Fame (the "Developer") for the redevelopment of Disposition Parcel B-75 in the Near West Side Conservation Area, approved the request to advertise for alternative proposals, and approved the designation of the National Italian-American Sports Hall of Fame as the developer if no alternative proposals are received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and request for alternative proposals appeared in the *Chicago Sun-Times* on October 24, 1997 and October 31, 1997; and

WHEREAS, No alternative proposals were received by the deadline; and

WHEREAS, The Developer has offered to pay One and no/100 Dollars (\$1.00) for Parcel B-75 and has proposed to construct the National Italian-American Sports Hall of Fame Museum to honor Italian-American sports athletes and distinguished Italian-Americans; and

WHEREAS, The Commission approved the sale of Parcel B-75 to the National Italian-American Sports Hall of Fame on July 9, 1997 by Resolution 97-CDC-72; now, therefore,

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

SECTION 1. The sale of Parcel B-75 in the Near West Side Conservation Area to the National Italian-American Sports Hall of Fame, as recommended by the Community Development Commission is hereby approved as follows:

Location	Permanent Index Number	Total Square Feet	Total Price
1429 West Taylor Street	17-17-325-036	6,390	\$1.00

Such approval is expressly conditioned upon the City entering into a Redevelopment Agreement with the Developer on terms agreeable to the Department and the Corporation Counsel.

SECTION 2. The Commissioner of the Department of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a Redevelopment Agreement with the Developer for the redevelopment of Parcel B-75 and to execute such other documents as may be necessary to implement the sale and redevelopment of Parcel B-75, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed for Parcel.

SECTION 4. This ordinance shall be effective upon its passage.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT
1429 -- 1431 WEST TAYLOR STREET IN ACCORDANCE
WITH REDEVELOPMENT SCHEDULE FOR
NATIONAL ITALIAN-AMERICAN
SPORTS HALL OF FAME.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the acquisition of 1429 -- 1431 West Taylor Street in accordance with the redevelopment schedule, 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago ("City Council") has approved the acquisition of certain property in an area bounded by the Dwight D. Eisenhower Expressway on the north, South Ashland Boulevard on the west,

West Roosevelt Road on the south, and South Blue Island Avenue and the alley between South Miller Street and South Morgan Street on the east pursuant to the Near West Side Conservation Area Plan; said property is described in Exhibit A attached hereto and incorporated herein (hereinafter the "Site"); and

WHEREAS, The National Italian-American Sports Hall of Fame has proposed to acquire the site from the City for the purpose of constructing the National Italian-American Sports Hall of Fame Museum to honor Italian-American sports athletes and distinguished Italian-Americans; and

WHEREAS, The General Assembly, in Chapter 110, Illinois Compiled Statutes Section 7-103 ("Quick-Take Statute") has authorized the use of "Quick-Take" eminent domain proceedings for the purposes set forth in Divisions 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas; and

WHEREAS, The City of Chicago is a home rule unit of local government pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, It is necessary for the City to acquire the Site in accordance with the schedule contained herein; now, therefore,

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

SECTION 1. The City Council hereby determines that acquisition of the Site in accordance with the schedule adopted herein is necessary and required for the above described purposes.

SECTION 2. A schedule for the redevelopment of the Site is hereby adopted as follows:

- (a) Acquisition of title to the Site by the City on or before February 15, 1998.
- (b) Relocation completed on or before May 15, 1998.
- (c) Demolition completed on or before May 15, 1998.
- (d) Conveyance to the National Italian-American Sports Hall of Fame on or before May 15, 1998.
- (e) Commencement of construction of museum on or before June 1, 1998.

- (f) Completion of museum on or before June 1, 1999.

SECTION 3. It is hereby found and declared that it is necessary to acquire the Site by "Quick-Take" condemnation proceedings in order to comply with the foregoing schedule duly adopted by the City Council for the redevelopment of the Site.

SECTION 4. The Corporation Counsel is hereby authorized and directed to proceed immediately to acquire fee simple title to the Subject Property pursuant to the "Quick-Take" provisions of the Illinois Code of Civil Procedure.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Lots 10 and 11 in Stinson's Subdivision of Block 48 in Canal Trustee's Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1429 -- 1431 West Taylor Street, Chicago, Illinois).

AUTHORIZATION FOR ACQUISITION OF PROPERTY IN AREA
BOUNDED BY WEST DIVISION STREET, NORTH ORLEANS
STREET, WEST ELM STREET AND NORTH SEDGWICK
STREET IN ACCORDANCE WITH SCHEDULE FOR
CONSTRUCTION OF CHICAGO PARK
DISTRICT FACILITIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing the acquisition of property located at West Division Street and North Orleans Street for park purposes in accordance with the redevelopment schedule, 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago ("City Council") has approved the acquisition of certain property in an area bounded by West Division Street on the north, North Orleans Street on the east, West Elm Street on the south and vacated North Sedgwick Street on the west pursuant to the

Chicago/Orleans Redevelopment Plan; said property is described in Exhibit A attached hereto and incorporated herein (hereinafter the "Site"); and

WHEREAS, The Chicago Park District has proposed to acquire the site from the City for the purpose of constructing public park facilities; and

WHEREAS, The General Assembly, in Chapter 110, Illinois Compiled Statutes, Section 7-103 ("Quick-Take Statute") has authorized the use of "Quick-Take" eminent domain proceedings for purposes set forth in Divisions 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purpose being the redevelopment of commercial or business areas by removing commercial blight for redevelopment purposes, and for the same purposes, when established pursuant to home rule powers; and

WHEREAS, The City of Chicago is a home rule unit of local government pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City Council previously designated the Chicago/Orleans Redevelopment Project Area for the purpose of redeveloping a commercial area by removing commercial blight; and

WHEREAS, The acquisition of the Site will cause the removal of commercial blight and will permit the development of public park facilities which are necessary in part to replace those facilities located in the surrounding area north of West Division Street which will be relocated due to commercial development which is taking place at that location; and

WHEREAS, Given the seasonal nature of the development of park facilities it is necessary for the City to acquire the Site in accordance with the schedule contained herein; now, therefore,

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

SECTION 1. The City Council hereby determines that acquisition of the Site in accordance with the schedule adopted herein is necessary and required for the home rule public purpose of removing commercial blight.

SECTION 2. A schedule for the redevelopment of the Site is hereby adopted as follows:

- (a) Acquisition of title to the Site by the City on or before February 1, 1997.
- (b) Relocation completed on or before May 1, 1998.

- (c) Demolition completed on or before May 15, 1998.
- (d) Conveyance to Chicago Park District on or before May 15, 1998.
- (e) Commencement of construction of park facilities on or before May 15, 1998.
- (f) Completion of park facilities on or before July 1, 1998.

SECTION 3. It is hereby found and declared that it is necessary to acquire the Site by "Quick-Take" condemnation proceedings in order to comply with the foregoing schedule duly adopted by the City Council for the redevelopment of the Site.

SECTION 4. The Corporation Counsel is hereby authorized and directed to proceed immediately to acquire fee simple title to the subject property pursuant to the "Quick-Take" provisions of the Illinois Code of Civil Procedure.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Chicago/Orleans Redevelopment Area

Parcel 6-2

1149 -- 1157 North Sedgewick Street/407 -- 411 West Division Street,

Chicago, Illinois

Permanent Index Number 17-04-308-016-0000

Lots 2, 3 and 4 in subdivision of Lot 6 (except the south 5 feet thereof) in Block 1 in Roger's Subdivision of that part of the northeast quarter of the southwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Chicago/Orleans Redevelopment Area

Parcel 5-18

1142 North Orleans Street,

Chicago, Illinois

Permanent Index Number 17-04-400-016-0000

The north half of Lot 3 in Block 4 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Chicago/Orleans Redevelopment Area

Parcel 5-14

1130 North Orleans Street,

Chicago, Illinois

Permanent Index Number 17-04-400-019-0000

Permanent Index Number 17-04-400-020-0000

The north half of Lot 1 in Block 4 in Johnston, Roberts and Storr's Addition to Chicago in the west half of the southeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Also

the south half of Lot 2 in Block 4 in Johnston, Roberts and Storr's Addition to Chicago in the west half of the southeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1/14/98

REPORTS OF COMMITTEES

59917

Chicago/Orleans Redevelopment Area

Parcel 5-13

1128 North Orleans Street,

Chicago, Illinois

Permanent Index Number 17-04-400-021-0000

The south half of Lot 1 in Block 4 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION OF VARIOUS PROPERTIES
FOR RESIDENTIAL DEVELOPMENT WITHIN 49TH STREET/
ST. LAWRENCE REDEVELOPMENT
PROJECT AREA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

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 City of Chicago to acquire the parcels located at:

4950 South Champlain Avenue

4956 South Champlain Avenue

4858 South St. Lawrence Avenue

600 East 50th 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago (the "City Council") on January 10, 1996 and published at pages 14358 -- 14431 of the Journal of the Proceedings of the City Council of such date, a certain redevelopment plan and project (the "Plan") for the 49th Street/St. Lawrence Avenue Redevelopment Project 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 January 10, 1996 and published at pages 14432 -- 14436 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 January 10, 1996 and published at pages 14436 -- 14442 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, Since the 49th Street/St. Lawrence Avenue T.I.F. District was established, the Plan and use of tax increment financing have been successful in providing a mechanism to support new growth through leveraging private investment, helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development; and

WHEREAS, The parcels identified on Exhibit A ("Subject Parcels") attached hereto are located within the Area; and

WHEREAS, It is necessary to acquire the Subject Parcels for residential development in order to achieve the objectives of the Plan; and

WHEREAS, Pursuant to Resolution 97-CDC-92, adopted by the Community Development Commission of the City of Chicago (the "Commission") on October 14, 1997, the Commission recommended the acquisition of the Subject Parcels; now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago ("City") acquire for a public purpose or for public purposes for the Department of Housing, the Subject Parcels described in Exhibit A, attached hereto.

SECTION 2. The Commissioner of the Department of Housing ("Commissioner") is authorized to negotiate with the owners for the purchase of the Subject Parcels.

SECTION 3. If the Commissioner and the owners are able to agree on the terms of the purchase, the Commissioner is authorized to purchase the property in the name of and on behalf of the City for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owners of the Subject Parcels on the terms of the purchase, or if the owners are incapable of entering into such a transaction with the City, or if the owners cannot be located, then the Commissioner may request the Corporation Counsel to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Subject Parcels under the City's power of eminent domain.

SECTION 4. The Commissioner 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 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Address	Permanent Index Number
4950 South Champlain Avenue	20-10-219-016
4956 South Champlain Avenue	20-10-219-017
4858 South St. Lawrence Avenue	20-10-210-035
600 East 50 th Street	20-10-219-008

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH PUBLIC BUILDING COMMISSION OF
CHICAGO FOR ACQUISITION OF PROPERTY AT
62 -- 64 EAST RANDOLPH STREET AND
70 EAST RANDOLPH STREET FOR
DEPARTMENT OF CULTURAL
AFFAIRS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Public Building Commission of Chicago authorizing the acquisition of property, to be used by the Department of Cultural Affairs, located at 62 -- 64 and 70 East Randolph 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Legislature of the State of Illinois passed an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955, as amended (the "Act"); and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental health, safety and welfare services; and

WHEREAS, On March 18, 1956, the City Council (the "City Council") of the City of Chicago (the "City") created the Public Building Commission of Chicago (the "Commission") pursuant to the Act for the purpose of facilitating the acquisition and construction of public buildings and facilities for use by local public agencies in providing essential governmental services; and

WHEREAS, The City has determined that it is in the best interests of the public that the Commission undertake a project (the "Project") involving the acquisition, construction, repair and renovation of the property located at 62--64 East Randolph Street and 70 East Randolph Street, as legally described on Exhibit A-1 (the "Property") for use by the Department of Cultural Affairs of the City in the furnishing of essential governmental services; and

WHEREAS, At the request of the Department of Cultural Affairs of the City, on August 12, 1997, the Board of Commissioners of the Commission passed a resolution designating the Property for acquisition and construction of a gallery, studios and administrative offices; and

WHEREAS, The Property lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for such purposes; and

WHEREAS, The City desires that the Commission undertake the Project on its behalf pursuant to the provisions of the Act, the Municipal Code of Chicago and the terms of the intergovernmental agreement between the Commission and the City substantially in the form attached hereto as Exhibit A; 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 reference.

SECTION 2. The City Council hereby approves the Property, which was heretofore selected, located and designated by the Commission, pursuant to the provisions of Section 14 of the Act, for acquisition and construction of facilities to be used by the Department of Cultural Affairs of the City in providing gallery, studios, administrative offices, a retail store and other cultural programs.

SECTION 3. The Mayor or his designee is hereby authorized to execute, subject to the approval of the Commissioner of the Department of Cultural Affairs, the Budget Director and the Corporation Counsel, an intergovernmental agreement between the City of Chicago and the Public Building Commission of Chicago substantially in the form attached hereto as Exhibit A, and such other documents as are necessary to effectuate said agreement for the purpose of undertaking the Project.

SECTION 4. The Mayor or his designee is further authorized to grant such right of entry to City-owned property as may be necessary for the purpose of implementing the Project.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibits "A" and "A-1" referred to in this ordinance read as follows:

Exhibit "A".

*Master Intergovernmental Agreement Between
The City Of Chicago And The Public
Building Commission Of Chicago.*

*(62 -- 64 East Randolph Street And
70 East Randolph Street)*

This Master Intergovernmental Agreement (the "Master Agreement"), dated as of _____, 1997 is made by and between the City of Chicago, an Illinois municipal corporation, having its principal offices at City Hall, 121 North La Salle Street, Chicago, Illinois 60602 (the "City") and the Public Building Commission of Chicago, an Illinois municipal corporation having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission").

Recitals.

A. The City is a home rule unit of local government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives.

B. On March 18, 1956, the City Council of the City created the Commission pursuant to the Public Building Commission Act of the State of Illinois (the "Act") for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services.

C. The Commission has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago, the Chicago Park District and the Board of Trustees of Community College District Number 508, County of Cook and State of Illinois.

D. The City and its various agencies and departments from time to time require the acquisition, repair, renovation, alteration or construction of buildings and facilities in order to conduct governmental programs and activities related to the health, safety and welfare of the inhabitants of the City.

E. The City has proposed that the Commission undertake a project (the "Project") on behalf of the Department of Cultural Affairs (the "Department" or "User") of the City involving the acquisition, construction, rehabilitation, renovation, restoration, and repair of certain cultural and administrative facilities for ownership and use by the City in the furnishing of essential governmental services with funds to be paid by the City.

F. The parties have determined that it is in their best interests to enter into this Master Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project.

G. The Commission, in undertaking its obligations under the Master Agreement, covenants to the City that it shall be bound by the terms and provisions of the Master Agreement and the applicable provisions of the Act and the Municipal Code of the City.

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

Definitions.

For all purposes of the Master Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Act: The Public Building Commission Act of the State of Illinois, 50 ILCS 20/1, et. seq. (1994), as amended from time to time.

Authorized City Representative: The Budget Director of the city, including the duly designated representatives thereof, who is designated by the city as the person to whom notices shall be given pursuant to this Master Agreement and otherwise act as the city's representative in implementing the financial requirements of this Master Agreement.

Authorized Commission Representative: The person or entity employed or retained by the commission to provide construction management, administration and coordination services with respect to the project.

Authorized User Representative: The person designated by the department for the purpose of providing information regarding the program requirements of the department, assisting in the development of the building program for the project, conducting periodic inspections and otherwise participating in the oversight and coordination of the project on behalf of the department.

Board: The Board of Commissioners of the Public Building Commission of Chicago.

Budget: The amount determined by the city and the commission as the estimated cost of acquiring and completing the project. For purposes of this Master Agreement, the term "Budget" includes, as the case may be, preliminary budget(s) established by the city and final budget(s) as determined by the city and the commission as a result of the review process more fully described in Section 2.2 hereof.

Building Program: The requirements of the department with respect to the nature, scope and extent of the project including, but not limited to the size, type, function, spatial relationships and materials to be used in the design and construction of the project.

City: The city of Chicago, an Illinois municipal corporation.

City Council: The city council of the City.

Commission: The Public Building Commission of Chicago, a municipal corporation.

Contract: The contract, including all of the contract documents as described therein, providing all labor, materials and other work, for the construction, repair or renovation of the Project. For purposes of this Master Agreement, the term "contract" may include a design/build contract, general contract or construction management contract.

Contract Documents: The drawings, specifications and program requirements (including civil, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) for the project as approved by the Authorized User Representative for compliance with the approved Building Program.

Contractor: The contractor which contracts with the Commission to perform services and provide work in connection with the construction, repair or renovation of the project. For purposes of this Master Agreement, the term "contractor" may include a design/builder, general contractor, construction manager or other consultants engaged by the Commission to complete the construction of the project.

Department: The Department of Cultural Affairs of the City.

Executive Director: The executive director or acting executive director of the Commission or the duly designated representative thereof.

Final Acceptance: The date on which the Authorized Commission Representative in consultation with the Authorized User Representative determine that all of the requirements of the Contract for the construction, repair or renovation of the project have been completed.

Preliminary Acceptance: The date on which the Authorized Commission Representative in consultation with the Authorized User Representative determine that the project has been substantially completed (except for punch list work that will not materially interfere with the use and occupancy of the project) and the Contractor has delivered to the Commission a "Certificate of Occupancy" issued by the City for the project.

Project: The acquisition, design and/or construction, rehabilitation, renovation, restoration, or repair and equipping of the property commonly known as 62 -- 64 East Randolph Street and 70 East Randolph Street, as legally described in (Sub)Exhibit A hereof, and related and ancillary improvements thereon to be coordinated and managed by the Commission for the benefit of the Department and the City. The term "Project" does not include any work which may be undertaken by the Commission pursuant to the issuance of building revenue bonds by the Commission.

Project Account: An interest-bearing account to be established by the Commission for the deposit of funds advanced by the City to pay the costs of designing and constructing the Project undertaken by the Commission on behalf of the City as more fully described in Section 9.2 hereof.

Punch List Work: Minor adjustments, repairs or deficiencies in the construction of the Project as determined by the Authorized Commission Representative in consultation with the Authorized User Representative which must be completed prior to Final Acceptance and the issuance of the Certificate of Completion for the Project.

Schedule: The anticipated date or dates on which the Project or applicable portion thereof will be completed.

Site or Sites: The real estate parcels commonly known as 62 -- 64 East Randolph Street and 70 East Randolph Street, as legally described on (Sub)Exhibit A, and located within the City upon which the Project will be constructed.

Work: All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project or applicable portion thereof and which are required by incidental to or collateral to the Contract Documents.

Section I.

Incorporation Of Recitals And Definitions.

The recitations and definitions set forth above constitute an integral part of the Master Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section II.

Scope Of Project.

2.1. Project.

The Commission will coordinate and manage the design and construction of the Project at the Site or Sites. The Project will be undertaken by the Commission pursuant to the terms of this Master Agreement and applicable provisions of the Act and the Municipal Code of the City.

2.2 Review Of Project.

The parties by their designated representatives will review the scope of work required for the Project including the Building Program, the Budget, land acquisition requirements, assessments and/or remediation of environmental conditions, site preparation, scheduling and any other factors that may affect the

coordination or cost of the Project. The City will pay the costs of preliminary planning and development activities including architectural, engineering, environmental, survey, appraisal, and other costs and fees required for such review in accordance with the procedures described in Section IX hereof.

2.3 Implementation Of Project.

Upon completion of the review procedures described in 2.2 above, the parties shall approve in writing the Building Program and the final Budget for the Project. Following such approval, the Commission shall proceed with the implementation of the construction, repair or renovation of the Project.

Section III.

Responsibilities Of The Parties.

3.1 The Commission.

The Commission will undertake the coordination, management and administration of the Project in accordance with the terms and conditions of the Master Agreement, the Contract, the Act, and applicable legal requirements as more fully described on (Sub)Exhibits B-1 and B-2 entitled, "Specific Legal Requirements" attached hereto and incorporated by reference herein. Specific responsibilities of the Commission include, but are not limited to, the following:

3.1.1

Upon request by the City, acquire title to or such other interests in the Site or Sites as may be necessary or desirable for the development and construction of the Project;

3.1.2

Prepare or cause to be prepared the terms and conditions of the Contract, which shall be forwarded to the Authorized City Representative and/or Authorized User Representative, as directed by the City, for review prior to the solicitation of bids and/or proposals for the Work;

3.1.3

Solicit bids and/or proposals for the Contract and other Work as may be required for the construction, repair or renovation of the Project;

3.1.4

Engage the services of architectural, engineering and such other design and/or construction consultants as may be necessary for the completion of the Project, incorporating into the Contract with any such design entity the copyright provisions set forth on (Sub)Exhibit C attached hereto and incorporated herein by reference. Upon request by the City, the Commission shall assign to the City as soon as practicable any and all such copyrights which have been conveyed to the Commission;

3.1.5

Examine all documents submitted by the City, the User or the Contractor and render decisions pertaining thereto with reasonable promptness to avoid delay in the completion of the Project;

3.1.6

Obtain such surveys, title information, environmental tests and other reports and documents as may be necessary in order to determine the condition of the Site or Sites and factors that may affect the cost or completion of the Project;

3.1.7

Determine the types and amounts of insurance and bonds to be provided by the Contractor and other consultants during the construction of the Project and the sufficiency of evidence that such coverages are in force as more fully described in Section 8.2 and (Sub)Exhibit D September 2, 1997 hereof;

3.1.8

Require and procure from the Contractor waivers of all liens or rights of lien for labor and materials furnished by or through it in the construction of the Project prior to processing interim and final pay requests as more fully described in Section 7.4 hereof;

3.1.9

Require, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the City, the User and the Commission as more fully described in Section 8.1 hereof;

3.1.10

In consultation with the Authorized User Representative and the Authorized City Representative, approve any and all changes to the Contract Documents including increases or decreases in the scope of the work of the Contractor and adjustments in the contract price occasioned thereby;

3.1.11

Apply the funds deposited in the Project Account or otherwise paid by the City solely to obtain the full and faithful completion of the construction and development activities relating to the Project in accordance with the Budget unless otherwise authorized by the City;

3.1.12

Provide relocation assistance to persons and businesses displaced by the Project in a manner consistent with the relocation policies of the City; and

3.1.13

Provide such additional services as may be requested by the City or the User with respect to the Project provided that sufficient funds are available to pay the costs of such services.

3.2 The City.

The City, in consultation with the Commission and the User, shall determine the nature and scope of the Project. The City shall pay all costs of the development, construction, repair or renovation of the Project as set forth in the Budget for the Project. In no event shall the Commission be obligated to pay nor shall the Commission disburse any funds from the Project Account which exceed the overall Budget for the Project without the written approval of the City, provided, however, that the Commission may reallocate funds among line items within the Budget which do not increase the overall Budget for the Project as more fully described in Section 9.5 hereof. Specific responsibilities of the City include, but are not limited to, the following:

3.2.1

Provide information to the Commission regarding the requirements of the Department for the Building Program of the Project, including the design objectives, constraints and criteria, space requirements and relationships, and site requirements with reasonable promptness to avoid delay in the progress of the Project;

3.2.2

Provide a Budget for the Project which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the City and, in consultation with the Commission, determine the final Budget for the Project;

3.2.3

Designate the Authorized User Representative to act in the City's and Department's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to design and construction;

3.2.4

In consultation with the Commission, the Authorized User Representative and the Authorized City Representative shall approve change orders which cause the development and construction of the Project to exceed the overall Budget for the Project;

3.2.5

Pay all costs incurred in the development and construction of the Project as provided in the Budget for the Project;

3.2.6

Cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Site or Sites, and execute any applications for permit or the like as may be required in order to develop and construct the Project; and

3.2.7

Provide such additional assistance as shall be agreed by the parties.

*Section IV.**Site Availability And Access.*

4.1 Acquisition of the Site or Sites.

The City or the Commission may obtain all right, title and interest in and to the Site or Sites, which shall be free and clear of any encumbrances, zoning or other restrictions that preclude the use and development of the property for the intended purpose. At the request of the Department, the Board shall adopt a Site Designation Resolution approving such Site or Sites, which resolution shall be forwarded by the Commission to the City for approval by the City Council in accordance with the requirements of Section 14 of the Act. Any title or interest in the Site or Sites as may be acquired by the Commission shall be for the use and benefit of the City and title thereto shall be conveyed to the City as soon as

practicable following request by the City by customary documents of conveyance as approved by the City.

4.2 Right Of Entry.

It is expressly acknowledged and agreed that the Commission, its employees, consultants and the Contractor shall have the right to enter upon any Site or Sites owned by the City for purposes associated with developing, improving and constructing the Project without further authorization by the City. The City shall cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Site or Sites, and execute any applications for permits or the like as may be required in order to develop and construct the Project.

4.3 Unpermitted Encumbrances.

Neither the Commission nor the Contractor nor any of their respective commissioners, officials, representatives, agents, successors or assigns shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Site or Sites.

4.4 Relocation Assistance.

In the event that any persons or businesses are displaced as a result of the acquisition of any Site or Sites, such persons or businesses shall receive relocation assistance based upon the City's relocation procedures and practices as modified from time to time. The City shall provide the Commission with its current relocation procedures and practices and any amendments thereto.

Section V.

Environmental Conditions.

5.1 Reports And Studies.

The City shall provide to the Commission a copy of any studies and reports with regard to the environmental condition of the soil of the Site or Sites and the geology thereof which may have been obtained by the City. The City or the

Commission shall cause to be conducted any additional environmental reports and studies which are necessary for construction thereon.

5.2 Environmental Remediation.

In event that adverse environmental conditions of the Site or Sites are discovered during the construction, repair or renovation of the Project, the Commission will undertake the remediation of such adverse environmental condition with the right to utilize such funds as may be allocated in the Budget for such purpose. If, however, the cost of the environmental remediation action exceeds such funds, the Commission shall promptly notify the Authorized City Representative in writing, and the parties shall mutually agree in writing upon appropriate action to be taken to fund and complete such remediation. In the event the Commission shall have obtained title to such Site or Sites on behalf of the City, the City shall have the right to pursue all legal means available to recover the cost of such remediation from the former owner or owners of the Site or Sites.

Section VI.

Construction Of The Project.

6.1 Preparation Of Bid Documents.

The City shall provide the Commission with any preliminary documents for the Site or Sites as may be available to the City. The Commission shall determine whether to appoint an architect-of-record or other design entity to prepare design documents, issue a request for proposals which includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids or proposals for the construction of the Project. The Commission shall provide a copy of such design submittals as may be requested by the Department to the Authorized User Representative for review and timely approval to determine compliance with the Building Program.

6.2 Selection Of Contractor.

Upon completion of the bid documents, the Commission shall cause solicitation of bids or proposals for the construction of the Project. The Commission shall review and evaluate the bids or proposals submitted and conduct such investigations as may be necessary and appropriate to determine the qualifications of the bidders or proposers and the responsiveness of the bid or proposal. During the bid review period, the City shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Board shall appoint the Contractor submitting the lowest bid or proposal price and approve the award of the Contract.

6.3 Limited Applicability Of User's Approval.

Any approvals of the design documents or Contract Documents for the Project made by the User are for purposes of this Master Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City. Any such approval by the User pursuant to this Master Agreement also does not constitute approval of the quality, structural soundness or the safety of the Project.

6.4 Ownership Of Documents.

All documents, data, schematics, warranties, design documents, copyrights and Contract Documents with regard to the development and construction of the Project shall be the property of the City.

Section VII.

Administration Of The Project.

7.1 Enforcement Of Contract.

The Commission shall comply, and cause the Contractor to comply with the terms and conditions of the Contract including all applicable federal, state and local laws, codes, ordinances and orders. Such requirements include, but are not limited to, accessibility standards for persons with disabilities or environmentally-limited persons, Illinois Prevailing Wage Act, the Chicago

Human Rights Ordinance, E.E.O. and affirmative action requirements, Special Conditions regarding minority and women business enterprises and Chicago residents, all as more fully described on (Sub)Exhibit B-1 hereof.

7.2 Coordination With City And User.

The Commission shall apprise the Authorized User Representative of the status of progress regarding the Project on a monthly basis and upon request provide the User with copies of reports and other documents prepared for the Commission. As soon as reasonably practicable the Commission shall provide the Authorized User Representative with any information which may result in a request for a change order or require the expenditure of additional funds or resultant delays. The Authorized User Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Commission, the Contractor and others regarding the Project. The City and the User will provide to the Commission prompt, accurate and complete information regarding the programs and requirements of the User so that the progress of the Project will not be impeded. All data provided by the User shall be evaluated by the Commission, which shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

7.3 Payment And Performance Bond.

The Commission shall require the Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contractor will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the Commission. If the surety fails or is deemed by the Commission to be insufficient security for the payment of the bond, the Commission will require the Contractor to furnish an additional bond in such an amount as determined by the Commission. Any proceeds derived by the Commission as a result of the payment and performance bond shall be credited to the Project Account and applied as agreed by the Commission and the Authorized City Representative.

7.4 Waiver And Release Of Liens.

The Commission shall require and procure from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving of the Project. This provision shall be construed as being solely for the benefit of the Commission and the City and shall not confer any rights

hereunder for the benefit of the Contractor or its subcontractors. To ensure payment of lien claims, the Commission shall retain the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor in accordance with applicable Illinois statutory requirements.

7.5 Default By Contractor.

In the event that the Contractor defaults in its obligations to perform, the Commission shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the City and approval by the Board, the Commission shall assign any of its rights and remedies for default by the Contractor to the City.

7.6 Default By The Commission.

In the event that the Commission shall fail to perform its obligations under this Agreement, the City shall have the right to request that the Commission assign the Contract to the City.

Section VIII.

Indemnity And Insurance.

8.1 Indemnity.

Any Contract to be awarded by the Commission for the Project shall require the Contractor to indemnify, save and hold harmless the Commission, the City, the User and their respective commissioners, board members, officers, agents and employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Work as a result of any negligent or willful at or omission of the Contractor or its subcontractors or any of their employees or agents.

8.2 Insurance.

The Contractor shall be required to purchase and maintain during the construction of the Project the types and amounts of insurance specified in (Sub)Exhibit D attached hereto and incorporated herein by reference and

otherwise satisfying the requirements of such (Sub)Exhibit D. Prior to the commencement of the Work, the Commission shall obtain from the Contractor certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies and the specific coverages to be provided. A copy of any and all such insurance certificates shall be provided by the Commission to the City upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois.

Section IX.

Payment Of Project Costs.

9.1 Cost Of The Project.

It is the manifest intent of the parties that the actual aggregate cost of completing the construction and development of the Project (including all construction-related activities) shall not exceed the sums specified in the final Budget for the Project. All plans specifications and estimates of costs shall be reviewed by the duly designated representatives of the City and the Commission. The fee for the Commission's services will be included within the Budget and shall not exceed three percent (3%) of the construction cost. If, in undertaking the completion of the Project to the satisfaction of the User, the actual aggregate construction and development costs of the Project exceed the anticipated maximum price, the Commission shall notify the Authorized City Representative in writing and the parties shall agree on any future action as is appropriate.

9.2 Payment Of Project Costs.

The Commission shall prepare and submit to the Authorized City Representative, on a quarterly basis in advance, the estimated amounts that will be required to pay the costs of development and construction of the Project during the next succeeding ninety (90) days. Requests for payment shall include Pre-Development Costs, Professional Services, Construction, Land Acquisition, Administrative Costs, Contingency Reserves and such other items as shall have been agreed to by the parties. Upon receipt, the Authorized City Representative shall promptly process the payment request and pay to the Commission the City's Funds, which shall consist of the estimated amounts required for payment

of project costs during the next succeeding ninety (90) day period as such amounts may be adjusted from time to time by mutual agreement of the parties. In the event that the City's Funds have not been paid to the Commission within thirty (30) days following the submission of the payment request, the Commission shall have the right to suspend its performance of this Master Agreement until payment is received. The City's Fund shall be deposited by the Commission into an interest-bearing account (the "Project Account") established by the Commission to pay eligible Project costs. The funds deposited in the Project Account will be invested by the Commission as directed by the City and interest will accrue to the benefit of the City.

9.3 Conditions Precedent To Disbursement To A Contractor.

Prior to the disbursement of the City's Funds by the Commission to pay costs incurred by a Contractor for the Project, the Commission shall deliver to the Authorized City Representative the following documents:

- (a) one (1) executed copy of the General Contract;
- (b) a copy of the certificates of insurance evidencing the types and limits of insurance as required in the General Contract; and
- (c) a copy of the payment and performance bond submitted to the Commission by the Contractor.

9.4 Disbursement Of Project Costs.

The Commission will disburse funds deposited in the Project Account to pay eligible costs of the Project in accordance with the procedures specified in the Contract for interim and final payments. Payments for professional services shall be on the basis of invoices approved by the Commission pursuant to its usual and customary payment procedures.

9.5 Insufficient Or Excess Funds.

In the event that the amounts deposited by the City into the Project Account pursuant to the Budget shall be insufficient to complete the Project, the Commission shall notify the Authorized City Representative in writing and request additional funding. In no event shall the Commission be obligated to expend any funds for the Project in excess of the amounts provided by the City. Any balance remaining in the Project Account for the Project upon completion

of the Project shall be paid by the Commission as directed by the Authorized City Representative and the Authorized User Representative.

9.6 Records; Audit.

The Commission shall maintain records and accounts which shall include entries of all transactions relating to the expenditure of funds required for the development, improvement and construction of the Project. The City shall have the right to inspect the books and records of the Commission pertaining to the Project upon request at all reasonable times.

Section X.

Completion Of The Project.

10.1 Standards For Construction.

The Commission shall require the Contractor to provide for the Project materials that are new and work of good quality, free from faults and defects, and in conformity with the requirements of the Contract and the Contract Documents as defined therein. The Commission shall also require the Contractor to correct any deficient or defective work or materials in accordance with the procedures described in the Contract. For a period of one (1) year from the date of the issuance of the certificate of Final Acceptance, or such longer period as may be provided by any applicable special warranty in any of the various subcontracts to the Contract, the Department shall cause the Contractor to correct any work or materials found to be defective or non-conforming and any damage caused by such work and materials.

10.2 Completion Requirements.

The Commission shall require the Contractor to comply with the requirements of the Contract with respect to the completion and close-out of the Project including, but not limited to, the completion of Punch List Work, the furnishing of material and equipment guarantees, warranties, operating and maintenance data, manuals and record or "as-built" drawings, shop drawings, waivers of lien certified payrolls, and such other documents as may be required to comply with the terms of the Contract. Upon completion, the Commission will cause a copy of all such relevant documents to be delivered to the Authorized User

Representative. Any liquidated damages which may be assessed by the Commission against the Contractor for on performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the Commission and the Authorized City Representative.

10.3 Inspections.

All Work and materials constituting the Project shall be inspected by the Authorized Commission Representative and City designees or personnel as required by applicable law or ordinance. The Commission shall notify the Authorized User Representative when the Project has been scheduled for inspections to certify Preliminary Acceptance and Final Acceptance. The Authorized User Representative shall have the right to attend any and all such inspections and will assist the Authorized Commission Representative in determining when the Project has been sufficiently completed for beneficial use and occupancy and Preliminary Acceptance. The Commission and the Authorized User Representative will monitor completion of Punch List Work by the Contractor.

10.4 Final Acceptance And Payment To Contractor.

Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contractor and issuance of the certificate of Final Acceptance, the Commission shall process final payment to the Contractor in accordance with the procedures set forth in the Contract.

Section XI.

Notices.

11.1 Notices To Parties.

Any notice, certificate or other communication provided pursuant to this Master Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City: Office of Management and Budget
Room 604, City Hall
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Budget Director

And The Department: Department of Cultural Affairs
Chicago Cultural Center
78 East Washington Street
Chicago, Illinois 60602
Attention: Commissioner

With A Copy To: Corporation Counsel
Room 511, City Hall
City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Real Estate And Land-Use Division

If To The Commission: Public Building Commission of Chicago
Room 200
50 West Washington Street
Chicago, Illinois 60602
Attention: Executive Director

With A Copy To: Earl L. Neal & Associates
Suite 1700
111 West Washington Street
Chicago, Illinois 60602
Attention: Anne L. Fredd

Notices are deemed to have been received by the parties three (3) days after mailing.

11.2 Changes.

The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

Section XII.

Miscellaneous Provisions.

12.1 Entire Agreement; Amendment.

Except as otherwise provided herein, this Master Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

12.2 Conflict Of Interest.

No member of the Board of Commissioners of the Commission nor any board, commission or agency of the City nor any official or employee of the City or the Commission shall have any financial or ownership interest, direct or indirect, in this Master Agreement or any Site or Sites; nor shall any such member, official or employee participate in any decision relating to this Master Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the Commission shall be personally liable for the performance of the City or the Commission pursuant to the terms and conditions of this Master Agreement.

12.3 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Master Agreement.

12.4 Disclaimer.

No provision of this Master Agreement, nor any act of the City, the Department or the Commission shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal

or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City, Department or the Commission.

12.5 Headings.

The headings of the various sections and subsections of this Master Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

12.6 Governing Law.

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

12.7 Successors And Assigns.

The terms of this Master Agreement shall be binding upon the City, the Department and the Commission. None of the rights, duties or obligations under this Master Agreement may be assigned without the express written consent of the parties.

12.8 Severability.

If any provision of this Master Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Master Agreement shall be constructed as if such invalid part were not included herein and the remainder of the terms of this Master Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts.

This Master Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

In Witness Whereof, The parties hereto have executed or caused this Master Agreement to be executed, all as of the date first written above.

City of Chicago,
a municipal corporation

Public Building Commission of
Chicago, an Illinois municipal
corporation

By: _____

By: _____
Richard M. Daley,
Mayor

Attest: _____
Benjamin Reyes,
Secretary

Approved:

Department of Cultural Affairs

By: _____
Commissioner

Office of Management and Budget

Budget Director

Approved As To Form And Legality:

Approved As To Form And
Legality:

Corporation Counsel

Earl L. Neal & Associates

[(Sub) Exhibit "A-1" referred to in this Master Agreement constitutes
Exhibit "A-1" to the ordinance and is printed on page
59985 of this Journal.]

(Sub)Exhibits "B-1", "B-2", "C" and "D" referred to in this Master Agreement read
as follows:

(Sub)Exhibit "B-1."
(To Master Agreement)

Specific Legal Requirements.

1. Compliance With Laws.

The Commission shall include in all General Contracts paid for with the City's
Funds substantially the following provisions:

a. General. "The Contractor shall at all times observe and comply, and shall
cause its subcontractors of all tiers to observe and comply, with all applicable
federal, state and local laws, ordinances, codes, rules, regulations and
executive orders, now existing or hereinafter in effect, which may in any
manner affect the performance of the contract. Provision(s) required by law

ordinance, codes, rules, regulations or executive orders to be inserted in this Contract shall be deemed inserted, whether or not they appear in this Contract, or, upon application by either party, this Contract shall forthwith be physically amended to physically make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of such provision(s) or this Contract.

b. Permits and Licenses. The Contractor shall obtain all permits and licenses including, without limitation, those required for compliance with all City building codes. Each General Contractor shall obtain all permits and licenses required, including, without limitation, those required for compliance with all City building codes.

In performing the Work, the Contractor shall follow the most stringent of the applicable agency and code requirements. The Contractor shall be fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

2. Nondiscrimination.

a. General Requirements:

(i) It shall be an unlawful employment practice for a General Contractor or design consultant to fail to hire, to refuse to hire, to discharge or to discriminate against any individual with respect to compensation, or the terms, conditions or privileges or employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or to limit, segregate or classify employees or applicants for employment or otherwise, adversely affect such individual's status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

(ii) Each General Contractor and design consultant shall comply with The Civil Rights Act of 1964, 42, U.S.C. Sec. 2000, et seq. (1981), as amended. Each General Contractor and design consultant shall further comply with all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a -- 1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623 -- 634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101 -- 12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order Number 11,375,32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C.

Secs. 6101 -- 6106 (1981); P.L. 101-336; 41 C.F.R. part 60, et seq. (1990).

b. State Requirements. Each General Contractor and design consultant shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq. (1990), as amended; and the Environmental Barriers Act, 410 ILCS 25/1, et seq.

c. City Requirements. Each General Contractor and design consultant shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code (1990), as amended. Further, each General Contractor and design consultant shall furnish such reports and information as requested by the Chicago Commission on Human Relations.

d. Subcontractors. Each General Contractor and design consultant shall agree that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Contract.

3. Competitive Bid Requirements.

a. Basis of Contract Award (Canvassing Formula). In order to effectuate the achievement of these goals, the Commission shall include the following language in all General Contracts procured through competitive bidding:

In accordance with Chapter 2-92 of the Municipal Code of Chicago, and in order to promote equality of opportunity for minority and female personnel on this project, the Commission on behalf of the City of Chicago has established the following canvassing formula for the purpose of evaluating proposals and awarding the Contract.

Each bidder is invited to propose the minority and female employee utilization goals for the Project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the Project. Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category, for the purpose of canvassing only. The fifty percent (50%) limit shall not deter or restrict the fuller utilization of minority employees for the Project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 8, 10 and 12 shall not be greater than ten percent (10%) in each category, for the purpose of canvassing only. Actual

amounts of minority and female work will be measured for the total hours of construction workers employed on the Projects within each of the categories of journeyworkers, apprentices, laborers by the Contractor and all of the worksite subcontractors.

Canvassing Formula.

Line 1.	Base bid, in figures.	_____
Line 2.	Percentage of the total journeyworker hours that the contractor proposes to be worked by minority journeyworkers during the construction of the project. Maximum figure .50.	_____
Line 3.	Multiply line 2 by line 1 by 0.04.	_____
Line 4.	Percentage of the total apprentice hours that the contractor proposes to be worked by minority apprentices during construction of the project. Maximum figure .50.	_____
Line 5.	Multiply 4 by line 1 by 0.03.	_____
Line 6.	Percentage of the total laborer hours that the contractor proposes to be worked by minority laborers during construction of the project. Maximum figure .50.	_____
Line 7.	Multiply line 6 by line 1 by 0.1.	_____
Line 8.	Percentage of the total journeyworker hours that the contractor proposes to be worked by female journeyworkers during construction of the project. Maximum figure .10.	_____
Line 9.	Multiply line 8 by line 1 by 0.04.	_____
Line 10.	Percentage of the total apprentice hours that the contractor proposes to be worked by female apprentices during construction of the project. Maximum figure .10.	_____
Line 11.	Multiply line 10 by line 1 by 0.03.	_____

- Line 12. Percentage of the total laborer hours that the contractor proposes to be worked by female laborers during construction of the project. Maximum figure .10. _____
- Line 13. Multiply line 12 by line 1 by 0.01. _____
- Line 14. Summation of lines 3, 5, 7, 9, 11 and 13. _____
- Line 15. Subtract line 14 from line 1 = award criteria figure. _____

The bidder shall complete the canvassing formula and transfer the final award criteria figure, line 15, to the space provided on the itemized proposal sheet. A contract in the amount of the total base bid will be awarded to the responsible bidder with the lowest award criteria figure. The Commission on behalf of the City reserves the right to revise all arithmetic calculations for correctness. The contractor is obliged during the construction of the project to fulfill every numerical commitment made under the canvassing formula categories. Therefore, every limiting condition or circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractor's obligation as established under the canvassing formula is not available due to such circumstances found to exist during construction. Also, if journeyworkers will not be employed in the Project, or apprentices, or laborers, then the proposal made in the appropriate lines, lines 2 and 8, or lines 4 and 10, 6 or 12, should be entered as "zero percent (0%)", since no journeyworker or apprentice or laborer hours are reported after construction, this will be computed by the Commission on behalf of the City as zero percent (0%) minority/female hours achieved. If commitments are made in the apprentice category, lines 4 and 10, the total apprentice hours to be employed on the Project should be anticipated to be a substantial number of hours; since it is the intention of the Commission on behalf of the City that where a commitment for a percentage of minority or female apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least forty (40) hours of minority or female employment as apprentices. For this reason, where a minority or female percentage commitment has been made, if in the final audit of the performance of the Contract there are less than forty (40) minority or female apprentice hours will be counted by the Commission on behalf of the City as "zero (0)" for the purpose of measuring the achievement toward the apprentice canvassing formula goal.

Therefore, when the Contractor is performing at a level under a minority or female apprentice goal, line 4 or line 10 above, the Contractor will be subject to the full amount of liquidated damages, see lines 5 and 11, if at least forty (40) hours of minority or female apprenticeship are not achieved. When the bidder foresees that this minimum amount of apprenticeship is not available to the Project, then "zero (0)" should be put in lines 4 and 10 as the percentage commitment for apprentices.

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for noncompliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on lines 2, 4, 6, 8, 10 and 12 of the canvassing formula, covering journeyworkers, apprentices and laborers, respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor.

Liquidating Damages.

For each one percent (1%) deficiency of minority journeyworkers not utilized toward the goal, four cents (\$0.04) for each One Hundred and no/100 Dollars (\$100.00) of the construction portion of the Budget for the Project. Each one percent (1%) deficiency or shortfall toward the goal for female journeyworkers shall be computed in the same way.

For each one percent (1%) deficiency of minority apprentices not utilized toward the goal, three cents (\$0.03) for each One Hundred and no/100 Dollars (\$100.00) of the construction portion of the Budget for the Project. Each one percent (1%) shortfall toward the goal for female apprentices shall be computed in the same way.

For each one percent (1%) deficiency of minority laborers not utilized toward the goal, one cent (\$0.01) for each One Hundred and no/100 Dollars (\$100.00) of the construction portion of the Budget for the Project. Each one percent (1%) shortfall toward the goal for female laborers shall be computed in the same way.

Reporting.

Each Contractor shall submit to the Commission on a timely basis a completed weekly certified payroll (United States Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or equivalent) with race and gender of employees clearly named or coded each week. The Contractor is responsible for forwarding every worksite subcontractor's weekly certified

payroll. Supportive information regarding an employee's race, gender, or work classification shall be provided by the Contractor in cases where clarification of such is required by the Commission on behalf of the City. Failure to report fully all required workforce information will subject the Contractor to liquidated damages as set forth above.

In weekly payroll reports, the following ethnic categories should be used to indicate minority personnel:

"Black" means persons having origins in any of the black racial groups of Africa.

"Hispanic" means persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

"Native American" means persons who are American Indians, Eskimos, Aleuts or Native Hawaiians.

"Asian-Pacific" means persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Phillippines, Samoa, Guam, the United States Trust Territories of the Pacifica and the Northern Marianas.

"Asian-Indian" means persons whose origins are from India, Pakistan or Bangladesh.

"Other" means qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Commission to be socially and economically disadvantaged and to have suffered actual racial and ethnic discrimination and decreased opportunities to compete in Chicago area markets.

Journeyworkers includes construction site journeyworkers from the major trades, including, without limitation, truck drivers, tile setters, finishers, electrical groundmen and elevator construction helpers. Other "helpers", watchmen, custodial workers, clerical workers and salaried superintendents are not journeyworkers for the purposes of the goals set forth above. Hourly wage foremen and general foremen will be counted as journeyworkers.

Apprentice includes only bona fide apprentices currently in a training program certified by the United States Department of Labor--Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not apprentices for the purposes of the goals set forth above.

Other Regulations. The adherence to the canvassing formula does not abrogate other responsibilities of the contractor to comply with equal employment opportunity requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in this contract.

b. City Child Support Ordinance. The Commission shall include in all contracts that are procured through competitive bidding for any of the Projects substantially the following provisions:

"The City of Chicago through passage of the Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, seeks to protect the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for contractors or their owners to obtain the benefits of the City's Funds while failing to pay court-ordered child support, which shifts the support of their dependents onto the public treasury.

For purposes of this section, "Substantial Owner" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if an Illinois court of competent jurisdiction has issued an order declaring one (1) or more Substantial Owners in arrearage on their child support obligations and: (1) at least one (1) such Substantial Owner has not entered into a court-

approval agreement for the payment of all such child support owed, or (2) at least one (1) such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed or both (1) and (2), then:

For those bidders in competitive bid contracts, the Commission shall assess an eight percent (8%) penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

The provisions of this section shall apply only where not otherwise prohibited by federal, state or local law.

c. Chicago Residency Ordinance. Each General Contractor shall comply with the Chicago Residency Ordinance, Section 2-92-330 of the Municipal Code of Chicago. Accordingly, no less than fifty percent (50%) of the total on-site worker hours employed during construction of the Project shall be performed by actual residents of the City.

When the Project is completed, in the event that the Commission has determined that the General Contractor failed to ensure the fulfillment of the requirement of this section concerning worker hours performed by actual Chicago residents, or has failed to report in the manner indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degrees stipulated in this section. Therefore, in such case of non-compliance it is agreed that 1/20 of one percent (0.0005) of that portion of the Project Budget which is for construction of the Project shall be withheld by the Commission on behalf of the City from the General Contractor in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed. The willful falsification of statements and payroll data may subject the General Contractor or subcontractors or employees to prosecution. Any retainage to cover contract performance that may become due to General Contractor may be withheld by the Commission on behalf of the City pending the Commission's determination whether the General Contractor must surrender damages as provided in this section.

d. M.B.E./W.B.E. Participation. The Commission shall include in the General Contract of each Project goals for participation by certified M.B.E. and W.B.E. firms, as follows:

M.B.E. goal -- twenty-five percent (25%).

W.B.E. goal -- five percent (5%).

e. Non-Collusion, Bribery of a Public Officer or Employee. Each General Contractor and design consultant, in performing under this Contract shall comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

(i) No person or business entity shall be awarded a Contract or Subcontract if that person or business entity:

a. has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that officer's or employee's official capacity; or

b. has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or

c. has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

(ii) For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

(iii) Ineligibility under this section shall continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended or waived by the Commission under certain specific circumstances. Reference is made to Section 2-92-320 for definition of "affiliated agency", and a detailed description of the conditions which would permit the Commission to reduce, suspend or waive the period of eligibility.

f. Conflict of Interest.

(i) No member of the governing body of the City or the Commission and no other officer, employee, or agent of the City, the Commission or other unit of government who exercises any functions or responsibilities in connection with this Contract shall have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employees shall be permitted to any share or part of this Contract or any financial benefit to arise from it.

(ii) Each General Contractor and design consultant shall covenant that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. Each General Contractor and design consultant shall further covenant that in the performance of this Contract, no person having any such interest shall be employed. Each General Contractor and design consultant shall agree that if the Commission determines that any of a General Contractor's or design consultant's work for others conflicts with the work, that General Contractor and/or design consultant shall terminate such other services immediately upon request of the Commission.

(iii) Furthermore, if any federal funds are to be used to compensate or reimburse the General Contractor or design consultant under this Contract, the General Contractor and/or design consultant represents that it is and will remain in compliance with the federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. S1342, and related rules and regulations set forth at 54 Fed. Reg. 52,309ff. (1989), as amended. If federal funds are to be used, the General Contractor and design consultant shall execute a Certification Regarding Lobbying, which shall be attached to their respective contracts as an exhibit and incorporated by reference as if fully set forth therein.

g. Governmental Ethics Ordinance.

(i) Each General Contractor and design consultant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in

connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(ii) Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable.

h. Anti-Collusion/Anti-Scofflaw.

(i) Each General Contractor and design consultant and each joint venture partner thereof shall be required to submit with its bid, proposal or response, a fully executed Contractor's Affidavit on the form in proposal provision of these specifications, signed by an authorized officer of the company before a notary which certifies, among other things, that the General Contractor and/or design consultant or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the affidavit and do not owe any debts to the City in violation of Chapter 2-92-380 of the Municipal Code of Chicago.

(ii) Each General Contractor and design consultant and each joint venture partner thereof shall complete the appropriate subsection regarding State Tax Delinquencies and acknowledge all other representations in the Contractor's Affidavit (the "Affidavit") which certifies that each General Contractor and design consultant and each joint venture partner thereof, their agents, employees, officers and any Subcontractors: (a) have not engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the Illinois Criminal Code (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended by any local, state or federal procurement agency.

i. Disclosure Of Ownership. Pursuant to Chapters 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid/proposal to or contracting with the Commission for the benefit of the City of Chicago shall be required to complete Section I, Disclosure of Ownership Interests in the Contractor's Affidavit.

4. Contract Conditions.

a. Prevailing Wage.

(i) Each General Contractor shall comply with 820 ILCS 130/0.01, et seq., as it may be amended (the "Act"), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to this Contract, and the General Contractor shall not be entitled to additional compensation therefor.

(ii) The term "general prevailing hourly rate" means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacation and pensions paid generally, in the locality in which the Work is being performed, to employees engaged in Work of a similar character on public projects.

b. Veterans Preference.

(i) Each General Contractor and design consultant shall ensure that the following provision is inserted in all contracts entered into with any subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor or services in connection with this Contract.

(ii) General Contractor shall comply with the provisions of 330 ILCS 55/0/01, et seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the Work to which the employment relates.

c. Section 2-92-380 of the Chicago Municipal Code.

(i) The Commission, if so directed by the City, shall be required to set off a portion of the Contract price or compensation due under the Contract in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the contracting party to the City. The Commission shall include a provision which entitles the Commission to set off such funds in all General Contracts for

Projects undertaken with the City's Funds.

(ii) For purposes of this provision, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which neither has payment been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(iii) Notwithstanding the provisions of subparagraph (i) above, no such debt(s) or outstanding violation complaint(s) shall be offset from the Contract price or compensation due under the Contract if one (1) or more of the following conditions are met:

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

b. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

c. the contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

d. Chapter 2-56 of the Chicago Municipal Code Office (Inspector General).

(i) It shall be the duty of any bidder, proposer, General Contractor, design consultant, all subcontractors and every applicant for certification of eligibility for a City-funded Contract, and all officers, directors, agents, partners and employees of any such entities to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each General Contractor and design consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

(ii) All Contractors shall inform their respective subcontractors of this provision and require compliance herewith.

5. Other Contract Provisions.

a. Steel Products.

(i) This Contract shall be subject to all provisions of the "Steel Products Procurement Act", 30 ILCS 565/1, et seq. as it may be amended from time to time. Steel Products issued or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States.

(ii) For purposes of this section "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two (2) or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of Five Thousand Dollars (\$5,000) or the payment price received as a result of such violation.

b. Disposal of Materials, Construction Debris, Soil and Waste.

(i) Each General Contractor shall be responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a subcontractor does not relieve the General Contractor from responsibility for proper disposal. Disposal of all materials, construction debris, soil and other waste shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. The bidder shall, at the time of submitting its bid, identify the disposal site(s) or transfer station(s) to which it has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the Commission may be cause to reject the bid as non-responsive.

(ii) Each General Contractor shall provide the Commission or its designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the Commission, the General Contractor shall provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by the General

Contractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, the General Contractor will replace the transfer station and/or landfill submitted as part of its bid proposal at no additional cost to the Commission or the City. If the General Contractor disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the General Contractor shall be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.

(iii) Each General Contractor shall accept full responsibility for compliance with all Environmental Laws.

(iv) Each General Contractor shall notify the Commission within twenty-four (24) hours of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claim") by any governmental body or regulatory agency against the General Contractor by any third (3rd) party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. The General Contractor will provide evidence to the Commission that any such Claim has been addressed to the satisfaction of the issuer or initiator of such Claim.

(v) Each General Contractor shall notify the Commission of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Contract in which the General Contractor is asked to participate.

(vi) Each General Contractor and design consultant shall verify, as requested by the Commission, that all materials, construction debris, and other waste accepted by the General Contractor has been disposed of in compliance with all Environmental Laws.

(vii) Non-compliance with these terms and conditions may be used by the Commission as grounds for termination of this Contract, and may further affect the General Contractor's eligibility for future contract awards.

c. Equipment and Environmental Control During Transport. Each General Contractor shall haul materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes shall be designed to prevent spillage during the hauling operation. Each General Contractor's equipment shall fully comply with all City, state and federal regulations, laws and ordinances pertaining to

size, load weight, safety and any Environmental Laws.

d. **Dumping Prohibited.** The removal of all recyclable material and garbage, refuse or other waste material, including, but not limited to, broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this contract must be transported to a facility in compliance with all applicable Environmental Laws and, if within the City, zoned and permitted to accept such material pursuant to Section 11-4 of the Municipal Code of Chicago and all applicable local, state and federal regulations.

(Sub)Exhibit "B-2".
(To Master Agreement)

Contractor's Affidavit.

Schedule I.

State of _____)
County of _____) SS.

_____, being first duly sworn, deposes and says that:

(1) he is _____
(Owner, Partner, Officer, Representative or Agent)

of _____
the bidder that has submitted the attached bid;

(2) that he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) such bid is genuine and is not a collusive or a sham bid;

(4) neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, connived, conspired or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted

in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Signed)

Title

Subscribed and sworn to before me

this _____ day of _____, 19__.

Title

My commission expires _____.

*Contractor's Affidavit.**Schedule II.**Economic Disclosure Statement.*

(To Be Submitted With Proposal For _____, Chicago, Illinois)

Disclosure Of Ownership Interests.

Pursuant to 50 ILCS 20/6 and 50 ILCS 105/3 of the Illinois Compiled Statutes, no members of the governing body of the City or the Commissioner of the Public Building Commission or officer, employee or agent of such entities who exercise any function or responsibilities in this contract shall acquire any interest, direct or indirect, in this contract or proposed contract. All bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer is a: ☐ Corporation ☐ Sole Proprietor
(Check One) ☐ Partnership ☐ Not-for-Profit Corporation
 ☐ Joint Venture ☐ Other

*Section 1.**For Profit Corporations.*

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of all officers of corporation (or attach list):

Names of all directors of corporation (or attach list):

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

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

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

- e. Is the corporation owned partially or completely by one (1) or more other corporations?

Yes ☐ No ☐

If "Yes", provide the above information, as applicable, for each of said corporations.

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

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

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

Section 2.

Partnerships.

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

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

Section 3.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is acting in any representative capacity on behalf of any beneficiary:

Yes ☐ No ☐ If "no", complete items b. and c. of this Section 3.

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

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

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

Section 4.

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

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

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

Section 5.

Not-For-Profit Corporations.

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

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

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Proposer set forth on page 1, that I have personal

knowledge of all the certifications made herein and that the same are true.

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me this ____ day of _____, 19__ by

(Name) as _____ (Title) of _____

(Proposer).

Notary Public Signature

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

*Copyright Provisions Professional Services
Agreements For Architect/Engineers.*

The Commission shall include in any contract under which any architectural or engineering firm provides design services for a Project substantially the following provisions:

The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by Consultant at the Commission's instance and expense pursuant to this Agreement (the "Work") shall conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, et seq., and that the Commission, its successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyright can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire", Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all United States and foreign copyright registrations, copyright applications and copyright renewals therefor, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Work.

Consultant warrants to the Commission, its successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof Consultant is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); and (3) the Consultant has the legal right to fully assign any such copyright with respect to the Work; (4) Consultant has not assigned any copyright nor granted any licenses, exclusive or non-exclusive, to any other party; (5) Consultant is not a party to any other agreement or subject to any other restrictions with respect to the Work; (6) the plans and designs for the Work are complete, entire and comprehensive. Further, Consultant agrees

that it will not restrict or otherwise interfere with the Commission's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Consultant is indemnified for any damages resulting from any such future re-use or adaption of the Work as may be authorized by the Commission.

The Commission shall, upon the City's written request, assign to the City any and all rights conveyed to the Commission under the foregoing provision.

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

Insurance Requirements.

1. General Contractor's Insurance.

a. Workers' Compensation Insurance.

The General Contractor shall purchase and maintain insurance protecting the General Contractor from all liabilities that may be imposed under the Workers' Compensation Act and the Workers' Occupational Disease Act of the State of Illinois. In the event that any Work is subcontracted, the General Contractor shall require all Subcontractors to provide similar insurance for all their employees. The limit of liability under Coverage "B", Employer's Liability of the Standard Form of the Workers' Compensation and Employers' Liability policy shall be as follows:

Bodily Injury by Accident	\$1,000,000.00	Each Accident
Bodily Injury by Disease	\$1,000,000.00	Policy Limit
Bodily Injury by Disease	\$1,000,000.00	Each Employee

b. General Liability Insurance.

The General Contractor shall purchase and maintain during the life of the Contract, Commercial General Liability Insurance to protect it from claims for bodily injury, including death, at any time resulting therefrom, or damage to property which may arise out of or in consequence of the activities or performance of the work under the Contract, whether such activities be by the General Contractor or by any of its Subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them. General Contractor shall require all Subcontractors to provide similar insurance as follows:

Commercial General Liability Insurance shall include the following: Contractual Liability to cover the "Hold Harmless" clause specified in the "General Conditions", Section GC-13. The policy shall include coverage for claims due to explosion, collapse or damage to underground utilities or property.

Policy shall include Personal Injury with the Employee Exclusion deleted, Broad Form Property Damage coverage, Independent Contractors coverage, and Products/Completed Operations coverage. Contractor shall provide continuous Products/Completed Operations coverage for two (2) years after Final Acceptance of the completed work by the Commission. Policy shall also contain a Severability of Interests clause for all Additional Insureds, with no cross liability suits exclusion.

Required limits of liability for contracts awarded by the Commission are as follows:

General Aggregate	\$5,000,000.00
Products/Completed Operations Aggregate	\$5,000,000.00
Personal/Advertising Injury Limit	\$5,000,000.00
Each Occurrence	\$5,000,000.00
Fire Legal	\$50,000.00
Medical Payments	\$5,000.00

General Contractor expressly understands and agrees that any insurance coverages and limits furnished by the General Contractor shall in no way limit the General Contractor's liabilities and responsibilities specified within the Contract documents or by law.

Note: All limits may be a single policy or in combination with an Umbrella Liability policy or Excess Liability policy, which policy shall follow the form of the underlying primary policy.

Note: Commercial General Liability shall be written on an Occurrence Basis. The Claims Made form is not acceptable to the Public Building Commission under this contract.

Note: The Certificate of Insurance must show that specified limits of liability will apply specifically to this Public Building Commission Project only by use of a Special Endorsement to the policy or by the attachment of Endorsement G 2503 11/85.

When work involves asbestos or other environmental material removal:

General Aggregate	\$5,000,000.00
Products/Completed Operations	\$5,000,000.00
Personal/Advertising Injury	\$5,000,000.00
Each Occurrence	\$5,000,000.00
Fire Legal	\$50,000.00
Medical Payments	\$5,000.00

Lead-Based Paint Liability Insurance.

Any policy of insurance as reflects work to be performed under the contract and submitted by the General Contractor or its subcontractor must be written on an occurrence form and shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.

The General Contractor or its subcontractor will only use insurance companies acceptable to the Commission. Insurers must have a minimum rating of A-XI as evaluated by the most current A.M. Best Rating Guide. If the insurer has a rating less than A-XI, the General Contractor or its subcontractor must receive specific written approval of this deviation from the Commissioner prior to proceeding.

A true and certified copy of the policy, including all endorsements, must be submitted to the P.B.C.C. prior to award of any bid.

The policy of insurance shall contain or be endorsed to include the following:

1. Coverage for lead-based paint liability operations as described in the contract. Specific lead endorsement evidencing this project must be provided, if applicable.
2. Transportation coverage for hauling of lead-based paint from the project site to the final disposal location, as evidenced by the General Contractor or applicable waste hauler. General Contractor must comply with all applicable Department of Transportation regulations.
3. Contractual liability coverage in accordance with ISO Policy Form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
4. Cross liability/severability of interest.
5. The Commission and the City shall be provided a waiver or subrogation.
6. The policy shall not exclude lead bodily injury to employees of the General Contractor (third party action over claims).
7. The policy shall not exclude lead bodily injury to employees of the Commission and the City and subcontractors, so long as their designated job duties do not require them to be in the lead areas.
8. Independent Contractors.
9. If the policy contains a warranty stating that coverage is null and void (or works to that effect) if the General Contractor or its subcontractor does not comply with the most stringent regulations governing the work, it shall be modified so that coverage shall not be afforded in all cases except for the General Contractor's willful or intentional

noncompliance with applicable government regulations.

10. All abatement method limitations or conditions on the policy must be revealed to the Commission. Any failure to comply with reporting or other provisions of the policy including breach or warranties shall not affect coverage provided to Commission and its representatives, officials and employees.
11. General Contractor or its subcontractors shall include all subcontractors as insureds under its policy or shall furnish separate certificates, policies and endorsements for each subcontractor the General Contractor intends to use.

Note: Self-funded policy fronting or other non-risk transfer insurance mechanisms are not acceptable to the Commission. If the General Contractor has such a program, full disclosure must be made to the Commission prior to any consideration being given.

12. Deductibles must be disclosed and shall not reduce the limits of liability.
13. The required surety bond company must be treasury listed for a minimum of Two Million Dollars (\$2,000,000) and must be A-rated.

c. General Contractors shall purchase and maintain during the life of the Contract, Business Automobile Liability Insurance which shall include all owned, non-owned, hired or rented vehicles with limits of liability as follows:

Combined Single Limit Bodily	\$1,000,000.00 (Primary
Injury and Property Damage	and
Liability	Umbrella)

d. (Special Endorsement) The Commission, the City, and their respective commissioners, board members, officers, agents, and employees, individually and collectively, shall be named as Additional Insureds under the General Contractor's liability policies. The insurance afforded to the Additional Insureds shall be primary over any other valid or collectible insurance that the Additional Insureds may have with respect to loss under this policy. Other insurance of any Additional Insured applicable to loss in excess over this endorsement, and the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance, provided, however,

that this paragraph does not apply to loss caused solely by the negligence of such Additional Insureds.

General Contractor hereby waives all of its rights of subrogation against the Additional Insureds.

e. Prior to the commencement of the Work, Certificates of Insurance evidencing Workers' Compensation and Employers' Liability, Commercial General Liability Insurance, and Business Automobile Insurance, Umbrella or Excess Liability Insurance, signed by the insurance company(s), and certifying to the name and address of the General Contractor so insured, the description of the Work covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided (i.e. contractual, broad form property damage, etc.) shall be submitted and approved by the Commission. Such Certificates of Insurance shall state that policies will not be canceled, non-renewed or materially changed without thirty (30) days prior notice in writing to the Commission. In the event the insurance is canceled, non-renewed or materially changed before completion of the Work, the Commission reserves its rights under the Contract, including but not limited to its rights under Section GC-28 of Division "General Conditions", to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein, or the Commission may obtain the coverages required and shall then deduct the appropriate premium cost from the monies due to the Contractor. Such Certificates of Insurance shall also evidence a waiver of subrogation against the Additional Insureds.

f. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois.

2. Architect's Insurance Requirements.

a. The Architect shall purchase and maintain insurance protecting the Contractor from all liabilities that may be imposed under the Workers' Compensation Act and the Workers' Occupational Disease Act of the State of Illinois. In the event that any Work is subcontracted, the Architect shall require all Subcontractors to provide similar insurance for all their employees. The limit of liability under Coverage "B", Employer's Liability of the Standard Form of the Workers' Compensation and Employers' Liability policy, shall be as follows:

Bodily Injury by Accident	\$1,000,000.00 Each Accident
Bodily Injury by Disease	\$1,000,000.00 Policy Limit
Bodily Injury by Disease	\$1,000,000.00 Each Employee

b. The Architect shall purchase and maintain during the life of the Contract, Commercial General Liability Insurance to protect it from claims for bodily injury, including death at any time resulting therefrom, or damage to property which may arise out of or in consequence of the activities or performance of the work under the Contract, whether such activities be by the Architect or by any of its Subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them. Architect shall require all Subcontractors to provide similar insurance as follows:

1. Commercial General Liability Insurance shall include Contractual Liability to cover the "Hold Harmless" clause specified in the "General Conditions", Section GC-13.

2. Policy shall include coverage for claims due to explosion, collapse or damage to underground utilities or property.

3. Policy shall include Personal Injury with the Employee Exclusion deleted, Broad Form Property Damage coverage, Independent Contractors coverage and Products/Completed Operations coverage. Architect shall provide continuous Products/Completed Operations for two (2) years after Final Acceptance of the completed work by the Commission. Policy shall also contain a Severability of Interests clause for all Additional Insureds, with no cross liability suits exclusion.

4. Required limits of liability for contracts awarded by the Commission are as follows:

General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Aggregate Personal/Advertising Injury	\$1,000,000.00
Limit Each Occurrence	\$1,000,000.00
Fire Legal	\$50,000.00
Medical Payments	\$5,000.00

Architect expressly understands and agrees that any insurance coverages and limits furnished by the Architect shall in no way limit the Architect's liabilities

and responsibilities specified within the Contract documents or by law.

Note: All limits may be a single policy or in combination with an umbrella liability policy or excess liability policy, which policy shall follow the form of the underlying primary policy.

Note: Commercial General Liability shall be written on an occurrence basis. The Claims Made form is not acceptable to the Public Building Commission under this contract.

Note: The Certificate of Insurance must show that the specified limits of liability will apply specifically to this Public Building Commission project only, by use of a Special Endorsement to the policy or by the attachment of Endorsement G 2503 11/85.

c. The Architect shall purchase and maintain during the life of the Contract, Business Automobile Liability Insurance which shall include all owned, non-owned, hired or rented vehicles with limits of liability as follows:

Combined Single Limit Bodily	\$1,000,000.00
Injury and Property Damage	
Liability	

d. (Special Endorsement) The Commission, its representatives, User, their respective commissioners, board members, officers, agents, and employees, individually and collectively, shall be named as Additional Insureds under the Architect's Liability Policies. The insurance afforded to the Additional Insureds shall be primary over any other valid or collectible insurance that the Additional Insureds may have with respect to loss under this policy. Other insurance of any Additional Insured applicable to loss is excess over this endorsement, and the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance, provided, however, that this paragraph does not apply to loss caused solely by the negligence of such Additional Insureds.

Architect hereby waives all of its rights of subrogation against the Additional Insureds.

e. Valuable Papers Insurance in an amount not less than Forty Thousand Dollars (\$40,000) to insure against any loss whatsoever which could damage valuable Project documents including but not limited to design development documents, working drawings, specifications, records, papers, maps, statistics, survey notes, data preserved by electronic or computerized means, if applicable, relevant to this Agreement. This insurance shall have limits sufficient to pay for the recreations, reestablishment, or restoration of these valuable papers.

f. Prior to the commencement of the Work, Certificates of Insurance evidencing Workers' Compensation and Employers' Commercial General Liability Insurance, and Business Automobile Insurance, Umbrella or Excess Liability Insurance, signed by the Insurance Company(s), and certifying to the name and address of the Architect so insured, the description of the Work covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided (i.e. contractual, broad form property damage, etc.) shall be submitted and approved by the Commission. Such Certificates of Insurance shall state that policies will not be canceled, non-renewed, or materially changed without thirty (30) days prior notice in writing to the Commission. In the event the insurance is canceled, non-renewed or materially changed before completion of the Work, the Commission reserves its rights under the Contract, including but not limited to its rights under Section GC-28 of Division "General Conditions", to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein, or the Commission may obtain the coverages required and shall then deduct the appropriate premium cost from the monies due to the Contractor. Such Certificates of Insurance shall also evidence a waiver of subrogation against the Additional Insureds.

g. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois.

h. Professional Liability Insurance covering the Architect against all sums which the Architect may become obligated to pay by reason of the liability imposed upon the Architect by law for damage resulting from any claims made against the Architect arising out of the performance of this Agreement in the capacity as Architect and caused by an error, omission or act of the Architect, or of any person or consultant employed by the Architect, or any others for whose actions the Architect is legally liable.

The limits of liability are as follows:

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

\$25,000 Self Retained Limit

This requirement for Professional Liability Insurance may be satisfied by appropriate endorsement on an existing Professional Liability Insurance Policy carried by Architect with the aforesaid limits of liability and which shall be maintained for a period of not less than four (4) years following completion of this Agreement. The Architect shall require any associate professional consultant retained by Architect with respect to this Project to purchase and maintain similar insurance with similar limits of liability as stated above which will protect the associate professional consultant against claims which could arise while performing any functions under this Agreement.

3. Environmental Consultant's Requirements.

a. The Environmental Consultant shall purchase and maintain insurance protecting the Environmental Consultant from all liabilities that may be imposed under the Workers' Compensation Act and the Workers' Occupational Disease Act of the State of Illinois. In the event that any Work is subcontracted, the Environmental Consultant shall require all Subcontractors to provide similar insurance for all their employees. The limit of liability under Coverage "B", Employer's Liability of the Standard Form of the Workers' Compensation and Employers Liability policy shall be as follows:

Bodily Injury by Accident	\$1,000,000.00	Each Accident
Bodily Injury by Disease	\$1,000,000.00	Policy Limit
Bodily Injury by Disease	\$1,000,000.00	Each Employee

b. The Environmental Consultant shall purchase and maintain during the life of the Contract, Commercial General Liability Insurance to protect it from claims for bodily injury, including death, at any time resulting therefrom, or damage to property which may arise out of or in consequence of the activities or

performance of the work under the Contract, whether such activities be by the Environmental Consultant or by any of its Subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them. Environmental Consultant shall require all Subcontractors to provide similar insurance as follows:

1. Commercial General Liability Insurance shall include Contractual Liability to cover the "Hold Harmless" clause specified in the "General Conditions", Section GC-13.

2. The policy shall include coverage for claims due to explosion, collapse or damage to underground utilities or property.

3. Policy shall include Personal Injury with the Employee Exclusion deleted, Broad Form Property Damage coverage, Independent Contractors coverage and Products/Completed Operations coverage. Architect shall provide continuous Products/Completed Operations coverage for two (2) years after Final Acceptance of the completed work by the Commission. Policy shall also contain a Severability of Interests clause for all Additional Insureds, with no cross liability suits exclusion.

4. Required limits of liability for contracts awarded by the Commission are as follows:

General Aggregate	\$2,000,000.00
Aggregate Products/Completed Operations	\$2,000,000.00
Limit Personal/Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Legal	\$50,000.00
Medical Payments	\$5,000.00

Environmental Consultant expressly understands and agrees that any insurance coverages and limits furnished by the Environmental Consultant shall in no way limit the Environmental Consultant's liabilities and responsibilities specified within the Contract documents or by law.

Note: All limits may be a single policy or in combination with an Umbrella Liability policy or Excess Liability policy, which policy shall follow the form of the underlying primary policy.

Note: Commercial General Liability shall be written on an Occurrence Basis. The Claims Made form is not acceptable to the Public Building Commission under this contract.

Note: The Certificate of Insurance must show that specified limits of liability will apply specifically to this Public Building Commission project Only by use of a Special Endorsement to the policy or by the attachment of Endorsement G 2503 11/85.

c. The Environmental Consultant shall purchase and maintain during the life of the Contract, Business Automobile Liability Insurance which shall include all owned, non-owned, hired or rented vehicles with limits of liability as follows:

Combined Single Limit Bodily	\$1,000,000.00
Injury and Property Damage	
Liability	

d. (Special Endorsement) The Commission, its representatives, User, their respective commissioners, board members, officers, agents and employees, individually and collectively, shall be named as Additional Insureds under the Environmental Consultant's Liability Policies. The insurance afforded to the Additional Insureds shall be primary over any other valid or collectible insurance that the Additional Insureds may have with respect to loss under this policy. Other insurance of any Additional Insured applicable to loss is excess over this endorsement, and the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance, provided, however, that this paragraph does not apply to loss caused solely by the negligence of such Additional Insureds.

Environmental Consultant hereby waives all of its rights of subrogation against the Additional Insureds.

e. Valuable Papers Insurance in an amount not less than Forty Thousand Dollars (\$40,000) to insure against any loss whatsoever which could cause damage valuable Project documents including but not limited to design development documents, working drawings, specifications, records, papers, maps, statistics, survey notes, data preserved by electronic or computerized means, if applicable, relevant to this Agreement. This insurance shall have

limits sufficient to pay for the recreations, re-establishment or restoration of these valuable papers.

f. Prior to the commencement of the Work, Certificates of Insurance evidencing Workers' Compensation and Employers' Liability, Commercial General Liability Insurance, and Business Automobile Insurance, Umbrella or Excess Liability Insurance, signed by the Insurance Company(s), and certifying to the name and address of the Environmental Consultant so insured, the description of the Work covered by such policies, the inception and expiration dates of the policies, the specific coverage to be provided (i.e. contractual, broad form property damage, et cetera) shall be submitted and approved by the Commission. Such Certificates of Insurance shall state that policies will not be canceled, non-renewed, or materially changed without thirty (30) days prior notice in writing to the Commission. In the event the insurance is canceled, non-renewed, materially changed before completion of the work, the Commission reserves its rights under the Contract, including but not limited to its rights under Section GC-28 of Division "General Conditions", to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein, or the Commission may obtain the coverages required and shall then deduct the appropriate premium cost from the monies due to the Contractor. Such Certificates of Insurance shall also evidence a waiver of subrogation against the Additional Insureds.

g. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois.

h. Professional Liability Insurance covering the Environmental Consultant against all sums which the Environmental Consultant may become obligated to pay by reason of the liability imposed upon the Environmental Consultant by law for damage resulting from any claim made against the Environmental Consultant arising out of the performance of this Agreement in the capacity as Environmental Consultant and caused by any error, omission or act of the Environmental Consultant, or of any person or consultant employed by the Environmental Consultant, or any others for whose actions the Environmental Consultant is legally liable.

The Limit of Liability is as follows:

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

\$25,000 Self Retained Limit

This requirement for Professional Liability Insurance may be satisfied by appropriate endorsement on an existing Professional Liability Insurance Policy carried by Architect with the aforesaid limits of liability and which shall be maintained for a period of not less than four (4) years following completion of this Agreement. The Environmental Consultant shall require any associate professional consultant retained by Architect with respect to this Project to purchase and maintain similar insurance with similar limits of liability as stated above which will protect the associate professional consultant against claims which could arise while performing any functions under this Agreement.

Exhibit "A-1".

Legal Description.

62 -- 64 East Randolph Street.

Lot 3 in Bowen Brother's Subdivision of Lots 4 to 7, inclusive, in Bowen and McKey's Subdivision of Lots 26 to 34, inclusive (except the north 40 feet of Lots 31 to 34) in Block 10 in Fort Dearborn Addition to Chicago in the southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

70 East Randolph Street.

Lot 2 in Bowen's Resubdivision of Lots 4 to 7, inclusive, in Bowen and McKey's Subdivision of Lots 26 to 34, inclusive (except the north 40 feet of Lots 31 to 34, inclusive) in Block 10 in Fort Dearborn Addition to Chicago, in the southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH SOUTH SHORE WEST JOINT
VENTURE AS DEVELOPER UNDER PHASE III
OF SOUTH SHORE WEST NEW HOMES
FOR CHICAGO PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

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 execution of a redevelopment agreement with South Shore West Joint Venture Phase III New Homes for Chicago Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Journal of the Proceedings of the City Council, pages 17038 -- 17045), as amended, established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with New Homes guidelines, the Department of Housing ("Department") solicited proposals for the construction of new single-family homes ("Single-Family Homes") or two-flat buildings, consisting of an owner-occupied unit and a rental housing unit ("Two-Flat Buildings"), on either privately owned lots ("Private Lots") or lots to be provided to New Homes developers by the City ("City Lots"); and

WHEREAS, Pursuant to the New Homes Program, selected developers may receive a subsidy to cover certain costs associated with the construction of the Single-Family Homes and Two-Flat Buildings, and in addition, may receive waivers of City fees and deposits relating to new construction; and

WHEREAS, The subsidy to cover said housing construction and development costs may be derived from corporate funds ("Development Subsidy") or from funds allocated to the City under the HOME Investment Partnerships Program ("HOME Development Subsidy"); and

WHEREAS, The City Council, by ordinance adopted November 30, 1994 (Journal of the Proceedings of the City Council, pages 62651 -- 62656), approved the selection of South Shore West Joint Venture, an Illinois joint venture ("Developer") as a developer under the New Homes Program to construct up to eleven (11) Single-Family Homes and Two-Flat Buildings as part of its initial phase ("Phase I") to construct single-family housing in the South Shore neighborhood of the City; and

WHEREAS, The City Council, by ordinance adopted July 31, 1996 (Journal of the Proceedings of the City Council, pages 26768 -- 26774), approved the selection of Developer for continued participation as a developer under the New Homes Program to construct up to fifteen (15) Single-Family Homes and Two-Flat Buildings as part of "Phase II" of the South Shore West -- New Homes Project; and

WHEREAS, The City desires to provide for the construction by Developer of an additional eighteen (18) Single-Family Homes and Two-Flat Buildings as part of its third phase of the South Shore West -- New Homes Project ("Phase III"); and

WHEREAS, The Department recommends to the City Council that it accept Developer's proposal for the construction of Single-Family Homes and Two-Flat Buildings under the New Homes Program under the terms described below; now, therefore,

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

SECTION 1. The following proposal for construction of housing under the New Homes Program is hereby approved:

Developer:	South Shore West Joint Venture, an Illinois joint venture.
Aggregate Number of Single-Family Homes and Two-Flat Buildings:	Not to exceed 18.
Location:	South Shore neighborhood; the 1400 and 1500 blocks of East 72 nd Street, the 1300 block of East 71 st Place, and the 1300, 1400 and 1500 blocks of East 72 nd Place.
Amount of Development Subsidy:	Not to exceed Twenty Thousand Dollars (\$20,000) for each Single- Family Home or Thirty Thousand Dollars (\$30,000) for each Two-Flat Building.
Amount of Home Development Subsidy:	Not to exceed Forty Thousand Dollars (\$40,000) for each Single-Family Home.
Aggregate Amount of Development Subsidy:	Not to exceed Three Hundred Sixty Thousand Dollars (\$360,000).

Aggregate Amount of Home
Development Subsidy:

Not to exceed Two Hundred Forty
Thousand Dollars (\$240,000).

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new Single-Family Homes and Two-Flat Buildings may be constructed on those certain Private Lots presently owned or to be acquired by Developer and those certain City Lots presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the Single-Family Homes and Two-Flat Buildings described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**List Of City Lots And Private Lots.*

Parcel	Permanent Index Number
1339 East 71 st Place	20-26-205-010-0000
1350 -- 1360 East 71 st Place	20-26-201-031-0000 and 20-26-502-004-0000
1347 East 71 st Place	20-26-205-012-0000
1317 East 71 st Place	20-26-205-004-0000
1500--1516 East 72 nd Place	20-26-211-009-0000 and 20-26-502-006-0000
1320 East 72 nd Place	20-26-209-019-0000
1324 East 72 nd Place	20-26-209-020-0000
1412 East 72 nd Street	20-26-206-017-0000
1425 East 72 nd Street	20-26-210-008-0000
1448 -- 1450 East 72 nd Street	20-26-206-019-0000
1427 East 72 nd Street	20-26-210-009-0000
1452 East 72 nd Street	20-26-206-020-0000
1506 -- 1508 East 72 nd Street	20-26-207-012-0000
1450 -- 1460 East 72 nd Street	20-26-502-008-0000
1414 --1432 East 72 nd Street	20-26-206-018-0000

Parcel	Permanent Index Number
1500 -- 1502 East 72 nd Street	20-26-207-011-0000
1450 East 72 nd Place	20-26-210-027-0000
1454 or 1456 East 72 nd Street	20-26-206-021-0000
1452 East 72 nd Place	20-26-206 018-0000

Exhibit "B".

Department Of Buildings.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Sewers.

Connection fees are waived. Inspection fees are waived.

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters, sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department Of Water.

Tap fees are waived. Inspection fees are waived. Demolition fees for existing water taps are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

APPROVAL OF AMENDMENT NUMBER 23 TO NEAR
WEST SIDE REDEVELOPMENT PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving Amendment Number 23 to the Near West Side Conservation Area Plan for the acquisition of property located at 1429 West Taylor 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schalter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to its home rule powers, the City established the Community Development Commission ("Commission"); and

WHEREAS, The Commission assumed the functions of the former Department of Urban Renewal to endeavor to redevelop blighted and conservation areas; and

WHEREAS, The former Department of Urban Renewal and the City Council of the City of Chicago ("City Council") heretofore approved the Near West Side Conservation Plan, as amended (the "Plan") for the Near West Side Conservation Area; and

WHEREAS, By Resolution Number 97-CDC-72, adopted July 8, 1997, the Commission approved Amendment Number 23 to the Plan which changes the existing land-use for Disposition Parcel B-75 from Business Retail Commercial to Commercial/Private Institution; and

WHEREAS, The City Council has reviewed said Amendment Number 23 to the Plan, and has determined that it is in accordance with contemporary principles of urban planning and with the general recommendations of the Chicago Plan Commission for the area, and the City Council desires to evidence its approval of Amendment Number 23, and which are not already owned by the City of Chicago; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. Amendment Number 23 to the Near West Side Redevelopment Plan is hereby approved.

SECTION 3. The acquisition of the property described in Amendment Number 23 by the City is for the same purpose as that set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3) namely, the eradication and elimination of commercial blight or conservation areas and the construction of redevelopment projects in those areas.

SECTION 4. The City Council, under the home rule power of the City of Chicago, hereby finds that it is useful and necessary to acquire, for the purpose set forth herein, certain real estate, designated as Parcels NW 42-11 and NW 42-12, and described on attached Exhibit A.

SECTION 5. The authority of the Corporation Counsel to make offers and enter into settlements to acquire such real property, and in the event of inability to agree with the owner or owners of such real property, to institute proceedings to acquire title to and possession of such real property in accordance with the eminent domain laws of the State and in the manner provided by Article VII of the Code of Civil Procedures, is hereby ratified, provided, and confirmed.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Parcel Number:

NW 42-11 and NW 42-12.

Permanent Index Number:

17-17-325-036.

Address:

1429 West Taylor Street
Chicago, Illinois.

Legal Description:

Lots 10 and 11 in Stinson's Subdivision of Block 48 in Canal Trustees' Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

AMENDMENT OF INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO BOARD OF EDUCATION AND CHICAGO PARK
DISTRICT BY REASSIGNMENT OF CERTAIN
ADMINISTRATIVE DUTIES AND SELECTION
OF ADDITIONAL SITES FOR
REHABILITATION OF
PUBLIC SCHOOL
CAMPUSES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 6, 1998.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Public Building Commission designating sites for Raymond-Wright Campus Park, William Wadsworth Campus Park and Mayo-Phillips Campus Park, 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 vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission Act of the State of Illinois, 50 ILCS 20/1, et. seq., as amended (the "Act") provides a means of facilitating the acquisition, construction or enlargement of public improvements, buildings and facilities for use by local public agencies in the furnishing of essential governmental, health, welfare and safety services; and

WHEREAS, Pursuant to the provisions of the Act, the City Council (the "City Council") of the City of Chicago (the "City"), on March 28, 1956, by ordinance, created the Public Building Commission of Chicago (the "Commission") to assist in the acquisition, funding and construction of public buildings and facilities; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") and the Chicago Park District (the "Park District") are bodies politic and corporate which joined in the organization and creation of the Commission by resolutions duly adopted on April 11, 1956 and April 24, 1956, respectively; and

WHEREAS, Pursuant to an ordinance duly adopted by the City Council of the City on February 26, 1997, at pages 40437 through 40465, inclusive, of the Journal of Proceedings (the "Initial Ordinance"), the City, the Board and the Park District (collectively, the "Parties") entered into an intergovernmental agreement (the "Agreement") which provides that the Parties will undertake a joint program to improve recreational facilities and open space around and adjacent to approximately one hundred (100) school sites located within the City of Chicago (the "Project"); and

WHEREAS, The Agreement further provides that the Board will coordinate and manage the design and construction and otherwise implement the Project on behalf of the Parties at sites to be agreed to by the Parties in accordance with the terms and conditions of the Agreement and any applicable laws and regulations; and

WHEREAS, Subsequent to the passage of the Initial Ordinance, the Board adopted a resolution requesting that the Commission undertake the duties and responsibilities of the Board with respect to the planning, developing and constructing of the Project and acquire such property as may be necessary in order to complete the Project; and

WHEREAS, It is in the best interest of the Parties to amend the Agreement to authorize the board to assign certain of its duties to the Commission and the Commission to undertake certain of the duties of the board with respect to the coordination, management and administration of the Project including the responsibilities described in Sections 3.1.b through 3.1.o, both inclusive, of the

Agreement, provided, however, that the Board shall retain its obligation to deposit into the Project Account the sums required by Section 3.1.a of the Agreement; and

WHEREAS, At the request of the City, on October 1, 1997, the Commission by resolution selected, located and designated certain property situated adjacent to the existing Raymond-Wright Elementary School, William Wadsworth Elementary School and Mayo-Phillips School as sites for acquisition and improvement in connection with the Project; and

WHEREAS, Such areas are located wholly within the territorial limits of the City, are conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and to provide appropriate architectural settings and adequate landscaping for such purposes; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Commission has requested that the City Council of the City approve such sites, so selected, located and designated by the Commission, for acquisition and improvement in connection with the Project; now, therefore,

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

SECTION 1. The City hereby adopts the foregoing recitals as its findings and incorporates them herein by this reference.

SECTION 2. The City Council hereby approves the amendment of the Agreement to authorize the assignment to the Commission by the Board of its duties to coordinate and manage the design and construction and implementation of the Project including the specific responsibilities of the Board which are described in Section 3.1.b through 3.1.o, both inclusive, of the Agreement provided, however, that the Board shall retain its obligation to deposit the sums required by Section 3.1.a of the Agreement.

SECTION 3. The City Council hereby approves the following-described sites, so selected, located and designated by the Commission, for acquisition and improvement of enhanced campus park improvements in connection with the Project:

Raymond-Wright Campus Park.

The area bounded by East 36th Place on the north, South Wabash Avenue on the east, East 37th Street on the south and South State Street on the west.

William Wadsworth Campus Park.

The area bounded by East 64th Street on the north, South Woodlawn Avenue on the east, East 65th Street on the south, and South University Avenue on the west, excepting therefrom the following parcels:

6406 -- 6410 South Minerva Avenue

6414 South Minerva Avenue

6416 South Minerva Avenue

6418 -- 6420 South Minerva Avenue

6422 South Minerva Avenue

6446 South Minerva Avenue

6448 South Minerva Avenue

Mayo-Phillips Campus Park.

The area bounded by East 37th Street on the north, South Prairie Avenue on the east, Pershing Road on the south and South Indiana Avenue on the west.

SECTION 4. With exception of the foregoing amendment, the City Council hereby ratifies and confirms all other provisions of the Initial Ordinance.

SECTION 5. This ordinance shall become effective immediately upon its passage.

COMMITTEE ON HUMAN RELATIONS.

Placed On File -- NOTIFICATION OF TESTIMONY AND CURRENT
STATUS OF PROPOSED RESOLUTION
CONCERNING IMMIGRATION
AND NATURALIZATION.

The Committee on Human Relations submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from Alderman Billy Ocasio, Alderman Edward M. Burke and Alderman Ricardo Munoz (which was referred on July 2, 1997) introducing a resolution for Brian R. Perryman, Director of the Immigration and Naturalization Service Office of Illinois, who appeared before the City Council Committee on

Human Relations on December 17, 1997 to address concerns relating to immigration and naturalization. After hearing testimony from Mr. Perryman the said proposed resolution is being held in committee pending further action.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's report was *Placed on File*.

**COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.**

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 35.29 WHICH PROHIBITED
ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION OF
WEST FULLERTON AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Colom (35th Ward) (which was referred on December 10, 1997), to amend Section 4-60-023 of the Municipal Code of Chicago deleting subsection 4-60-023 (35.29), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on January 5, 1998.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (35.29).

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

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 35.89 WHICH PROHIBITED
ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION OF
NORTH KEDZIE BOULEVARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Colom (35th Ward) (which was referred on December 10, 1997), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (35.89), begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce of the members of the committee on January 5, 1998.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost. The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (35.89).

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

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 2, CHAPTER 84 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW SECTION 053 AUTHORIZING
SUPERINTENDENT OF POLICE TO ENTER INTO INTER-
GOVERNMENTAL AGREEMENTS FOR FORMATION
OF MULTI-JURISDICTIONAL LAW
ENFORCEMENT TASK
FORCES.

The Committee on Police and Fire submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Police and Fire, having held a meeting on Monday, January 5, 1998 and having had under consideration an ordinance authorizing the City of Chicago to enter into an intergovernmental agreement with various law enforcement agencies, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Department of Police, from time to time participates in the formation of multi-jurisdictional task forces; and

WHEREAS, These task forces typically are formed with the Illinois State Police, the State's Attorney of Cook County, or with a federal law enforcement agency, such as the Federal Bureau of Investigation, the Bureau of Alcohol, Tobacco and Firearms or the Drug Enforcement Administration; and

WHEREAS, The benefits to the public of such task forces are substantial, in that many law enforcement situations cross jurisdictional enforcement responsibilities and jurisdictional boundaries, an agency may lack expertise in a certain area which another agency may have, or an agency may have investigative privileges which another does not; and

WHEREAS, By combining resources, it is possible to maximize the law enforcement resources available to address specific problems; and

WHEREAS, It is often important to maintain the confidentiality of such multi-jurisdictional task forces and to be able to form these task forces quickly; now, therefore,

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

SECTION 1. Chapter 2-84 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-84-053, as follows:

2-84-053. Authority To Enter Into Task Force Agreements.

In addition to any other authority provided in this code, the superintendent of police shall have the authority to enter into agreements to form law enforcement task forces, and other cooperative agreements, with the following law enforcement agencies: United States Drug Enforcement Administration; Federal Bureau of Investigation; Illinois Department of State Police; Illinois Attorney General; United States Department of Justice; United States Department of Justice, Bureau of Alcohol, Tobacco and Firearms; State's Attorney of Cook County; and other law enforcement agencies determined by the superintendent of police to be necessary for the fulfillment of law enforcement functions. Such agreements shall be subject to approval by the corporation counsel as to form and legality. Such agreements may contain provisions to indemnify or hold harmless participating agencies and their personnel in connection with, or resulting from, the use of vehicles and other equipment used for investigatory and surveillance purposes, for training provided by participating agencies, and for other purposes in connection with the purposes of the task force. The agreements may not authorize the deployment of city personnel or use of city equipment unless the city council has duly appropriated funds for such personnel and equipment. The superintendent of police shall notify the chairman of the city council committee on police and fire with respect to multi-jurisdictional agreements entered into in accordance with this section.

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

APPROVAL OF AMENDED SITE DESIGNATION FOR ADDITIONAL
PARKING FACILITIES AT NEW CENTRAL DISTRICT
POLICE HEADQUARTERS.

The Committee on Police and Fire submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Police and Fire, having held a meeting on Friday, December 19, 1997 and having had under consideration an ordinance introduced by The Honorable Richard M. Daley, Mayor, concerning a request by the Public Building Commission of Chicago authorizing a site designation for the Central District Police Headquarters, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission Act of the State of Illinois, 50 ILCS 20/1, et. seq., as amended (the "Act") provides a means of facilitating the acquisition, construction and improvement of public buildings and facilities; and

WHEREAS, On March 18, 1956, the City Council (the "City Council") of the City of Chicago (the "City") created the Public Building Commission of Chicago (the "Commission") to assist in the funding and constructing of public improvements; and

WHEREAS, Pursuant to the provisions of an ordinance (the "Site Designation Ordinance") passed by the City Council on November 20, 1996, at pages 34791 through 34814 of the Journal of the Proceedings of the City Council (the "Journal"), the Commission has undertaken a project involving the acquisition and construction of a new Central District Police Headquarters (the "Project"); and

WHEREAS, The Site Designation Ordinance approved, inter alia, the designation by the Commission of the area bounded by East 35th Street on the north, South Michigan Avenue on the east, East 36th Street on the south and South State Street on the west (the "Property"), as the site for the construction of the Project; and

WHEREAS, Subsequent to the adoption of the Site Designation Ordinance, the City requested that the Commission designate certain additional real estate located adjacent to the Property, as more fully described in Section 2 below (the "Amended Site"), for acquisition and improvement to provide additional parking facilities for the Project; and

WHEREAS, On October 1, 1997, the Board of Commissioners (the "Board") of the Commission, by resolution, selected, located and designated the Amended Site for the aforesaid purposes and requested that the City Council approve such Amended Site pursuant to the requirements of Section 14 of the Act; and

WHEREAS, The Amended Site is conveniently located, lies wholly within the territorial boundaries of the City and of sufficient size to provide appropriate architectural settings and adequate landscaping for the Project; 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 reference.

SECTION 2. The City Council hereby approves the following described site, heretofore approved by the Commission at the request of the City, for acquisition and improvement by the Commission to provide additional parking facilities for the Project pursuant to the requirements of Section 14 of the Act:

New Central Police Headquarters
Amended Site Designation For
Additional Parking Facilities.

That certain real estate which is located in the block bounded by East 36th Street on the north, South Wabash Avenue on the east, East 37th Street on the south and South State Street on the west.

SECTION 3. With the exception of the amendment of the site designated for the Project to include additional property as described in Section 2 above, the City Council hereby ratifies and affirms all other provisions of the Site Designation Ordinance.

SECTION 4. This ordinance shall be effective immediately upon its passage.

AUTHORIZATION FOR DONATION OF ONE AMBULANCE TO
THE CITY/STATE OF DABROWA, TARNOWSKA, POLAND.

The Committee on Police and Fire, submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Police and Fire, having held a meeting on Friday, December 19, 1997 and having had under consideration an ordinance introduced by Alderman Michael Wojcik (30th Ward) asking the Chicago Fire Department to donate one outdated ambulance to the City/State of Dabrowa Tranowska, begs leave to report and recommend that Your Honorable Body Pass the said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Fire Department of the City of Chicago has several outdated and antiquated ambulances and is purchasing new ambulances to replace them; and

WHEREAS, The Fire Department of the City of Chicago historically utilizes ambulance for a period of five years before they become outdated and strip the vehicles and sell the shells for scrap metal; and

WHEREAS, The Fire Department of the City of Chicgo has outdated ambulance which could be put to great use serving the citizens of City/State DABROWA TARNOWSKA, POLAND now, therefore,

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

SECTION 1. The Commissioner of General Services and the Purchasing Agent are hereby authorized to donate one outdated Fire Department ambulance which could no longer be used in the City of Chicago, to the City/State of DABROWA TARNOWSKA. The City of Chicago shall provide a certificate of title to the City/State of DABROWA TARNOWSKA, WOJ. TARNOW, POLAND free and clear of any liens and encumbrances. The City of Chicago conveys said vehicles in "as is" condition without any warranties either expressed or implied and expressly excludes any warranty of merchantability and fitness for a particular purpose.

SECTION 2. The Commissioner of Genral Services and the Purchasing Agent are hereby authorized to enter into and excute such other documents as may be necessary and proper to implement this donation.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 30, September 10, October 1, 28 and November 5, 1997) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas – Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location
1	North Ashland Avenue (east side) from a point 20 feet north of West Huron Street, to a point 90 feet north thereof -- loading zone/tow-away zone -- 7:30 A.M. to 9:00 P.M. -- daily (97-0876);
22	South Lawndale Avenue (west side) from a point 70 feet south of West 23 rd Street, to a point 25 feet south thereof -- handicapped loading zone (97-1056);
32	North Damen Avenue (east side) from a point 150 feet north of West North Avenue, to a point 25 feet north thereof -- loading zone 11:00 A.M. to 12:00 Midnight (97-1123);
42	West Chicago Avenue (south side) from a point 105 feet west of North Wells Street, to a point 50 feet west thereof -- loading zone/tow-away zone -- 11:00 A.M. to 5:00 A.M. (97-1551);
42	East Haddock Place (south side) from a point 20 feet east of North State Street, to a point 25 feet east thereof (97-1330);

Ward	Location
44	West Cornelia Avenue (south side) from a point 30 feet east of North Southport Avenue, to a point 25 feet east thereof -- loading zone -- 12:00 Noon to 11:00 P.M. (97-1160);
45	North Northwest Highway (west side) from a point 274 feet east of West Bryn Mawr Avenue, to a point 20 feet east thereof -- loading zone/tow-away zone -- 8:00 A.M. to 4:40 P.M. -- Monday through Friday (97-1346);
47	West Wilson Avenue (south side) from a point 20 feet west of North Dover Street, to a point 25 feet west thereof -- 9:00 A.M. to 8:00 P.M. -- no exceptions (97-1164).

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 May 10, 1989 (Journal of the Proceedings of the City Council, page 850) which reads:

"North LaSalle Street (west side) from a point 30 feet north of West Superior Street, to a point 40 feet north thereof -- 9:30 A.M. to 7:30 P.M. -- Monday through Friday"

by striking:

"loading zone -- 9:30 A.M. to 7:30 P.M. -- Monday through Friday"

and inserting:

"15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:30 A.M. to 6:00 P.M. -- Monday through Saturday" (Ward 42) (97-1499).

SECTION 2. Amend ordinance passed November 6, 1991 (Journal of the Proceedings of the City Council, page 7255) which reads:

"North Wells Street (west side) from a point 75 feet north of West Superior Street, to a point 23 feet north thereof -- loading zone/tow-away zone -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking:

"6:00 P.M."

and inserting:

"12:00 Midnight" (Ward 42) (97-1490).

SECTION 3. Repeal ordinance passed September 11, 1997 (Journal of the Proceedings of the City Council, page 5014) which reads:

"North Clark Street (east side) from West Calhoun Place to West Madison Street -- loading zone/tow-away zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday"

by striking the above (Ward 42) (97-1333).

SECTION 4. Repeal ordinance passed November 1, 1995 (Journal of the Proceedings of the City Council, page 9077) which reads:

"West Monroe Street (south side) from a point 135 feet east of North Dearborn Street, to a point 65 feet east thereof -- loading zone -- 6:00 P.M. to 1:00 A.M. -- Tuesday through Saturday -- tow-away zone"

by striking the above (Ward 42) (97-1498).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF VEHICULAR TRAFFIC MOVEMENT
ON PORTIONS OF PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10 and October 1, 1997) proposed ordinances to establish vehicular traffic movement 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 vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, 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 way between the limits indicated:

Ward	Location
34	West 113 th Street, from South State Street to South Wentworth Avenue -- westerly (97-1196);
44	West Grace Street, from North Southport Avenue to North Janssen Avenue -- easterly (except for school buses on school days -- 8:00 A.M. to 4:30 P.M.) (97-1343).

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

ESTABLISHMENT AND AMENDMENT OF PARKING METER
AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 19, 1997) proposed ordinances to establish and amend parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Meter Areas.

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
27	West Randolph Street (north side) from the John F. Kennedy Expressway to North Halsted Street -- extension of Area 260 -- two hour limit -- 25¢ per 15 minutes -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday unless otherwise posted;
42	North Kingsbury Street (east side) from the John F. Kennedy Expressway to West Ontario Street -- extension of Area 202 -- two hour limit -- 30 minute limit -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday.

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

Amendment Of Parking Meter Area.

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

SECTION 1. Amend ordinance related to West 26th Street, from South Christiana Avenue to South Sacramento Avenue, by striking:

“8:00 A.M. to 9:00 P.M. -- Monday through Saturday”

and inserting:

“9:00 A.M. to 6:00 P.M. -- Monday through Friday” (Ward 12).

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, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 2, May 14, 1996, July 2, 30, September 10, October 1, 28 and November 5, 1997) 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 vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Prohibition Of Parking At All Times.

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 the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way as indicated:

Ward

Location

22

South Kilbourn Avenue (west side) from West 31st Street to the dead end south thereof (97-1265).

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

*Prohibition Of Parking At All Times.
(Except For Handicapped)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward

Location

1

855 North Maplewood Avenue -- Handicapped Parking Permit 15759;

5

7645 South Maryland Avenue --Handicapped Parking Permit 15659;

5

7347 South Kimbark Avenue -- Handicapped Parking Permit 15662;

6

510 East 80th Street -- Handicapped Parking Permit 15663;

Ward	Location
7	8004 South Marquette Avenue -- Handicapped Parking Permit 15279;
9	10019 South Indiana Avenue -- Handicapped Parking Permit 15794;
9	10831 South Prairie Avenue --Handicapped Parking Permit 15791;
9	654 East 105 th Place -- Handicapped Parking Permit 15792;
10	9544 South Avenue L -- Handicapped Parking Permit 15489;
13	3300 West 79 th Street -- Handicapped Parking Permit 15008;
13	6333 South Keating Avenue -- Handicapped Parking Permit 13962;
13	6336 South Keating Avenue -- Handicapped Parking Permit 14121;
14	3130 West 42 nd Street -- Handicapped Parking Permit 15808;
14	4150 South Campbell Avenue --Handicapped Parking Permit 6900;
15	6437 South Hamilton Avenue -- Handicapped Parking Permit 15680;

Ward	Location
15	6122 South Maplewood Avenue --Handicapped Parking Permit 15813;
19	10048 South Campbell Avenue -- Handicapped Parking Permit 15843;
21	9123 South Aberdeen Street -- Handicapped Parking Permit 5828;
22	2227 South Kenneth Avenue -- Handicapped Parking Permit 15858;
23	5330 South Millard Avenue - Handicapped Parking Permit 15423;
24	625 South Kedvale Avenue -- Handicapped Parking Permit 15547;
24	4349 West Flourney Street -- Handicapped Parking Permit 15696;
25	3230 South Green Street -- Handicapped Parking Permit 15800;
25	1819 South Laflin Street -- Handicapped Parking Permit 15793;
25	1050 West 31 st Place -- Handicapped Parking Permit 15799;
27	952 North Lawndale Avenue -- Handicapped Parking Permit 15584;

Ward	Location
27	942 North Lawndale Avenue -- Handicapped Parking Permit 15724;
32	2023 North Honore Street -- Handicapped Parking Permit 15642;
40	6133 North Ravenswood Avenue -- Handicapped Parking Permit Number 15622;
47	1346 West Byron Street -- Handicapped Parking Permit 15747;
47	2156 West Cuyler Avenue -- Handicapped Parking Permit 15718;
47	1913 West Cullom Avenue -- Handicapped Parking Permit 15775;
47	1848 West Grace Street -- Handicapped Parking Permit 15781;
50	6431 North California Avenue -- Handicapped Parking Permit 15752.

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:

“711 North Leavitt Street -- Handicapped Parking Permit 3831” (1st Ward).

SECTION 2. Amend ordinance by striking:

“832 North Paulina Street -- Handicapped Parking Permit 13677” (1st Ward).

SECTION 3. Amend ordinance by striking:

“1928 West Potomac Avenue -- Handicapped Parking Permit 5356” (1st Ward).

SECTION 4. Amend ordinance by striking:

“10524 South Avenue -- Handicapped Parking Permit 11771” (10th Ward).

SECTION 5. Amend ordinance by striking:

“6541 South Whipple Street -- Handicapped Parking Permit 7797” (14th Ward).

SECTION 6. Amend ordinance by striking:

“2751 South St. Louis Avenue -- Handicapped Parking Permit 4919” (22nd Ward).

SECTION 7. Amend ordinance by striking:

“3206 South Springfield Avenue -- Handicapped Parking Permit 6356” (22nd Ward).

SECTION 8. Amend ordinance by striking:

"6154 West 63rd Street -- Handicapped Parking Permit 14695" (23rd Ward).

SECTION 9. Amend ordinance be striking:

"909 West 31st Street -- Handicapped Parking Permit 9222" (25th Ward).

SECTION 10. Amend ordinance by striking:

"2021 West 21st Place -- Handicapped Parking Permit 11434" (25th Ward).

SECTION 11. Amend ordinance by striking:

"1930 West 22nd Place -- Handicapped Parking Permit 12998" (25th Ward).

SECTION 12. Amend ordinance by striking:

"2309 South Leavitt Street -- Handicapped Parking Permit 14196" (25th Ward).

SECTION 13. Amend ordinance by striking:

"2527 North Lotus Avenue -- Handicapped Parking Permit 14196" (30th Ward).

SECTION 14. Amend ordinance by striking:

"3251 North Kenneth Avenue -- Handicapped Parking Permit 8102" (30th Ward).

SECTION 15. Amend ordinance by striking:

"4002 West Berteau Avenue -- Handicapped Parking Permit 10343" (30th Ward).

SECTION 16. Amend ordinance by striking:

"4550 West Schubert Avenue -- Handicapped Parking Permit 11973" (31st Ward).

SECTION 17. Relocate from 1844 North Talman Avenue to 1909 North Lowell Avenue -- Handicapped Parking Permit 15401 (31st Ward).

SECTION 18. Amend ordinance by striking:

"2855 North Southport Avenue -- Handicapped Parking Permit 5858" (32nd Ward).

SECTION 19. Amend ordinance by striking:

"5449 West Dakin Street -- Handicapped Parking Permit 8863" (38th Ward).

SECTION 20. Amend ordinance by striking:

"2802 West Berwyn Avenue -- Handicapped Parking Permit 14553" (40th Ward).

SECTION 21. Amend ordinance by striking:

"2732 West Rascher Avenue -- Handicapped Parking Permit 12377" (40th Ward).

SECTION 22. Amend ordinance by striking:

"2828 North Pine Grove Avenue -- Handicapped Parking Permit 14655" (44th Ward).

SECTION 23. Amend ordinance by striking:

"5618 -- 5622 North Miltimore Avenue -- Handicapped Parking Permit 5576" (45th Ward).

SECTION 24. 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 way in the area indicated, during the hours specified:

Ward	Location
42	South Carpenter Street (west side) from West Cabrini Street to West Arthington Street -- school days -- 8:00 A.M. to 4:30 P.M. -- except for school buses (97-1549).

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

Amendment Of Service Drive/Diagonal Parking.

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

SECTION 1. Amend ordinance by striking:

"West Cortland Street (north side) alongside 1900 North Narragansett Avenue from the northwest corner to the first alley west thereof" (36th Ward) (97-1542).

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

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE
TOW-AWAY ZONES ON PORTIONS OF
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10, October 1, 28 and November 5, 1997) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Alderman Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuster, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Designation Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
4	South Lake Park Avenue (west side) from a point 115 feet south of East 54 th Street, to a point 85 feet south thereof -- at all times (97-1224);
42	West Elm Street (north side) from a point 20 feet west of North State Street, to a point 35 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes - - 2:00 P.M. to 4:00 A.M. -- tow-away zone (97-0948);

Ward	Location
42	West Superior Street (south side) from a point 80 feet west of North Wells Street, to a point 25 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes - - 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (97-1496);
42	North LaSalle Street (east side) from West Grand Avenue to West Ontario Street -- no stopping, standing, parking -- tow-away zone (97-1497);
42	North Clark Street (east side) from a point 30 feet north of West Madison Street, to a point 97 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes - - 6:00 A.M. to 10:00 P.M. -- Monday through Saturday -- tow-away zone (97-1333);
42	East Superior Street (north side) from the west property line of North St. Clair Street, to a point 75 feet east thereof -- 15 minute standing zone - - unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (97-1140);

Ward	Location
42	West Ohio Street (both sides) from North LaSalle Street to North Clark Street -- no stopping, standing, parking - - tow-away zone (97-1151);
42	West Monroe Street (south side) from a point 45 feet east of South Dearborn Street, to a point 175 feet east thereof -- tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday -- except holidays (97-1498);
43	North Astor Street (east side) from a point 165 feet north of East Burton Place, to a point 50 feet north thereof (97-1337);
44	West Grace Street (north side) from North Southport Avenue to North Janssen Avenue -- school days -- 8:00 A.M. to 4:30 P.M. -- tow-away zone (97-1340).

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

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Repeal ordinance passed October 28, 1997 (Journal of the Proceedings of the City Council, page 54874) which reads:

"166 East Superior Street -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- at all times -- no exceptions"

by striking the above (42nd Ward) (97-1140).

SECTION 2. Repeal ordinance passed October 1, 1997 (Journal of the Proceedings of the City Council, page 53258) which reads:

"West Chicago Avenue (south side) from a point 105 feet west of North Wells Street, to a point 40 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 11:00 A.M. to 5:00 A.M."

by striking the above (42nd Ward) (97-1551).

SECTION 3. Repeal ordinance passed February 7, 1997 (Journal of the Proceedings of the City Council, page 38774) which reads:

"West Ohio Street (both sides) from North LaSalle Street to North Clark Street -- no parking anytime -- tow-away zone"

by striking the above (42nd Ward) (97-1151).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION AND AMENDMENT OF
TRAFFIC WARNING SIGNS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 30, September 10, October 1 and November 12, 1997) a proposed ordinance and proposed orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and substitute order submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

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 and order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Type Of Sign And Location
4	"All-Way Stop" signs, at South Harper Avenue and East 54 th Place (97-1559);
7	"Stop" sign, stopping South Muskegon Avenue for East 78 th Street (97-1388);
8	"Stop" sign, stopping South University Avenue for East 96 th Street (97-1390);
8	"All-Way Stop" sign, at South Ridgeland Avenue and East 88 th Street (97-1394);
9	"All-Way Stop" sign, at South Prairie Avenue and East 102 nd Street (97-1237);
9	"All-Way Stop" sign, at South Parnell Avenue and West 128 th Street (97-1234);
9	"Two-Way Stop" sign, stopping South Lowe Avenue for West 126 th Street (97-1074);
23	"Stop" signs, stopping South Rutherford Avenue for West 62 nd Street (97-1003);

Ward	Type Of Sign And Location
34	"Two-Way Stop" signs, stopping West 105 th Street for South Peoria Street (97-1309);
34	"All-Way Stop" signs, at South Peoria Street and 104 th Street (97-1303);
34	"All-Way Stop" signs, at South Aberdeen Street and West 104 th Street (97-1304);
36	"All-Way Stop" sign, at North Melvina Avenue and West Wrightwood Avenue (97-1316);
36	"Stop" sign, stopping North Rutherford Avenue for West Schubert Avenue (97-1319);
37	"Stop" sign, stopping West Potomac Avenue for North Lockwood Avenue (97-1205);
38	"Stop" signs, stopping North Kolmar Avenue for West Berteau Avenue (97-1325);
41	"Stop" sign, stopping North Neenah Avenue for West Palatine Avenue (97-1320);
47	"All-Way Stop" sign, at North Wolcott Avenue and West Berteau Avenue (97-1351);
49	"Four-Way Stop" signs, at North Ashland Avenue and West Chase Avenue (97-1214);

Ward	Type Of Sign And Location
50	"All-Way Stop" sign, at West Coyle Avenue and North Washtenaw Avenue (97-1369);
50	"All-Way Stop" signs, at North Washtenaw Avenue and West Morse Avenue (97-1370).

Amendment Of Traffic Warning Sign.

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

SECTION 1. Repeal ordinance passed September 10, 1997 (Journal of the Proceedings of the City Council, page 51713) which reads:

"stopping West 60th Street for South Mulligan Avenue -- 'Two-Way Stop' sign" by striking the above (23rd Ward) (94-1572).

SECTION 2. This ordinance shall take effect and 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	Type Of Sign And Location
31	West Dickens Avenue from the first alley west of North Cicero Avenue to North Lamon Avenue and West Shakespeare Avenue, from the first alley west of North Cicero Avenue to North Lamon Avenue -- "Close To Traffic" -- 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M., on school days during the school year. Provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with and provided the school is responsible for traffic control devices (97-1467);
31	West Cortland Avenue, from North Kedvale Avenue to Karlov Avenue and North Kedvale Avenue from West Bloomingdale Avenue to West Cortland Street -- "Close To Traffic" -- 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M., on school days during the school year. Provided provisions of Section 9-12 040 of the City Traffic Code are fully complied with the provided school is responsible for traffic control devices (97-1468);

Ward	Type Of Sign And Location
45	West Seminole Avenue, between North Austin Avenue and North McVicker Avenue -- "Close To Traffic" - - all school days from 2:15 P.M. to 3:30 P.M. -- Provided provisions of Section 9-12- 040 of the City Traffic Code are fully complied with and provided the school is responsible for traffic control devices (97-1345);
50	North Francisco Avenue, from North Pratt Avenue to West Touhy Avenue -- "Heavy Trucks Prohibited" signs. --(97-1368).

SECTION 2. This ordinance take effect and be in force here in after 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 Natarus moved to *Concur* In the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *failed to pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone --46.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (June 4, July 2 and 30, September 10, October 1 and 28, November 5, 12 and 19, 1997) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

Ward

Location

12

3500 block of West Pershing Road (south side) trucks. No City Council action necessary. Signs will be installed under City Traffic Code 9-64-170(a) (97-1399).

Parking Prohibited At All Times -- Handicapped:

Ward	Location
10	10533 South Avenue H. Insufficient fire hydrant clearance;
14	3008 West 42 nd Street. Insufficient fire hydrant clearance;
19	1757 West 95 th Street. Handicapped Parking -- \$100.00 fine -- tow-away zone. Request withdrawn by requestor (97-1256);
25	1819 South Laflin Street. Duplicate ordinance proposal passed with Permit 15793 on October 28, 1997;
25	1748 West Cermak Road. Fails to meet building zone requirements;
30	5128 West Medill Avenue. Insufficient fire hydrant clearance;
36	3939 North Ottawa Avenue. No longer needed;
38	5615 West Cornelia Avenue. Insufficient alley way clearance;

Miscellaneous Signs:

Ward

Location

17

On the north side of the viaduct at West 75th Street and South Peoria. Street -- "No Dumping" signs. "No Dumping" signs fall under the jurisdiction of the Department of Environment (97-1565).

Single Direction:

Ward

Location

23

West 46th Street, from South Keating Avenue to South Cicero Avenue westerly. Duplicate proposal previously recommended on proposal dated June 4, 1997 (97-1328).

Speed Limitations:

Ward

Location

41

West Howard Street, from North Milwaukee Avenue westerly to city limits -- 25 miles per hour. This location does not fall within city limits (97-1328).

Tow-Away Zones:

Ward

Location

12

West Cermak Road (north side) from South Rockwell Street to South Marshall Boulevard -- tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Wednesdays and Fridays (for street cleaning purposes). No City Council action necessary for the installation of street cleaning signs. Signs will be installed under City Traffic Code 9-64-040 and per Department of Streets and Sanitation review (97-0643);

12

West Cermak Road (south side) from South Christiana Avenue to South Rockwell Street -- tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Tuesdays and Thursdays (for street cleaning purposes). No City Council action necessary for the installation of street cleaning signs. Signs will be installed under City Traffic Code 9-64-040 and per Department of Streets and Sanitation review (97-0642);

Ward	Location
46	928 West Wilson Avenue -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow- away zone after 15 minutes - - 8:00 A.M. to 7:00 P.M. -- everyday. This location falls within fire hydrant clearance (97-0964);

Traffic Warning Signs And Signals:

Ward	Type Of Sign And Location
5	"Stop" signs, for all-way traffic on East 76 th Street at the intersection of East 76 th Street and South Dorchester Avenue. East 76 th Street is a federal aid route "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (97- 1382);
5	"Stop" signs, for all-way traffic on East 73 rd Street at the intersection of South Merrill Avenue. East 73 rd Street is a through street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (97-1381);

Ward	Type Of Sign And Location
8	"All-Way Stop" signs, at the intersection of East 79 th Street and South Maryland Avenue. East 79 th Street is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvement (97-1392);
10	"Stop" signs, for east and westbound traffic on East 104 th Street at South Avenue N Duplicate proposal. Previously passed February 7, 1997 (Journal of Proceedings of the City Council, page 38878). Sign has been installed (97-0983);
20	"Stop" signs, for the traffic flowing south of the intersection of 5700 South Michigan Avenue. South Michigan Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (97-1257);
21	"Two-Way Stop" signs, for north and southbound traffic at intersection of West 101 st Street and South May Street. Duplicate proposal. Previously recommended on proposal dated October 1, 1997 (97-1264);

Ward	Type Of Sign And Location
31	"Four-Way Stop" signs, for North Kilbourn Avenue (4500) and West Wrightwood Avenue (2600). Duplicate request. Previously passed October 25, 1950 (Journal of Proceedings of the City Council, page 7052) stopping North Kilbourn Avenue and passed February 26, 1986 (Journal of Proceedings of the City Council, page 28199) stopping West Wrightwood Avenue. Signs are posted (97-1182);
41	"Two-Way Stop" signs, North Lehigh Avenue at North Hiawatha Avenue. North Lehigh Avenue is a federal aid route. "Stop" signs are not warranted. Unwarranted "Stop" signs on a federal aid route could jeopardize federal funding for street improvements (97-1327);
49	"Stop" signs, north/southbound traffic on North Paulina Street at West Chase Avenue. Duplicate request previously passed September 12, 1990, (Journal of the Proceedings of the City Council, page 21079). Signs are posted (97-1366).

Amend Tow-Away Zones:

Ward	Location
42	Amend the tow-away zone located at 230 East Delaware Place by striking: "Tow-Away Zone" and inserting: "15 minute standing zone -- unattended vehicles must have hazard lights flashing -- after 15 minutes tow-away zone". Request withdrawn by requestor (97-1493).

These *Do Not Pass* recommendations were concurred in by the members of the committee present, with no dissenting vote.

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, December 29, 1997.

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 December 10, 1997) 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Family Rescue, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Family Rescue, Inc., upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use a wheelchair ramp on the public way adjacent to the premises known as 3234 East 91st Street. Said ramp shall be installed for handicapped access to the building and be twenty-two (22) feet, three (3) inches in length and three (3) feet, ten (10) inches in width at a height of four (4) feet, six (6) inches to the top of the railing. There shall be six (6) feet of clear and unobstructed space for pedestrian traffic at all times. 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 are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of 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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by

the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 Insurers 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 away 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.

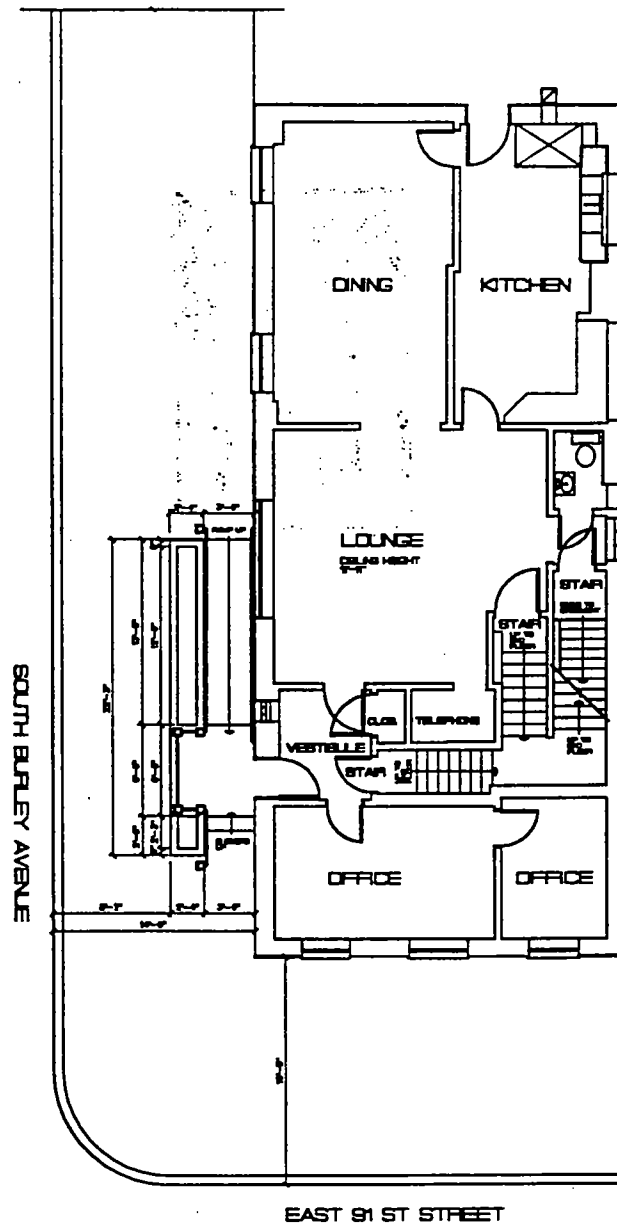
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 60054 of this Journal.]

Ordinance associated with this drawing printed on
pages 60051 through 60053 of this Journal.



SITE PLAN SHOWING NEW ENTRANCE RAMP AND STAIRS
SCALE 1/8" = 1'-0"



ROSENTHAL FAMILY LODGE
8000 EAST 91ST STREET

OFFSHORE-TRITILL LTD. ARCHITECTURE-PLANNING

Friedman Properties.

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, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use seven (7) tree grates, four (4) planter boxes, four (4) light poles and three (3) trash receptacles for beautification purposes adjacent to its premises known as 420 North Wabash Avenue:

Tree Grates:	Said tree grates shall be installed in existing tree pits on the East Hubbard Street sidewalk side of the building. Each tree grate shall measure four (4) feet in length and four (4) feet in width.
Tree Planter Boxes:	Said tree planter boxes shall be installed on the North Wabash Avenue side of the building and measure three (3) feet, five (5) inches in length and three (3) feet, five (5) inches in width.
Light Poles:	Said light poles shall measure twenty-four (24) feet in diameter and twenty (20) feet in height. Two (2) light poles shall be installed on North Wabash Avenue and two (2) light poles installed on the East Hubbard Street side of the building.
Trash Receptacles:	Said trash receptacles shall measure twenty-five (25) feet in diameter and four (4) feet in height. Two (2) trash receptacles shall be installed on North Wabash Avenue and one (1) shall be installed on the East Hubbard Street side of building.

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 Zero and no/100 Dollars (\$0.00) 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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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 60059 of this Journal.]

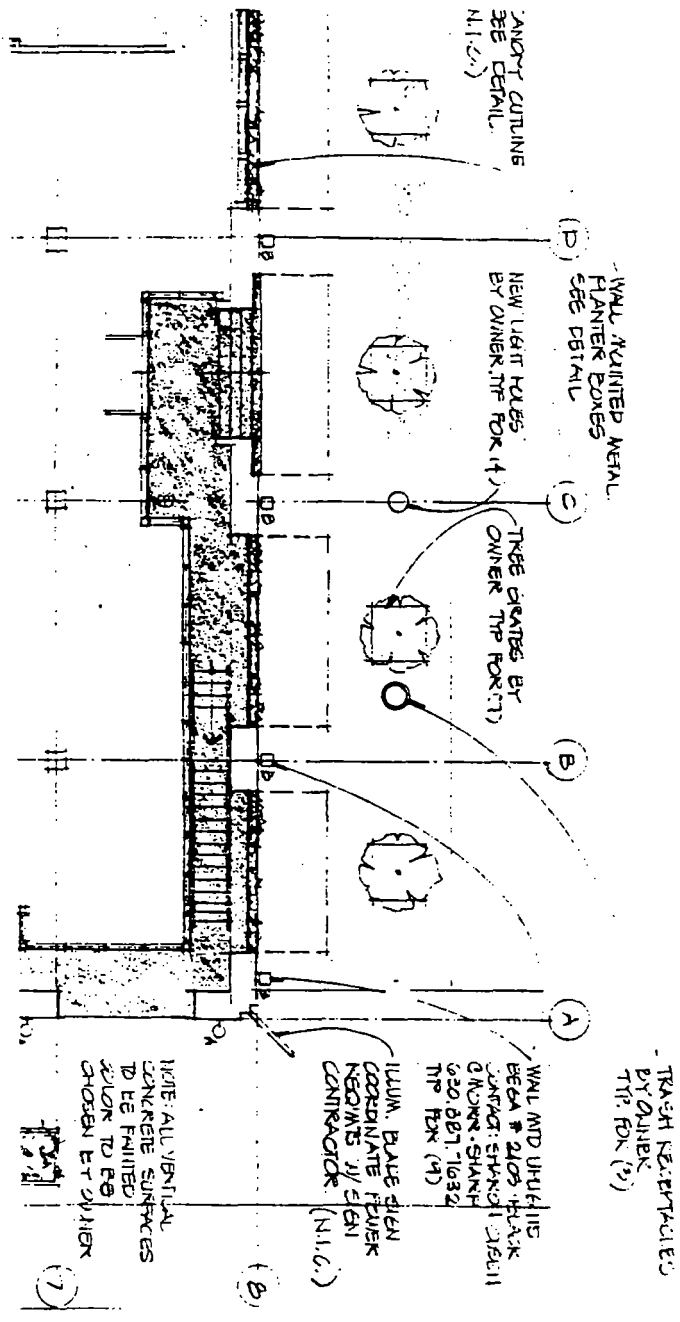
Irmco Properties & Management Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Irmco Properties & Management Corporation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a sliding security gate adjacent to the premises known as 6152 North Kenmore Avenue. Said gate shall encroach the public way six (6) inches and shall be installed for the purpose of securing the ingress/egress to the parking lot. Gate shall be a total of twenty-six (26) feet in length. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 60060)

Ordinance associated with this drawing printed on
pages 60055 through 60058 of this Journal.



(Continued from page 60058)

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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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 60063 of this Journal.]

Loretto Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Loretto Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a water service line and shut-off valve to supply water to a building addition adjacent to its property located at 645 South Central Avenue and described as follows: said water service line and shut-off valve is constructed of ductile iron and placed in a trench and begins at a point

(Continued on page 60064)

(Continued from page 60062)

approximately eighteen (18) feet west of the east line of West Flournoy Street and four (4) feet north of the south line of the sixteen (16) foot east/west public alley and proceeds in an easterly direction for a distance of two hundred seventy (270) feet; thence changes direction and enters into the basement of the rear of the buildings. Authority herein given and granted shall be for a period of five (5) years from and after November 15, 1997.

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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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.

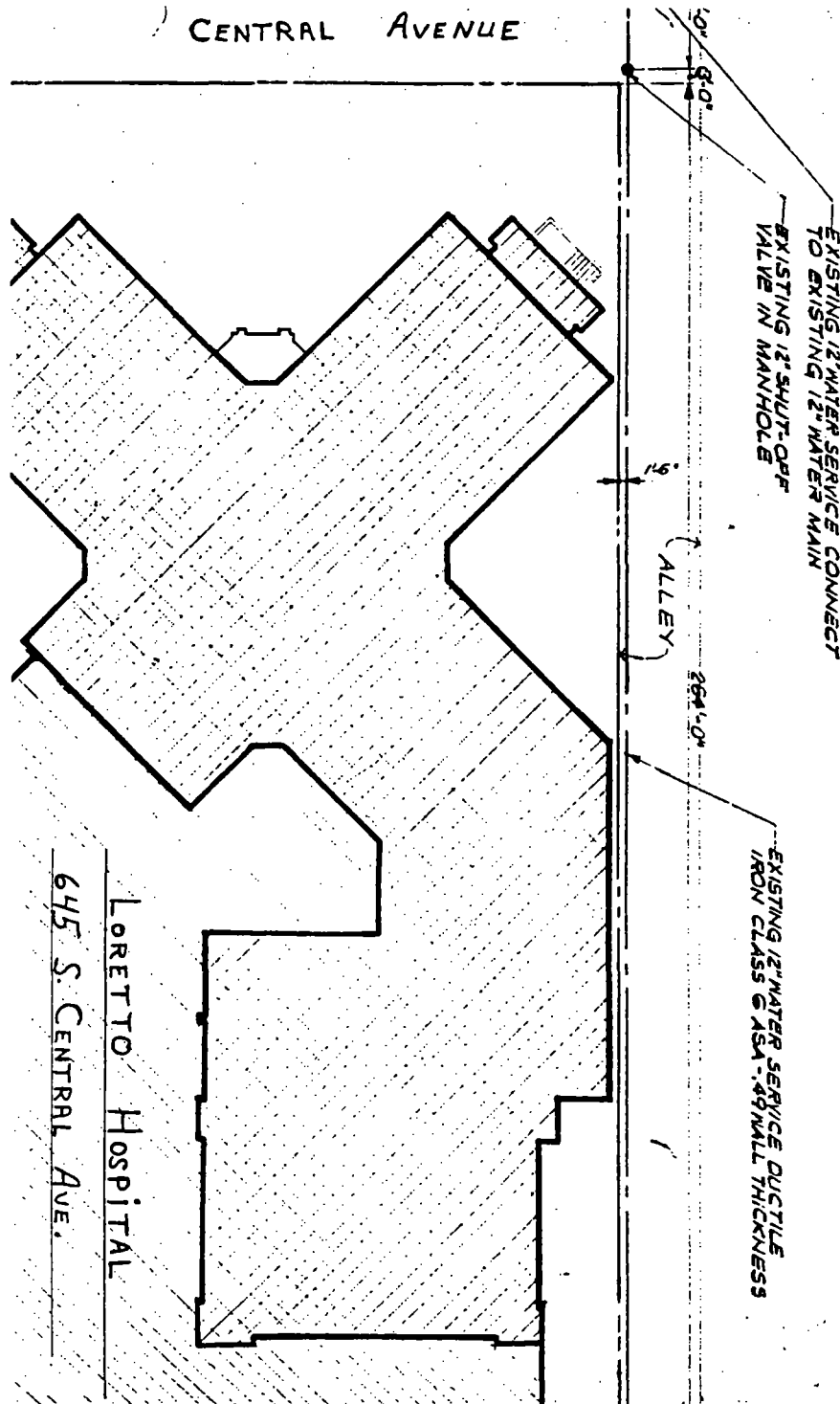
[Drawing referred to in this ordinance printed on
page 60067 of this Journal.]

Maggiano's Little Italy Restaurant.

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

(Continued on page 60068)

Ordinance associated with this drawing printed on
pages 60062 through 60066 of this Journal.



(Continued from page 60066)

SECTION 1. Permission and authority are hereby given and granted to Maggiano's Little Italy Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a walk-in cooler with interior entrance in the public alley adjacent to its premises known as 516 North Clark Street. Said walk-in cooler shall measure approximately ten (10) feet in length and eight (8) feet in width. 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 Eight Hundred Seventy and no/100 Dollars (\$870.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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 60071 of this Journal.]

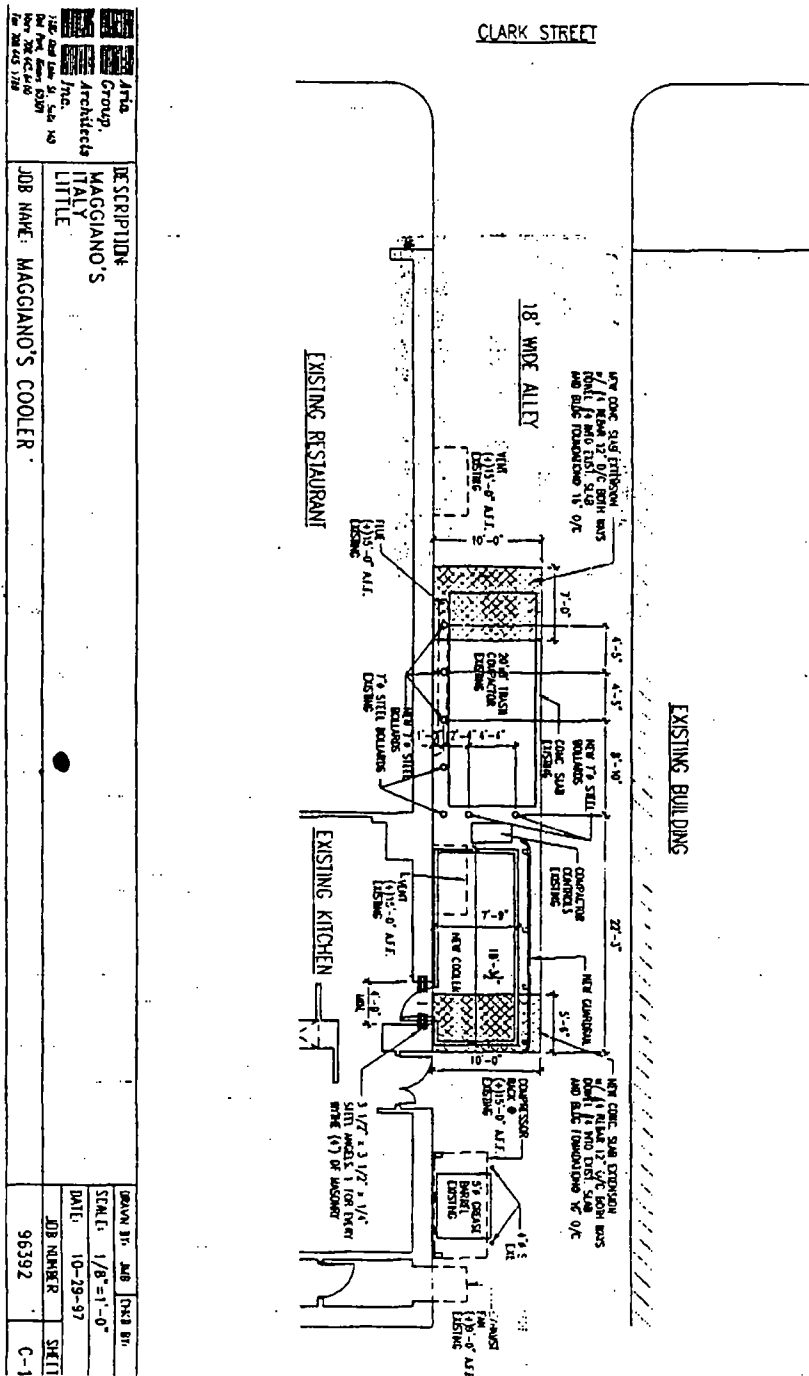
Michael Reese Hospital & Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to Michael Reese Hospital & Medical Center, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a handicapped ramp for wheelchair access adjacent to the premises known as 9133 South Stony Island Avenue. Said ramp shall be installed at the Stony Island Avenue entrance a total of thirty-one (31) feet in length and three (3) feet, six (6) inches in width at a height of nineteen (19) inches. Ramp shall be installed allowing a minimum of six (6) feet of clear and unobstructed space for pedestrian passage on the existing sidewalk. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 60072)

Ordinance associated with this drawing printed on
pages 60066 through 60070 of this Journal.



(Continued from page 60070)

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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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 60075 of this Journal.]

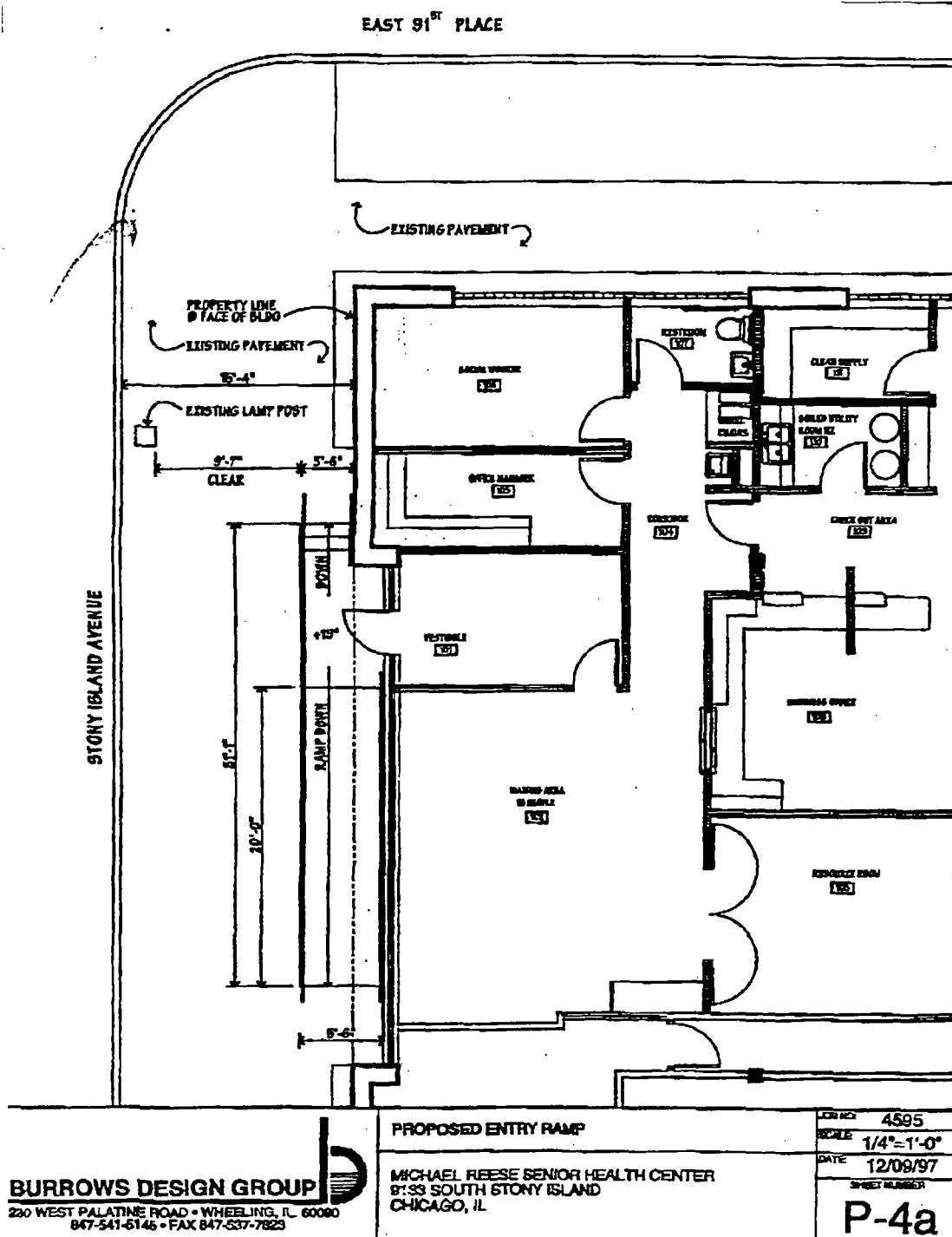
O & G Spring & Wire.

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

SECTION 1. Permission and authority are hereby given and granted to O & G Spring & Wire, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a two and one-half (2½) inch conduit under the public way adjacent to its premises located at 4432 -- 4500 West Division Street. Said conduit shall extend under the public way from a Commonwealth Edison transformer vault in front of the above named premises running east for a total distance of one hundred sixty-two (162) lineal feet curving into private property. Authority herein given and granted shall be for a period of five (5) years from and after November 25, 1997.

(Continued on page 60076)

Ordinance associated with this drawing printed on
pages 60070 through 60074 of this Journal.



(Continued from page 60074)

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 Twelve and no/100 Dollars (\$312.00) 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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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 60079 of this Journal.]

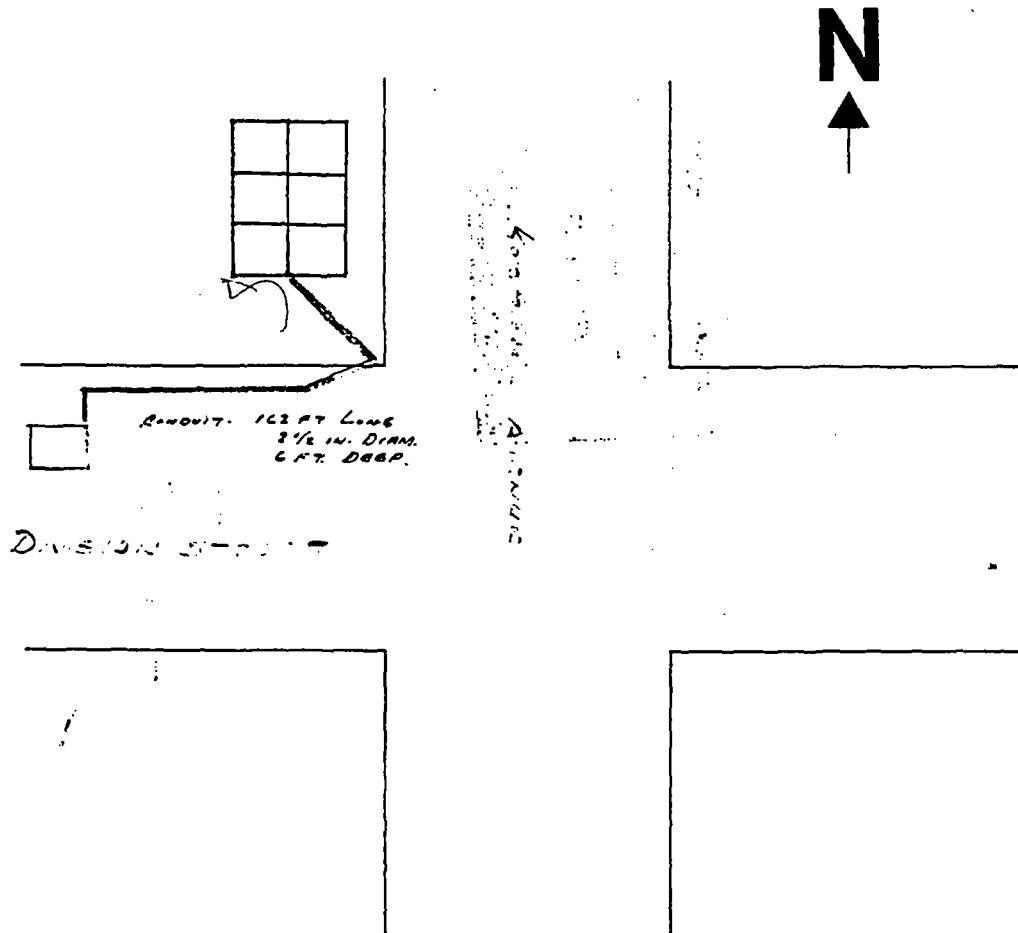
Original Mitchel's Ltd.

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

SECTION 1. Permission and authority are hereby given and granted to Original Mitchel's Ltd., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a covered chute in the sidewalk adjacent to its premises known as 101 West North Avenue. Said chute shall be twelve (12) feet in length and six (6) feet in width. Said chute shall be used for receiving goods. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 60080)

Ordinance associated with this drawing printed on
pages 60074 through 60078 of this Journal.



(Continued from page 60078)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the

City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for
printing purposes but on file and available
for public inspection in the
Office of the City Clerk]

Peer Foods.

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

SECTION 1. Permission and authority are hereby given and granted to Peer Foods, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a boiler stack adjacent to its premises known as 1400 West 46th Street. Said boiler stack shall measure thirty (30) inches in length and forty (40) inches in width and will hang over the public way and shall be sixteen (16) feet high above the ground. 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 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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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 60086 of this Journal.]

Praxair, Inc.

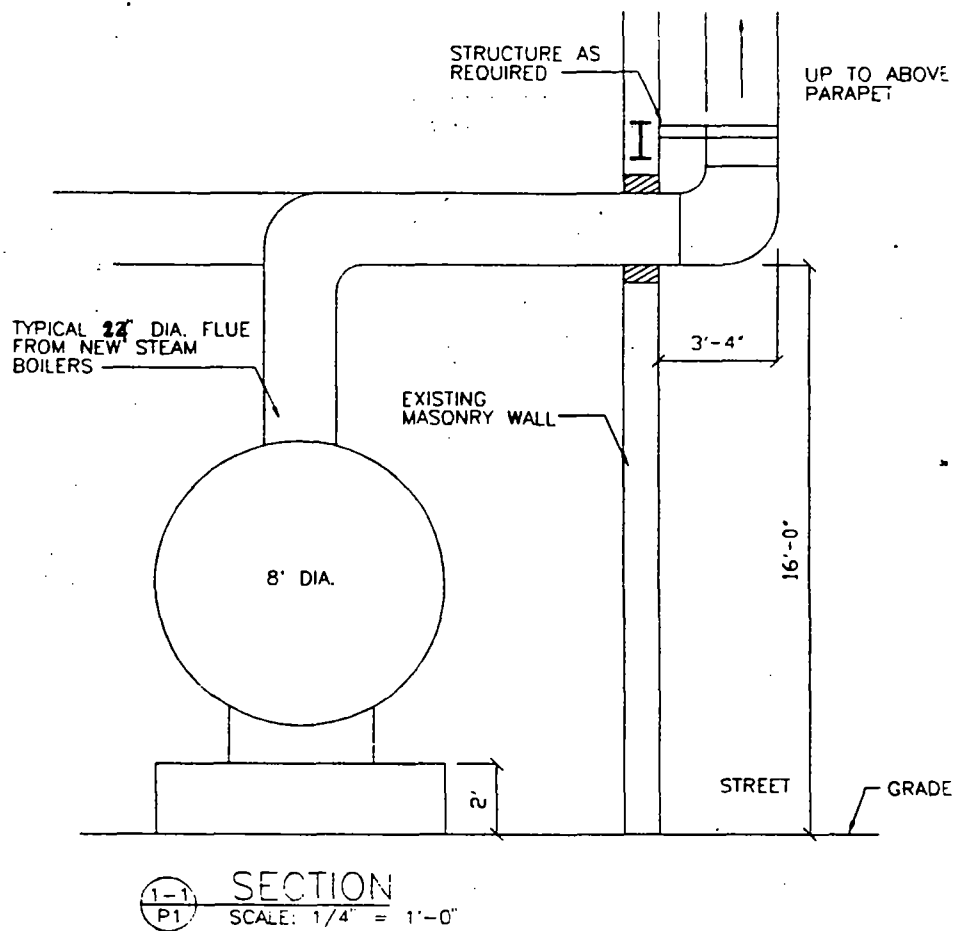
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Praxair, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a sixteen (16) inch nitrogen pipeline with approximately six hundred (600) pounds per square inch working pressure and twenty-five (25) telemeter cable under certain public streets, to be used to supply nitrogen gas to LTV and Acme Steel Companies. Said pipeline is encased at all City of Chicago crossings in a twenty-two (22) inch steel casing and is placed in a backfilled trench at an approximate depth of not less than five (5) feet below street grade. The nitrogen pipeline mentioned will cross the Illinois-Indianastate line south of East 135th Street inside the northerly line of a private right-of-way and proceeds in a westerly direction changing directions at the intersection of South Avenue O and proceeds northerly within the boundaries of the Commonwealth Edison right-of-way. Said pipeline continues northerly under and across East 135th Street, East 134th Street, East 133rd Street, East 132nd Street, East 131st Street and East 130th Street; thence changing direction westerly under and across private railroad tracks and continuing in a northerly

(Continued on page 60087)

Ordinance associated with this drawing printed on
pages 60082 through 60085 of this Journal.

P. 0047



(Continued from page 60085)

direction into the properties owned by LTV and Acme Steel on the westerly side of South Avenue O, thence again proceeding under public property across East 118th Street, East 117th Street and East Plant Road; thence changing direction and proceeding northerly under and across East 114th Street and South Burley Avenue and finally into private property and into the furnaces. The operation of this pipeline shall not interfere with present services or underground utilities. The above named privilege is herein given and granted for a period of five (5) years from and after May 4, 1997.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Two Hundred Ninety-two and no/100 Dollars (\$5,292.00) 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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the 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.

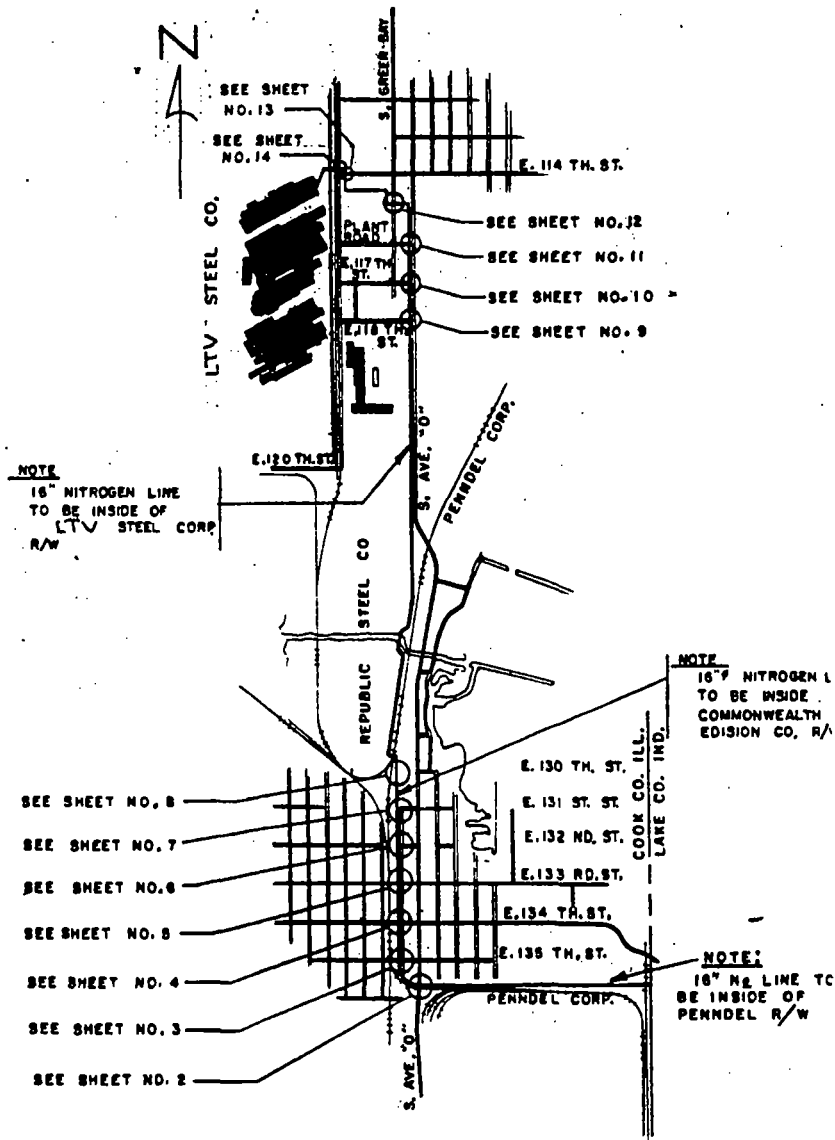
[Drawing referred to in this ordinance printed on
page 60090 of this Journal.]

*River Center, In Care Of American National Bank And
Trust Company, Under Trust Number 49223.*

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

(Continued on page 60091)

Ordinance associated with this drawing printed on
pages 60085 through 60089 of this Journal.



(Continued from page 60089)

SECTION 1. Permission and authority are hereby given and granted to River Center, in care of American National Bank and Trust Company, under Trust Number 49223, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated roadway and vaulted space adjacent to the premises known as 111 North Canal Street. Said privileges in the public right-of-way shall be described as follows:

1. Elevated Roadway -- An elevated public roadway over a north/south eighteen (18) foot public alley shall be maintained to provide access to upper level loading docks. Said elevated roadway is paved and has a retaining wall approximately four (4) feet, six (6) inches high and is constructed of brick with terra cotta coping and base line. Said roadway shall measure three hundred eighty-two (382) feet in length and eighteen (18) feet in width minus an area of two hundred seventy (270) square feet, for a total of six thousand six hundred six (6,606) square feet. Said roadway shall be located one hundred fifty (150) feet east of the east line of North Canal Street, between the north line of West Washington Street and the south line of West Randolph Street.
2. Vaults.
 - A. A vaulted sub-surface area located along West Washington Street measuring one hundred sixty (160) feet in length, twelve (12) feet in width and ten (10) feet in depth for a total of one thousand nine hundred twenty (1,920) square feet of space.
 - B. A vaulted sub-surface area located along North Canal Street measuring three hundred twenty (320) feet in length, thirteen (13) feet in width and ten (10) feet in depth for a total of four thousand one hundred sixty (4,160) square feet of space.
 - C. A vaulted sub-surface area located along West Randolph Street measuring ninety (90) feet in length, fourteen (14) feet in width and ten (10) feet in depth for a total of one thousand two hundred sixty (1,260) square feet of space.
 - D. A vaulted sub-surface area located along West Randolph Street measuring thirty-seven (37) feet in length, fourteen (14) feet in width and ten (10) feet in depth for a total of five

hundred eighteen (518) square feet of space.

- E. A vaulted sub-surface area located along West Randolph Street measuring thirty-three (33) feet in length, fourteen (14) feet in width and ten (10) feet in depth for a total of four hundred sixty-two (462) square feet of space.

Said vaulted areas shall contain a heating system and also be used as storage areas for said building as shown on prints here attached. Authority herein given and granted shall be for a period of five (5) years from and after December 8, 1997.

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 those portions 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 Twenty-five Thousand Four Hundred Twenty-eight and no/100 Dollars (\$25,428.00) 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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the

satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 these privileges, 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 the public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings referred to in this ordinance printed on
pages 60095 through 60096 of this Journal.]

The University Of Chicago.

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

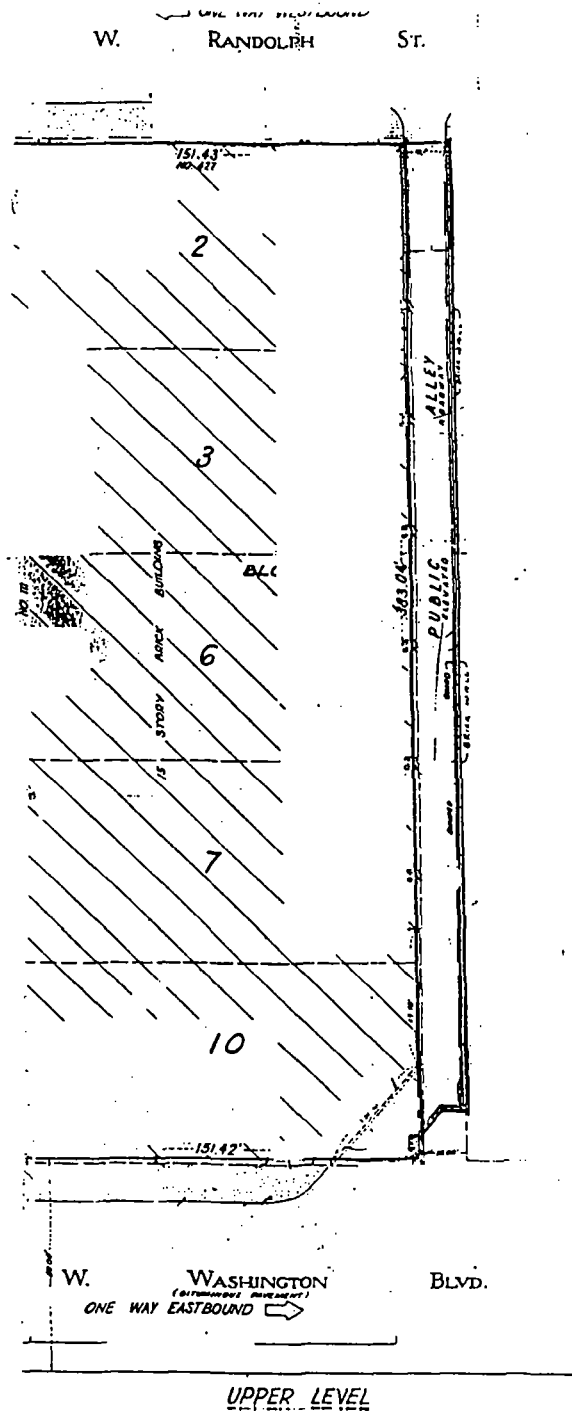
(Continued on page 60097)

1/14/98

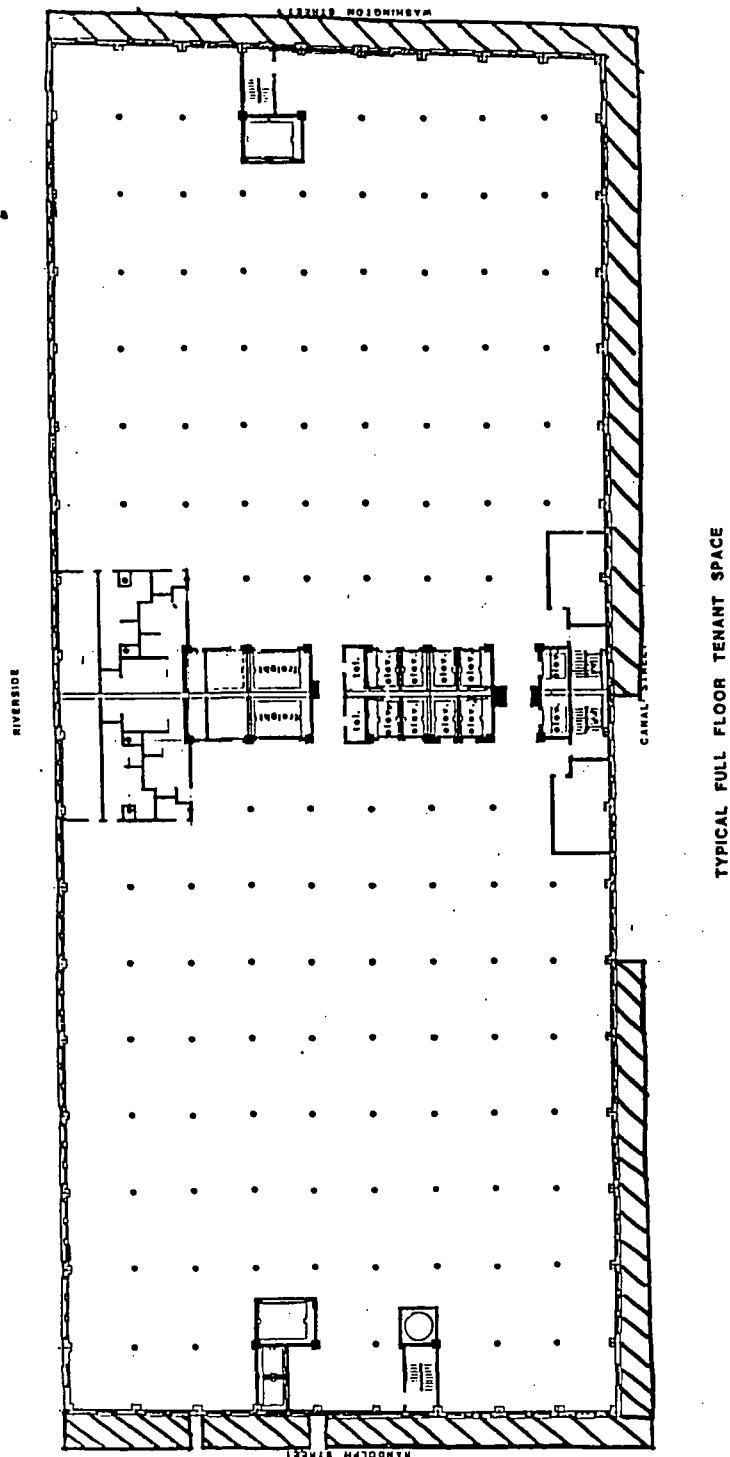
REPORTS OF COMMITTEES

60095

Ordinance associated with this drawing printed on
pages 60089 through 60094 of this Journal.



Ordinance associated with this drawing printed on
pages 60089 through 60094 of this Journal.



(Continued from page 60094)

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a steam tunnel used to distribute steam for heating purposes. Said steam tunnel shall be constructed of concrete and not exceed five (5) feet, ten (10) inches in width nor three (3) feet, eight (8) inches in height, outside dimensions and contain a ten (10) inch O.D. steel steam pipe and a steel ten (10) inch O.D. water pipe. Said steam tunnel shall be placed at a depth of approximately four (4) feet and be under and across South Ellis Avenue from a point on the west line thereof thirty-two (32) feet south of the south line of East 60th Street to a point on the east line of said South Ellis Avenue thirty-eight (38) feet south of the south line of said east 60th Street connecting the premises commonly known as 969 East 60th Street with the premises known as 1005 East 60th Street. Authority herein given and granted shall be for a period of five (5) years from and after November 3, 1997 (File Number 35).

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 he rein 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 or the Director of Revenue at their discretion, at any time without

the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

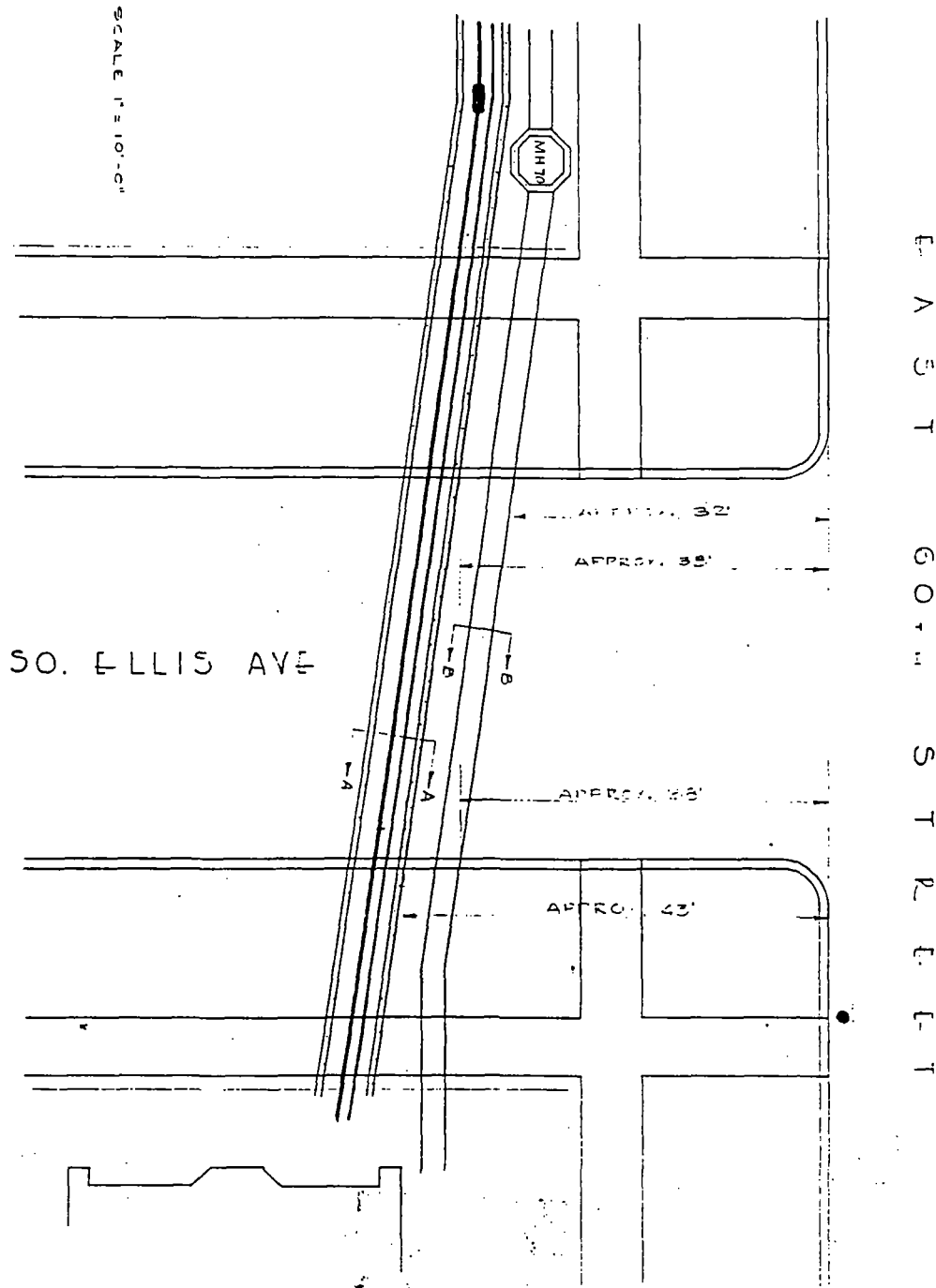
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 60101 of this Journal.]

Ordinance associated with this drawing printed on
pages 60094 through 60099 of this Journal.



*310 South Michigan Avenue, L. L. C. Metropolitan
Properties Of Chicago, Inc.*

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

SECTION 1. Permission and authority are hereby given and granted to 310 South Michigan Avenue, L.L.C. Metropolitan Properties of Chicago, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed subsurface vault space under and along the public way adjacent to its premises located at 310 South Michigan Avenue and described as follows: under and along the south side of East Jackson Boulevard there shall be two (2) levels of subsurface space. The first level of said vault space shall be used for tenant storage and shall run for a distance of one hundred ninety-six (196) feet, at a width of twelve (12) feet and at a depth of approximately eight (8) feet. The second level of said vault space shall be used for employee locker rooms and showers, plumbing and air-conditioning equipment, and shall run for a distance of one hundred sixty (160) feet, at a width of twelve (12) feet and at a depth of approximately eight (8) feet. Under and along the west side of North Michigan Avenue there shall be two (2) levels of subsurface space. The first level of said vault space shall be used for tenant storage and shall run for a distance of one hundred fifty-six (156) feet, at a width of twenty-five (25) feet and at a depth of approximately eight (8) feet. The second level of said vault space shall be used for employee locker rooms and showers, plumbing and air-conditioning equipment, and shall run for a distance of one hundred twenty-eight (128) feet, at a width of twenty-five (25) feet and at a depth of approximately eight (8) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 27, 1997.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Twenty-six and no/100 Dollars (\$6,026.00) 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 or the Director of Revenue at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance 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 the public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

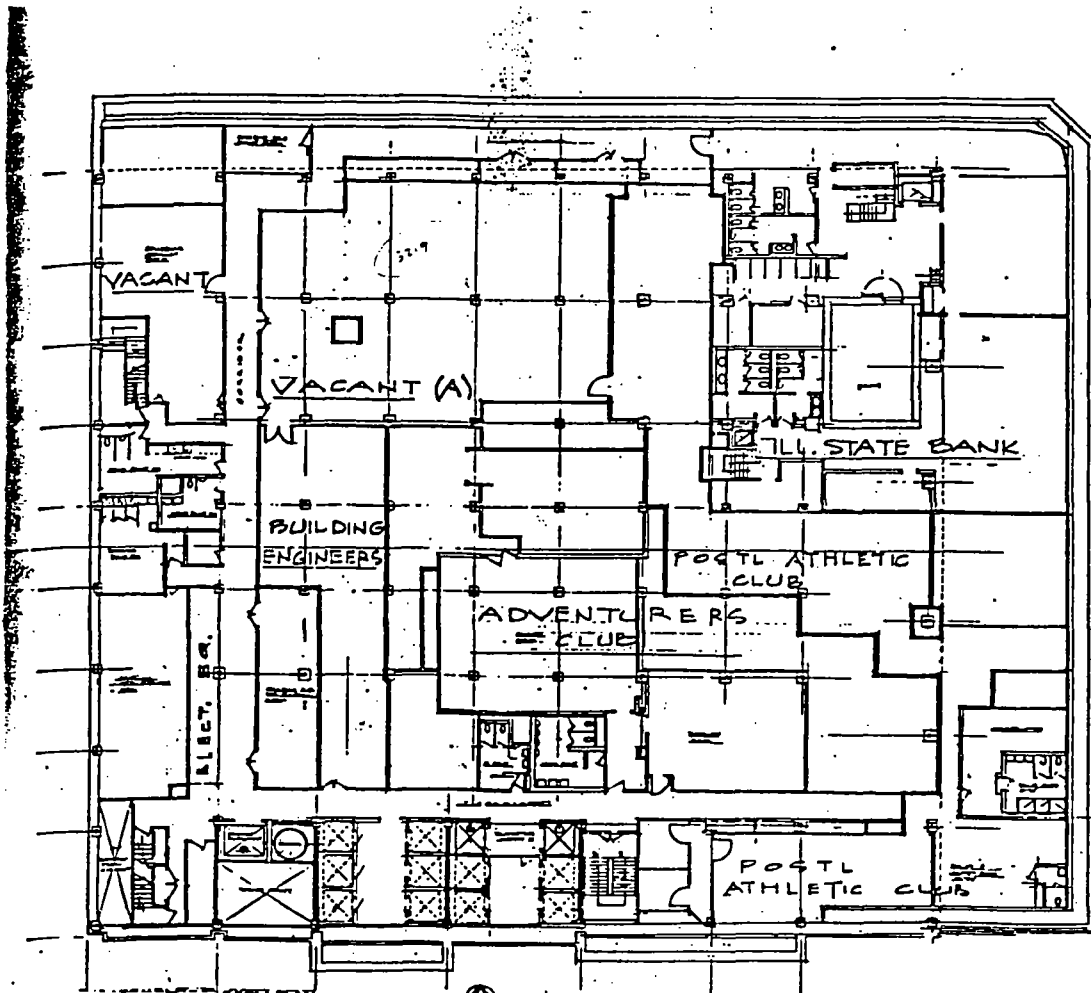
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 60104 of this Journal.]

Ordinance associated with this drawing printed on
pages 60101 through 60103 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, December 29, 1997.

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 December 10, 1997) 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) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

A Thousand (1000) Nites Cafe: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to A Thousand (1000) Nites Cafe ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1612 North Sedgwick Street for a period of three (3) years from and after November 14, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed.

The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Chicago Title & Trust Company, Under
Trust Number 1082784: Canopies.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Chicago Title & Trust Company, under Trust Number 1082784 ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 1600 -- 1610 East 53rd Street for a period of three (3) years from and after December 23, 1997 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 canopies shall not exceed one (1) at thirty (30) feet, one (1) at twenty-eight (28) feet and one (1) at sixteen (16) feet, respectively, in length, nor three (3) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-eight and no/100 Dollars (\$158.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Cole-Haan Company Store: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Cole-Haan Company Store ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 669 North Michigan Avenue for a period of three (3) years from and after December 11, 1997 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 canopies shall not exceed one (1) at ten (10) feet, one (1) at twelve (12) feet and one (1) at seventeen (17) feet, respectively, in length, nor two (2) at three (3) feet and one (1) at seven (7) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Dunkin Donuts: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit

to Dunkin Donuts ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 201 North State 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 eighty-three (83) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Eight and no/100 Dollars (\$108.00) 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.

Ewald-Barlock Funeral Home, Ltd.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ewald-Barlock Funeral Home, Ltd. ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at

2501 North Southport Avenue for a period of three (3) years from and after September 15, 1997 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 canopies shall not exceed three (3) at ten (10) feet and one (1) at fifteen (15) feet, respectively, in length, nor three (3) at three (3) feet and one (1) at ten (10) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Friedman Properties: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Friedman Properties ("Permittee") to construct, maintain and use seven (7) canopies over the public way attached to the structure located at 420 North Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau

of Fire Prevention. Said canopies shall not exceed seven (7) at twelve (12) feet, respectively, in length, nor seven (7) at five (5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Frontera Grill, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Frontera Grill, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 443 -- 445 -- 447 North Clark Street for a period of three (3) years from and after September 17, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy-two (72) 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 Ninety-seven and no/100 Dollars (\$97.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the 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.

Gladstone Park Bakery, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gladstone Park Bakery, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5742 -- 5744 North Milwaukee Avenue for a period of three (3) years from and after September 23, 1997 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 fifty (50) 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 Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Inter-American Clinical Services: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Inter-American Clinical Services ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2651 West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive

negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Maggiano's Grand Banquets: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Maggiano's Grand Banquets ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 111 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed four (4) at nine (9) feet and one (1) at twenty-three (23) feet, eight (8) inches, respectively, in length, nor four (4) at four (4) feet and one (1) at seven (7) feet, six (6) inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the

Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Montauk Investment Corporation: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Montauk Investment Corporation ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1725 North Damen Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twenty (20) feet, six (6) inches and two (2) at twelve (12) feet, respectively, in length, nor two (2) at four (4) feet and two (2) at two (2) feet, six (6) inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Riggio's Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Riggio's Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4100 North Western Avenue for a period of three (3) years from and after December 22, 1997 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 fifty-four (54) 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 Seventy-nine and no/100 Dollars (\$79.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Sheridan Plaza Associates II Ltd.,
Partnerships: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sheridan Plaza Associates II Ltd., Partnerships ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4607 North Sheridan Road for a period of three (3) years from and after December 22, 1997 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 nineteen (19) feet in length, nor six and five tenths (6.5) 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.

3500 North Lake Shore Co-Op Apartments: Canopy:

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 3500 North Lake Shore Co-Op Apartments (Permittee) to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3500 North Lake Shore Drive for a period of three (3) years from and after September 13, 1997 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-six (26') feet in length, nor three eight feet, two (8.'2') inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of fifty-one and no/100 Dollars (\$51.00.) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed.

The Permittee shall renew the privilege herein granted 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 PORTION OF SOUTH BELL AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed ordinance vacating the south 105.0 feet of South Bell Avenue lying north of and adjoining the north line of West 95th Street, as widened. This ordinance was referred to the committee on December 29, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, had determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of South Bell Avenue as opened by judgment entered by County Court of Cook County, Illinois on January 9, 1939, in General Number 49449, being described in said judgment as "the east thirty three (33) feet of Lot forty one (41) and the west thirty three (33) feet of Lot seventy nine (79)" all in George A. Chamber's Subdivision of the west half of the southwest quarter of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, lying south of the easterly extension of the north line of said Lot 41 extended easterly to the east line of the west 33.0 feet of said Lot 79 and lying north of the north line of West 95th Street, as widened, by judgment entered by County Court of Cook County, Illinois on July 9, 1941, General Number 49438; also described as the north line of the south 21.0 feet of Lots 41 and 79 in George A. Chamber's Subdivision aforesaid, said part of public street herein vacated being further described as the south 105.0 feet, more or less, of South Bell Avenue, which lies north of and adjoining the north line of West 95th Street, as widened, as shaded 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 that part of South Bell Avenue as herein vacated, as a right-of-way for an existing water main and appurtenance thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in that part of South Bell Avenue as herein vacated, and for the maintenance, renewal, land reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves that part of South Bell Avenue as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or

which in the future may be located in that part of South Bell Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no building or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the "To Be Vacated" part of South Bell Avenue with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved for the Peoples Gas Light and Coke Company or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal or replacement of said facilities, or the construction of additional facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company 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 South Bell Avenue as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the McDonald's Corporation and Chicago City Bank and Trust Company, as Trustee, Trust Number 7112 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 South Bell Avenue hereby vacated, the sum of Seventy-one Thousand Five Hundred Ninety and no/100 Dollars (\$ 71,590.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred twenty (120) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of South Bell Avenue hereby vacated, similar to the sidewalk and curb along the north side of West 95th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the McDonald's Corporation and Chicago City Bank and Trust Company, as Trustee, Trust Number 7112 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 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on
page 60123 of this Journal.]

VACATION OF PUBLIC ALLEY IN AREA BOUNDED BY
WEST 75TH STREET, WEST 76TH STREET, SOUTH
KEDZIE AVENUE AND SOUTH TROY STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

(Continued on page 60124)

1/14/98

REPORTS OF COMMITTEES

60123

"A"

George H. Chamber's Subdivision of the West 1/4 of the Southwest 1/4 of Section 6-37-14.

"B"

Ward Subdivision, being a Resubdivision in the Southwest 1/4 of the Southwest 1/4 of Section 6-37-14.

"C"

95th St. opened 66 ft. from Western Av. to Vincennes Rd. See final report of Commissioners of Highways of the Town of Worth under date of October 3, 1850 on page 8 of records of roads laid out from 1850 to 1862, also Corporation Counsel opinion under date of September 1, 1911.

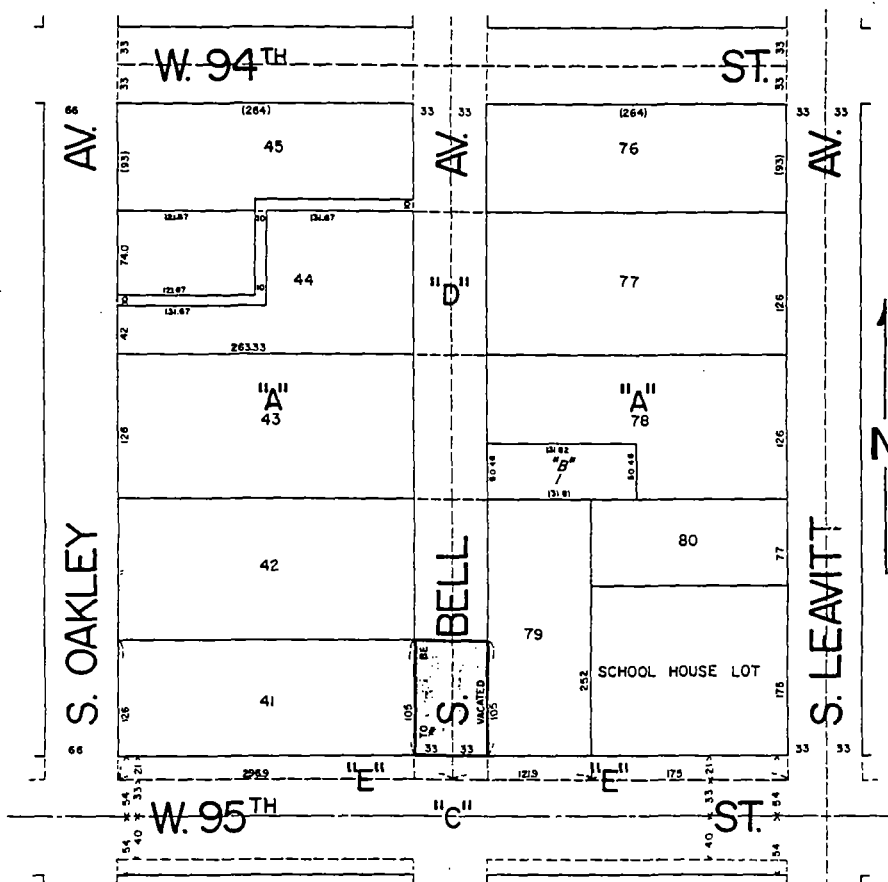
"D"

Ordinance for opening of S. Irving Av. between W. 91st St. and W. 95th St. passed January 17, 1923. Order of possession by County Court January 9, 1939, General No. 49449.

"E"

Ordinance for widening W. 95th St. from S. State St. to S. Western Av. passed February 7, 1923. Order of possession by County Court July 9, 1941, General No. 49438.

DR. No. 6-19-97-2129 REV. Aug. 4, 1997



(Continued from page 60122)

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance vacating all of the north/south 16 foot public alley in the block bounded by West 75th Street, West 76th Street, South Kedzie Avenue and South Troy Street. This ordinance was referred to the committee on December 29, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 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 remaining west half of South Troy Street lying east of the east line of Lot 1 in Block 16 in Wabash Addition to Chicago in Section 25, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois, lying west of the west line of a strip of land in which the Court Decree by the Circuit Court of Cook County, Illinois, Circuit Court Number 59 C 4112, adjudged that the City of Chicago, "has no right, title and interest of any kind whatsoever", said strip of land being described in the above Court Decree as, "All of the strip of land 33 feet in width lying west of the west line of Block Numbers 14 and 17 (as extended) in Wabash Addition to Chicago and lying south of the south line of the Chicago and Western Indiana Belt Railroad right-of-way shown on plat of said Wabash Addition to Chicago and lying north of the north line of 77th Street in said Wabash Addition to Chicago in Section 25, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois", lying south of a line drawn from the northeast corner of Lot 1 in Block 16 to the northwest corner of Lot 2 in Block 17 and lying north of a line drawn from the southeast corner of Lot 1 in Block 16 to the southwest corner of Lot 2 in Block 17 all in Wabash Addition aforesaid,

Also

that part of the north/south 16 foot public alley lying west of the west line of Lot 1, lying east of the east line of Lot 2, lying south of a line drawn from the northwest corner of Lot 1 to northeast corner of Lot 2 and lying north of a line drawn from the southwest corner of Lot 1 to the southeast corner of Lot 2 all in Block 16 in Wabash Addition, said public street and public alley herein vacated being further described as the remaining west half of South Troy Street lying between the south line of West 75th Street extended east and the north line of West 76th Street extended east together with all of the north/south 16 foot public alley in the block bounded by West 75th Street, West 76th Street, South Kedzie Avenue and South Troy Street as shaded 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 twenty (120) days after the passage of this ordinance, The Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, a corporation of Illinois, as successor trustee to Liberty National Bank of Chicago, a national banking association, as trustee under trust agreement dated October 24, 1951 and known as Trust Number 10060 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which

will accrue to the owners of the property abutting said public street and public alley hereby vacated, the sum of Sixty-four Thousand Nine Hundred and no/100 Dollars (\$ 64,900.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, The Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, a corporation of Illinois, as successor trustee to Liberty National Bank of Chicago, a national banking association, as trustee under trust agreement dated October 24, 1951 and known as Trust Number 10060 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 referred to in this ordinance printed on
page 60127 of this Journal.]

TIME EXTENSION GRANTED FOR VACATION OF
PORTION OF NORTH JESSIE COURT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

(Continued on page 60128)

"A"

Wabash Add. to Chicago in Sec. 25-38-13.

"B"

Property acquired by purchase or condemnation
for highway purposes by the County of Cook
Rec. Sept. 8, 1939 Doc. No. 12365546

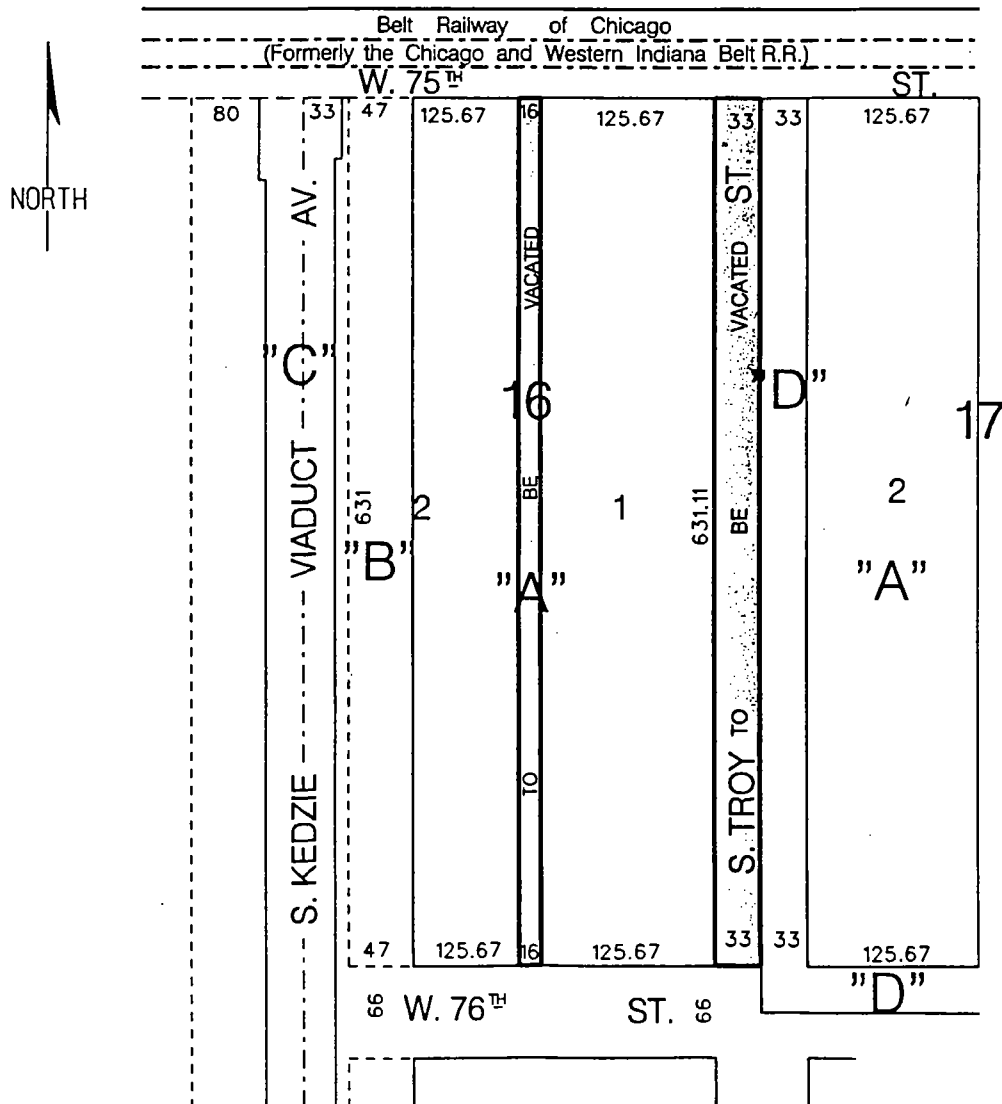
"C"

Viaduct constructed by Illinois State Highway Dept.
by authority of Illinois Commerce Commission Case
No. 24477 July 27, 1936.

"D"

Circuit Court Case No. 59C4112, states that the City of Chicago has no right, title or interest in Streets and Alleys. Decree entered June 26, 1963.

Dr. No. 25-15-97-2152 Rev. Dec. 8, 1997



(Continued from page 60126)

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a time extension for an ordinance originally approved by the City Council on October 2, 1996, pages 29577 and 29581 to 29584 of the Journal of the Proceedings of the City Council vacating North Jessie Court lying between the north line of West Kinzie Street and a line 218.0 feet north of the north line of West Kinzie Street. This ordinance was referred to the committee on December 29, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council of the City of Chicago on October 2, 1996, appearing on pages 29577 and 29581 to 29584 of the Journal of the Proceedings of the City Council of said date, providing for "Vacation of Portion of North Jessie Court"; and

WHEREAS, This ordinance was not recorded within the specified time limit provided in said ordinance; and

WHEREAS, The City Council of the City of Chicago desires to extend such time limit; and

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; 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 2001 -- 2059 West Hubbard Street are owned by Chicago Title and Trust Company, as Trustee under Trust Agreement dated April 22, 1989 and known as Trust Number 1092972; and

WHEREAS, Mathias J. Seiwert, Jr. controls the Chicago Title and Trust Company, as Trustee, Trust Number 1092972; and is the President and Treasurer of M. J. Seiwert Cartage Company, a firm which employs eighty (80) individuals in the truck and transport industry; and

WHEREAS, The Chicago Title and Trust Company, as Trustee, under Trust Agreement dated April 22, 1989 and known as Trust Number 1092972, and the M.J. Seiwert Cartage Company proposes to limit the use of the public 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 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 of North Jessie Court lying east of the east line of Lots 76 to 80, both inclusive, and Lot 119, lying west of the west line of Lots 81 to 85, both inclusive and Lot 118, lying south of the south line of Lots 70, 71 and 72, and lying north of a line drawn from the southwest corner of Lot 118 to the southeast corner of Lot 119 all in Cochran and Baker's Subdivision of Block 28 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; said public street herein being further described as North Jessie Court lying between the north line of West Kinzie Street and a line 218.0 feet, more or less, north of the north line of West Kinzie Street as shaded 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 Commissioner of Transportation is hereby authorized to accept, subject to the approved of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the city upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

SECTION 3. The vacation herein provided for is made upon the express

condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust Number 1092972, 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 2 of this ordinance, approved by the Corporation Counsel, and 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 referred to in this ordinance printed on
page 60132 of this Journal.]

TIME EXTENSION GRANTED FOR VACATION AND DEDICATION
OF PORTIONS OF PUBLIC ALLEYS IN BLOCK BOUNDED BY
WEST WASHINGTON BOULEVARD, WEST MADISON
STREET, NORTH RACINE STREET AND
NORTH MAY STREET.

The Committee on Transportation and Public Way submitted the following report:

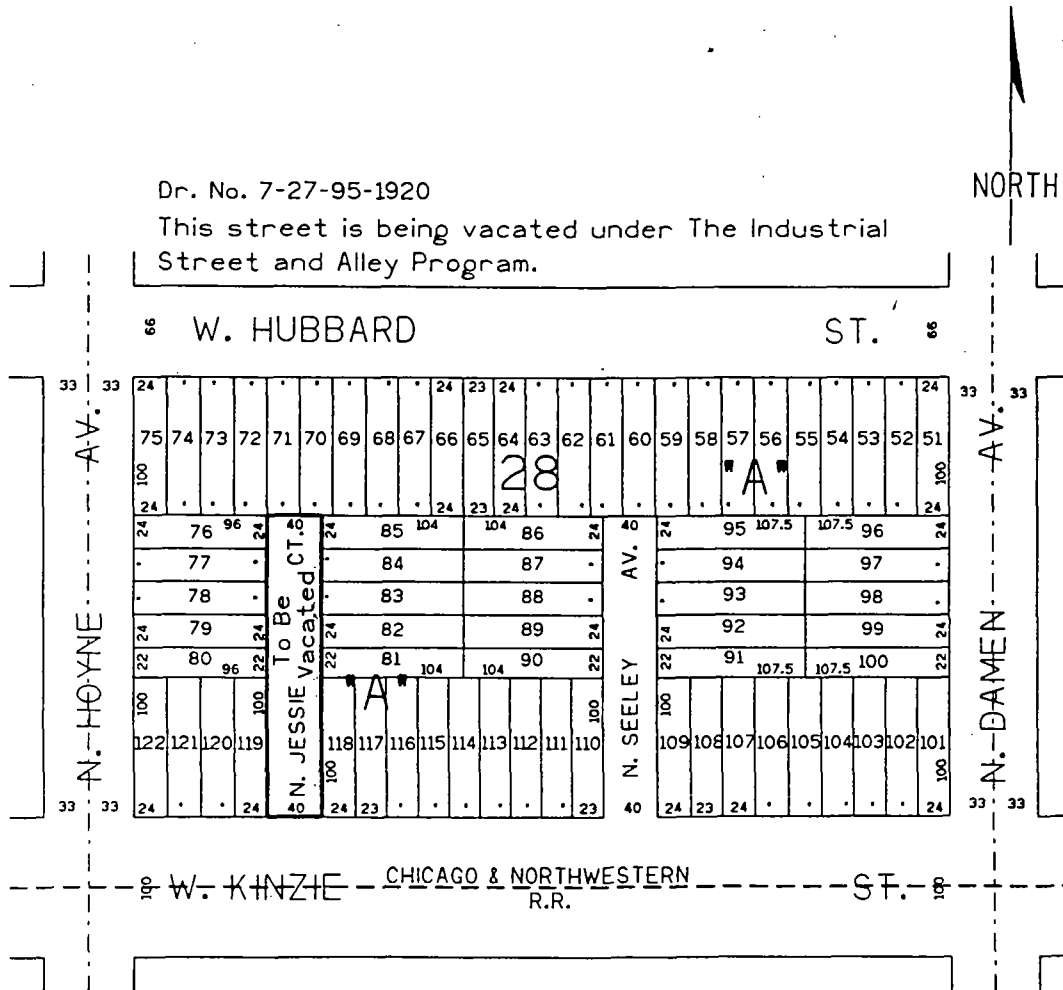
CHICAGO, December 29, 1997.

To the President and Members of the City Council:

(Continued on page 60133)

"A"

Cochran and Baker's Subdivision of Blk. 28 in Canal Trustee's Subdivision of Sec. 7-39-14.



(Continued from page 60131)

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a time extension ordinance for an ordinance that originally passed the City Council on July 30, 1997, pages 50445 -- 50451 of the Journal of the Proceedings of the City Council, vacating the first east/west 10 foot alley lying south of West Washington Boulevard and the north/south 18 foot alley, except the south 6 feet; and providing for the dedication of an additional 6 feet of right-of-way along the north side of the first east/west 10 foot alley north of West Madison Street, lying between North Racine Street and North May Street all in the block bounded by West Washington Boulevard, West Madison Street, North Racine Street and North May Street. This ordinance was referred to the committee on December 29, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council of the City of Chicago July 30, 1997, appearing on pages 50445 and 50447 -- 50451 of the Journal of

the Proceedings of the City Council of said date, providing for "Vacation and Dedication of Portions of Public Alleys in Block Bounded by West Washington Boulevard, West Madison Street, North Racine Avenue and North May Street"; and

WHEREAS, This ordinance was not recorded within the specified time limit provided in said ordinance; and

WHEREAS, The City Council of the City of Chicago desires to extend such time limit; 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 public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all of the east/west 10 foot public alley lying south of the south line of Lots 1 to 11, both inclusive, in Carpenter & Strong's Resubdivision of Lots 1 to 10 in subdivision of Block 47 in the subdivision of Blocks 7, 11, 13, 29, 47 and 53 of Carpenter's Addition to Chicago being a subdivision of the southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, lying north of the north line of Lot 12, in subdivision of Block 47 aforesaid, lying north of the north line of Lot 1 in subdivision of Lots 11, 14, 15, 18, 19, 22 and 23 in subdivision of Block 47 of Carpenter's Addition aforesaid, lying north of a line drawn from the northwest corner of Lot 12 in subdivision of Block 47 aforesaid to the northeast corner of Lot 1 in subdivision of Lots 11, 14, 15, 18, 19, 22 and 23 in Block 47 aforesaid, lying west of a line drawn from the northeast corner of Lot 12 in subdivision of Block 47 aforesaid, to the southeast corner of Lot 1 in Carpenter and Strong's Resubdivision aforesaid, and lying east of a line drawn from the southwest corner of Lot 11 in Carpenter and Strong's Resubdivision aforesaid to the northwest corner of Lot 1 in subdivision of Lots 11, 14, 15, 18, 19, 22 and 23 in Block 47 aforesaid,

Also

all of the north/south 18 foot public alley lying west of the west line of Lots 12, 13, 16, 17, 20, 21 and 24 in subdivision of Block 47 aforesaid, lying east of the east line of Lots 1 to 8, both inclusive, in subdivision of Lots 11, 14, 15, 18, 19, 22 and 23 in Block 47 aforesaid, lying south of a line drawn from the northwest corner of Lot 12 in subdivision of Block 47 aforesaid to the northeast corner of Lot

1 in subdivision of Lots 11, 14, 15, 18, 19, 22 and 23 in Block 47 aforesaid, and lying north of a line drawn from a point on the east line of Lot 8 in subdivision of Lots 11, 14, 15, 18, 19, 22 and 23 in Block 47 aforesaid, said point being 6.0 feet north of the southeast corner of said Lot 8 (as measured along said east line of Lot 8) to a point on the west line of Lot 24 in subdivision of Block 47 aforesaid, said point being 6.0 feet north of the southwest corner of said Lot 24 (as measured along said west line of Lot 24), said public alleys herein vacated, being further described as all of the first east/west 10 foot public alley lying south of the south line of West Washington Boulevard and the north/south 18 foot public alley, except the south 6.0 feet, more or less, in the block bounded by West Washington Boulevard, West Madison Street, North Racine Avenue and North May Street as shaded 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 Washington Boulevard, L.L.C. shall dedicate or cause to be dedicated to the public and open up for public use as a public alley the following described property: the south 6.0 feet of Lot 8 in subdivision of Lots 11, 14, 15, 18, 19, 22 and 23 in subdivision of Block 47 of Carpenter's Addition to Chicago being a subdivision of the southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, also, the south 6.0 feet of Lot 24 in subdivision of Block 47 in the subdivision of Blocks 7, 11, 13, 29, 47 and 53 of Carpenter's Addition to Chicago being a subdivision of the southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, as shaded and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, Washington Boulevard, L.L.C. 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 public alleys hereby vacated, the sum of Zero and no/100 Dollars (\$0.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alleys hereby vacated, similar to the sidewalk and curb in North Racine Avenue and North May Street between West Washington Boulevard and West Madison Street and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within ninety (90) days after the passage of this ordinance, Washington Boulevard, L.L.C. 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 and plat duly executed and acknowledged by the appropriate owner, providing for the dedication of the property described in Section 2 hereof.

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 60137 of this Journal.]

TIME EXTENSION GRANTED FOR VACATION OF
PORTION OF WEST 25TH PLACE BETWEEN
SOUTH FEDERAL STREET AND
SOUTH DEARBORN STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

(Continued on page 60138)

"A"

Subdivision of Blk. 47 in the Subdivision of Blks. 7, 11, 13, 29, 47 & 53 of Carpenter's Add. to Chicago being a Subdivision of the S.E. 1/4 of Sec. 8-39-14.

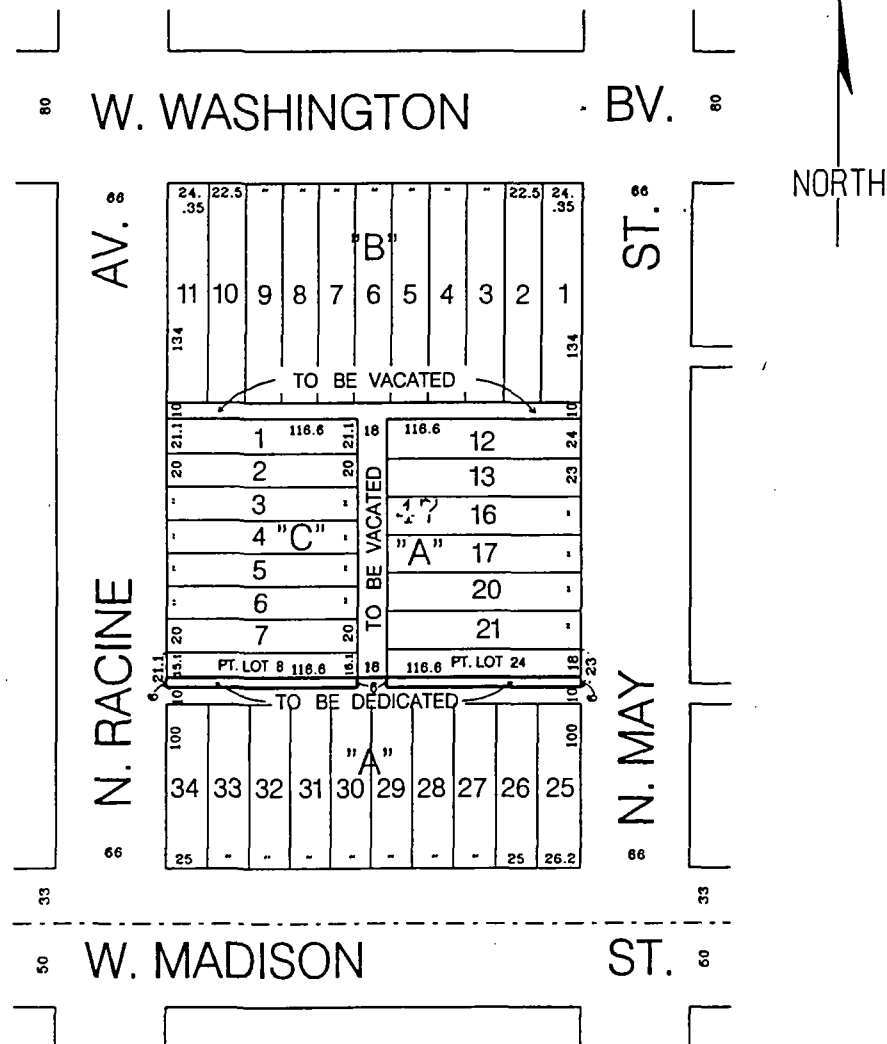
"B"

Carpenter & Strong's Re-sub. of Lots 1 to 10 in Sub'n. of Blk. 47 in Carpenter's Add. (See "A").

"C"

Subdivision of Lots 11, 14, 15, 18, 19, 22, & 23 in Subdivision of Blk. 47 of Carpenter's Add. (See "A").

Dr. No. 8-27-97-2038



(Continued from page 60136)

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a time extension ordinance for an ordinance originally approved by the City Council on July 31, 1996, pages 27124 and 27126 -- 27130 of the Journal of the Proceeding of the City Council, vacating the south 43.0 feet of West 25th Place lying within the right-of-way of the Adlai E. Stevenson Expressway and lying between South Federal Street and South Dearborn Street. This ordinance was referred to the committee on December 29, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, M. Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council of the City of Chicago

on July 31, 1996, appearing on pages 27124 and 27126 to 27130 of the Journal of the Proceedings of the City Council of said date, providing for "Time Extension Granted for Vacation of Portion of West 25th Place Between South Federal Street and South Dearborn Street"; and

WHEREAS, This ordinance was not recorded within the specified time limit provided in said ordinance; and

WHEREAS, The City Council of the City of Chicago desires to extend such time limit; and

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 property at 2500 South Dearborn Street is owned by the Marquette National Bank, a national banking association, as Trustee, under Trust Agreement dated March 1, 1977 and known as Trust Number 7563 and leased to the Service Web Offset Corporation; and

WHEREAS, The Service Web Offset Corporation is a firm employing one hundred forty (140) individuals in the printing of catalogs, direct mail advertisements, brochures and newspaper ad inserts; and

WHEREAS, The Service Web Offset Corporation proposes to limit the use of the part of West 25th Place 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 parts of 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 25th Place lying north of the north line of the south 14.0 feet of Lot 11, lying south of a line 43.0 feet north of and parallel to the north line of the south 14.0 feet of Lot 11, lying east of the west line of Lots 9, 10 and 11, and lying west of the east line of Lots 9, 10 and 11 all in Block 2 in G. W. Gerrish's Subdivision of part of the east half of the northeast quarter of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian,

Also

all that part of West 25th Place lying north of the north line of the south 14.0 feet of Lot 38, lying south of a line 43.0 feet north of and parallel to the north line of the south 14.0 feet of Lot 38, lying east of the west line of Lots 38, 39 and 40, and lying west of the east line of Lots 38, 39 and 40 all in Block 2 in G. W. Gerrish's Subdivision aforesaid,

Also

all that part of West 25th Place formerly a 12 foot north/south public alley, said alley vacated by an ordinance approved by the City Council of the City of Chicago, April 6, 1927 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, April 25, 1927 as Document Number 9627609, described as follows: all that part of said vacated alley (now a part of West 25th Place) lying north of a line drawn from the northwest corner of the south 14.0 feet of Lot 11, to the northeast corner of the south 14.0 feet of Lot 38, lying south of a line 43.0 feet north of and parallel to the said line drawn between the northwest corner of the south 14.0 feet of Lot 11 aforesaid to the northeast corner of the south 14.0 feet of Lot 38 aforesaid, lying west of the west line of Lots 9, 10 and 11, and lying east of the east line of Lots 38, 39 and 40 all in Block 2 in G. W. Gerrish's Subdivision

aforesaid, said parts of public street herein vacated being further described as the south 43.0 feet of West 25th Place lying within the right-of-way of the Adlai E. Stevenson Expressway and lying between South Federal Street and South Dearborn Street as shaded 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 City of Chicago hereby reserves for the benefit of Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over and along those parts of public street as herein vacated, with the right of ingress and egress.

SECTION 3. The City of Chicago hereby reserves West 25th Place as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in West 25th Place as herein vacated, and for the maintenance, renewal or reconstruction of said facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

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 ways vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the city upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public ways 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 vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Marquette National Bank, as Trustee, Trust Number 7563 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.

[Drawing referred to in this ordinance printed on
page 60143 of this Journal.]

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

(Continued on page 60144)

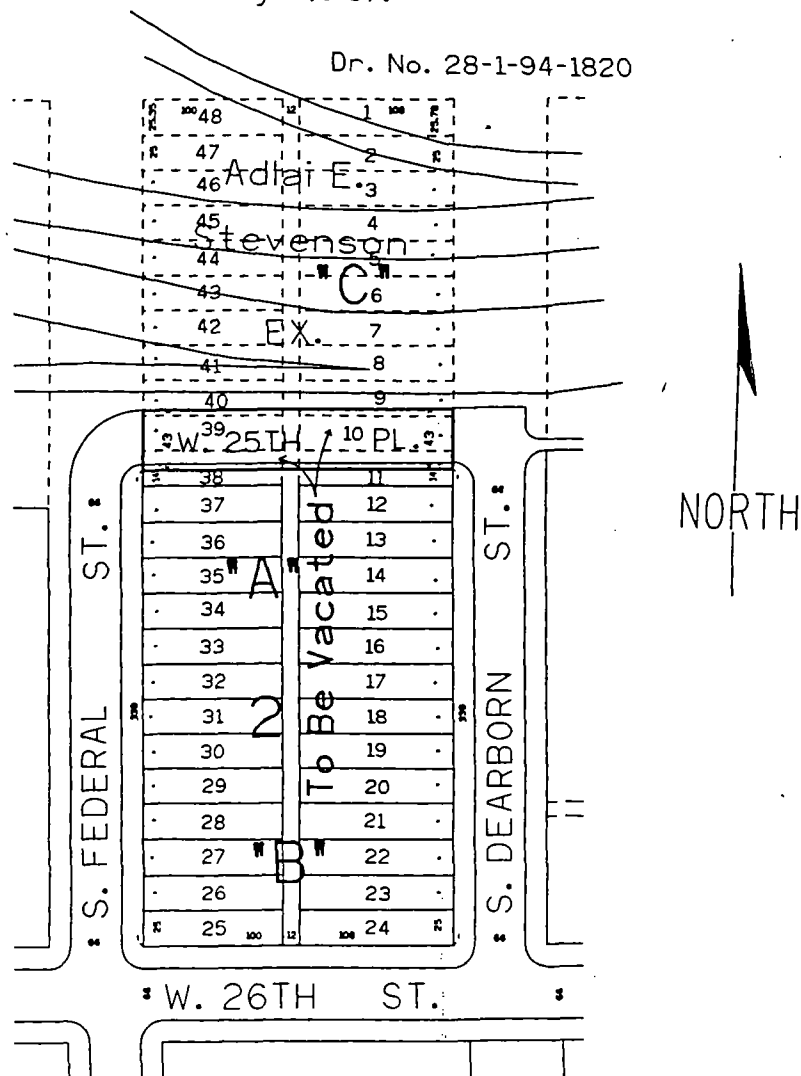
60143

G. W. Gerrish's Sub. of part of the E. 1/2 N.E. 1/4
Sec 28-39-14. Note: A former Sub. known as Guthries
Subdivision was vacated.

Vacated by Ordinance Passed April 6, 1927.

Doc. No. 9627609

Property acquired for Southwest Route
Comprehensive Superhighway System, General
Ordinance Passed July 11, 1957.



(Continued from page 60142)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred December 10, 1997) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*South Menard Avenue, South Of The Alley
South Of West Madison Street.*

WHEREAS, The residents of the 0 -- 200 block of South Menard Avenue have requested that a cul-de-sac be constructed on South Menard Avenue, south of the alley south of West Madison Street; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

on South Menard Avenue, south of the alley south of West Madison Street.

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

*South Waller Avenue, South Of The Alley
South Of West Madison Street.*

WHEREAS, The residents of the 0 -- 200 block of South Waller Avenue have requested that a cul-de-sac be constructed on South Waller Avenue, south of the alley south of West Madison Street; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

on South Waller Avenue, south of the alley south of West Madison Street.

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

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLES AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders and amended orders transmitted herewith (original orders referred December 10, 1997) authorizing and directing the Commissioner of Transportation to construct traffic circles at various locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

North Lockwood Avenue And West Fulton Street.

Ordered, That the Commissioner of Transportation is hereby authorized and

directed to construct a traffic circle at the intersection of North Lockwood Avenue and West Fulton Street.

West Wabansia Avenue At North Albany Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on West Wabansia Avenue at North Albany Avenue.

West Wabansia Avenue At North Monticello Avenue, North Lawndale Avenue And North Ridgeway Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct traffic circles on West Wabansia Avenue at North Monticello Avenue, North Lawndale Avenue, and North Ridgeway Avenue.

West Wabansia Avenue At North Troy Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on West Wabansia Avenue at North Troy Street.

West Wabansia Avenue At North Whipple Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle on West Wabansia Avenue at North Whipple Street.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR
RECONSTRUCTION AND RECONFIGURATION OF
PORTION OF WEST WILLOW STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary for the reconstruction and reconfiguration of West Willow Street, from North Damen Avenue to North Hoyne Avenue, including the creation of a new five foot parkway and six foot curb-attached sidewalk on the north side of West Willow Street. This ordinance was referred to the committee on November 19, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Department of Transportation is hereby authorized and directed to issue permits for the reconstruction and reconfiguration of West Willow Street, between North Damen Avenue and North Hoyne Avenue, including the creation of a new five (5) foot parkway and six (6) foot curb-attached sidewalk on the north side of West Willow Street, in conjunction with the development of the Willow Court Residences, subject to the review and approval of the plans and specifications for such reconstruction and reconfiguration by the Commission of the Department of Transportation.

SECTION 2. This ordinance shall be effective upon its passage and due publication.

AUTHORIZATION FOR CLOSURE OF VIADUCT
AT WEST MAYPOLE AVENUE AND
NORTH TALMAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to close the viaduct located within the right-of-way of the Union Pacific Railroad at West Maypole Avenue and North Talman Avenue as part of the 1998 Viaduct Closure Initiative Program. This ordinance was referred to the committee on December 10, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") and the Union Pacific Railroad Corporation (the "Railroad") desire to close the viaduct (underpass) located within the right-of-way of the Railroad at West Maypole Avenue and North Talman Avenue; and

WHEREAS, The Railroad shall replace the existing superstructure with earth-fill embankment and retaining wall structure erected within the Railroad right-of-way area; and

WHEREAS, The closing of said viaduct is in the public interest and safety; now, therefore,

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

SECTION 1. That the viaduct (underpass) located within the right-of-way of the Railroad at West Maypole Avenue and North Talman Avenue as shaded and indicated by the words "To Be Closed To Vehicular Traffic" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance as Exhibit "A", be and the same is hereby closed to vehicular traffic and pedestrian use.

SECTION 2. The ordinance requiring the elevation of certain railroads, approved January 18, 1897 (Journal of the Proceedings of the City Council pages 1440 -- 1457), is hereby amended to permit the Railroad to remove the subway structures and to support the track with earth and fill at the viaduct location closed by this ordinance. Prior to the commencement of any work, the Railroad shall submit the following:

- a) detailed plans and specifications for the work subject to the approval of the Commissioner of Transportation;
- b) appropriate indemnities of the City, its agents and employees subject to the approval of the Corporation Counsel; and
- c) proof of insurance with coverages and limits subject to the approval of the City Risk Manager.

All work shall be performed in a good and workmanlike manner and in strict compliance with all applicable laws, ordinances, regulations and other legal authority, with the lawful orders and directions of the Commissioners of Transportation, Streets and Sanitation, Water, Sewers and Buildings, and with the plans and specifications approved by the Commissioner of Transportation. The Railroad shall be responsible for obtaining all approval and paying all costs

for the work as described in the detailed plans and specifications, or as otherwise required.

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

{Exhibit "A" referred to in this ordinance printed on
page 60153 of this Journal.

REMOVAL OF PAY TELEPHONES FROM PUBLIC WAY
AT SUNDRY LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

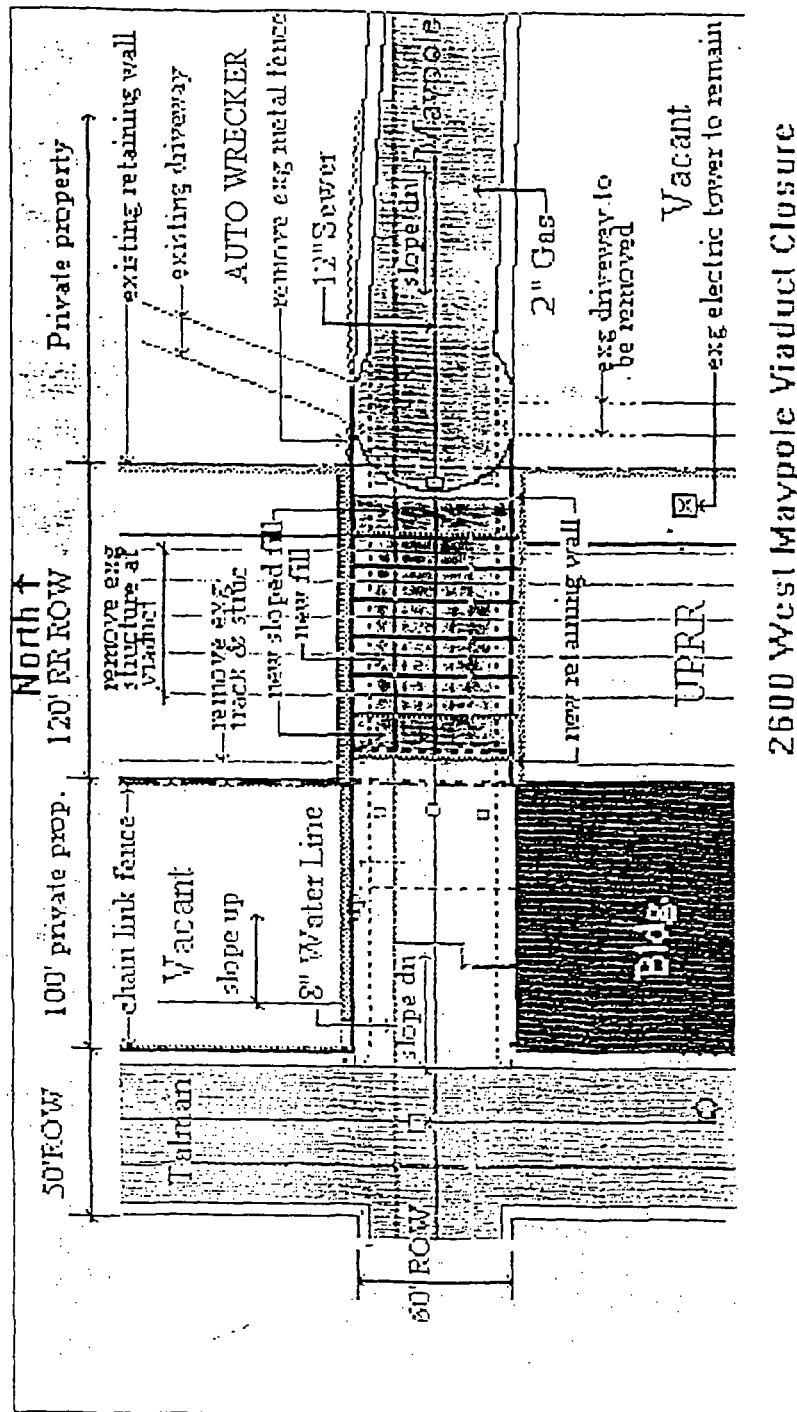
CHICAGO, December 29, 1997.

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 calling for vendors to remove pay telephones from the public rights-of-way at sundry locations. These ordinances were referred to the committee on December 10, 1997.

(Continued on page 60154)

Ordinance associated with this drawing printed on pages 60151 through 60152 of this Journal.



[Symbol] = TO BE CLOSED TO VEHICULAR TRAFFIC

EXHIBIT A

(Continued from page 60152)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith calling for vendors to remove pay telephones from the public rights-of-way at sundry locations. These ordinances were referred to the committee on December 10, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

8131 South Ashland Avenue.

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code of the City of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at anytime order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, we now order that Sheffield Systems remove the outdoor public pay telephone(s) from the public way at 8131 South Ashland Avenue within fourteen (14) days of passage of this ordinance. The City of Chicago will remove any concession telephone that is not removed within the fourteen (14) period.

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

5012 South Pulaski Road.

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code of the City of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at any time order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, we now order that Sheffield Systems remove the outdoor public pay telephone(s) from the public way at 5012 South Pulaski Road within fourteen (14) days of passage of this ordinance. The City of Chicago will remove any concession telephone that is not removed within the fourteen (14) day period.

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

1356 West 87th Street.

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code of the City of Chicago, enacted June 17, 1992, and amended October 5, 1994, the City Council may at any time order the removal of outdoor public pay telephones operated under the concession agreement with the City of Chicago; therefore, we now order that SCS Telecom remove the outdoor public pay telephone(s) from the public way at 1356 West 87th Street within fourteen (14) days of passage of this ordinance. The City of Chicago will remove any concession telephone that is not removed within the fourteen (14) day period.

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

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT SPECIFIED
LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

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 access to parking facilities at various locations. These ordinances were referred to the committee on December 10, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Auto Tech Number 2.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Auto Tech Number 2 of 6034 North Broadway, from the provisions requiring barriers as a prerequisite to prohibit alley ingress/or egress to the parking facilities for 6034 North Broadway.

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

D & M Development.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt D & M Development, 3755 North Wilton Avenue, Chicago, Illinois 60613, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3755 North Wilton Avenue.

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

Mr. Steve Golovan.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Steve Golovan, at the premises commonly known as 1300 -- 1328 West Fletcher Street, from the provisions requiring barriers to prevent alley ingress and egress to parking facilities located upon the said premises.

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

Ergun And Hakan Sengullu.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Ergun and Hakan Sengullu, 3265 West Fullerton Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3265 West Fullerton Avenue.

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

Senior Lifestyles Corporation.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Senior Lifestyles Corporation of 5527 North Maplewood Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5527 North Maplewood Avenue.

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

*Ms. Mahin D. Shokooh And
Mr. Behzad Saberian.*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Ms. Mahin D. Shokooh and Mr. Behzad Saberian, 3914 -- 3918 North Broadway, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3914 -- 3918 North Broadway.

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

*South Lake Park Avenue Redevelopment
Partnership L.L.C.*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt South Lake Park Avenue Redevelopment Partnership L.L.C. of 4507 South Lake Park Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4507 South Lake Park Avenue.

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

Mr. Georges Starlit.

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

SECTION 1. Pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Georges Starlit, 5554 -- 5558 West Fullerton Avenue, from the physical barrier requirement pertaining to alley accessibility for parking facilities at 5554 -- 5558 West Fullerton Avenue.

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

Vranas & Associates, Ltd.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Vranas & Associates, Ltd., 3601 West Devon Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5125 North Kenmore Avenue.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED HONORARY
DESIGNATION OF PORTION OF WEST WASHINGTON
STREET AS "PHILLIP H. CORBOY WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass an amendment to an ordinance originally passed by the City Council on November 19, 1997, page 57985 of the Journal of the Proceedings of the City Council, authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Washington Street, from North Dearborn Street to North Clark Street, as "Phillip H. Corboy Way". Said amendment deletes the words "Phillip H. Corboy Way", and inserts in their place the words "Philip H. Corboy Court". This ordinance was referred to the committee on December 10, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Amend ordinance passed November 19, 1997, Journal of the Proceedings of the City Council, page 57985 authorizing the honorary designation of "Phillip H. Corboy Way" that reads:

Section 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of the Proceedings of the City Council 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 Washington Street, between North Dearborn Street and North Clark Street, as "Phillip H. Corboy Way":

by deleting:

“Phillip H. Corboy Way”

and inserting:

“Philip H. Corboy Court”.

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF
SOUTH GREENWOOD AVENUE AS “JEWEL
LAFONTANT-MANKARIOUS STREET”.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Greenwood Avenue, from East 49th Street to East 50th Street, as “Jewel Lafontant-Mankarious Street”. This ordinance was referred to the committee on December 10, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman.

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1 Pursuant to an ordinance passed by the City Council December 3, 1984, and printed on pages 11459 -- 11460 of the Journal of the Proceedings of the City Council of that date, the Commissioner of Transportation shall take the necessary steps for standardization of that portion of South Greenwood Avenue lying between South 49th Street and South 50th Street as "Jewel Lafontant-Mankarious Street".

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

REPEAL OF ORDINANCE WHICH AUTHORIZED CONSIDERATION
OF HONORARY DESIGNATION OF 740 EAST 56TH
PLACE AS "DR. MARGARET BURROUGHS
AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 29, 1997.

To The President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the repeal of an ordinance originally passed by the City Council on October 1, 1997 (pages 53688 -- 53689 of the Journal of the Proceedings of the City Council), authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate 740 East 56th Place as "Dr. Margaret Burroughs Avenue". This ordinance was referred to the committee on October 20, 1997.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Vice Chairman

On motion of Alderman Allen, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. An ordinance originally passed on October 1, 1997 authorizing and directing the Commissioner of Transportation to give consideration to the honorary designation of 740 East 56th Place, memorializing the street as "Dr. Margaret Burroughs Avenue", is hereby repealed.

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

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 2, CHAPTER 120, SECTION 380 OF
MUNICIPAL CODE OF CHICAGO BY INCREASING
MEMBERSHIP OF CHICAGO PLAN
COMMISSION.

The Committee on Zoning submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Reporting for the Committee on Zoning, for which a meeting was held on January 13, 1998, 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 ten ordinances which were corrected and amended in their amended form. They are Application Numbers 12242, TAD-190, A-3836, 12229, 12167, 12185, 12198, 12260, 12230 and 12227.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers 12240 and 12260, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-120-380 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets to read as follows:

2-120-380 Membership, Organization And Meetings.

The Chicago plan commission shall be composed of [21] 22 members: nine

members who are lay citizens, to be appointed by the mayor with the approval of the city council, and ex officio the mayor, the president of the board of local improvements, the commissioner of planning and development, the zoning administrator, the commissioner of transportation, the chairman of the city council committee on buildings, the chairman of the city council committee on finance, the chairman of the city council committee on zoning, the chairman of the city council committee on housing, the chairman of the city council committee on traffic control and safety, the chairman of the city council committee on parks and recreation, *the general superintendent and chief executive officer of the chicago park district* and the chairman of the board of the Chicago Transit Authority. The mayor shall designate a chairman and vice-chairman from among the appointed members. The appointed members shall hold no other public office except where such public office is nonsalaried and no fees or emoluments are derived therefrom.

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

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY
CREATION OF NEW WRIGHTWOOD
SPECIAL DISTRICTS.

The Committee on Zoning submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 13, 1998, 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 ten ordinances which were corrected

and amended in their amended form. They are Application Numbers 12242, TAD-190, A-3836, 12229, 12167, 12185, 12198, 12260, 12230 and 12227.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers 12240 and 12260, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Wrightwood Neighborhood is defined as the area of the City of Chicago bounded on the north by West Diversey Parkway; on the east by North Halsted Street; on the south by West Fullerton Avenue; and the west by North Racine Avenue; and

WHEREAS, The Wrightwood Neighborhood 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 Wrightwood Neighbors 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-13 Wrightwood Special District in addition to the R4 General Residence District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 98 feet south of and parallel to West Diversey Avenue; North Racine Avenue; the alley next south of the point of intersection of North Racine Avenue and North Lincoln Avenue; the alley next west of and parallel to North Lincoln Avenue; a line 162 feet northwesterly from the point of intersection of West Schubert Avenue and North Lincoln Avenue as measured along the southwesterly line of West Lincoln Avenue; a line 58 feet northeasterly of the alley next west of and parallel to North Lincoln Avenue; a line 152.76 feet west of the intersection of West Schubert Avenue and North Lincoln Avenue as measured along the north line of West Schubert Avenue; West Schubert Avenue; North Seminary Avenue; the alley next south of the point of intersection of North Seminary Avenue and North Lincoln Avenue; the alley next west of and parallel to North Lincoln Avenue; a line 346.5 feet west of the point of intersection of West Wrightwood Avenue and North Lincoln Avenue as measured along the north line of West Wrightwood Avenue; West Wrightwood Avenue; the alley next west of North Sheffield Avenue; West Lill Avenue; a line 262.2 feet west of North Sheffield Avenue; the alley next south of West Lill Avenue; the alley next west of North Sheffield Avenue; West Altgeld Avenue; North Sheffield Avenue; the alley next south of West Altgeld Avenue; a line 113 feet east of North Sheffield Avenue; West Montana Avenue; the alley next west of North Sheffield Avenue; the alley next north of West Fullerton Avenue; a line 173.3 feet west of and parallel to North Seminary Avenue; West Fullerton Avenue; a line 204.3 feet east of and parallel to North Racine Avenue; the alley next north of and parallel to West

Fullerton Avenue; the alley next west of and parallel to North Racine Avenue; West Lill Avenue; North Racine Avenue; West Wrightwood Avenue; and the alley next west of and parallel to North Racine Avenue.

SECTION 2. That the Chicago Zoning Ordinance be amended by creating a new SD-14 Wrightwood Special District in addition to the R4 General Residence District symbols and indications as shown on Map Number 7-G in the area bounded by:

the alley next south of Diversey Parkway; the alley next west of North Halsted Street and said alley if extended; the alley next north of North Altgeld Avenue; a line 25 feet west of North Halsted Street; North Altgeld Avenue; the alley next west of North Halsted Street; the alley next northeast of and parallel to North Lincoln Avenue; West Altgeld Avenue; a line 38 feet east of North Lincoln Avenue; the alley next north of West Altgeld Avenue; a line 52 feet east of North Lincoln Avenue; West Lill Avenue; a line 43 feet east of North Lincoln Avenue; the alley next north of West Lill Avenue; a line along the east right-of-way of the Chicago Transit Authority elevated; West Wrightwood Avenue; North Wilton Avenue; the alley next north of West Wrightwood Avenue; the west right-of-way line of the Chicago Transit Authority elevated; a line 50 feet north of the alley next north of West Wrightwood Avenue; and North Sheffield Avenue.

SECTION 3. That the Chicago Zoning Ordinance be amended by creating a new SD-15 Wrightwood Special District in addition to the R4 General Residence District symbols and indications as shown on Map Number 7-G in the area bounded by:

West Diversey Parkway; North Kenmore Avenue; the alley next south of and parallel to West Diversey Parkway; the alley next east of and parallel to North Kenmore Avenue; the alley next north of North Lincoln Avenue and perpendicular to North Kenmore Avenue; North Kenmore Avenue; the alley next north of and parallel to North Lincoln Avenue; the alley next north of North Lincoln Avenue and perpendicular to North Seminary Avenue; the alley next west of North Seminary Avenue; the alley next south of West Diversey Parkway; and North Seminary Avenue.

SECTION 4. That the Chicago Zoning Ordinance be amended in Article 10a-1 by adding the following language in its entirety:

10a-1.10 Wrightwood Special Districts.

10a-1.10-1 Preamble.

The SD-13, SD-14 and SD-15 Wrightwood Special Districts are intended to conserve the existing low-density residential character of the Wrightwood neighborhood. The existing pattern of development is single-family, two-family, and three-family dwellings within two- and three-story structures. The districts seek to maintain the neighborhood's existing scale and to limit construction of taller multi-story buildings. In addition, these districts seek to maintain the street-front orientation of existing homes by requiring this orientation for new construction.

10a-1.10-2 Height Limits – Wrightwood Special Districts.

New residential construction shall not exceed 38 feet in height as defined in section 3.2 of this ordinance. Chimney, heating and cooling equipment, parapets, or similar structures shall not be measured as part of the building height. Stairway enclosures shall also be exempt provided such enclosures are setback a minimum of 20 feet from the front building line, at least five feet from any side building line and do not exceed 100 square feet in area.

10a-1.10-3 Building Orientation – Wrightwood Special Districts.

All new residential construction in these districts 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-1.10-4. Underlying Zoning Requirements.

Except as provided by these special districts, all other regulations of the underlying R4 General Residence District shall apply. Any preexisting non-conforming building, structure or use shall have the rights and privileges authorized by article 6 of the Chicago zoning ordinance.

10a-1.10-5 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 these special districts in the following instances:

- (1) *To permit an increase of up to 10% in the building height when such an exception would allow construction consistent with the heights of other buildings on the block.*
- (2) *To permit exceptions from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions.*

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 these special districts.

10a-1.10-7 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 these special districts in the following instances:

- (1) *To permit an increase of up to 20% in the building height when such a variation would allow construction consistent with the heights of other buildings on the block.*
- (2) *To permit a variation from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions.*

Variations shall be granted only accordance with the standards set forth in section 11.7-3.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and due publication.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF AREAS SHOWN ON
MAP NUMBERS 4-F AND 7-N.

The Committee on Zoning submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 13, 1998, 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 ten ordinances which were corrected and amended in their amended form. They are Application Numbers 12242, TAD-190, A-3836, 12229, 12167, 12185, 12198, 12260, 12230 and 12227.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers 12240 and 12260, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Alderman Banks was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure as a consequence of his family relationship to the applicants.

Said ordinances as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 4-F.
(Application Number 12248)

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 Number 4-F in the area bounded by:

a line 65.65 feet south of West 18th Street; South Federal Avenue; a line 141.06 feet south of West 18th Street; and South Clark Street,

to those of a C2-4 General Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 7-N.
(Application Number 12247)*

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 Number 7-N in the area bounded by:

West Diversey Avenue; a line 35 feet east of North Neva Avenue; a line 97.11 feet south of West Diversey Avenue; and North Neva Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 13, 1998, 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 ten ordinances which were corrected and amended in their amended form. They are Application Numbers 12242, TAD-190, A-3836, 12229, 12167, 12185, 12198, 12260, 12230 and 12227.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers 12240 and 12260, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances as passed read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Areas Shown On Map Numbers 1-E And 3-E.
(As Amended)
(Application Number 12242)

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 Institutional Planned Development Number 527 District symbols and indications as shown on Map Numbers 1-E and 3-E to the designation of Institutional Planned Development Number 527, as amended, which is hereby established, subject to such use and bulk regulations as are set forth in the Plan of Development attached herewith and made a part hereof 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:

Plan Of Development Statements.

1. The area delineated herein as a Planned Development and subject to the use and bulk restrictions of this Planned Development (the "Property") consists of five (5) tracts of land: Tracts A, B, C, D and F, and those portions of Grand Avenue and Illinois Street east of Lake Shore Drive located within the Planned Development boundary described on the Subarea Map, (Sub)Exhibit 7, which is described in Statement 6 and attached hereto. The Navy Pier Subarea consists of Tract A, and the Headlands Subarea consists of Tracts B, C and F and those portions of Grand Avenue and Illinois Street east of Lake Shore Drive. The Jane Addams Park Subarea consists of Tract D. The boundaries of each subarea are depicted on the Subarea Map, (Sub)Exhibit 7, herein. The Metropolitan Pier and Exposition Authority (the "Applicant"), a political subdivision, body politic and municipal corporation created by an Act of the Illinois legislature, Ill. Rev. Stat., Ch. 85, Par. 1223, is the owner of one (1) of the five (5) tracts, Tract A. The City of Chicago (the "City") is the owner of three (3) of the five (5) tracts: Tracts B, C and F. The Applicant has authority to act on the City's behalf for purposes of this application. The Chicago Park District is the owner of Tract D. The Applicant has the authority to act on the Chicago Park District's behalf for purposes of this application. All required disclosures are contained within the Economic Disclosure Statement filed with the City in accordance with applicable requirements.

Tract D of this Planned Development, known as the Jane Addams Park Subarea, is included in this Planned Development for the purpose of assuring a coordinated approach to the development of the Headlands

Subarea. The Site/Landscape Plan for Tract D is attached to this Planned Development and made a part hereof as (Sub)Exhibit 38a as described in Statement 6. The uses permitted in Tract D are public beach and bathing uses and those uses permitted in the Headlands Subarea except for public transportation facilities; and boat and ship docking, passenger embarking and disembarking.

The Applicant's obligations and requirements imposed by this Planned Development shall not apply to the Jane Addams Park Subarea, and it shall have no obligation with respect to any Jane Addams Park Subarea development. Where applicable, any such obligations and requirements shall be imposed on the Chicago Park District.

Notwithstanding the provisions of Statement 18 hereof, applications for amendments, modifications or changes to the Jane Addams Park Subarea do not require the consent or the authorization of the owners of the Navy Pier or Headlands Subareas. Notwithstanding the provisions of Statement 18 hereof, applications for amendments, modifications or changes to the Navy Pier and Headlands Subareas do not require the consent or authorization of the owner of the Jane Addams Park Subarea.

2. This Planned Development as originally adopted on September 16, 1992 was conditioned on the execution of an Intergovernmental Cooperation Agreement ("I.C.A."). This agreement was entered into on August 25, 1992, thereby satisfying this condition.
3. The Applicant acknowledges that the Applicant, its affiliates, successors, assigns, grantees or lessees shall obtain all official reviews, approvals and permits which may be necessary to implement the development of the Property, except as may otherwise be provided in the I.C.A.
4. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to the Planned Development Amendments" promulgated by the Commissioner of the Department of Planning and Development.
5. Any dedication or vacation of streets or alleys or easements or any adjustments of rights-of-way which may be necessary to implement development of the Property shall require a separate submittal on behalf of the owner and, if otherwise required, approval by the City Council.
6. This Plan of Development consists of twenty-three (23) Planned Development Statements and the following (sub)exhibits, all of which are

incorporated herein and made a part hereof by this reference:

(Sub)Exhibit Number*	Description
1a	Use and Bulk Regulation Data Sheet (revised December 11,1997)
2	Property Line Map
3	Existing Zoning and Street System Map
4	Existing Area Land-Use Map
5a	Roadway Network Map (revised August 11, 1993)
6	Generalized Land-Use Plan
7	Subarea Map
8a	Site/Landscape Plan -- Headlands Subarea (revised August 11, 1993)
9a	Site/Landscape Plan -- Crystal Garden

* With the exception of the Traffic Management Plan and the Navy Pier Guidelines, B.T.A./V.O.A. prepared all other (sub)exhibits. The final revision date for all such (sub)exhibits is June 23, 1992, unless the (sub)exhibit number is followed by an "a", in which case the final revision date is some later date specified in parenthesis. (revised August 11, 1993)

(Sub)Exhibit Number*	Description
10a	Site/Landscape Plan -- On-Pier Park (revised December 11, 1997)
11a	Site Plan -- Navy Pier -- Zone 1 (revised February 26, 1997)
12a	Site Plan -- Navy Pier -- Zone 2 (revised January 23, 1997)
13a	Site Plan -- Navy Pier -- Zone 3 (revised December 22, 1997)
14	Site Plan -- Navy Pier -- Zone 4
15	Site Plan -- Navy Pier -- Zone 5
16	Site Plan -- Navy Pier -- Zone 6
17a	South Elevation -- Navy Pier -- Zones 1 and 2 (revised February 26, 1997)
18a	North Elevation -- Navy Pier -- Zones 1 and 2 (revised December 11, 1997)
19a	South Elevation -- Navy Pier -- Zones 3 and 4 (revised December 11, 1997)

*With the exception of the Traffic Management Plan and the Navy Pier Guidelines, B.T.A./V.O.A. prepared all other (sub)exhibits. The final revision date for all such (sub)exhibits is June 23, 1992, unless the (sub)exhibit number is followed by an "a", in which case the final revision date is some later date specified in parenthesis.

(Sub)Exhibit Number*	Description
20a	North Elevation -- Navy Pier -- Zones 3 and 4 (revised December 11, 1997)
21	South Elevation -- Navy Pier -- Zones 5 and 6
22	North Elevation -- Navy Pier -- Zones 5 and 6
23	Elevation -- Headhouse
24a	Section -- South Dock at Family Pavilion (revised February 26, 1997)
25a	Section -- South Dock at Walkway (revised December 11, 1997)
26	Section -- South Dock at Festival Hall
27	Section -- North Dock at Family Pavilion
28	Section -- North Dock at Festival Hall
29	Pedestrian Circulation Plan

*With the exception of the Traffic Management Plan and the Navy Pier Guidelines, B.T.A./V.O.A. prepared all other (sub)exhibits. The final revision date for all such (sub)exhibits is June 23, 1992, unless the (sub)exhibit number is followed by an "a", in which case the final revision date is some later date specified in parenthesis.

(Sub)Exhibit Number*	Description
30	View Corridor Exhibit
31	Auto/Taxi Circulation Plan
32	Bus/Transit Circulation Plan
33	Bicycle Circulation Plan
34	Typical Street Furniture
35	Future Headlands Subarea Landscape Plan (Federal Parcels)
36	Traffic Management Plan
37	Navy Pier Recommendations, Policies and Standards
38a	Site/Landscape Plan -- Jane Addams Park Subarea (revised December 11, 1997)

Full size sets of (Sub)Exhibits 2 through 35 and 38a are on file with the Department of Planning and Development. This Planned Development is applicable to the area delineated herein and these and no other controls shall apply. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

*With the exception of the Traffic Management Plan and the Navy Pier Guidelines, B.T.A./V.O.A. prepared all other (sub)exhibits. The final revision date for all such (sub)exhibits is June 23, 1992, unless the (sub)exhibit number is followed by an "a", in which case the final revision date is some later date specified in parenthesis

7. The following uses shall be permitted in the Navy Pier Subarea: pedestrian promenades; public open spaces; public, cultural, recreational, business and commercial uses; enclosed public spaces; multi-purpose exhibition, meeting and reception facilities; shops and restaurants; boat and ship docking, passenger embarking and disembarking; movable commercial vendors' facilities; kiosks and other similar structures; on-pier accessory and non-accessory parking; roadway ingress and egress; walkways, bicycle paths and ramps; and related and accessory uses and support facilities.

Within the Navy Pier Subarea, exposition and meeting uses shall not be permitted in the buildings west of the On-Pier Park. However, these uses are permitted in the buildings east of the On-Pier Park. Additionally, the business and commercial uses permitted east of the On-Pier Park shall be subordinate and ancillary to the exposition and meeting uses. All business and commercial uses permitted in and special uses of the C3-6 zoning district are permitted uses on the Navy Pier Subarea except the following: residential; hotel/motel; adult; battery, tire and auto service station; motor vehicle repair; warehouse establishments; railroad related uses; stadiums, forums or arenas with capacity of over two thousand (2,000) seats; hospital and convalescent related uses; penal and correctional facilities; electric substations; water filtration and pumping stations; recycling facilities; drive-through facilities; business and professional offices (except as ancillary uses); and transitional shelters.

The following uses shall be permitted in the Headlands Subarea; public parks, gardens and gathering places; walkways, bicycle paths and ramps; boat and ship docking, passenger embarking and disembarking; public transportation facilities; movable commercial vendor's facilities; kiosks and other similar structures; and related and accessory uses and support facilities.

All of the Property shall remain public places for the use and enjoyment of the public. Any limitations on the public use and any private uses shall be subordinate and ancillary as well as complementary to the predominantly public character of the Property. For purposes of this Planned Development, the term "operating hours" shall have the following meanings:

- (i) during the period from May through September, it shall mean, for the interior public spaces of the structures, from at least 9:00 A.M. to 9:00 P.M.;
- (ii) during the periods, it shall mean, for the interior public spaces of the structures, from at least 10:00 A.M. to 5:00 P.M.; and

- (iii) during all periods, it shall mean, for the exterior spaces, from at least 6:00 A.M. to 11:00 P.M.

All uses of the Property shall be located, designed, constructed, maintained and operated in accordance with the provisions of this Planned Development.

8. Off-street parking and off-street loading shall be provided upon the Navy Pier Subarea in accordance with the Use and Bulk Regulations Data Table, (Sub)Exhibit 1a, described in Statement Number 6 and attached hereto.
9. Any service drive or other ingress or egress will be adequately designed and paved in accordance with the regulations of the Department of Transportation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes, if required, will be adequately designed and paved in compliance with the Municipal Code of Chicago. No parking shall be permitted within the service drives and other motor vehicles ingress and egress areas.
10. Business and advertising signs are permitted within the enclosed facilities on the Navy Pier Subarea; provided, however, these signs shall be of a limited size, and be appropriate and consistent with the character of the Navy Pier and Headlands Subarea development. Business and advertising signs of no more than one hundred (100) square feet in dimension are permitted outside of the facilities on the Navy Pier Subarea, provided that they are appropriate and consistent with the character of the Navy Pier Subarea and related to the Navy Pier Subarea uses. All exterior signs, including flashing, animated or moving signs, and all signs inside or out facing and visible from the Headlands Subarea are subject to the prior approval of the Department of Planning and Development.
11. The maximum allowable height of any structure upon the Property shall conform with the Use and Bulk Regulation Data Table, (Sub)Exhibit 1a attached hereto, and shall further be subject to the following:

- (i) Height limitations as certified on Form FAA-117 (or on successor form of forms covering the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration.
 - (ii) Airport Zoning Regulation as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.
- 12. The following additional principles shall govern the development of the Property:
 - (i) The improvements on the Property shall be designed, constructed and maintained in general conformance with all of the (sub)exhibits described in Statement Number 6 of this Planned Development. Landscaping shall be installed and maintained in general conformance with all of the Site/Landscape Plan Exhibits described in Statement Number 6 of this Planned Development. All landscaping shall be properly maintained, at all times, by the Applicant.
 - (ii) Vehicular movement on the Navy Pier Subarea shall be limited to those areas designated on all of the Site Plans, (Sub)Exhibits 11a through 16, described in Statement Number 6 and shall be in general conformance with the provisions of the Traffic Management Plan, (Sub)Exhibit 36, described in Statement Number 6 of this Planned Development.

Public pedestrian and bicycle passage during operating hours over all exterior areas depicted on the (sub)exhibits as pedestrian walks or pathways, including the south dock and the north dock, shall not be unreasonably restricted. Public pedestrian passage during operating hours over all interior areas depicted on the Pedestrian Circulation Plan, (Sub)Exhibit 29, described in Statement Number 6 of this Planned Development shall not be unreasonably restricted.

The south dock shall be divided into east/west zones that are in general conformance with all of the section (sub)exhibits, (Sub)Exhibits 24a through 28, described in Statement Number 6 of this Planned Development and attached hereto. These zones shall be reasonably sized to accommodate the predominantly public pedestrian and bike path character of the south dock. The edge of the south dock shall consist of an approximate fifteen (15) foot zone in which various boat and ship

docking accessories are permitted. To the north and adjacent to this fifteen (15) foot zone, there shall be a furniture/planter zone of approximately eight (8) feet. Notwithstanding the foregoing, within the approximate twenty-three (23) foot width of these two (2) zones, there shall be an approximate ten (10) foot clear zone, free and clear of all obstructions for easy pedestrian passage.

The edge of the north dock shall consist of an approximate seven (7) foot zone in which various boat and ship dock accessories are permitted provided that public pedestrian passage is feasible. To the south and immediately adjacent to this seven (7) foot zone, there shall be an approximate eight (8) foot clear zone, free and clear of all obstructions appropriate for easy pedestrian passage.

The boat and ship docking accessories described above include, but are not limited to, gangplanks, stairs and accessory structures, and kiosks. These accessories shall be appropriate and consistent with the character of the Navy Pier and Headlands Subareas development. They shall be sized and located to avoid unreasonable interference with public pedestrian passage or with public access to the water or lake front vistas. The location of the accessories of each boat or ship shall be limited to the boat dock areas set forth in Statement Number 13(i) hereof. They shall be limited to movable or semi-permanent structures.

Movable or semi-permanent kiosks are also permitted in the Headlands Subarea and elsewhere along the south dock of the Navy Pier Subarea, except in the clear zones. The kiosks shall be sized and located appropriately and consistently with the character of this Planned Development. Moreover, they shall not unreasonably interfere with public pedestrian passage or with public access to the water or the lake front vista.

Permanent kiosks or other permanent buildings or structures located anywhere on the Property are subject to the approval of the Commissioner of the Department of Planning and Development.

- (iii) The areas depicted on the Site/Landscape Plan -- Crystal Garden, (Sub)Exhibit 9a, and the Site/Landscape Plan -- On-Pier Park, (Sub)Exhibit 10a, described by Statement Number 6 of this Planned Development as the Crystal Garden and the On-Pier Park respectively, shall be designed, constructed and maintained as public spaces to provide areas for passive activities and public gathering and, except as provided herein, at no charge or cost to public users; provided, however, that the restaurant/cafe and

catered dinning areas depicted in Site/Landscape Plan -- On-Pier Park, (Sub)Exhibit 10, described in Statement Number 6, may charge customers for their use of said restaurant/cafe and catered dinning areas. Each of these areas shall be (a) handicapped accessible, (b) designed to function as a public space, (c) improved with seating and tables appropriately located and arranged and in reasonable and sufficient quantities to encourage public use, (d) provided with appropriate interior and exterior landscaping, (e) reasonably accessible to restroom facilities and to food and beverage facilities, and (f) except as provided herein, shall be open to the public during all operating hours. Regular musical entertainment and live performances within these areas are encouraged. The areas shall be maintained in a clean and litter free condition. The Crystal Garden shall have largely unobstructed views from within the space out to the lake and City.

Limited private uses of the Crystal Garden during operating hours are permitted; provided, however, these uses, except for the restaurant/cafe and catered dining areas, may occur only very occasionally (from time to time), must be more limited in the summer months than otherwise, and, during the period of May through September, may occur only after 6:00 P.M., and must be preceded by reasonable advance and posted notice.

It may be necessary in connection with live music, live performances or other events in the Crystal Garden and On-Pier Park to charge a fee to cover the cost of the entertainment. Also, the Applicant may charge a reasonable fee to ride the carousel and ferris wheel or for special entertainment in the tent on the On-Pier Park.

- (iv) Appropriate and decorative lighting of all exterior public pedestrian areas and budget permitting, of appropriate Navy Pier Subarea building features, shall be provided and maintained. In no circumstances should lighting on the Property be directed at Lake Point Tower.
- (v) The Applicant acknowledges that the draft Navy Pier/Turning Basin Development Guidelines, issued by the Department of Planning and Development in December, 1990 was, in large part, a result of the joint efforts of the Applicant, the City, the Chicago Park District and others to determine the appropriate guidelines for the development of the Navy Pier and Headlands Subareas. The City acknowledges that this development, as described by the provisions and (sub)exhibits of this Planned Development,

satisfies the intent and purpose of those Guidelines and of appropriate planning principles. The Applicant and the City further acknowledge, however, that the scope, complexity and nature of the development may require refinements in the applicable development regulations from time to time and that it may be impractical and contrary to good planning to require compliance with excessively detailed or rigid conditions. Accordingly, to the extent not otherwise provided to the contrary in this Planned Development, the development and operation of the Navy Pier and Headlands Subareas shall be in general conformance with the principles described in the "Navy Pier Recommendations, Policies, and Standards" derived from the aforesaid draft Guidelines and made a part hereof as (Sub)Exhibit 37 as described in Statement Number 6 of this Planned Development and attached hereto. The recommendations, policies and standards embodied in (Sub)Exhibit 37 shall be considered in any future amendment of modification to this Planned Development.

- (vi) The Navy Pier and Headlands Subareas development contemplated herein is intended to be constructed as a single, integrated project. No Certificate of Occupancy shall be issued unless substantially all of the development has been completed; provided, however, that the Commissioner of the Department of Planning and Development may authorize exceptions to this requirement.
 - (vii) The Applicant shall make appropriate arrangements to ensure public safety and public access to the Headlands and Navy Pier Subareas, to the extent feasible, during construction. If requested by any appropriate department of the City, the Applicant shall provide and follow a reasonably acceptable plan and schedule of such arrangements; which plan shall be coordinated with the Department of Planning and Development and the Department of Transportation.
13. The perimeter of the north and south dock areas of the Navy Pier and Headlands Subareas may be used to dock boats and ships, and passengers may embark and disembark from such boats and ships along the docks of the Navy Pier and Headlands Subareas, provided that the following principles are followed:
- (i) Pedestrian circulation along, and public access to, the dock's

edge and views from the pedestrian areas of the Navy Pier and Headlands Subareas shall not be unreasonably impaired. In the Headlands Subarea and the south dock of the Navy Pier Subarea no more than fifty percent (50%) of each of the dock's length may be occupied by docked boats or ships at any one time, and each docked boat or ship shall be separated from every other docked boat or ship by fifty (50) feet, or if separated by a lesser distance, the total length of any portion of the dock which is occupied by boats or ship at any one time shall not exceed two hundred (200) feet (unless occupied by a single boat longer than two hundred (200) feet in which case said boat shall be separated from every other boat by fifty (50) feet).

- (ii) The operation of docked boats and ships shall be regulated by the Applicant to avoid unreasonable adverse impacts of such uses on the surrounding neighborhood. These impacts include, but are not limited to, noise created by passengers and litter.

No boats or ships shall be permanently docked on the north, south or east side of the Navy Pier Subarea adjacent to the Auditorium. Embarking and disembarking of boat passengers along any portion of the Headlands (except the easternmost docks) of the headlands Subarea shall not be permitted after 11:00 P.M. on weekdays and 12:00 Midnight on weekends.

- 14. For purposes of Floor Area Ratio (F.A.R.) Calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
- 15. The Applicant acknowledges that the development of the Navy Pier and Headlands Subareas will have unique traffic-generation and parking characteristics which will require diligent and ongoing operational control to assure that the impact of the development on the surrounding traffic network, park uses, pedestrian flow and parking supply will not be unreasonably adverse. The Applicant further acknowledges that, although the streets on the Headlands Subarea will be City-owned streets over which the City shall maintain legal jurisdiction, the generation of traffic activity and the traffic activity itself on these streets will largely be within the control of the Applicant.

Accordingly, the Applicant shall be responsible for implementing certain operational controls over parking and traffic activity excepted to occur on the Navy Pier and Headlands Subareas. These operational controls are

set forth in the "Traffic Management Plan" ("T.M.P.") (Sub)Exhibit 36 described in Statement Number 6 in this Planned Development and shall become effective after the issuance of the Certificate of Occupancy for either the Family Pavilion or the Festival Hall on the Navy Pier Subarea. The T.M.P., as it may be amended or otherwise modified from time to time, shall be deemed an integral part of this Planned Development. The Applicant's compliance with the T.M.P. shall be a requirement of this Planned Development.

In order to assure the T.M.P.'s effectiveness, prior to December 31 on each year for five (5) years following the issuance of the first Certificate of Occupancy for the Navy Pier Subarea, the Applicant shall submit to the Commissioner of the Department of Transportation (with a copy to the Commissioner of Planning and Development) a report describing the past year's traffic and parking activity and assessing the effectiveness of the various provisions of the T.M.P. and any recommended modifications thereto. Additionally, the Applicant, or its designated representative, shall cooperate with the City and with applicable transit agencies in the on-going review and updating of the T.M.P.

Modifications may be made to the T.M.P. at any time with the approval of the Commissioner of the Department of Transportation and the Commissioner of the Department of Planning and Development. Such modifications and approvals shall be kept on file with the Department of Transportation and the Department of Planning and Development.

In order to assure that the provisions of the T.M.P. are properly carried out and that proper and prompt coordination exists among the Applicant and the various departments of the City and the applicable transit departments of the City and the applicable transit agencies and the public, the Applicant shall designate and maintain a Transportation Coordinator ("T.C."). The T.C. may consist of one (1) or more individuals, but in any event, a single person, entity or division of the Applicant shall be readily available and apparent for inquiry by any parties concerned. The T.C. shall be in place and functioning within one (1) year following the commencement of construction of the Navy Pier Subarea. The T.C. shall be charged with the responsibility, on behalf of the Applicant, to (a) oversee and coordinate the day-to-day implementation of the T.M.P., (b) act as a formal point of communication between the Applicant and any other agencies or individuals inquiring or concerned about traffic, or parking-related issues, and (c) coordinate traffic loading and parking management activity with representatives of the City and the appropriate transit agencies.

- 15a. The Applicant acknowledges that with the possibility of new and large developments coming to the "River East Corridor", there is a need for comprehensive traffic management plan for a larger area than that contemplated by the T.M.P., (Sub)Exhibit 36. In order to serve this need the creation of a T.M.A. covering that broader area is necessary. The Applicant agrees to join the T.M.A.; to be an active and participating member of its board; and to cooperate and participate in the creation of such a comprehensive plan, and in the preparation of a funding structure which implements the plan and which at a minimum advances the goal of providing regular, frequent shuttle service to remote parking. The Applicant further agrees to continue to run its remote parking shuttles at its current level of service. The Applicant shall pay its pro rata share of the funding plan and that includes its agreement to run its remote parking shuttles at its current level of service.
16. The area formerly designated as the Future Development Zone within Zones 2 and 3, as shown on (Sub)Exhibits 10a, 11a, 12a, 13a, 17a, 18a, 19a, 20a, 24a and 25a, shall be improved with a new multi-story performing arts center, consisting of a theater with approximately five hundred fifty (550) seats, classrooms, administrative facilities and other related facilities. Future plans may include the development of the multi-purpose space as a two hundred (200) seat studio theater. In addition, new retail and pedestrian circulation space will be included in the proposed facility. The new construction shall not exceed the height of the parking garage and shall be constructed in accordance with the height limitation contained in (Sub)Exhibits 17a through 23.
17. The terms and conditions of Statement Numbers 12, 13 and 16 of this Planned Development 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 appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development. Any such modification 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. This statement shall not be construed as limiting the authority of the Commissioner pursuant to Section 11.11-3(c) of the Chicago Zoning Ordinance to authorized any other minor changes to any of the portions or statements of this Planned Development.
18. 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 owners of record title

of the Property. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns. Furthermore, pursuant to the requirement 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 the 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 applications 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.

Nothing herein shall be construed to mean that any individual owner of the Property, or any portion thereof, is relieved of obligations imposed hereunder of any rights granted herein or is not subject to City action pursuant to this Planned Development. 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 as 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 transferred, the term "Applicant" shall be deemed amended to apply to the legal titleholder thereof (and its beneficiaries if such title is held in a land trust), and the seller or transferor thereof (and its beneficiaries if such title is held in a land trust) shall thereafter be released from any and all obligation or liability hereunder.

19. Unless substantial construction of the proposed Performing Arts Center described in Statement Number 16 hereof has commenced within four (4) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire. If this Planned Development expires under the provisions of this statement, then the zoning of the Property shall automatically revert to the previously existing Planned Development 527 as approved on September 16, 1992.
20. The design of the roadway network located on the Headlands Subarea as depicted on the Roadway Network Map, (Sub)Exhibit 5, described in Statement Number 6 of this Planned Development has been determined by the City to be necessary and appropriate to handle the expected uses of the Navy Pier and Headlands Subareas in a safe and efficient manner, while maximizing the availability of open space and park land on the Headlands Subarea. The City acknowledges, however, that the actual

uses of the Navy Pier and Headlands Subareas may vary from that expected. Accordingly, prior to the expiration of the fifth (5th) anniversary following the issuance of the first Certificate of Occupancy for the Navy Pier Subarea, the Applicant shall submit to the Commissioner of the Department of Planning and Development and the Commissioner of the Department of Transportation a traffic study prepared by a traffic engineer assessing the adequacy and sufficiency of the Headlands Subarea's roadway network to handle the actual traffic demand experienced during said five (5) year period. Following receipt of said study, the Commissioner of the Department of Planning and Development shall consult with the Commissioner of the Department of Transportation. If the Commissioner of the Department of Planning and Development and the Commissioner of the Department of Transportation determine that changes to said roadway network are necessary or appropriate to accommodate the actual uses of the Navy Pier and Headlands Subareas, while maximizing the availability of open space and park land, said Commissioners shall so notify the Applicant. Such changes shall be limited to modifications or changes to the roadway network. Said Commissioners shall make such determination and send such notice within ninety (90) days following receipt of said study. The City shall, at its own expense and within one (1) year thereafter, make such changes to the roadway network as are required. The Applicant shall, at its own expense and within one (1) year thereafter, make such changes to the landscaping on the Headlands Subarea as are reasonably required as a result of the changes to the roadway network undertaken by the City.

21. The two (2) parcels depicted on the Subarea Map, (Sub)Exhibit 7, collectively as Tract E, Existing Federal Parcels, are outside the boundaries of this Planned Development. Applicant acknowledges, however, that such parcels shall be served by accessways over and across the Headlands Subareas. In the event that the Applicant or the City acquires control of either or both of these parcels sufficient to allow redevelopment as park land, or either or both of these parcels are otherwise redeveloped as park land, then the Headlands Subarea park land included in this Planned Development shall be reconfigured and relandscaped to create a park area which is coordinated with the applicable parcel or parcels, as the case may be. Such reconfiguration and relandscaping shall be designed, constructed and maintained in general conformance with the Future Headlands Subarea Landscape Plan, (Sub)Exhibit 35, described in Statement Number 6 and attached hereto. Such reconfiguration and relandscaping shall be completed by the Applicant within a reasonable time following the aforesaid acquisition of the necessary rights to the parcel or parcels or following substantial completion of the redevelopment of the applicable parcel as park land, whichever is earlier. This statement

shall be deemed satisfied when the Headlands Subarea park area has been reconfigured and relandscaped to create a coordinated park area with the redeveloped parcel(s) and the Turning Basin Park.

Any development of the Headlands Subarea, and particularly of the applicable portions of Tract E, shall be coordinated with and shall be designed and constructed to accommodate the then existing or known plans for the Turning Basin Park. When and if the Turning Basin Park is developed, the Applicant will permit third (3rd) parties reasonable access to Tract E in order to coordinate said development with Tract E.

22. The Applicant shall manage the uses of the Headlands and Navy Pier Subareas to avoid unreasonably adverse impacts on the surrounding residents. On the Headlands Subarea, no neighborhood festivals shall be permitted.
23. The Applicant acknowledges that, although the City's Percent for Public Art ordinance is not applicable to the proposed development, the Navy Pier and Headlands Subareas development project is a public project and that the location and placement of art work in appropriate places on the Headlands and Navy Pier Subareas is a worthy public goal. Accordingly the Applicant shall, in its planning for the design and construction of the proposed development, take into consideration the installation of art work as an integral part of interior and exterior spaces. In connection with this requirement, the Applicant shall work with the appropriate representatives of the Public Art Program of the City's Department of Cultural Affairs.

[(Sub)Exhibits 2, 3, 4, 5a, 6, 7, 8a, 9a, 10a, 11a,
12a, 13a, 14, 15, 16, 17a, 18a, 19a, 20a,
21, 22, 23, 24a, 25a, 26, 27, 28, 29,
30, 31, 32, 33, 34, 35 and 38a
referred to in these Plan of
Development Statements
printed on pages 60216
through 60254 of this
Journal.]

(Sub)Exhibits (1a) (Use and Bulk Regulation Data Table), 36 and 37 referred to in these Plan of Development Statements read as follows:

(Sub)Exhibit 1a.
(To Plan of Development Statements)

Use And Bulk Regulations Data Table.

Net Site Area:

-- Aggregate Area:	2,391,450 square feet. 54.9 acres.
-- Navy Pier Subarea:	30.6 acres.
-- Headlands Subarea:	19.0 acres.
-- Jane Addams Park Subarea:	5.3 acres.

General Description of Permitted Uses:	In accordance with the Statements of this Planned Development.

Maximum Permitted Floor Area Ratio:	55.

Maximum Percentage of Land Covered:	In accordance with Site Plans and Site/Landscaping Plans, (Sub)Exhibits 8 through 16, described in Statement Number 6 of this Planned Development and attached hereto.

Maximum Number of Off-Street Spaces:	1,800.

Minimum Number of Off-Street Loading Spaces:	12.

Minimum Periphery Setbacks:	In accordance with Site Plans and Site/Landscape Plans (Sub)Exhibits 8 through 16, described in Statement Number 6 of this Planned Development and attached hereto.

* Maximum Roof Height:

In accordance with the Elevations, (Sub)Exhibits 17a through 23, described in Statement Number 6 of this Planned Development and attached hereto.

Maximum Floor Area Within the Buildings East of the On-Per-Parking Devoted to:

Exposition/Convention Uses: 200,000 square feet.

Meeting Use: 90,000 square feet.

Exhibit 36.

(To Plan of Development Statements)

Planned Development Number 527.
(As Amended)

Traffic Management Plan.

(1) Purpose.

It is the intent of this plan to help assure that the Navy Pier and Headlands Subareas will be operated in a manner which avoids unreasonable adverse impacts on existing traffic on nearby streets and expressways; assures reasonably safe and efficient traffic operations on the Headlands Subarea and reasonably safe and efficient parking and traffic operations on the Navy Pier Subarea and, as related to the Navy Pier and Headlands Subareas development, parking and traffic operation of the

* The maximum height of the ferris wheel is +180 feet C.C.D.
The maximum height of the flagpole is +150 feet C.C.D.

Property; assures reasonably safe and efficient pedestrian and bicycle movements on and about the Navy Pier and Headlands Subareas; and avoids unreasonable interference with the continuous flow of traffic to, through and from the Navy Pier and Headlands Subareas.

(2) General Principles.

- (i) Traffic movement on the Navy Pier Subarea should be subordinate to traffic movements on the Headlands Subarea. Every reasonable effort should be made to assure that traffic flow into or out of the Navy Pier Subarea is managed to assure that the Headlands Subarea street network operates at a reasonably acceptable level, is reasonably safe for pedestrians and bicyclists and is reasonably efficient for vehicles.
- (ii) Private automobile traffic to the Navy Pier Subarea should be minimized to avoid unreasonable adverse impact on the surrounding neighborhood. Every reasonable effort should be made to encourage use of public transit and remote parking and to minimize private automobile use, especially when design day and peak-peak conditions prevail.
- (iii) The Headlands Subarea should be maintained as a place of arrival and departure, not as a parking or staging area. Every reasonable effort should be made to assure the continuous flow of traffic on the Headlands Subarea and to prohibit stopping for lengthy periods of time, parking or vehicle staging, including restriction on vehicle lane movements and patterns of circulation on and about the Headlands Subarea. Reasonable steps should be taken to assure the safety of pedestrians crossing the Headlands Subarea roadway in front of the Head House.
- (iv) The south dock of the Navy Pier Subarea is intended to be a pedestrian-oriented public way. All vehicles (other than the on-pier tram, emergency vehicles, small service vehicles as necessary and appropriate which are similar in character to golf carts, and bicycles) should be prohibited from using the south dock during operating hours.

(3) Specific Conditions.

(i) Headlands Subarea.

(a) Staging/Parking.

- No vehicle of any kind is permitted to park at any time.
- C.T.A. Buses: Allowed to stage within the designated bus terminal area only.
- Taxis: Allowed in designated space on north side of Grand Avenue only. Taxi queue should not extend into the traffic lanes or across Grand Avenue or Head House Drive.
- Other motor vehicles: No staging at any time.

(b) Circulation.

- No vehicular traffic should be allowed in C.T.A. terminal area at any time, other than C.T.A. buses or C.T.A. service vehicles. Bollards to remain in place except as permitted by the Chicago Department of Transportation.
- C.T.A. vehicles should have ingress via Illinois Street to Streeter Drive to Jardine Drive; egress should be via Jardine Drive to Grand Avenue.
- All charter buses, private buses, school buses, trucks and other delivery and service vehicles (except trucks providing boat delivery service during the period from 11:00 P.M. to 9:00 A.M.) should be prohibited, at all times, from using Illinois Street's loop extension and the recirculation lane. These vehicles should have ingress via Illinois Street to Streeter Drive to the eastbound lane of Grand Avenue to the north dock roadway of the Navy Pier Subarea. Egress should be via the north dock roadway to Grand Avenue.

The eastbound lane of Grand Avenue is limited to these vehicles, except during Design Day-Peak Hours and Peak-Peak Day- Peak Hours.

- Private automobiles, taxis, limousines and parking shuttles should have ingress via the Illinois Street loop extension.
- Private automobiles, taxis, limousines and parking shuttles may use the recirculation lane.

(ii) Navy Pier Subarea.

(a) South Dock.

- No motor vehicles (other than on-pier tram, emergency vehicles and small service vehicles as necessary and appropriate which are similar in character to the golf cart) should be permitted on the south dock during operating hours. Provided, however, service and maintenance vehicles may be permitted after 11:00 P.M. and before 9:00 A.M.
- The south dock on-pier tram should not deviate from the south dock's designated tram lane. The tram should provide east/west service to the public on the south dock. In addition, but complementary to the south dock tram service, the on-pier tram may run on the north dock; provided, however, the tram shall run to the north dock using the internal north/south connectors only.

(b) North Dock.

- Loading activity at the Family Pavilion loading docks should be scheduled to avoid conflicts on the north dock roadway.

- Every reasonable effort should be taken to avoid unreasonable noise disturbance to the surrounding residential area due to loading activity after 11:00 P.M. and before 9:00 A.M.. This includes to the extent reasonable and practical discouraging semi-truck activity at the Festival Hall loading docks during this time.

(iii) Design Days-Peak Hours; Special Considerations.

Design Days-Peak Hours is defined as an approximately one (1) hour period occurring on Saturdays between mid-May and mid-September usually between the hours of 1:00 P.M. to 3:00 P.M. and 6:00 P.M. to 8:00 P.M. or during a similar peak hour period on other days when daily attendance in excess of thirty-five thousand (35,000) is anticipated. During Design Days the following provisions shall apply:

(a) Remote Parking System.

- A remote parking system providing for an adequate number of available spaces to handle expected demand as determined by the Traffic Coordinator should be identified to supplement on-pier parking. More than one (1) site may be utilized.
- Signs on Lake Shore Drive and on other appropriate roadways should be installed which direct motorists to off-site parking for the Navy Pier Subarea. Electronic early warning signs should be installed on Lake Shore Drive, the exit ramp at Grand Avenue and Illinois Street west of Lake Shore Drive. In addition, the occupancy of the Navy Pier Subarea parking lots should be monitored. When the on-pier lots are substantially full, the electronic early warning signs should be activated so that motorists seeking parking are discouraged from entering the Headlands Subarea, other than to drop-off passengers.
- Parking shuttles should be allowed to pick-up and

drop-off passengers at designated and clearly marked points in front of the Head House and at the east and west drop-off areas reached from the north dock roadway. Regular and frequent shuttle intervals are recommended to enhance the attractiveness of off-site parking.

(b) North Dock.

- The reversible third lane of the north dock roadway, normally an eastbound lane, may be used as a westbound lane, but only when the reduced eastbound capacity does not impede the Headlands Subarea traffic flow.

(c) Intersection Control.

- Trained private traffic personnel or City Police should be located at the Illinois Street/Streeter Drive intersection, in front of the Head House, and at the Grand Avenue/Head House intersection to direct and assist the flow of traffic.
- Panel trucks or other vehicles of a similar nature may be permitted to enter the north dock at any time.
- Private buses, taxis or limos in any lane of the north dock roadway should not be permitted to queue unless such queuing would lessen congestion on the Headlands Subarea at such times.
- Use of the east end cul-de-sac turn-around at the end of the north dock roadway should be limited to private autos, taxis, limos, panel trucks and the parking shuttle.

During the Design Days-Peak Hours, the following provisions shall apply:

- No semi-truck should be allowed to enter the north loading dock.
- No trucks of any kind should be allowed to stage on the north dock.
- No private buses shall be permitted to stage on the north dock roadway.

(iv) Peak-Peak Days-Peak Hours, Special Conditions.

Peak-Peak Days-Peak Hours are defined as an approximately two (2) hour peak traffic period occurring on those rare days designated as such by the Chicago Department of Transportation and the Chicago Police Department on which daily attendance in excess of fifty thousand (50,000) is reasonably anticipated. During these peak hours on such days, for example the fireworks display on July 3, it is critical that the number of vehicles allowed access to the Headlands Subarea be sharply curtailed. All vehicular traffic should be subordinate to public transit, parking shuttle operations and pedestrian and bicycle circulation. Each of the following provisions should apply to an approximately two (2) hour period immediately preceding the event giving rise to the Peak-Peak Days-Peak Hour designation:

- No vehicles should be allowed to enter the Navy Pier Subarea parking lots.
- No vehicles, except the parking shuttle, should be allowed on the loop extension of Illinois Street or on the recirculation lane.
- The parking shuttle may drop-off passengers in the two (2) drop-off areas reached from the north dock roadway (via Streeter Drive and the eastbound lane on Grand Avenue, between Streeter and Head House Drives).
- To direct and assist with the flow of traffic, trained private traffic personnel or City Police should be located at the Illinois/Streeter intersection, in front of the Head House, at the Grand/Head House

intersection, on the north dock roadway, and at the Streeter/Grand intersection.

- No semi-truck should be allowed to enter the north dock roadway.
- Panel trucks or other vehicles of a similar nature making a delivery may be permitted to enter the north dock at any
- No trucks of any kind should be allowed to stage on the north dock.
- Use of the east end cul-de-sac turn-around at the end of the north dock roadway should be limited to private autos, taxis, limos, panel trucks, and the parking shuttle.

(v) Public Awareness.

Every reasonable effort shall be made to promote public awareness and understanding of the traffic management system. Additionally, directional signage for motorists should be installed where appropriate. At a minimum, brochures, pamphlets and advertisements should communicate the following in a reasonably clear and easily comprehensible manner:

- Transit facility locations, schedules and routes;
- Headlands Subarea circulation routes depicted type of vehicles permitted on each roadway and applicable conditions; and
- Location of all remote parking facilities, together with information on remote parking shuttle service (e.g. frequency and location of stops).

(4) Minor Deviations.

Minor deviations from the requirements of the TMP are permitted from time to time when and to the extent unique circumstances warrant such deviations.

(Sub)Exhibit 37.
(To Plan Of Development Statements)

Planned Development Number 527.
(As Amended)

Navy Pier Recommendations.
Policies And Standards.

Key Recommendations:

1. Improve the Quality and Continuity of Park Space along the Entire Waterfront.
 - Reclaim the existing surface parking lots on the Headlands for twelve (12) acres of additional lakefront park.
 - Convert the one-half mile long south dock of Navy Pier to a major public lakefront promenade and open space.
 - Redesign the park area along the South Bank of the Chicago River to connect to the new Turning Basin Parks and to serve as the downtown's gateway to the entire Navy Pier/Turning Basin area.
 - Reconfigure pedestrian and bicycle paths in order to promote better access to and through the lakefront parks.
 - Create a monumental gateway to the City and a link between the lakefront parks and riverwalk system by constructing a circular River Mouth Turning Basin park.
2. Improve Regional Access to the Area Minimize Traffic and Parking Impacts on the Surrounding Neighborhoods.
 - Promote more efficient traffic movement --and increase the available park land--through a redesigned street system on the Navy Pier Headlands. Encourage more transit use to the area by creating

accommodations for increased bus transit service and the proposed downtown circulator system.

- Create up to one thousand two hundred (1,200) parking spaces on Navy Pier to meet the average daily demands of visitors coming to the area.
 - Develop a remote parking strategy to meet the needs of design-day visitors to the Pier by utilizing appropriate existing parking facilities. These facilities would be served by remote shuttle service.
3. Unite Parks, Public Facilities, and Support Functions in a Permanent Downtown Waterfront Activity Center.
- Create special design standards to ensure that new development will respect the overall historic silhouette of Navy Pier.
 - Promote a public activity center that emphasizes public uses of Navy Pier and discourages private hotel, commercial office and residential development.
 - Develop a new Festival Hall on Navy Pier to host a number of public and private events and to complement the existing auditorium at the east end of the Pier.
 - Develop complementary shopping, restaurant, theater and cultural facilities at Navy Pier for visitors and local residents.
 - Develop a new public winter garden and other winter-oriented uses on Navy Pier to encourage year-round lakefront activity.

The following policies serve as the basis for redevelopment of parcels and facilities within the Navy Pier/Turning Basin planning area:

A. Land Use.

1. Enhance the public nature of the Navy Pier/Turning Basin area as a place for the use of and enjoyment by Chicago area residents, visitors and the adjacent community.
2. Develop Navy Pier and the Headlands in a way that emphasizes public uses and discourages future private hotel, commercial office

or residential development.

3. Ensure sensitive water-side uses and development by addressing impacts of size, location, public access and operations of commercial tour boats.

B. Open Space/Pedestrian.

1. Complete and enhance the lakefront park system at Navy Pier, Pier Headlands and Chicago River Turning Basin.
2. Consider the policies of the Lakefront Plan of Chicago and Chicago River Urban Design Guidelines -- Downtown Corridor.
3. Give pedestrian movement priority in the design of Navy Pier, Pier Headlands and the Turning Basin.
4. Provide public access, where feasible, along the entire waterfront.
5. Create an area-wide pedestrian corridor and open space system that improves access from the Loop, Streeterville, Cityfront Center and Illinois Center to the lakefront.
6. Minimize noise from arrivals, departures and activities on Navy Pier, Pier Headlands and the Turning Basin by promoting appropriate noise abatement.
7. Improve bicycle circulation within the Navy Pier/Turning Basin area.
8. Ensure that all new development at the Pier/Turning Basin area meets all governmental environmental quality standards.

C. Urban Design.

1. Maintain the historic silhouette of Navy Pier and preserve the existing Head House and east end building complex.
2. Orient development, pedestrian paths and open spaces towards the water edges.
3. Protect and frame views of the city skyline and the Lake to and from

Navy Pier.

4. Conceal parking on Navy Pier from public view.

Transportation.

1. Design a more efficient street and block system for the Pier Headlands.
2. Minimize roadway and ramp intrusions on the lakefront parks and around the water edges.
3. Increase the availability of public transportation to the area.
4. Provide adequate facilities for circulation within and through the site for pedestrians, public transit, shuttle service, charter buses and private vehicles.
5. Improve transit and pedestrian circulation on the Pier itself.
6. Provide only the amount of parking necessary to serve the needs of the average daily demands of the Navy Pier/Headlands.
7. Establish a traffic and parking management program, including remote parking and linked shuttle service, to reduce direct, private automobile traffic to Navy Pier and to accommodate design-day parking needs.

Appendix A: Lake Michigan and Chicago Lakefront Protection Ordinance.

The basic policies which govern present and future development for Chicago's lakefront include:

1. Complete the publicly-owned and locally controlled park system along the entire Chicago Lakefront.
2. Maintain and enhance the predominantly landscaped, spacious and continuous character of the lakeshore parks.
3. Continue to improve the water quality and ecological balance of Lake Michigan.

4. Preserve the cultural, historical and recreational heritage of the lakeshore parks.
5. Maintain and improve the formal character and open water vista of Grant Park with no new above-ground structures permitted.
6. Increase the diversity of recreational opportunities while emphasizing lake-oriented leisure-time activities.
7. Protect and develop natural lakeshore park and water areas for a wildlife habitation.
8. Increase personal safety.
9. Design all lake edge and lake construction to prevent detrimental shoreline erosion.
10. Ensure a harmonious relationship between the lakeshore parks and the community edge, but in no instance will further private development be permitted east of Lake Shore Drive.
11. Improve access to the lakeshore parks and reduce through vehicular traffic on secondary park roads.
12. Strengthen the parkway characteristics of Lake Shore Drive and prohibit any roadway of expressway standards.
13. Ensure that all port, water supply and public facilities are designed to enhance lakefront character.
14. Coordinate all public and private development within the water, park, and community zones.

Appendix B: Chicago River Urban Design Guidelines.

The City of Chicago Department of Planning in conjunction with the Friends of the Chicago River has prepared a set of urban design guidelines for the downtown portion of the Chicago River. These Guidelines are intended for use by the Department of Planning and Chicago Plan Commission in reviewing Planned Development proposed for the downtown portion of the Chicago River. The guidelines apply to the portion of the river bounded by Chicago Avenue on the north, Cermak Road on the south, and the lock at Lake Michigan on the east. The guidelines were adopted by the Chicago Plan Commission in June 1990.

The objectives of the guidelines are:

- To establish a continuous riverside walkway throughout the downtown corridor.
- To create oases of quiet green space easily accessible to central area workers, residents and visitors.
- To transform the downtown portion of the Chicago River into a high-profile tourist attraction and recreational amenity, thereby enhancing 'Chicago's image as a desirable place to live, work and visit.
- To reinforce and extend the visually impressive urban ensemble now in place on the river and thus promote the city's reputation as a center of quality design.
- To establish the river as a prestigious development corridor and create an appropriate centerpiece for the expanded downtown.

While the Navy Pier/Turning Basin Development Guidelines and Chicago River Urban Design Guidelines -- Downtown Corridor share some overlapping planning area boundaries, both guidelines are consistent in policy and intent. However, the Navy Pier/Turning Basin Guidelines provide more detailed recommendations for this particular area.

The Chicago River Urban Design Guidelines -- Downtown Corridor is available to the general public from the City of Chicago, Department of Planning and Development.

Appendix C: General Urban Design And Landscaping Standards.

The following general urban design and landscaping standards should be considered in the design of the promenade and open spaces within the Navy Pier/Turning Basin planning area.

1. Public Promenade, Plaza And Streetscape Features.

- a. A comprehensive system of public and private signs should be developed for the Navy Pier/Turning Basin area. Standardized international symbols should be used for public service and information signs. A public/private system of "trailblazer" signs

should be used to direct pedestrians and motorists to common destinations, including Navy Pier, Olive Park, Ohio Street Beach and remote parking.

- b. Walkways should be sized to accommodate specific functions, such as pedestrian movement between places or window shopping. Where uninterrupted and quick walking between places is the primary function of the path, a minimum unobstructed width should be provided.
- c. Along a pedestrian walkway or sidewalk, the distance from one (1) pedestrian cross-path to the next should be no greater than five hundred (500) feet where feasible, efficient and appropriate.
- d. Walkways should not be obstructed or appear to be obstructed by gates, walls, chains, ropes or other barriers. Walkway routes should not be unnecessarily circuitous.
- e. Railings, if any, along the water's edge should be relatively open and transparent, allowing pedestrians to view the water.
- f. Where possible, promenades should be oriented towards the water's edge or building landmarks (e.g., Navy Pier Head House) for pedestrian orientation.
- g. Where outdoor staircases are necessary to provide a transition between grades (such as at Navy Pier Park), the tread widths should be sized for easy removal of snow accumulation.
- h. Pedestrian paths, seating areas and other high traffic areas should be paved with attractive materials.
- i. Pavement materials should consist of colorful, durable, non-slip surfaces. Paving should include flat, even surfaces to facilitate snow and ice removal and for public safety during the winter.
- j. For security, all walkways, stairways and public open spaces should be illuminated appropriately. Lighting must be attractively designed. To ensure pedestrian scale, the combined height of standard plus luminaire should not be excessive. Coordination of lighting design within the planning area is strongly encouraged.
- k. Arcades (covered walkways open to the pedestrian promenade on one

(1) side) should not be substituted for the minimum requirements for the pedestrian promenade.

1. Benches and group seating areas should be provided for public use. For comfort, benches with wooden seats and backs are preferred, although ledges and planters suitable for sitting are acceptable. Variety in the types of seating is encouraged. An appropriate number of the seating should permit a direct view of the water, where possible. Seating that faces the water, but has its view impaired by walls, vegetation or structures should be avoided.
 - m. Other street furniture elements such as traffic signals/sign/lighting supports, trash receptacles, newspaper boxes, mail boxes, flags, etc. should be designed and included as part of an overall system. Where possible and feasible, a standard kiosk should be designed and used throughout the area for events announcements and commercial advertising in lieu of billboards.
 - n. Storm run-off is one of the principal sources of lake and river pollution. Waterside projects, where feasible and appropriate, should be graded to direct storm run-off to the sewer system or suitable storm water retention areas, not into the lake or river. A one percent (1%) slope away from the water's edge should be encouraged.
 - o. Outside public promenades along the lake and river should be accessible to the public from 6:00 A.M. to 11:00 P.M. (Chicago Park District hours) every day, year-round, except when closed for maintenance.
2. Development Adjacent To Open Spaces And Promenades.
- a. The ground floor of buildings along open spaces or sidewalks designated as pedestrian areas should maximize, within reason, the frontage in pedestrian-related uses. However, it is recognized that initially there may not be enough pedestrian traffic to support retail uses. In such cases, "punch-out" spaces that may be converted to retail use in the future should be considered. Lobbies, service areas and blank walls constituting more than twenty-five percent (25%) of the frontage along pedestrian designated areas should be discouraged.
 - b. The exterior facade of pedestrian-related uses should consist primarily of clear display windows or windows allowing for visibility

into the shop, restaurant or other pedestrian use. Reflective glass, on both upper and lower floors, is discouraged.

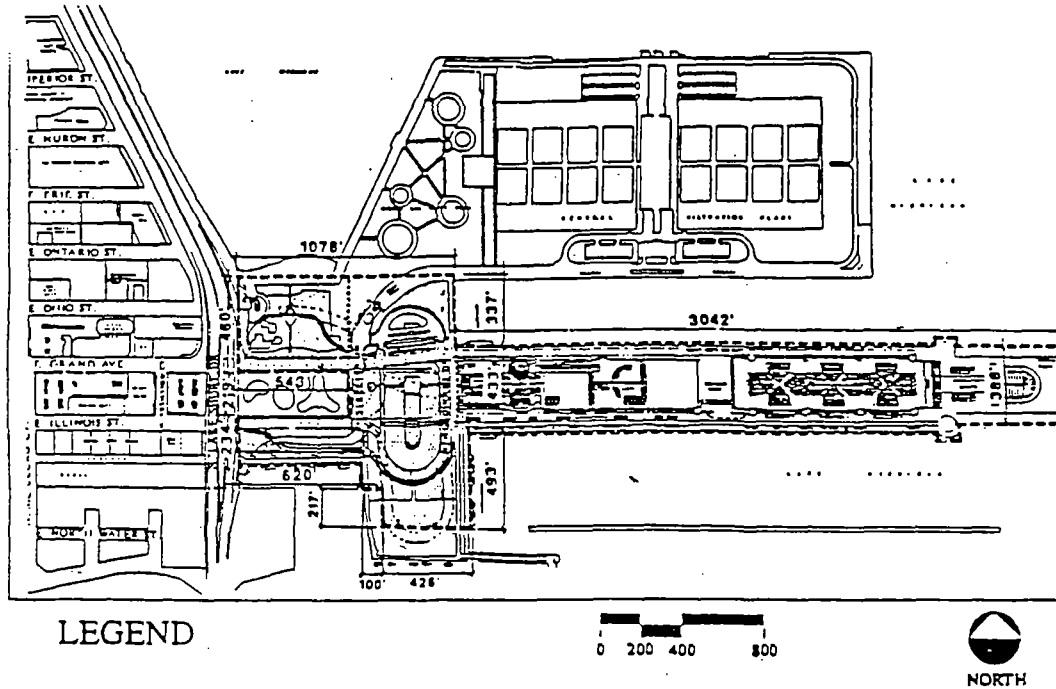
- c. Blank walls (i.e., without windows or doors) facing pedestrian paths should be discouraged. If a blank wall is necessary because an alternative treatment would create practical difficulty or hardship, such walls should be given an attractive architectural treatment using quality materials or else screened with planting.
- d. Access doors into pedestrian-related uses should be spaced to avoid long expanses between doors.
- e. The ground floor of buildings fronting on pedestrian promenades or plazas should be located as feasible and appropriate to the promenade right-of-way lines or edge delineation, in order that ground floor pedestrian uses are directly accessible by persons using the open spaces.
- f. To create a lively pedestrian environment, outdoor cafes and shops are encouraged. Small retail kiosks could be located along walkways and should be movable.
- g. When seating for an outdoor cafe adjoins a public walkway, the two should be clearly differentiated. Massive barriers separating public and private uses should be discouraged. In configuring outdoor seating, walkway obstructions should be avoided. An eight (8) foot wide corridor should be reserved for pedestrian circulation.
- h. Building frontage incompatible with open spaces and promenades should be discouraged, in particular:
 - 1. Chain linked fences or barbed wire.
 - 2. Utility doors or staircases.
 - 3. Truck docks.
 - 4. Service drives.
 - 5. Parking curb cuts and spaces located at-grade.
 - 6. Storage facilities.
 - 7. Electrical and mechanical equipment.

8. Trash or garbage containers or other building maintenance facilities or equipment.
 9. Billboards or other off-premise commercial signs, except as encouraged on storefronts and advertising kiosks.
 10. Ventilator exhaust equipment.
 11. Concrete road barriers and utility guard rails.
- ii. Parking garages on Navy Pier should be designated to minimize, where feasible and possible, the visibility of parked automobiles from open spaces.
1. Garage facades should be treated with quality materials as though the garage was part of overall redevelopment (e.g., Exhibit Hall, Winter Garden).
 2. Sloping or ramped floors of the structure should not be visible from the exterior of the structure and should be discouraged.
 3. Automobiles parked within the structure visible from any portion of the exterior of the structure should be avoided.
 4. Harsh or glaring lighting should be avoided. Bare bulbs and unenclosed lighting fixtures visible from the exterior of the structure should be discouraged. Automobile headlights shining onto any open space or adjoining building from within the garage should be avoided if feasible.
 5. Vehicular ingress and egress points should be located away from pedestrian circulation areas. Where this is unavoidable, the exit should be set back from the path or sidewalk so the exiting cars are visible to pedestrians before the cars cross the pedestrian area.
3. Landscaping.
- a. All public promenades and plazas should have an appropriate minimum average landscaping coverage. Ground covered by tree grates may count towards the minimum.

- b. All Pier Headlands and Turning Basin parks (except Head House Square) should also have an appropriate minimum average landscaping coverage.
- c. Vegetation, if possible and feasible, should be planted in the ground rather than in planters to provide adequate root space and maintain pedestrian pathway widths. If planters are used, they should be as large (horizontally) as possible, particularly for trees. (Bear in mind that under ideal conditions, the horizontal diameter of a tree's roots may equal or exceed its height). For trees long pits permitting multiple plantings and shared root space are preferable to smaller pits with single plantings. Above ground pots, which crowd roots and expose them to freezing winds, should be discouraged.
- d. To permit moisture and oxygen to reach roots, the ground surface around trees kept in a natural state should be considered. If paving is necessary, paving blocks set in sand, which permit moisture to seep into the ground, should be considered.
- e. Plants which tolerate the drying effects of strong wind, airborne salts and intermittent natural light are preferable. Trees should be chosen for year-round interest-spring flowers, summer foliage, bright fall colors and attractive shape, bark, berries or other features in winter. Trees selected should have long-season leaf presence.
- f. Trees native to the riverbank should be considered for planting in ground along the river. These include:
 - 1. Bald Cypress.
 - 2. Black Adder.
 - 3. Green Ash.
 - 4. Swamp White Oak.
 - 5. Male Cottonwood.

(Sub)Exhibit 2.
(To Plan of Development Statements)

Property Line Map.



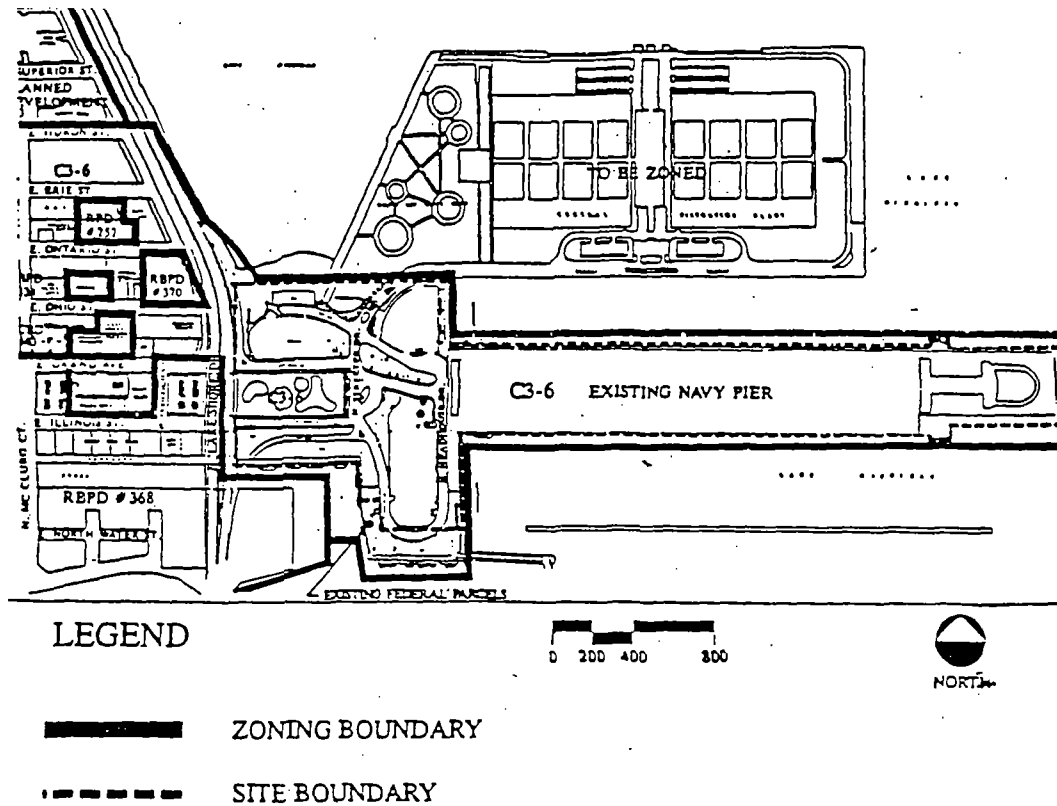
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..... SUB - AREA BOUNDARY

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ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

2

(Sub)Exhibit 3.
(To Plan of Development Statements)
Existing Zoning And Street System Map.



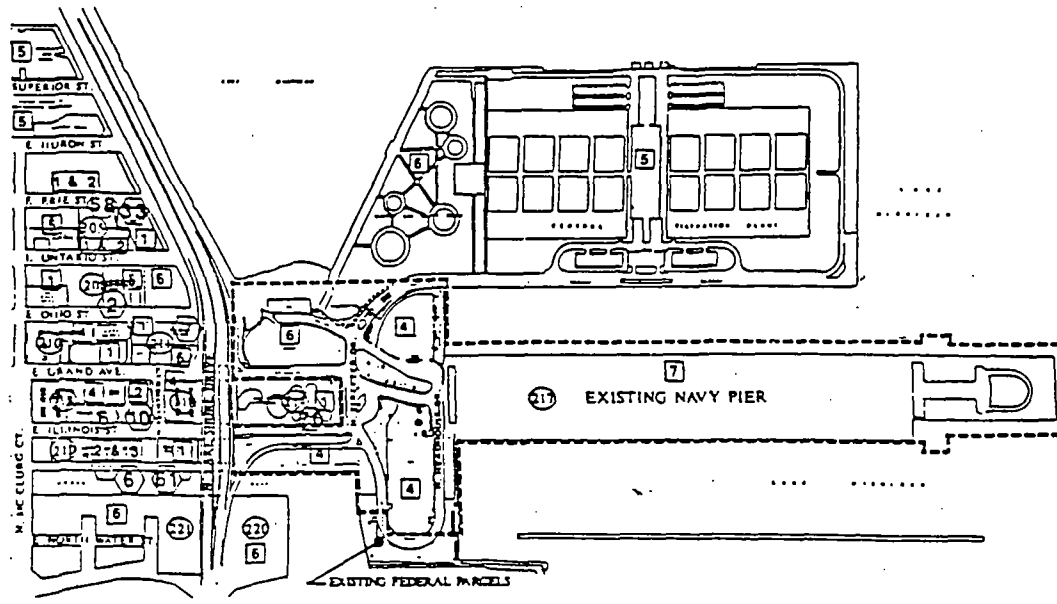
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SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

3

(Sub)Exhibit 4.
(To Plan of Development Statements)

(Existing Area Land-Use Map)



LEGEND

- 1 RESIDENTIAL
- 2 OFFICE
- 3 RETAIL
- 4 PARKING
- 5 INSTITUTIONS
- 6 OPEN SPACE
- 7 NAVY PIER

0 200 400 800



--- SITE BOUNDARY

217 BLOCK NUMBER

OF STORIES
FOR EXISTING
STRUCTURE

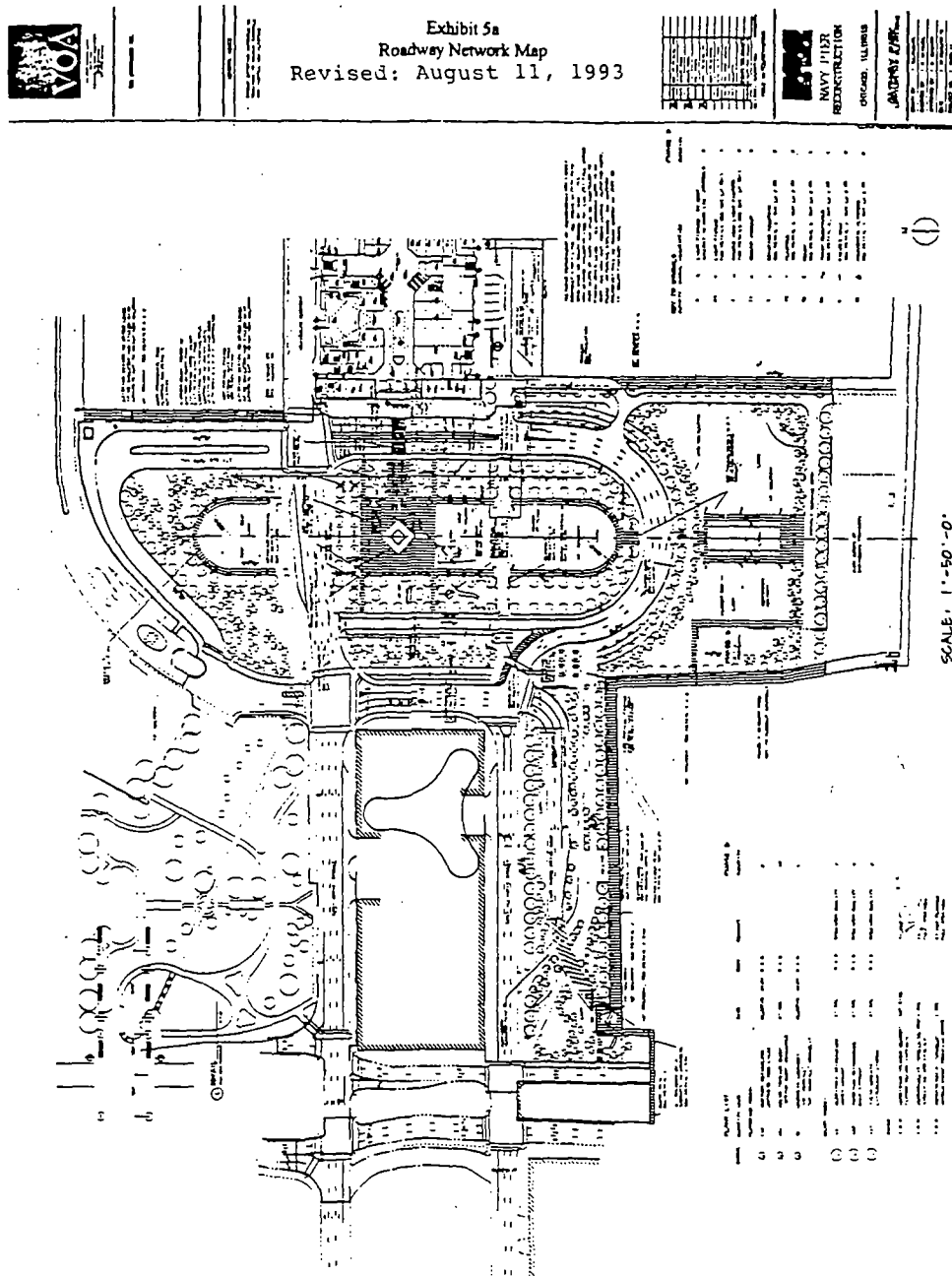
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EXHIBIT

4

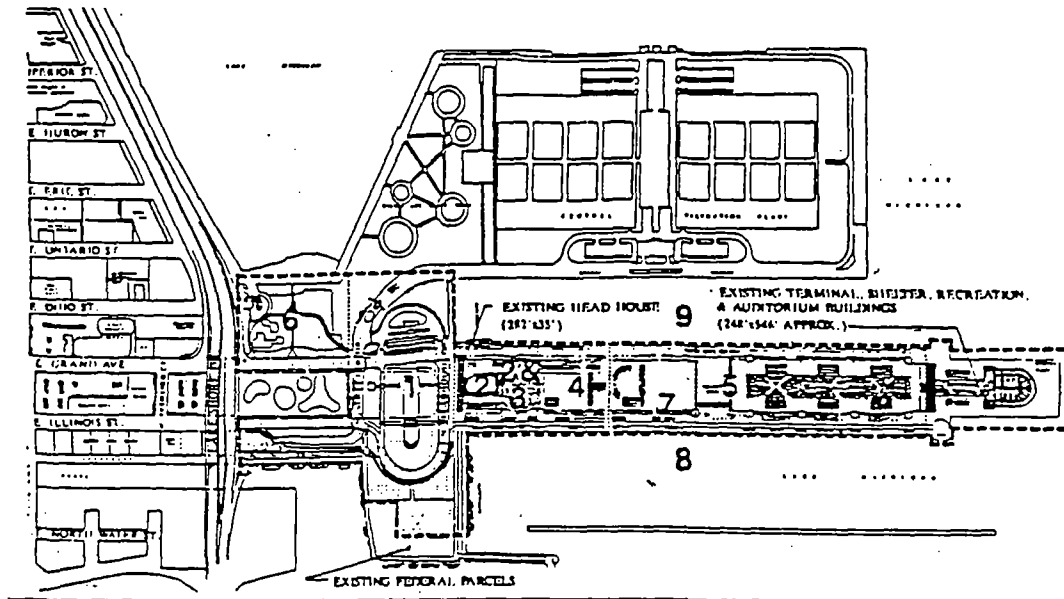
(Sub)Exhibit 5a.
(To Plan of Development Statements)

Roadway Network Map.



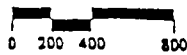
(Sub)Exhibit 6.
(To Plan of Development Statements)

Generalized Land-Use Plan.



LEGEND

1. PARKLAND & GARDENS (HEADLANDS)
2. PUBLIC, CULTURAL & COMMERCIAL USES (FAMILY PAVILION)
3. ENCLOSED PUBLIC SPACE (CRYSTAL GARDEN)
4. OPEN SPACE FOR CULTURAL, RECREATIONAL, AND ENTERTAINMENT USES (ENCLOSED PARKING AT GROUND LEVEL, ON-PIER PARK)
5. MULTI-PURPOSE EXPOSITION, MEETING & RECEPTION FUNCTIONS (ENCLOSED PARKING AT GROUND LEVEL, FESTIVAL HALL)
6. PARKLAND (NAVY PIER PARK)
7. FUTURE DEVELOPMENT ZONE
8. SOUTH PROMENADE
9. NORTH PROMENADE



- SITE BOUNDARY
- EXISTING STRUCTURES TO REMAIN
- SUB-AREA BOUNDARY

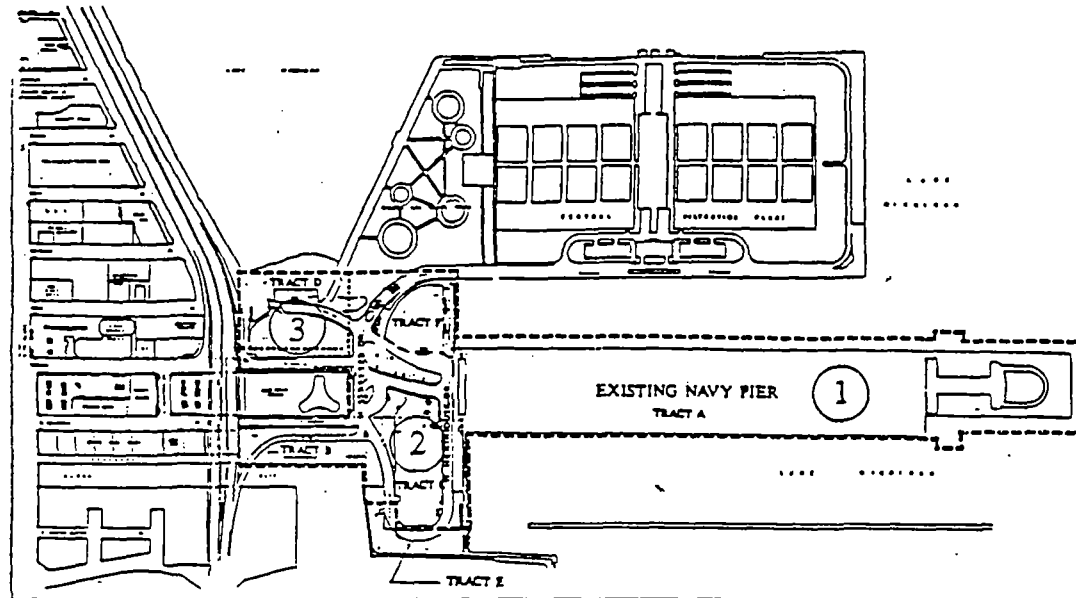
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 REVISED DATE: JUNE 23, 1992

EXHIBIT

6

(Sub)Exhibit 7.
(To Plan of Development Statements)

Sub-Area Map.



LEGEND

----- SITE BOUNDARY
 SUB AREA BORDER

SUB AREA ① NAVY PIER (TRACT A)
 SUB AREA ② HEADLANDS (INCLUDING AREA ADJACENT TO OGDEN SLIP, TRACTS B, C, AND F)
 SUB AREA ③ NAVY PIER PARK (TRACT D)

TRACT "E" - EXISTING FEDERAL PARCELS, NOT PART OF PLANNED DEVELOPMENT

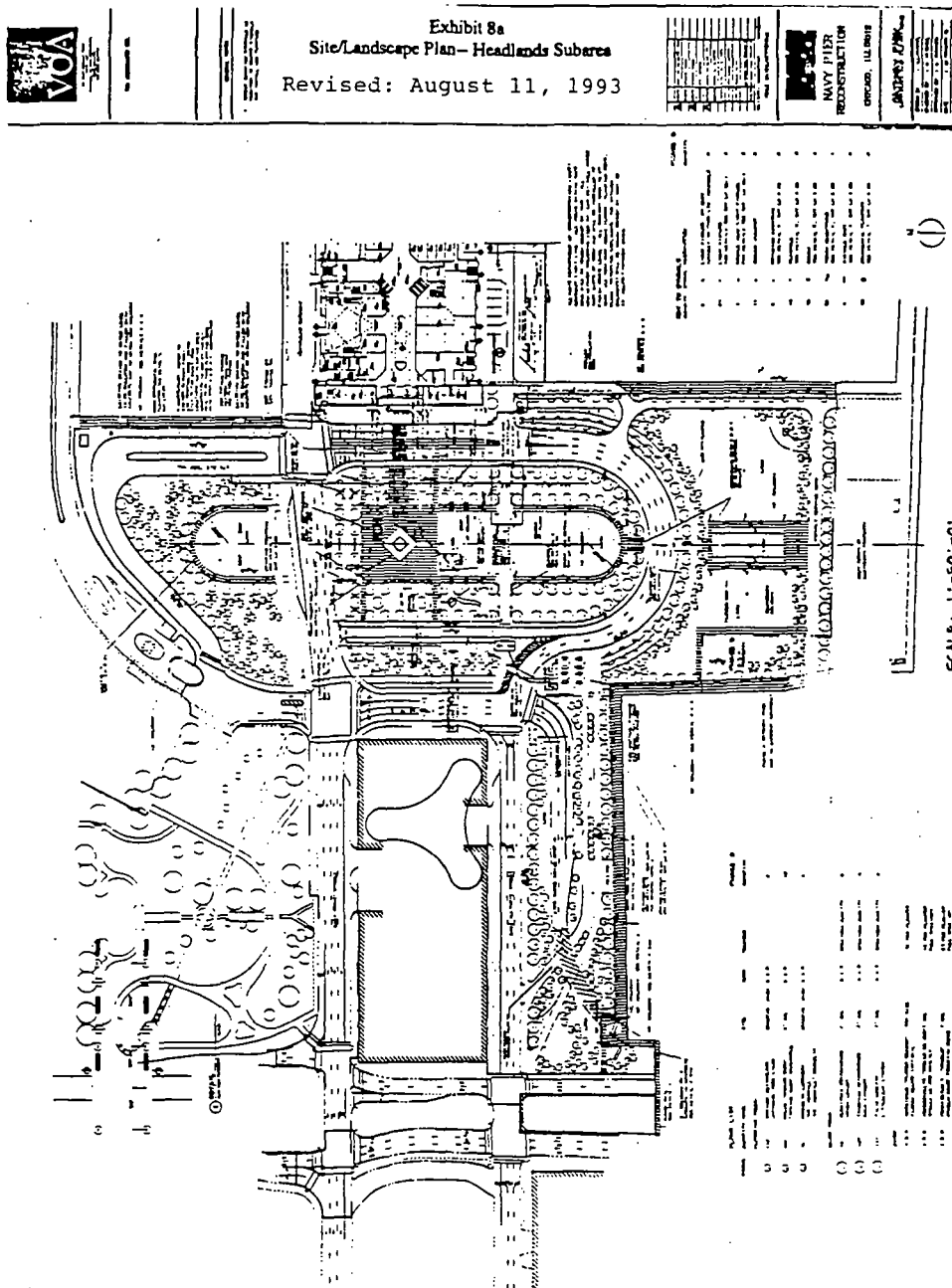
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EXHIBIT

7

(Sub) Exhibit 8a.
(To Plan of Development Statements)

Site/Landscape Plan -- Headlands Sub-Area.



(Sub)Exhibit 9a.
(To Plan of Development Statements)

Site/Landscape Plan -- Crystal Garden.

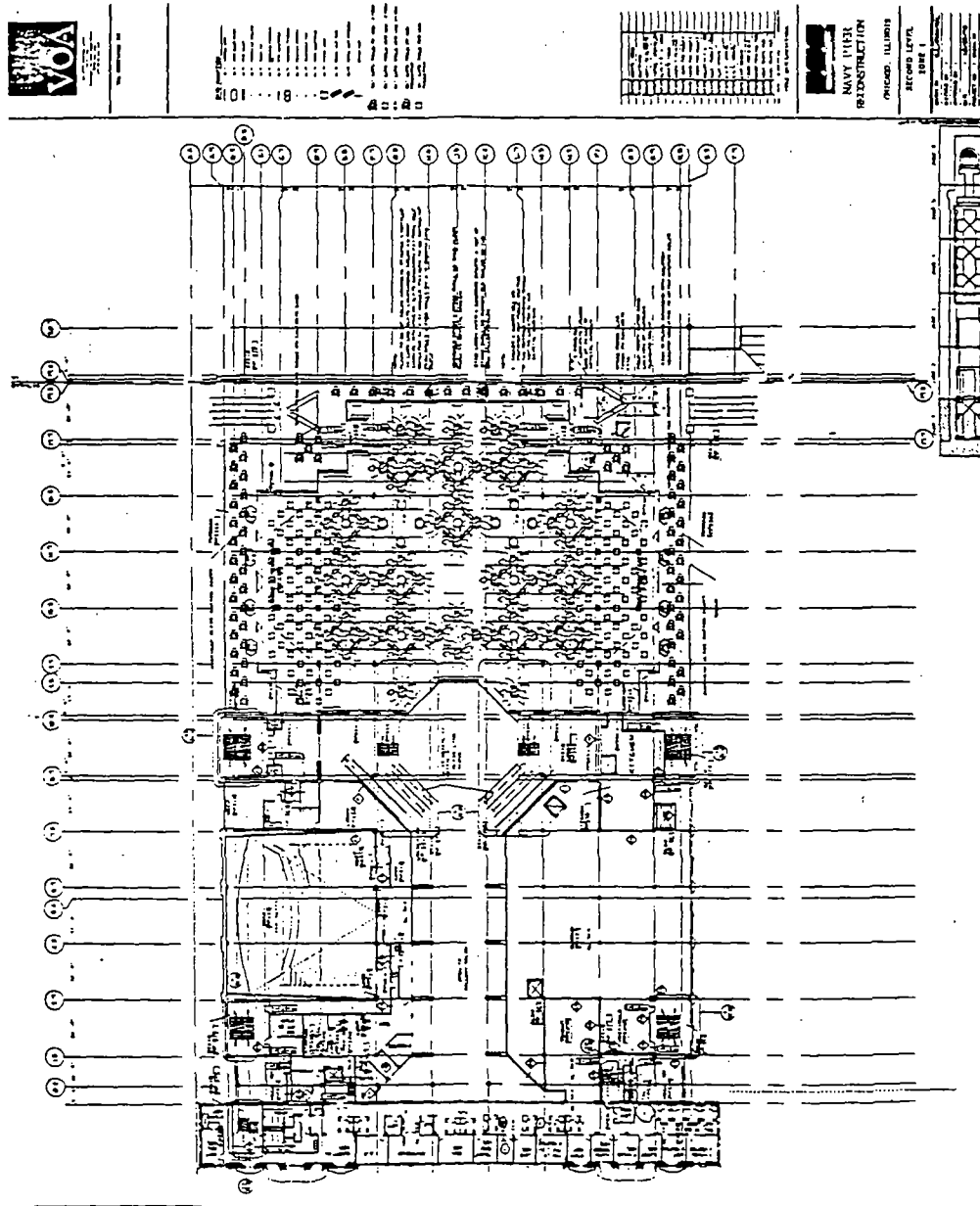
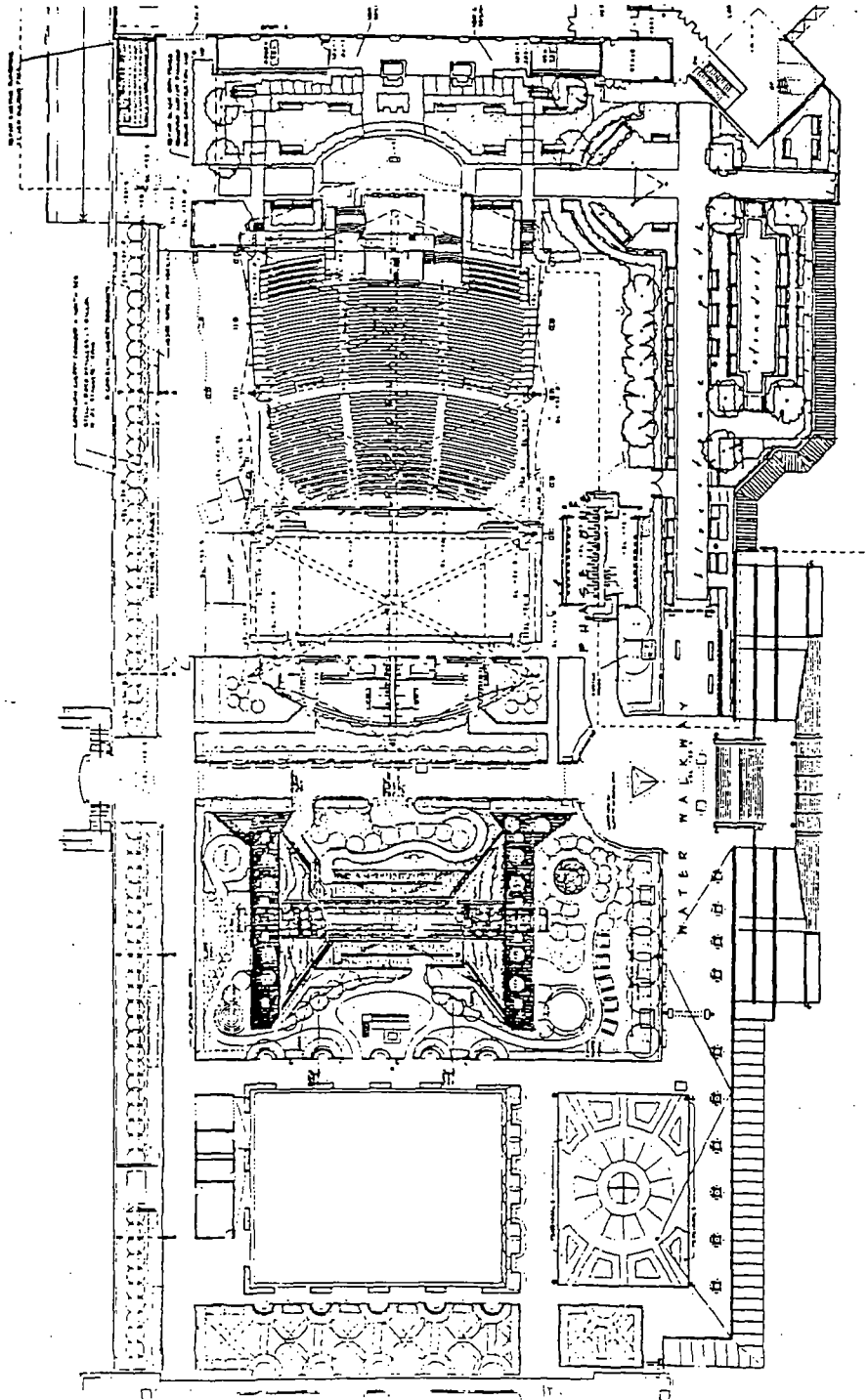


Exhibit 9a
Site/Landscape Plan -- Crystal Garden
Revised: August 11, 1993

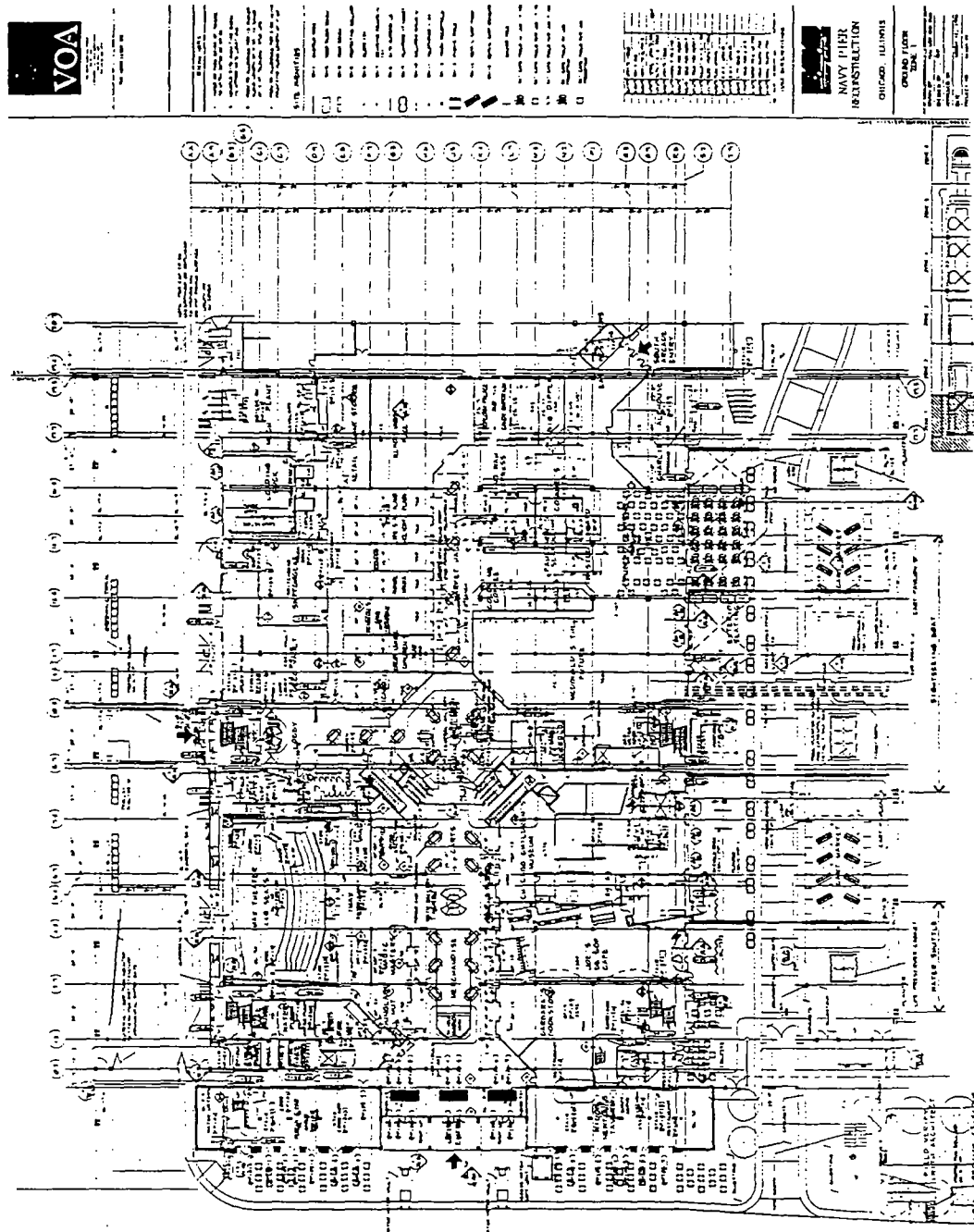
(Sub)Exhibit 10a.
(To Plan of Development Statements)

Site/Landscape Plan -- On - Pier Park.



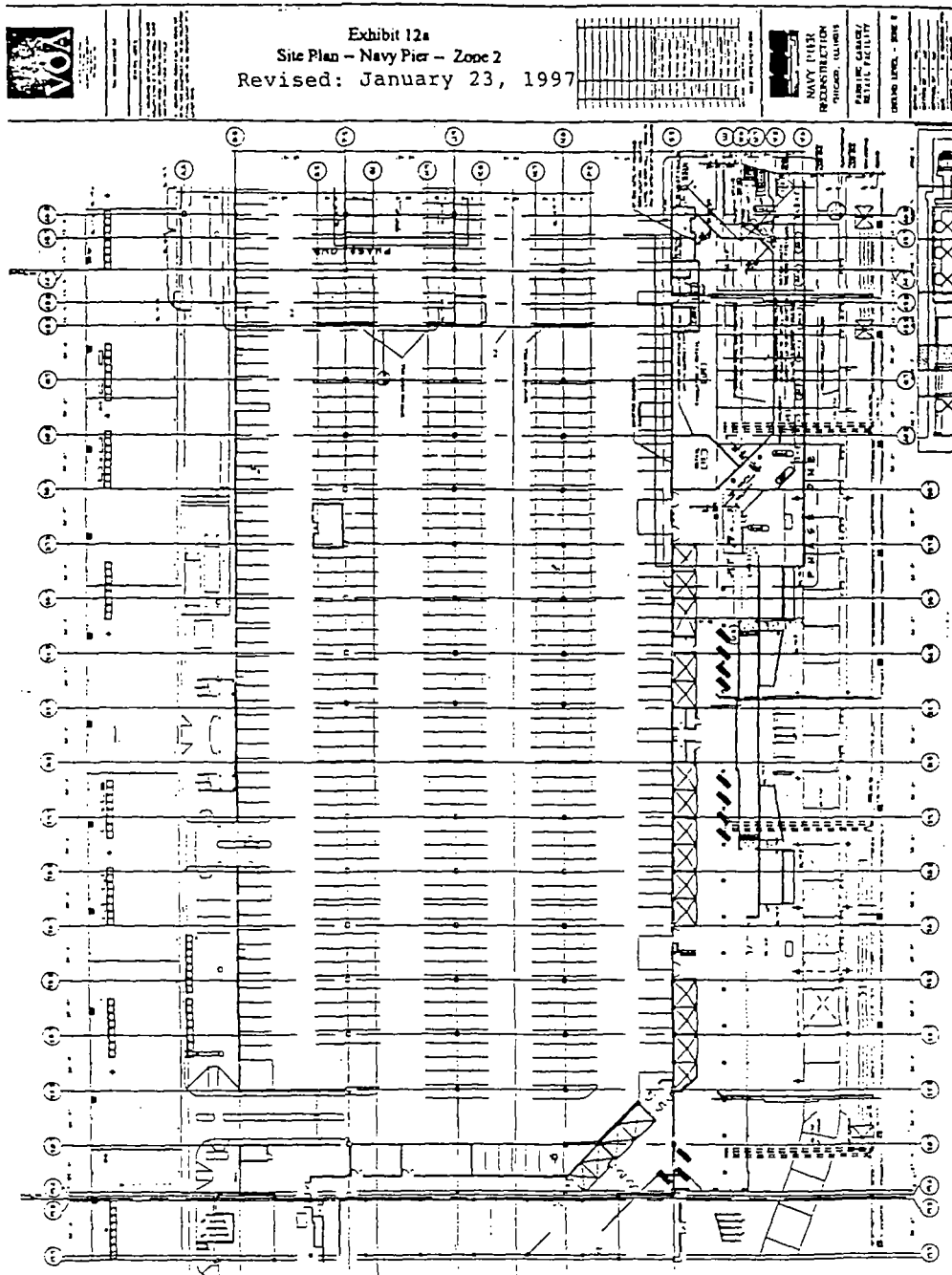
(Sub)Exhibit 11a.
(To Plan of Development Statements)

Site Plan -- Navy Pier -- Zone 1.



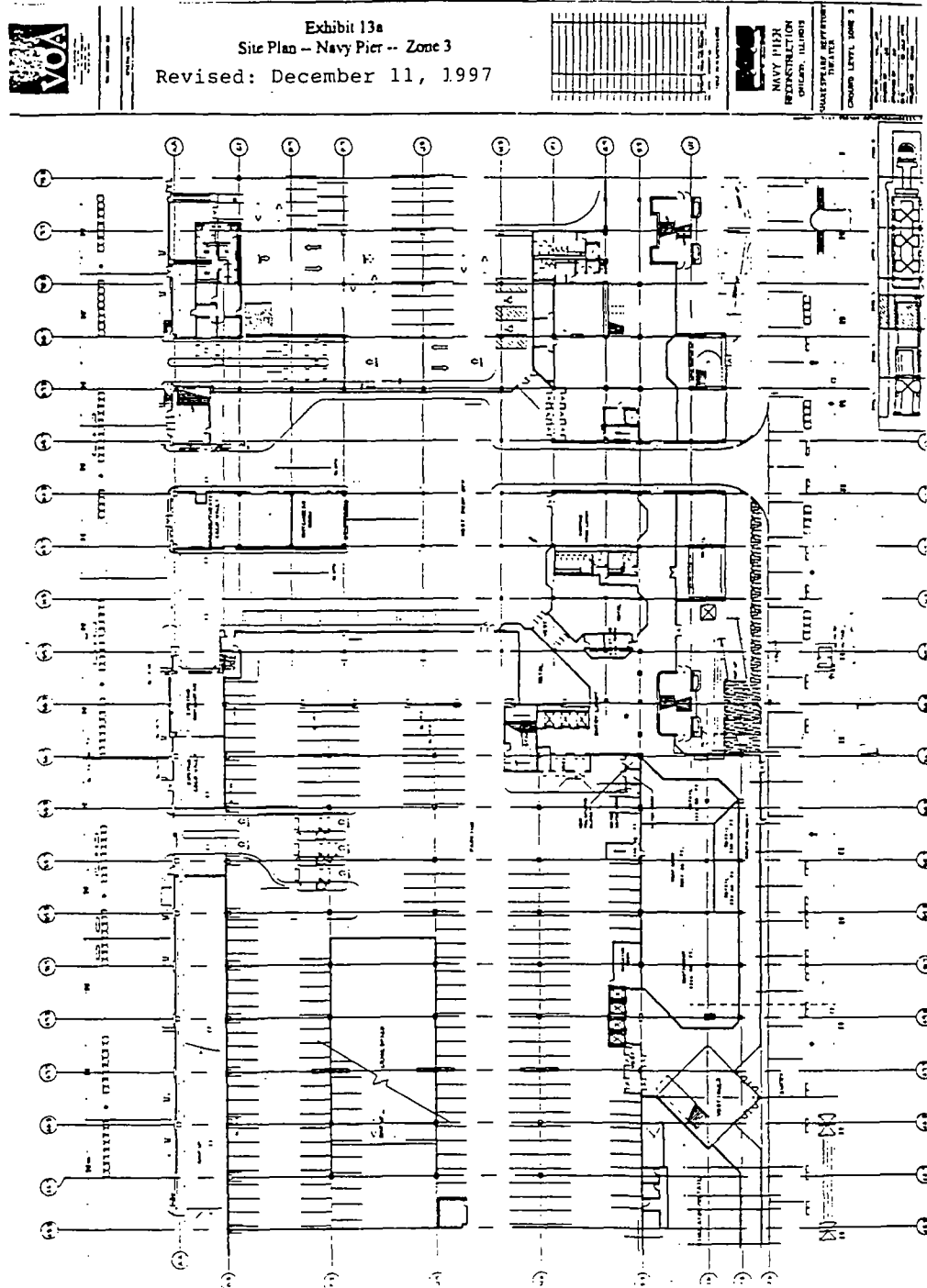
(Sub)Exhibit 12a.
(To Plan of Development Statements)

Site Plan -- Navy Pier -- Zone 2.



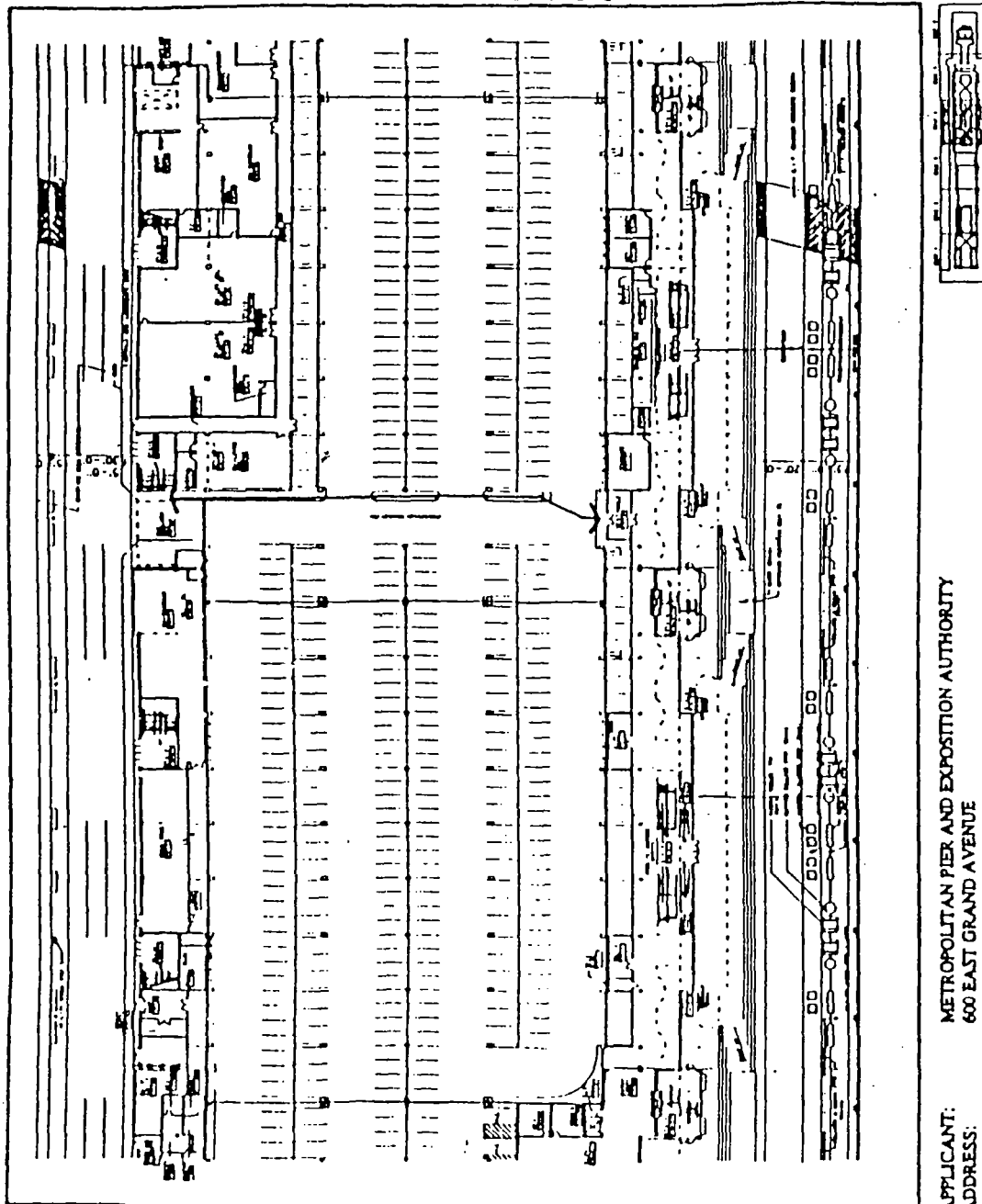
(Sub)Exhibit 13a.
(To Plan of Development Statements)

Site Plan -- Navy Pier -- Zone 3.



(Sub)Exhibit 14.
(To Plan of Development Statements)

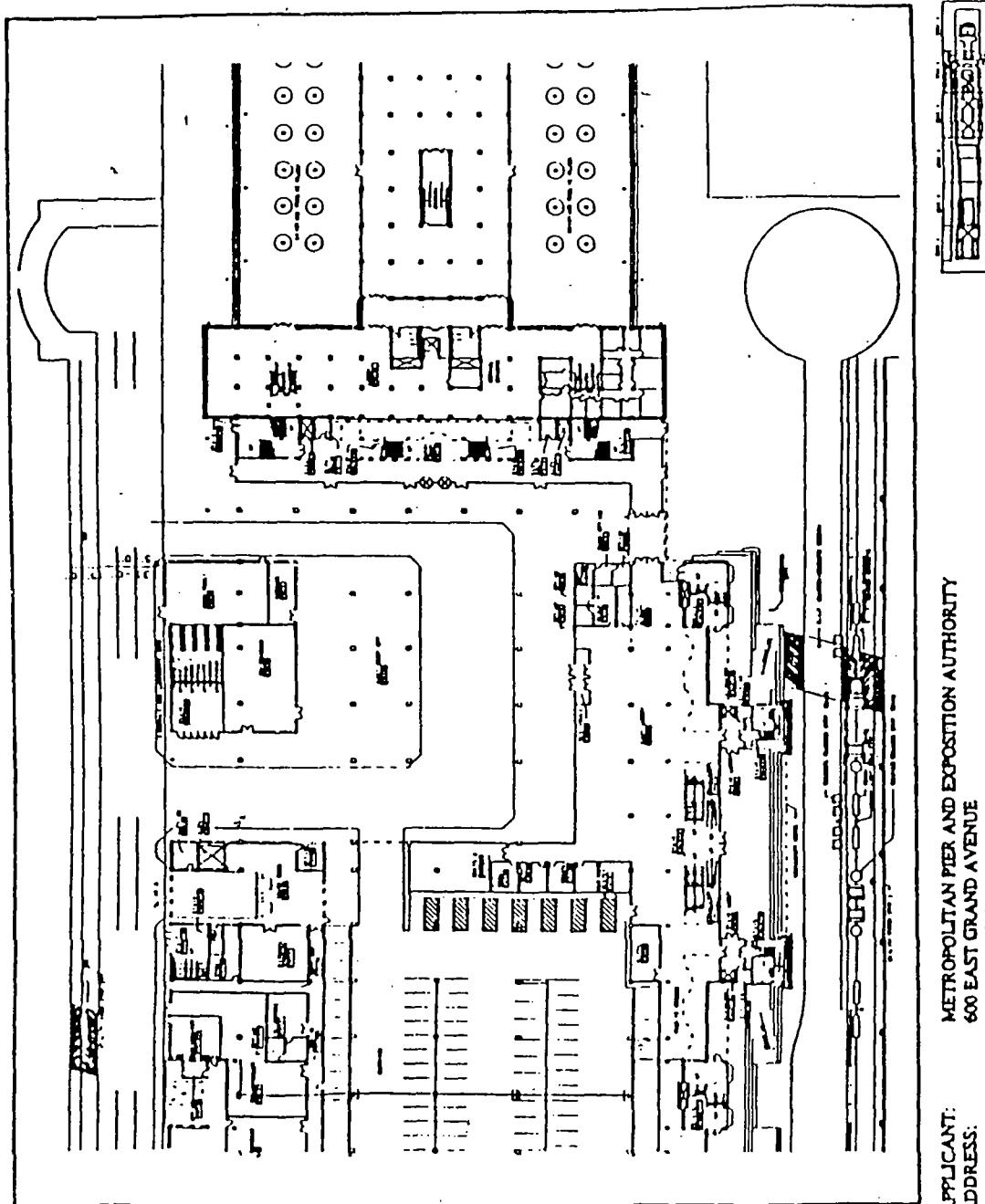
Site Plan -- Navy Pier -- Zone 4.



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(Sub)Exhibit 15.
(To Plan of Development Statements)

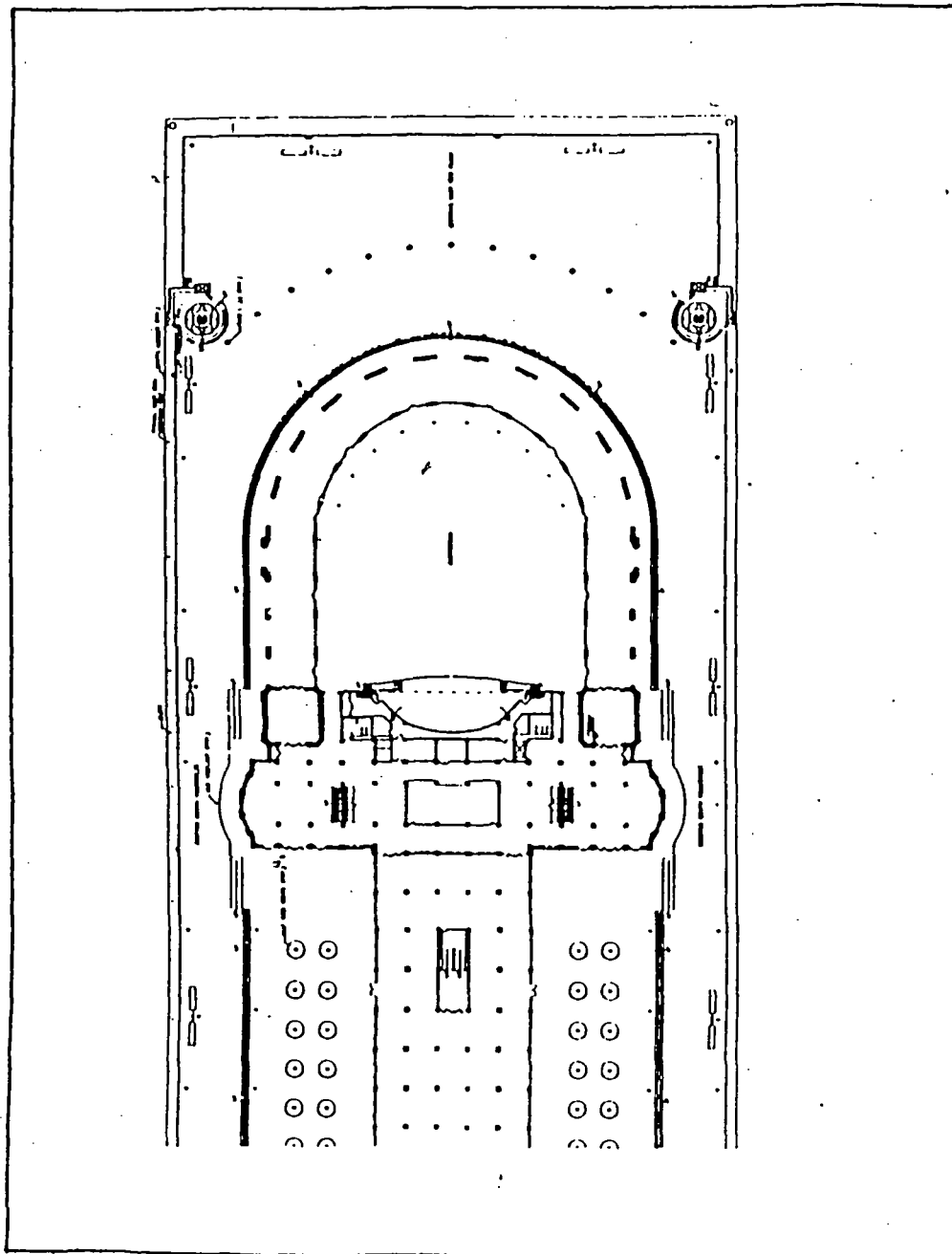
Site Plan -- Navy Pier -- Zone 5.



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(Sub)Exhibit 16.
(To Plan of Development Statements)

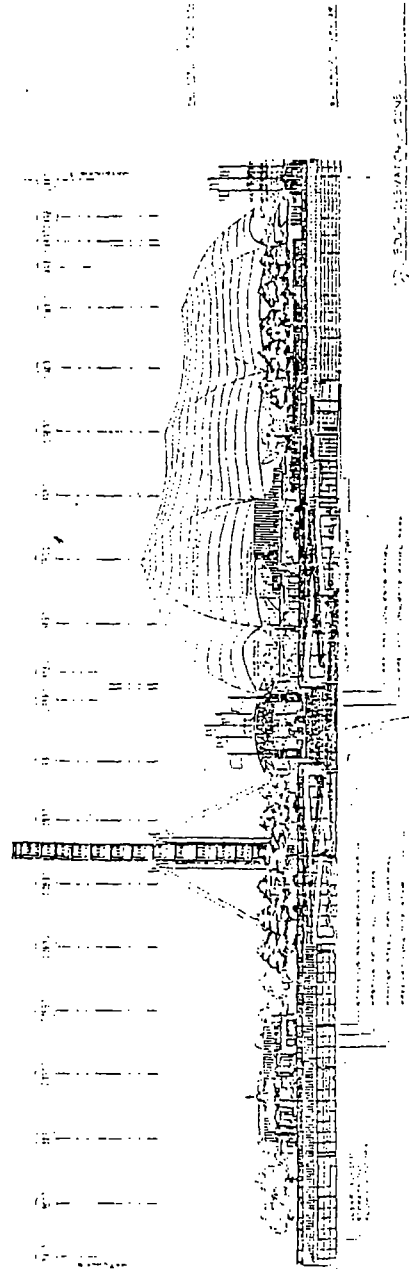
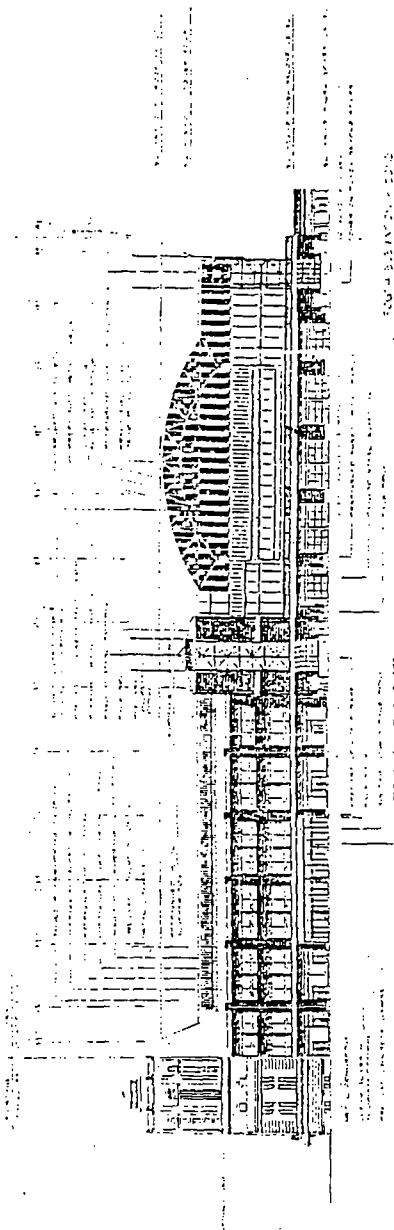
Site Plan -- Navy Pier -- Zone 6.



APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

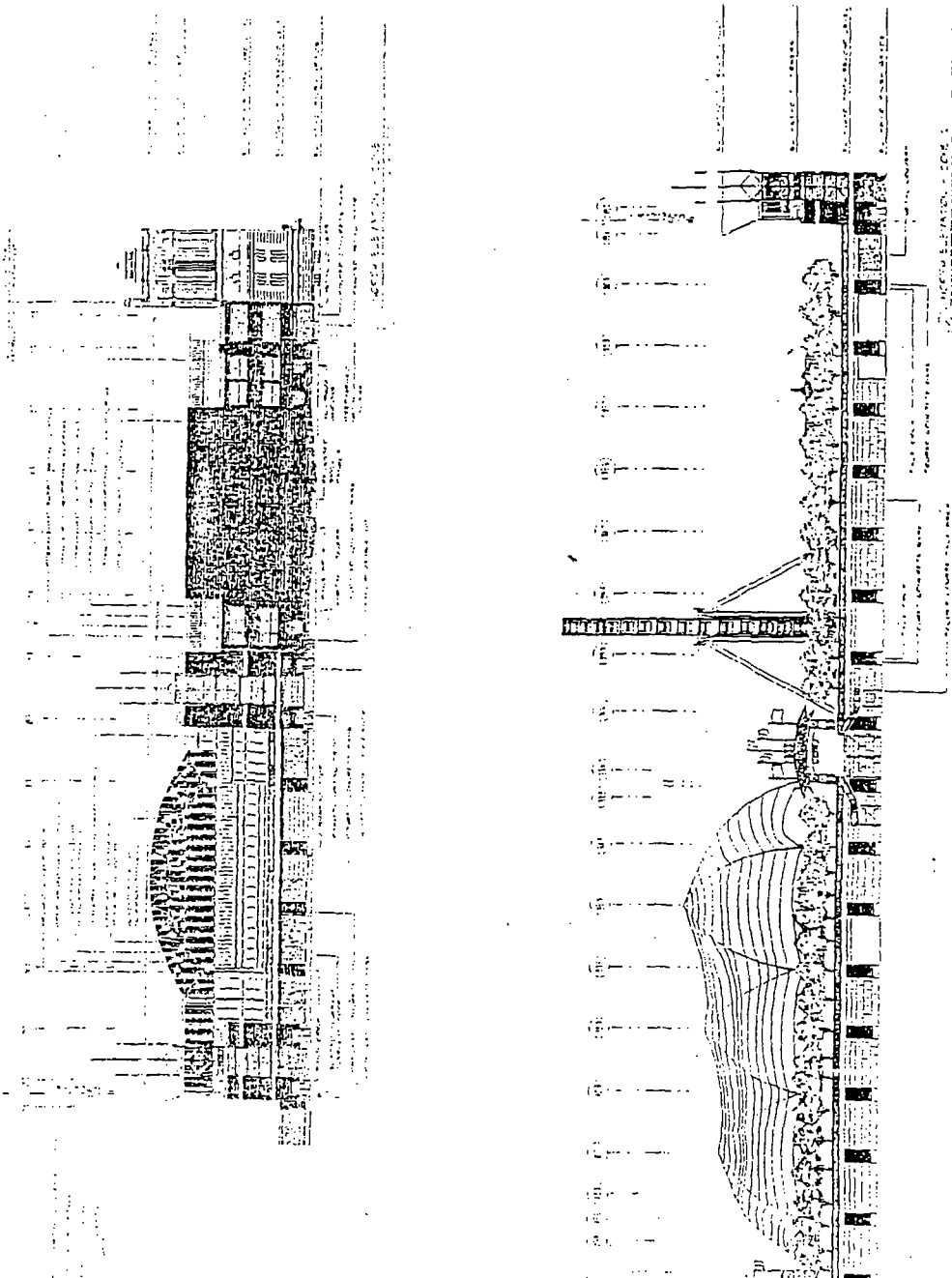
(Sub)Exhibit 17a.
(Plan of Development Statements)

South Elevation -- Navy Pier -- Zones 1 And 2.

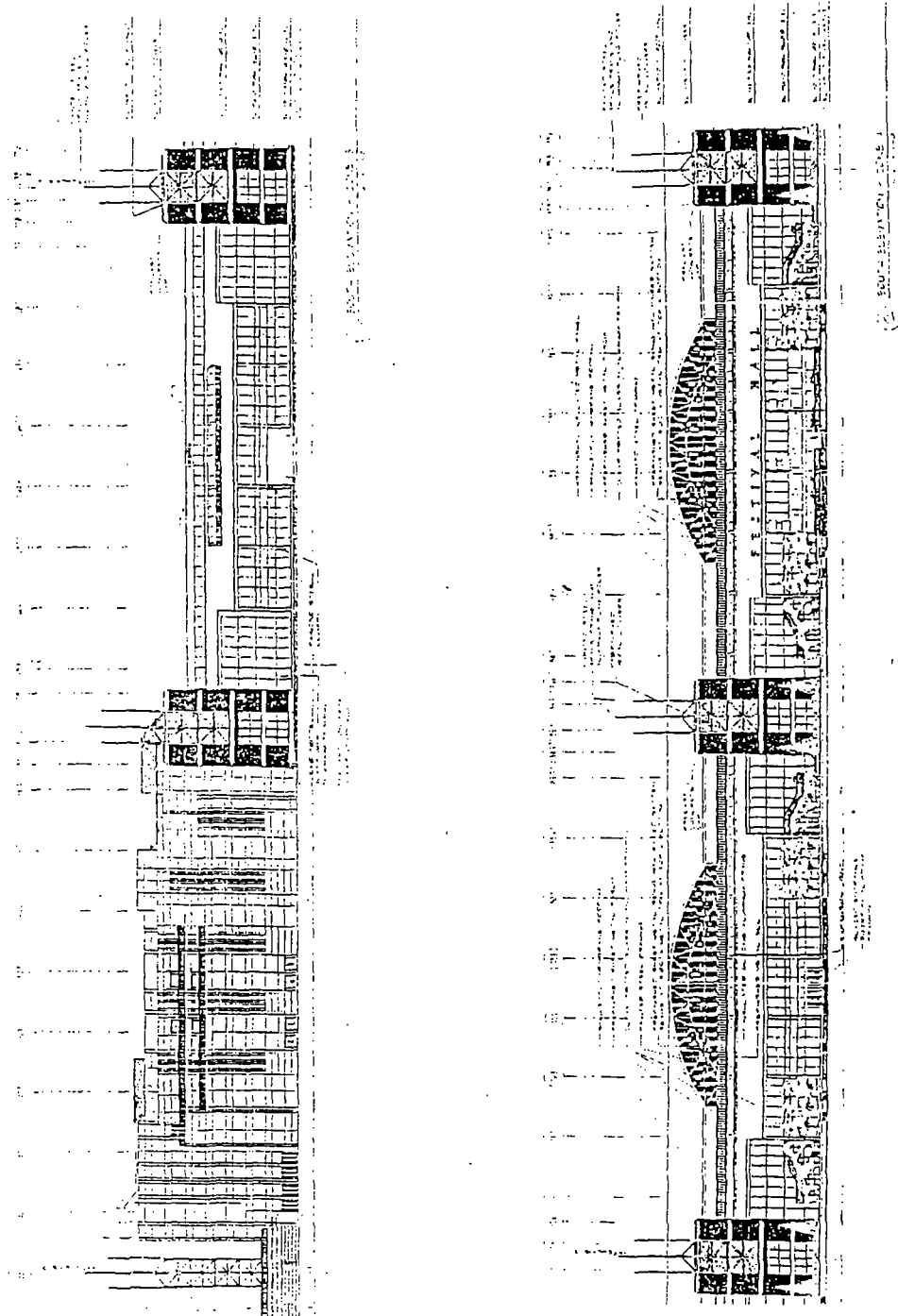


(Sub)Exhibit 18a.
(To Plan of Development Statements)

North Elevation -- Navy Pier -- Zones 1 And 2.

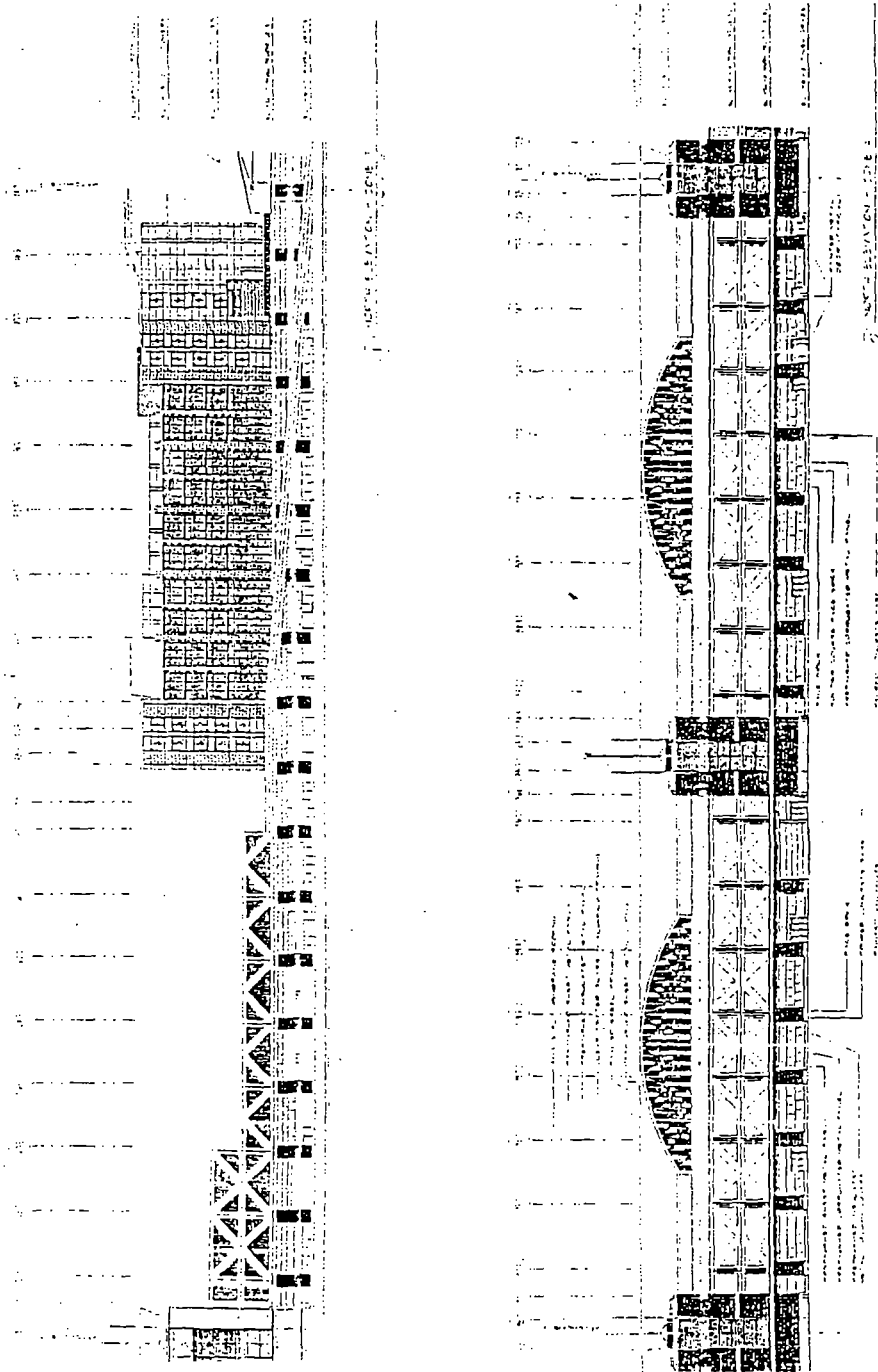


South Elevation -- Navy Pier -- Zones 3 And 4.



(Sub)Exhibit 20a.
(To Plan of Development Statements)

North Elevation -- Navy Pier -- Zones 3 And 4.



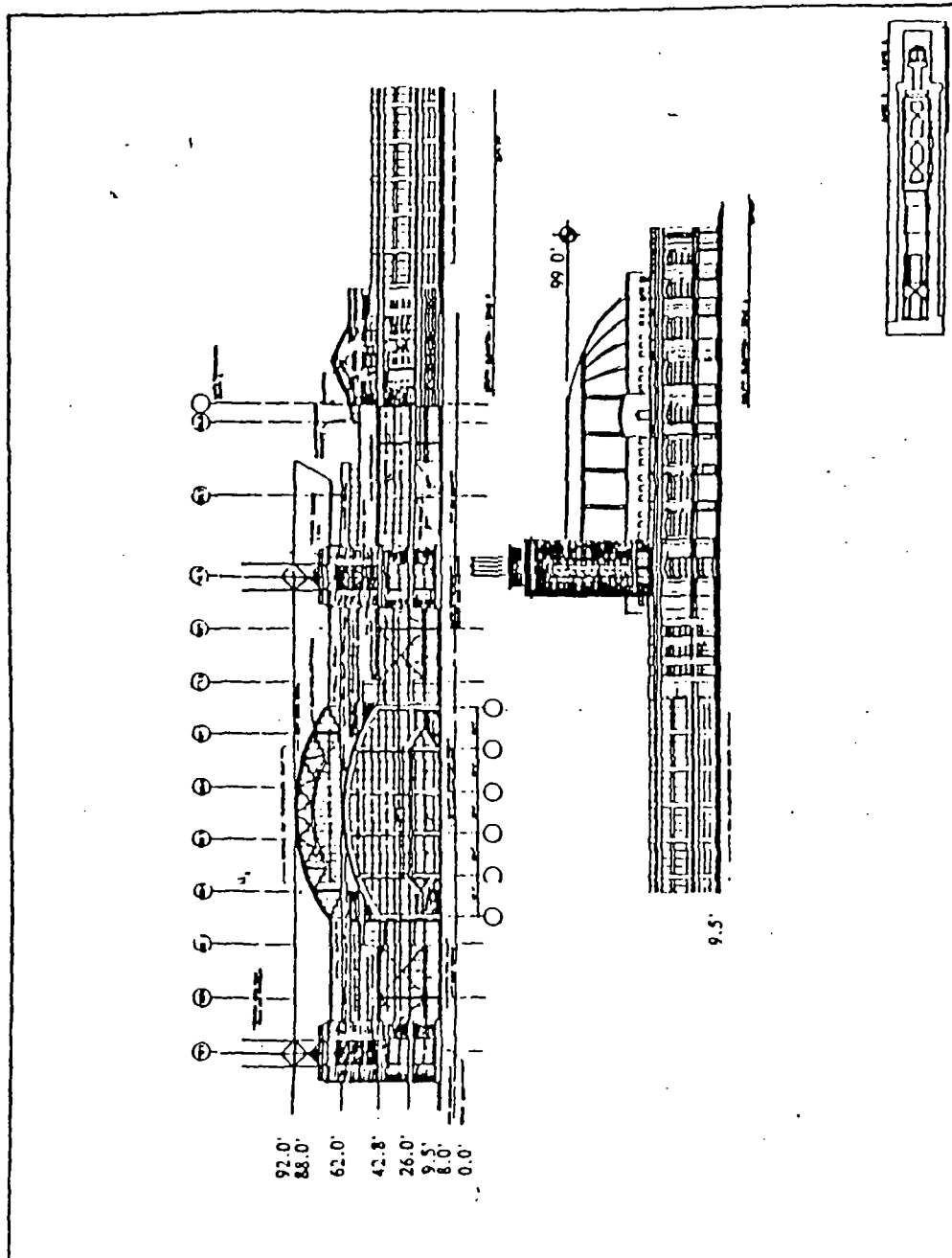
1/14/98

REPORTS OF COMMITTEES

60235

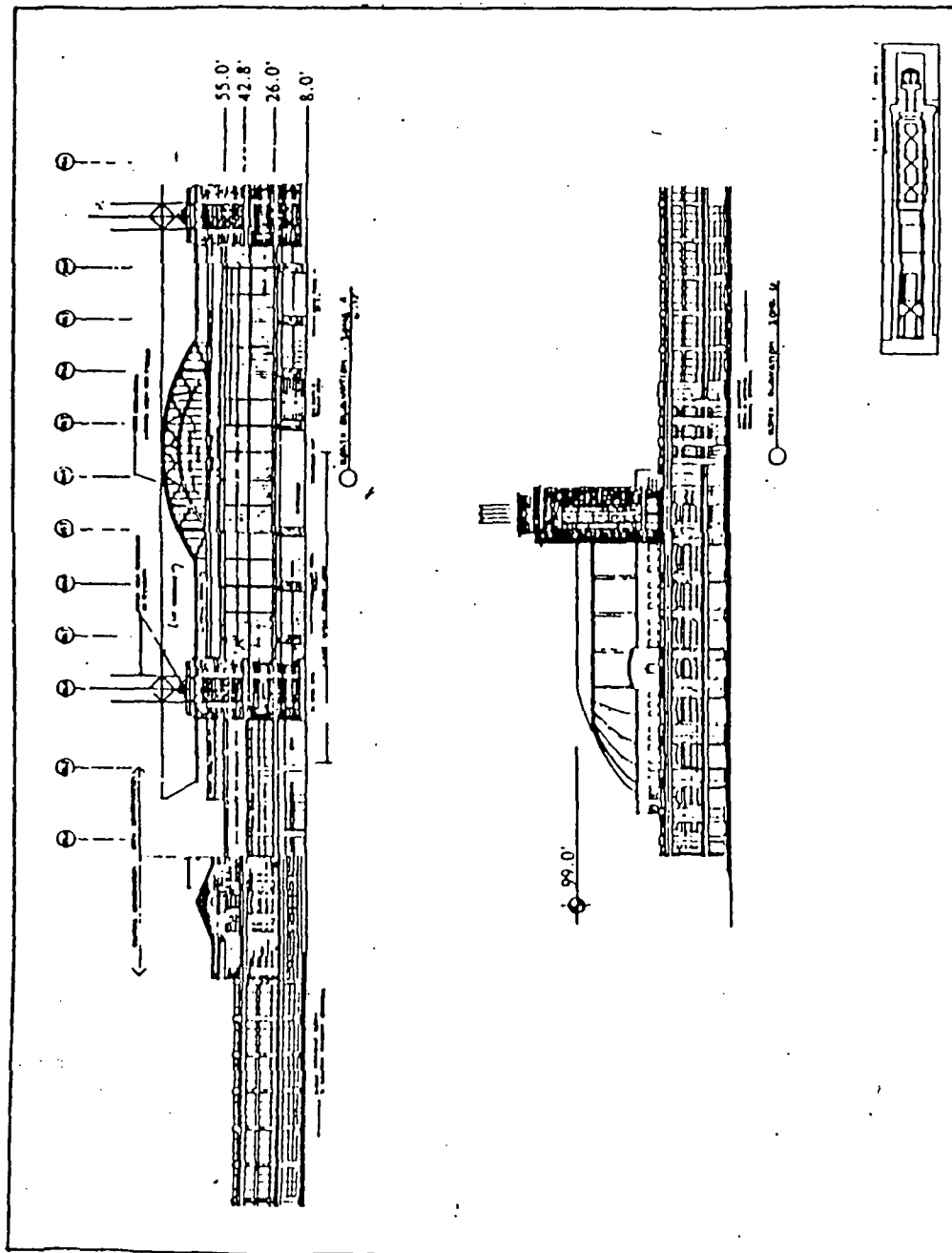
(Sub)Exhibit 21.
(To Plan of Development Statements)

South Elevation -- Navy Pier -- Zones 5 And 6.



(Sub)Exhibit 22.
(To Plan of Development Statements)

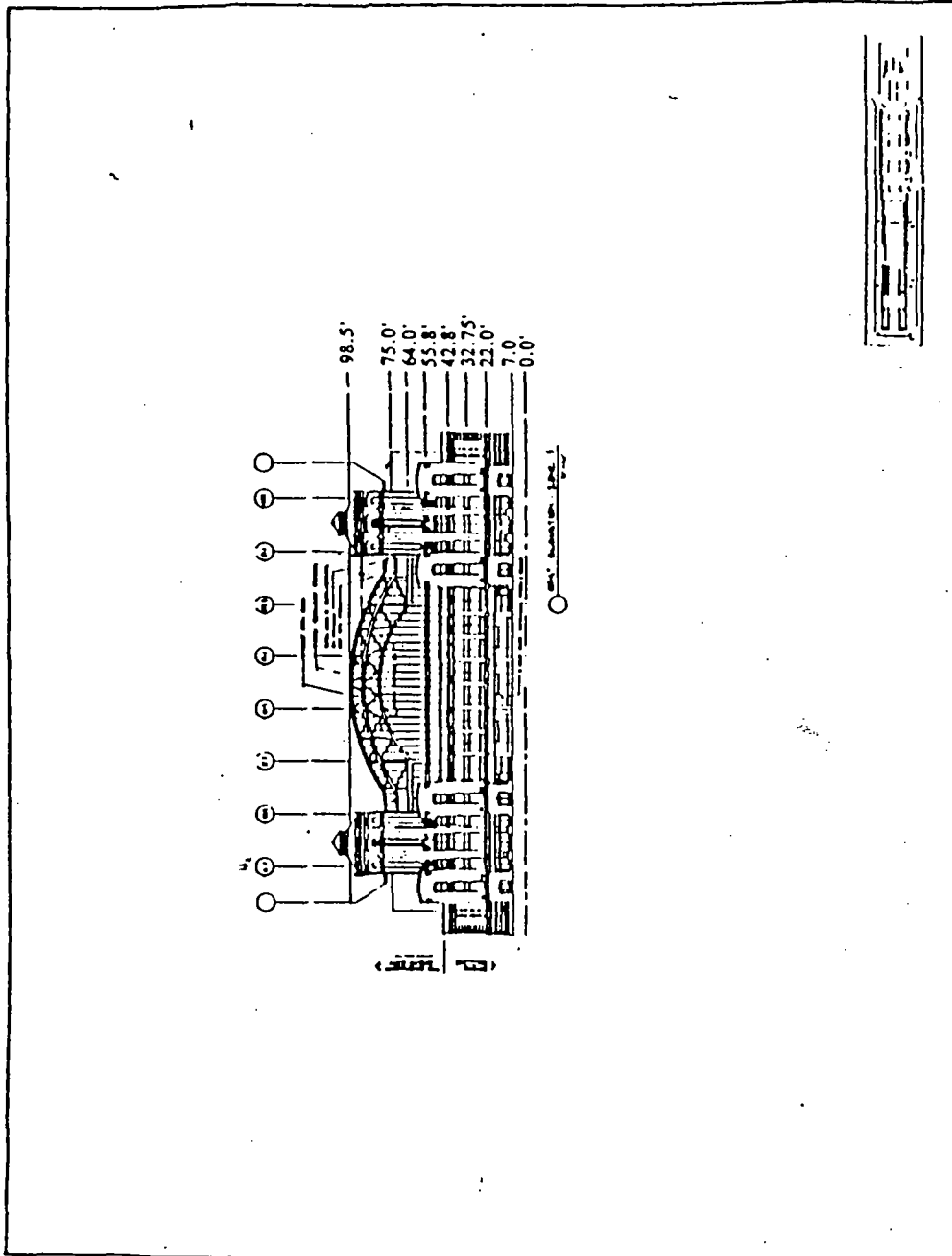
North Elevation -- Navy Pier -- Zones 5 And 6.



APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

(Sub)Exhibit 23.
(To Plan of Development Statements)

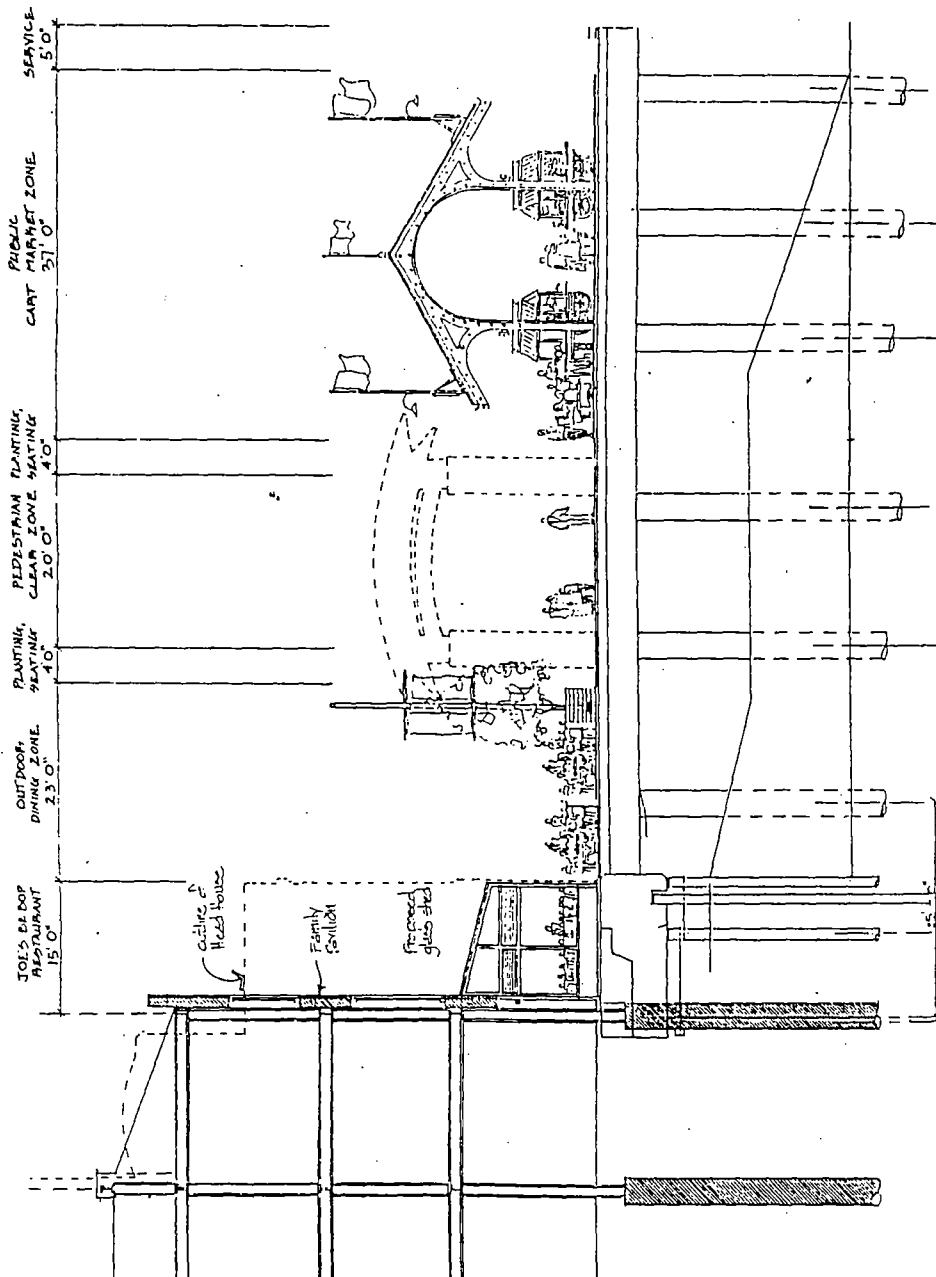
Elevation -- Head House.



APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

(Sub)Exhibit 24a.
(To Plan of Development Statements)

Section -- South Dock At Family Pavilion.



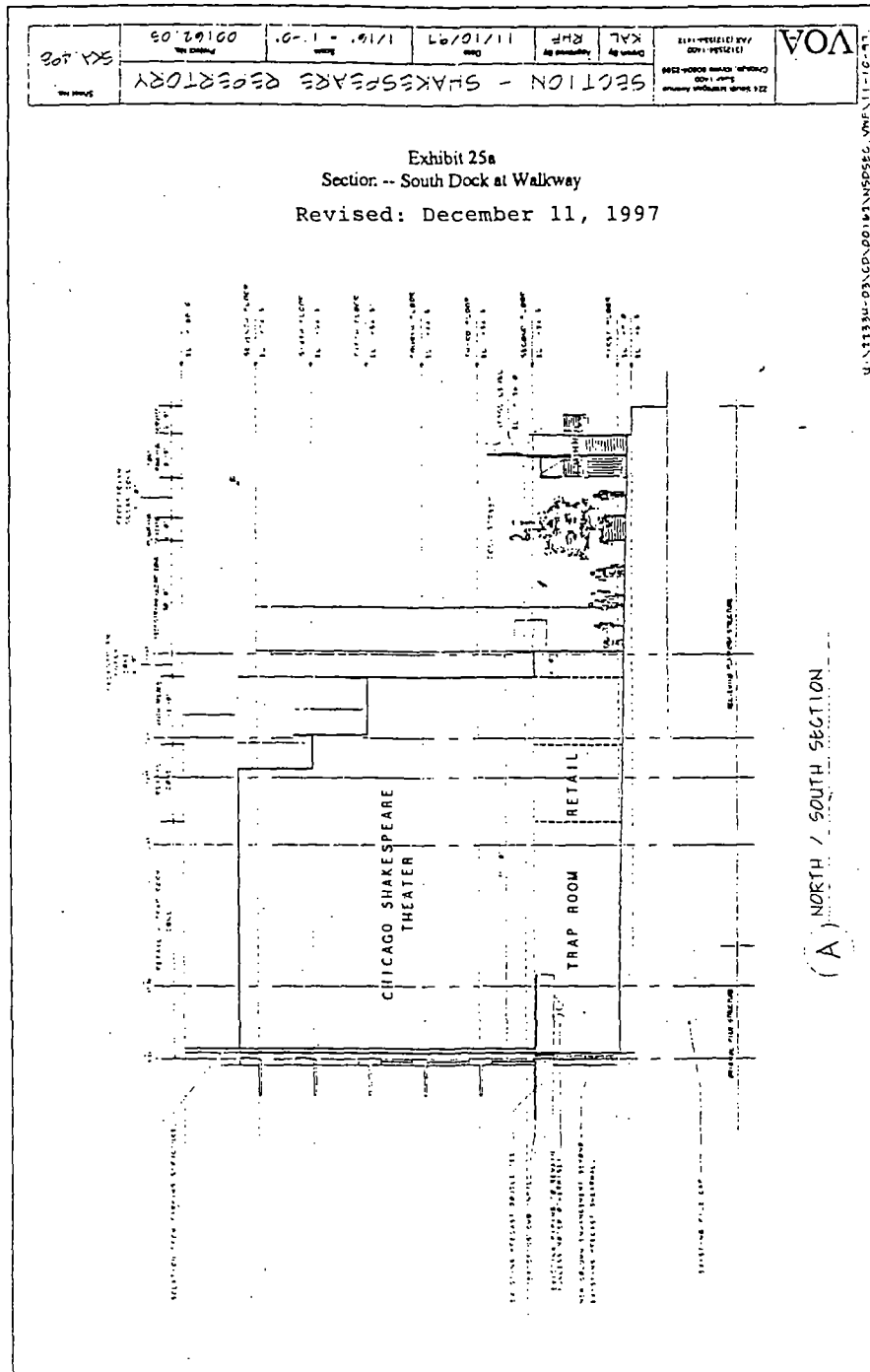
1/14/98

REPORTS OF COMMITTEES

60239

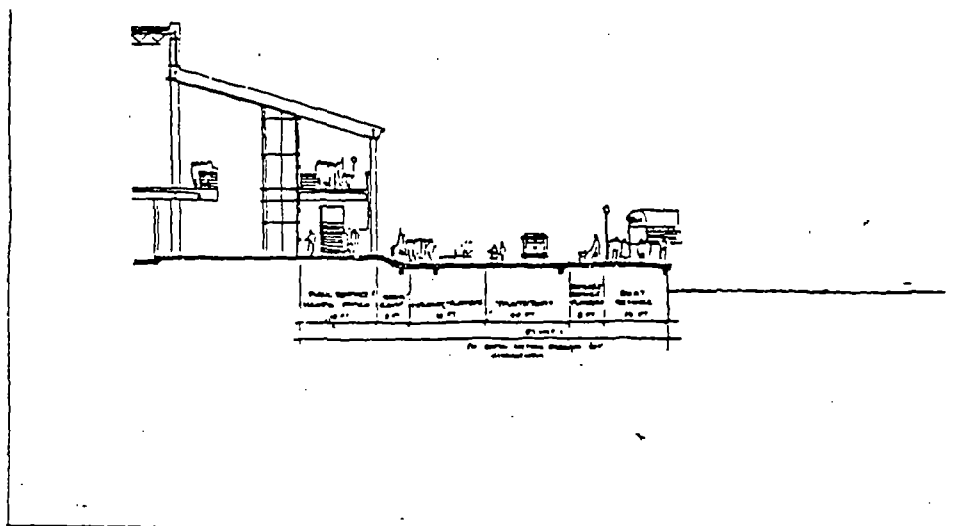
(Sub)Exhibit 25a.
(To Plan of Development Statements)

Section -- South Dock At Walkway.



(Sub)Exhibit 26.
(To Plan of Development Statements)

Section -- South Dock at Festival Hall.



LEGEND

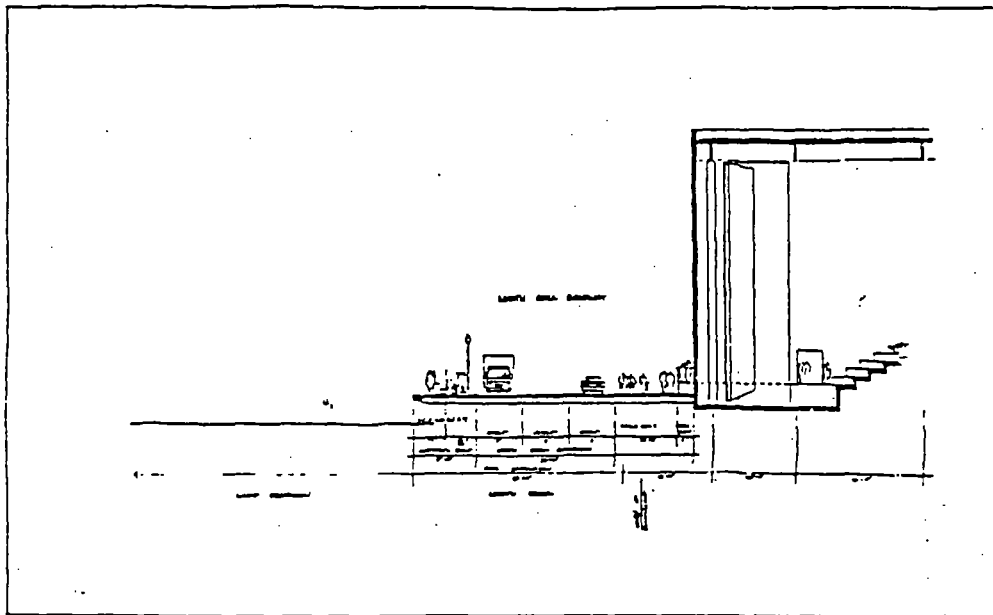
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ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

26

(Sub)Exhibit 27.
(To Plan of Development Statements)

Section -- North Dock at Family Pavilion.



LEGEND

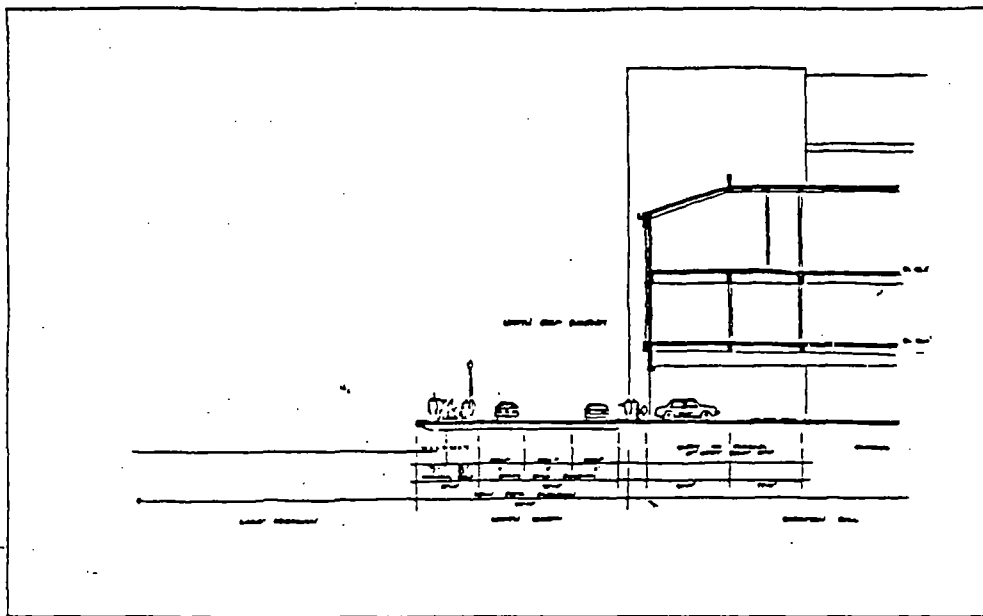
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ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

27

(Sub)Exhibit 28.
(To Plan of Development Statements)

Section -- North Dock at Festival Hall.



LEGEND

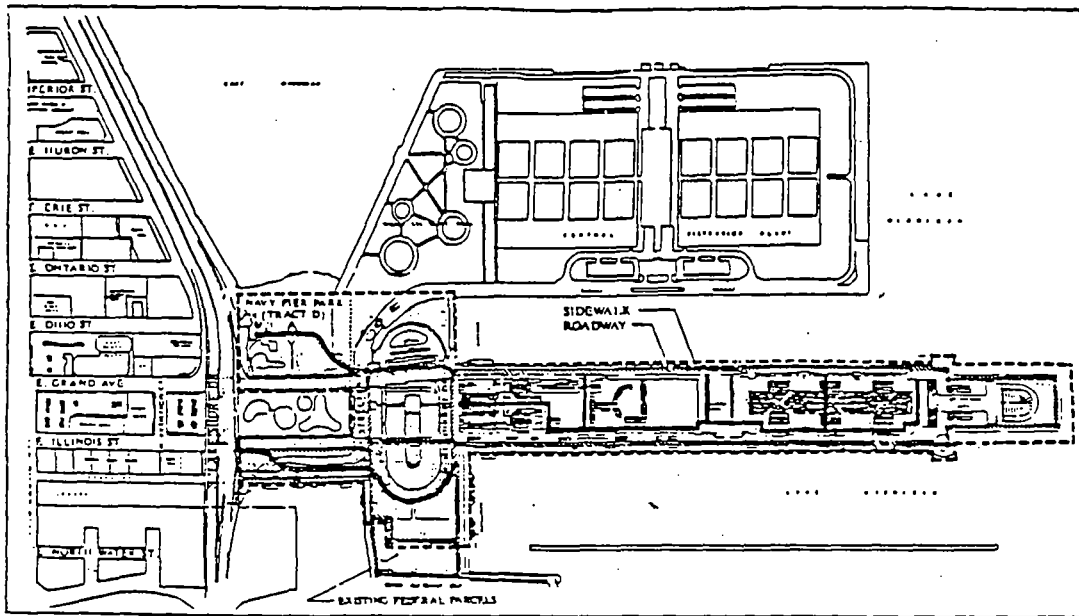
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ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

28

(Sub)Exhibit 28.
(To Plan of Development Statements)

Pedestrian Circulation Plan.



LEGEND

- SITE BOUNDARY
- INTERIOR PEDESTRIAN CIRCULATION
- ////// EXTERIOR PEDESTRIAN CIRCULATION

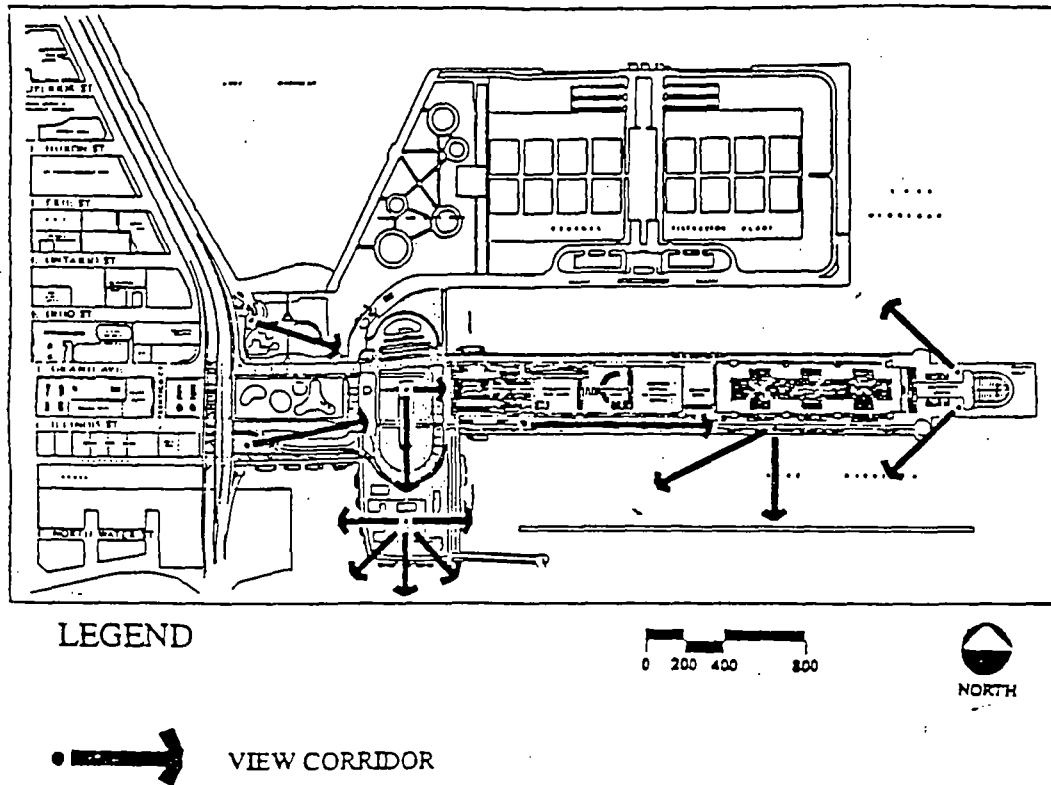
APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
 ADDRESS: 600 EAST GRAND AVENUE
 CHICAGO, ILLINOIS 60611
 SUBMISSION DATE: MARCH 25, 1992
 REVISED DATE: JUNE 23, 1992

EXHIBIT

29

(Sub)Exhibit 30.
(To Plan of Development Statements)

View Corridors.



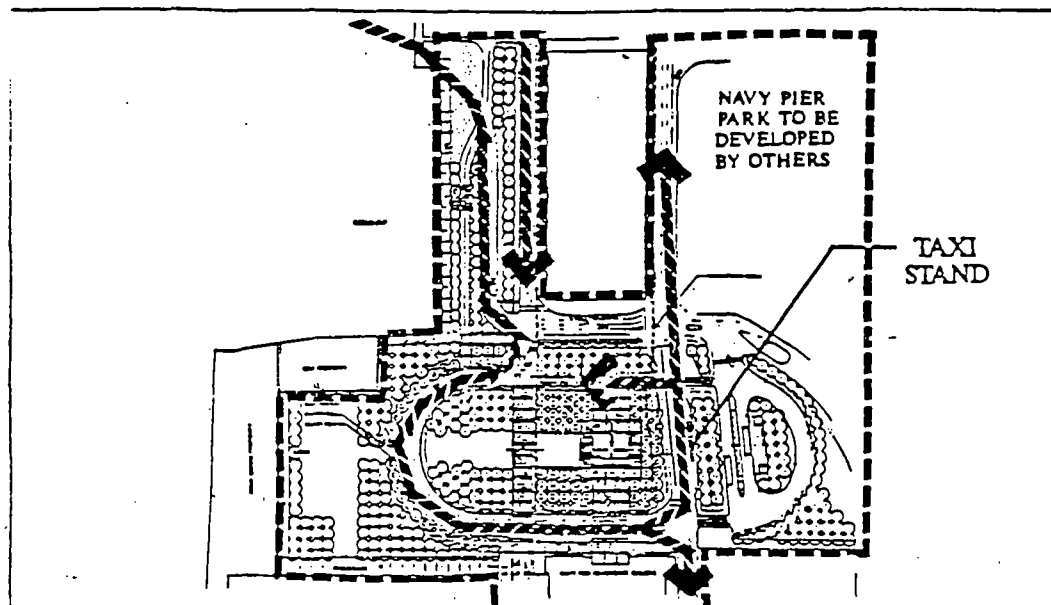
APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

30

(Sub)Exhibit 31.
(To Plan of Development Statements)

Auto/Taxi Circulation Plan.



LEGEND

- SITE BOUNDARY
- ////> AUTO / TAXI CIRCULATION



NORTH

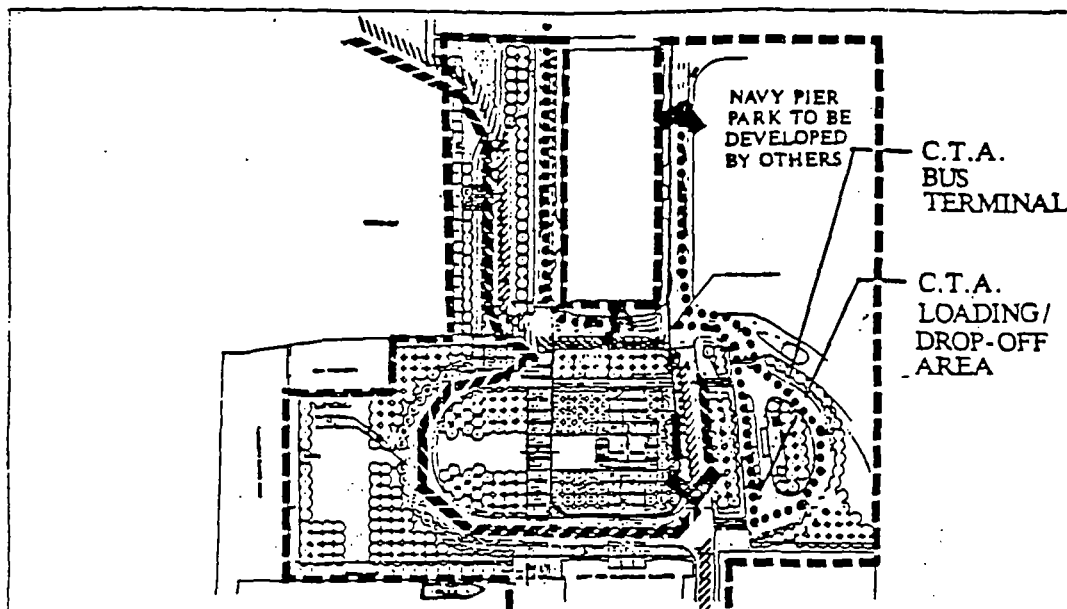
APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

31

(Sub)Exhibit 32.
(To Plan of Development Statements)

Bus/Transit Circulation Plan.



LEGEND

- SITE BOUNDARY
- BUS / TRANSIT CIRCULATION
- \\\\\\\\\\\\\\\\ PRIVATE SHUTTLE BUS CIRCULATION
- \\\\\\\\\\\\\\\\ REMOTE PARKING SHUTTLE BUS
- PROPOSED TRANSIT CIRCULATOR
ROUTE AND STATION LOCATION



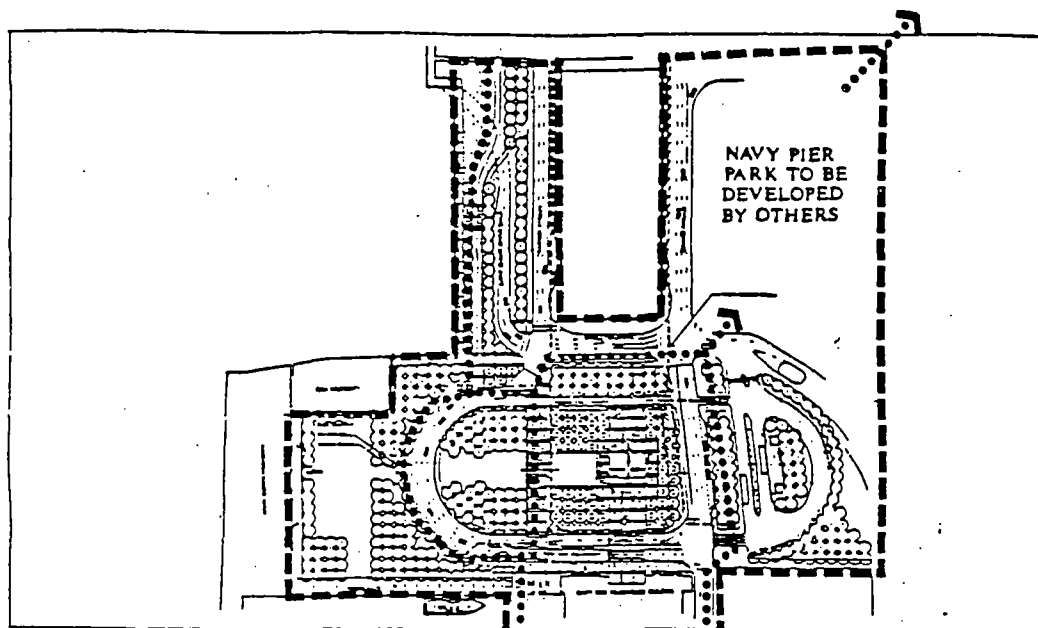
APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

32

(Sub)Exhibit 33.
(To Plan of Development Statements)

Bicycle Circulation Plan.



LEGEND

- SITE BOUNDARY
..... BICYCLE CIRCULATION



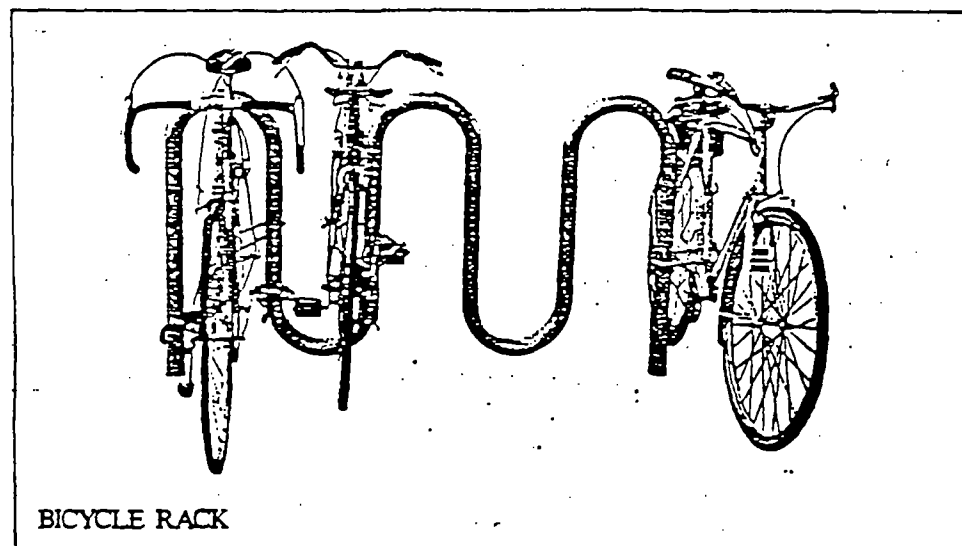
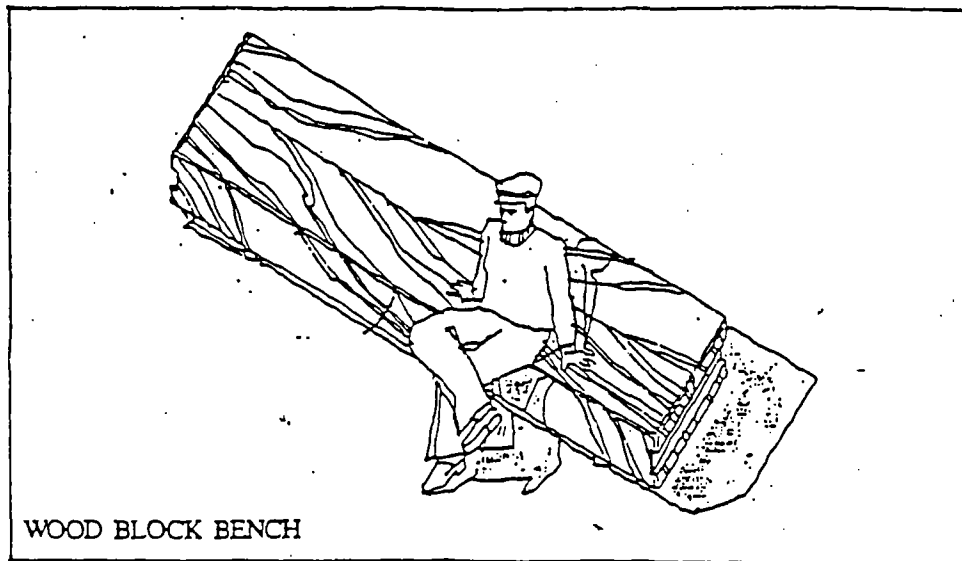
APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

33

(Sub)Exhibit 34.
(To Plan of Development Statements)

Typical Street Furniture.
(1 of 5)



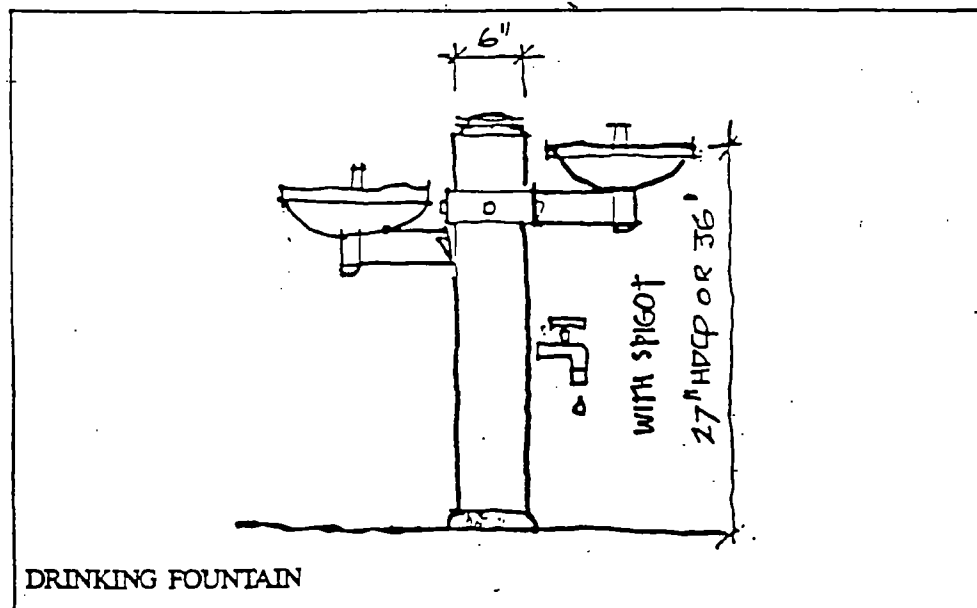
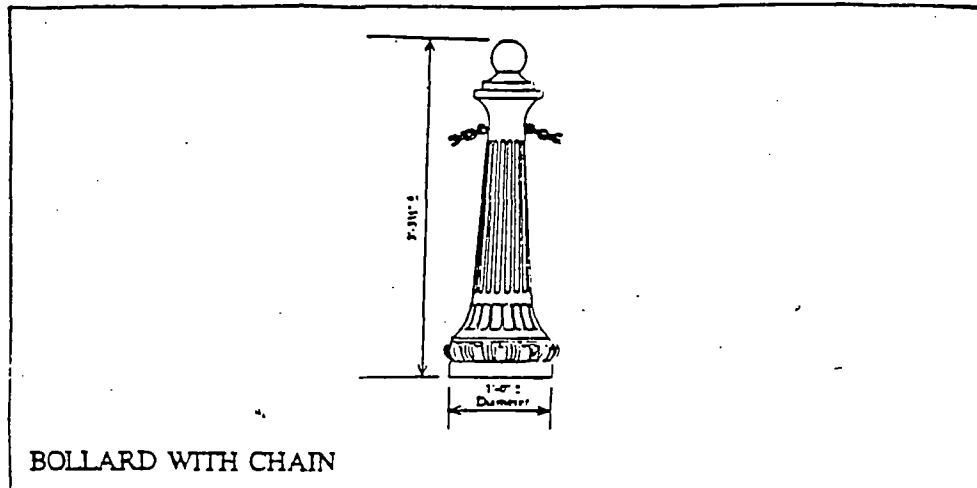
APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

34

(Sub)Exhibit 34.
(To Plan of Development Statements)

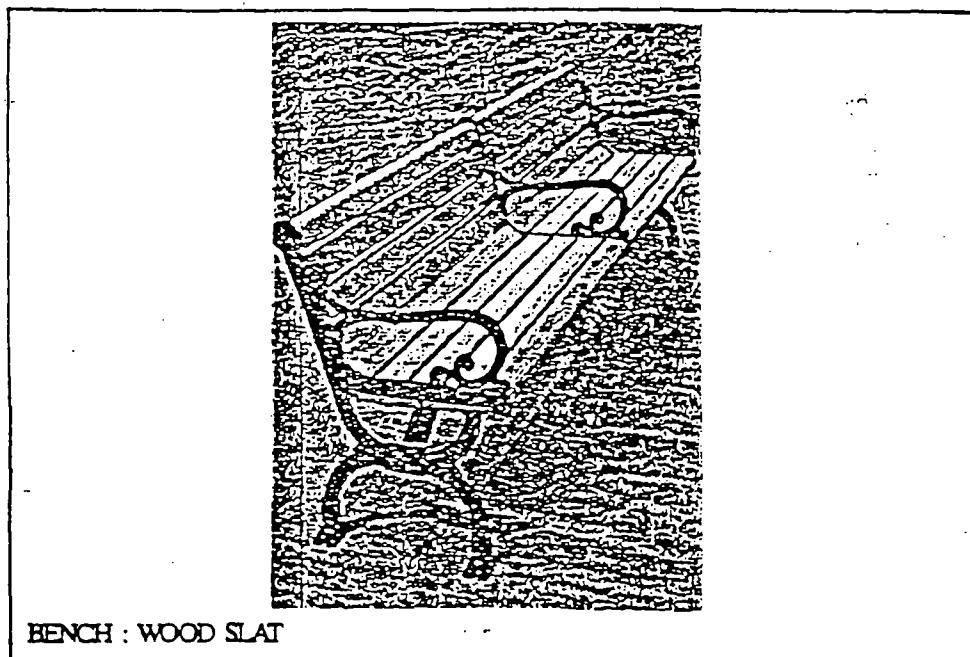
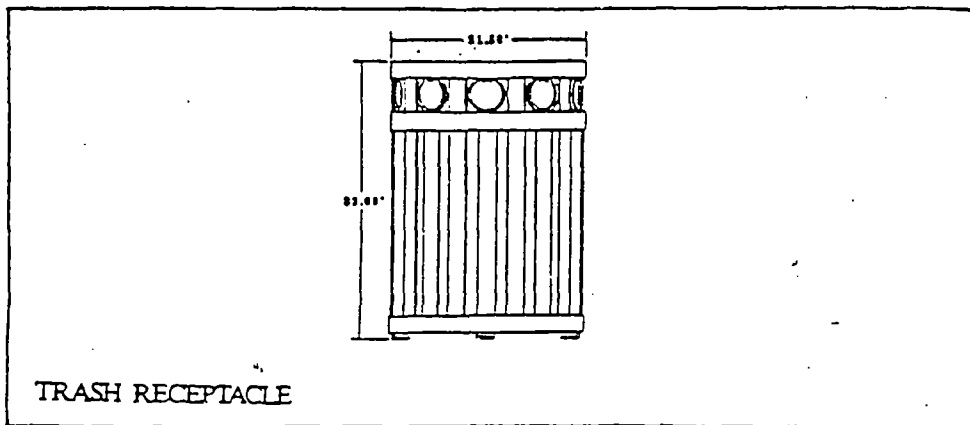
Typical Street Furniture.
(2 of 5)



APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

(Sub)Exhibit 34.
(To Plan of Development Statements)

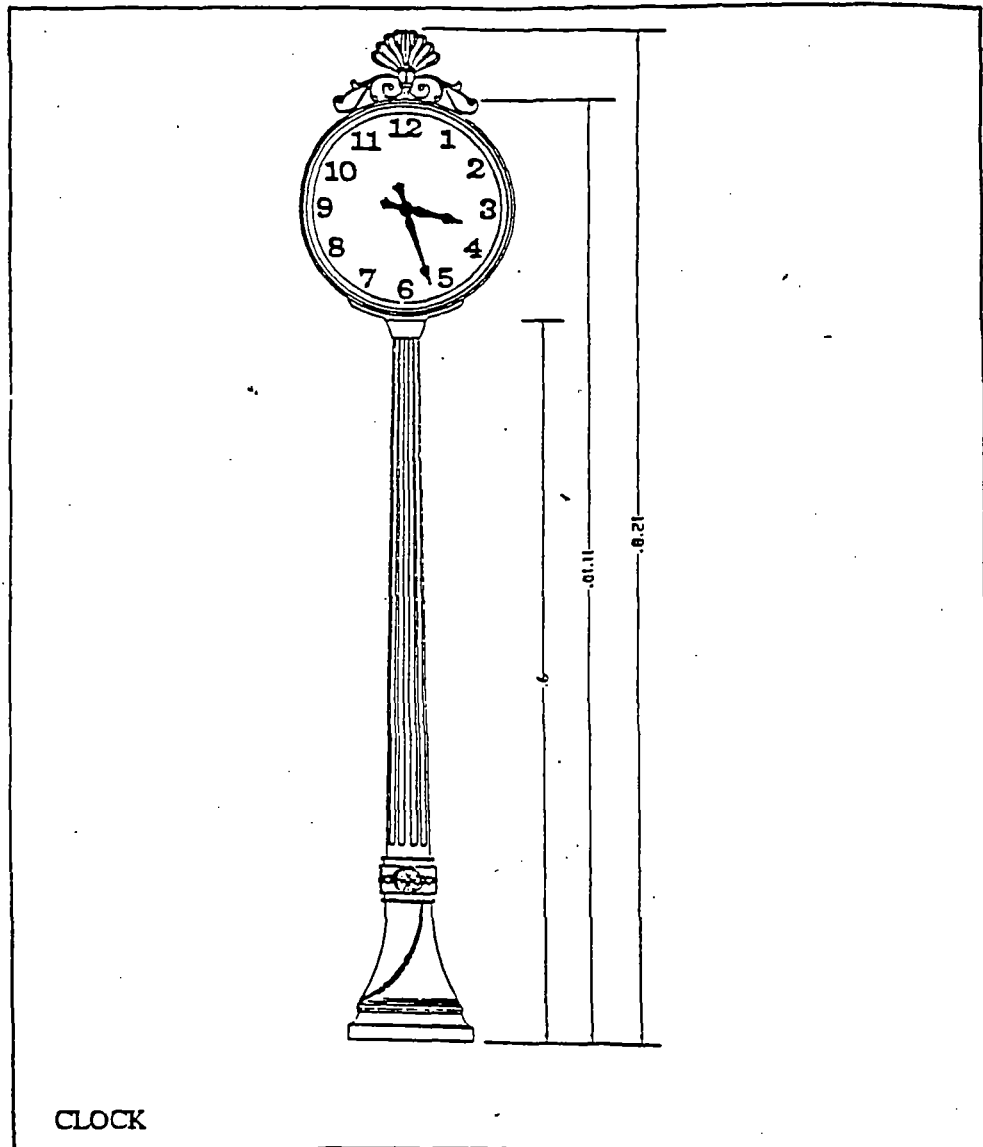
Typical Street Furniture.
(3 of 5)



APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

(Sub)Exhibit 34.
(To Plan of Development Statements)

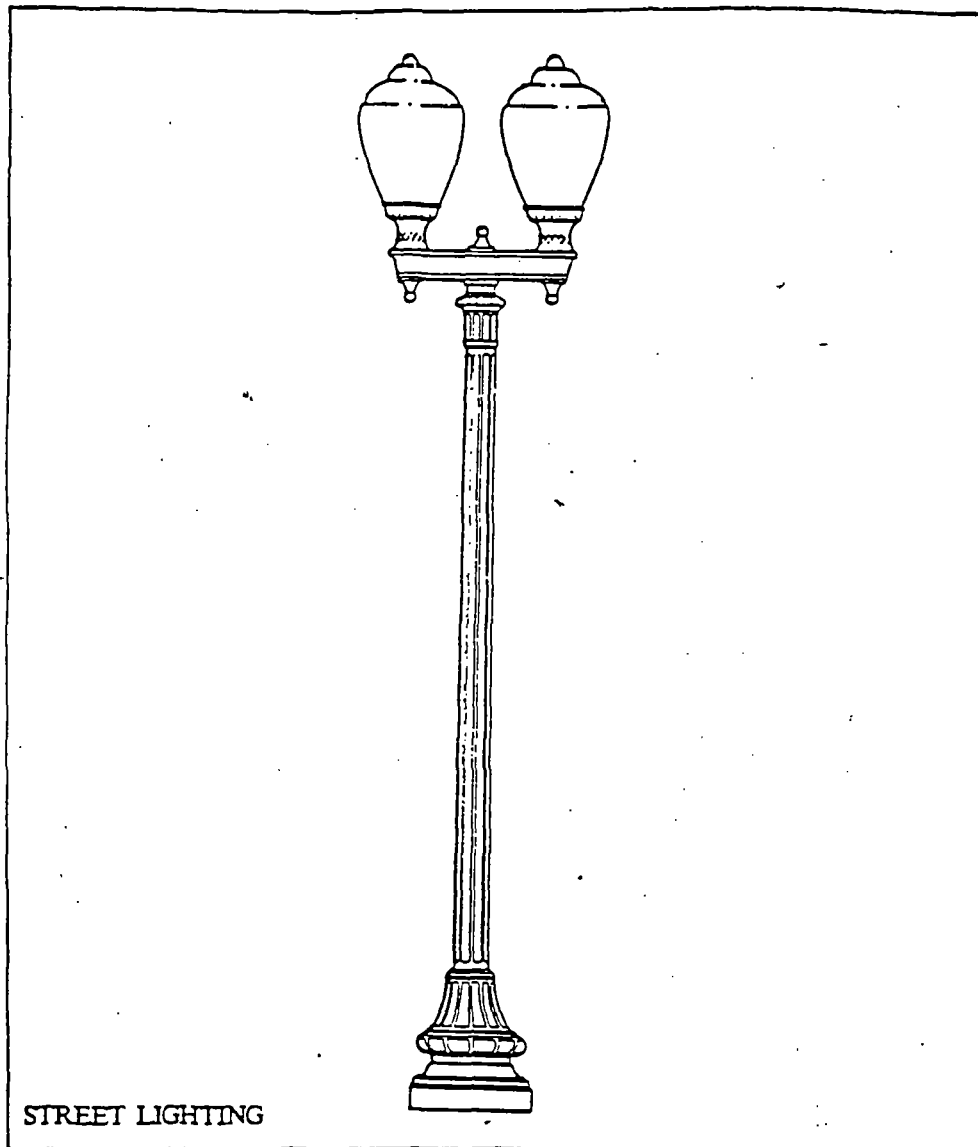
Typical Street Furniture.
(4 of 5)



APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

(Sub)Exhibit 34.
(To Plan of Development Statements)

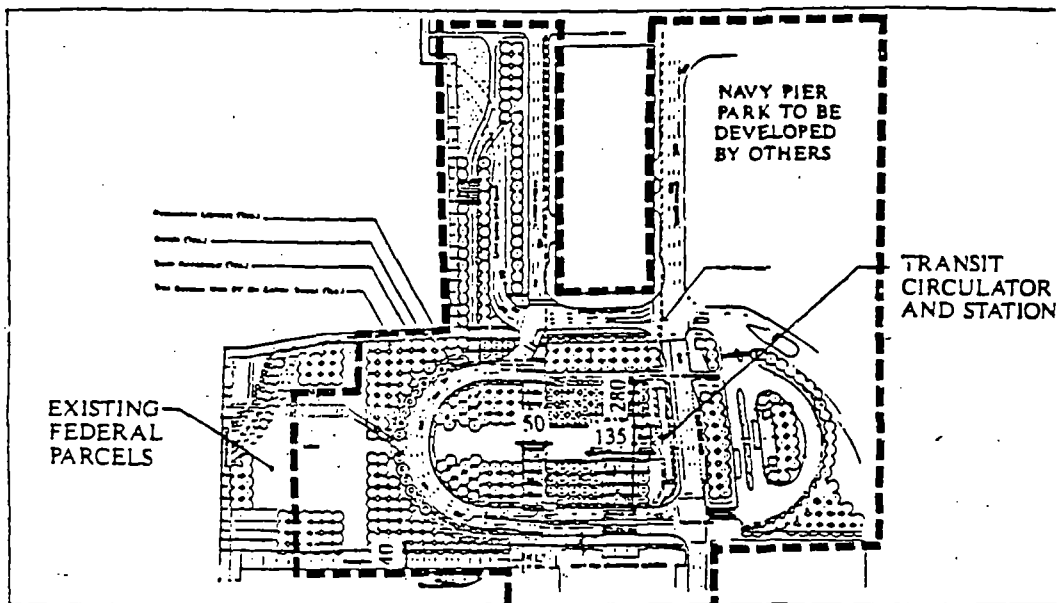
Typical Street Furniture.
(5 of 5)



APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

(Sub)Exhibit 35.
(To Plan of Development Statements)

Future Headlands Sub-Area
Landscape Plan.



LEGEND



--- SITE BOUNDARY

NOTES:

1. TREE SPACING SHALL BE 50' ON CENTER, BOTH WAYS

2. TREE SPECIES SHALL BE SELECTED FROM THE FOLLOWING

MONETARIA

ASH

LITTLE LEAF LINDEN

CHAMPELAIN PLUM

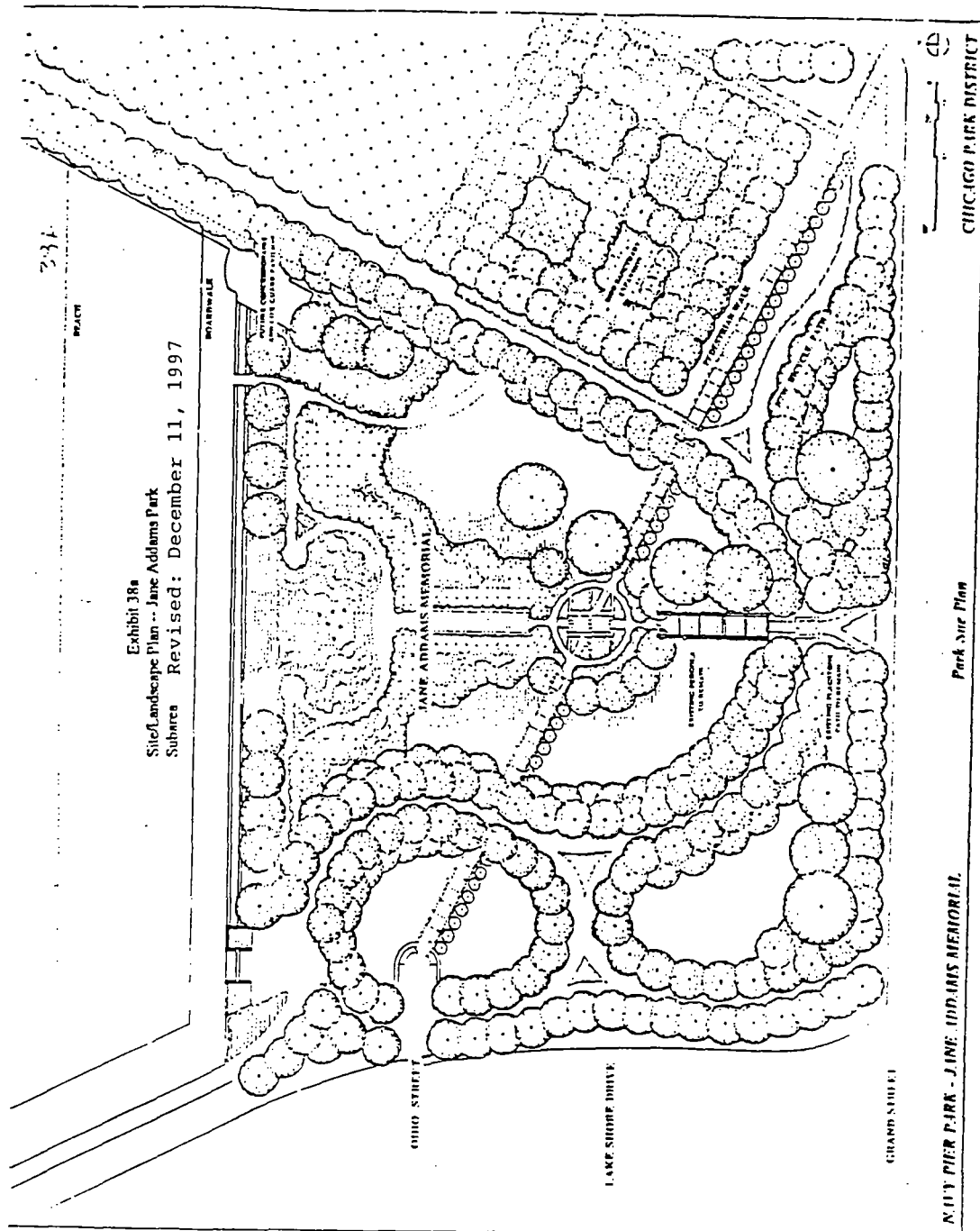
APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

EXHIBIT

35

(Sub)Exhibit 38a.
(To Plan of Development Statements)

Site/Landscape Plan -- Jane Adams Park
Sub-Area.



Reclassification Of Area Shown On Map Number 1-F.
(As Amended)
(Application Number 12185)

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 Number 1-F in the area bounded by:

starting at a point being the south line of West Haddock Place; a line 80.96 feet east of the east line of North Wells Street running south to a point 81.07 feet east of the east line of North Wells Street at the north line of West Lake Street; the north line of West Lake Street; and the east line of North Wells Street to the point of beginning,

to those of a B6-7 Restricted Central Business District and a corresponding use district is hereby established in the area above described.

SECTION 2. In the area above described, the Chicago Zoning Ordinance shall be amended by changing all of the B6-7 Restricted Central Business District symbols and indications to those of a Residential Business Planned Development and a corresponding use district is hereby established.

SECTION 3. 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 Planned Development Number _____, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential-Business Planned Development consists of a net site area of approximately twenty-seven (27) acres (twelve

thousand one hundred twenty (12,120) square feet) which is controlled by Chicago Urban Properties, Inc. ("Applicant") for purposes of this Residential-Business Planned Development.

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Plan of Development. Any dedication or vacation of streets or alleys or easements or adjustments of right-of-ways or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this Planned Development shall be binding upon the Applicant, its successors and assigns and if different than the Applicant, the owners of all the property within the Planned Development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the Planned Development, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, 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 modification or change thereto (administrative, legislative or otherwise) shall be made by the Applicant, the owners of all the property within the Planned Development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the Planned Development. No amendment may be sought without written approval by the homeowners association.
4. This Plan of Development consist of these fourteen (14) statements, a Bulk Regulations and Data Table; a Planned Development Boundary and Property Line Map; an Existing Zoning and Land-Use Map; Building Elevations dated December 11, 1997, prepared by Booth, Hansen Architects; and a Site/Plan Landscape Plan as prepared by Booth, Hansen Architects, dated December 11, 1997, which are all incorporated herein. Full size sets of the Site Plan/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. This Plan of Development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code in Chicago) and all

requirements thereof and satisfies the established criteria for approval of a Planned Development. These and no other zoning controls shall apply to the area delineated herein.

5. The following uses shall be permitted within the areas delineated herein:

Multi-Family Dwelling Units; business uses as permitted within the B7-6 District on floors one and two only; accessory and non-accessory parking; and related uses.

6. Identification and business 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 with the Planned Development subject to review and approval of the Department of Planning and Development. The standards for the B6-7 District will apply to signs within the Planned Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking or storage of garbage receptacles 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. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development subject to review of the Departments of Transportation and Planning and Development.
8. In addition to the maximum height of any building or any appurtenance attached thereto the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
10. Improvements of the property, including landscaping and all entrances and exits to the parking garage shall be designed and installed in substantial conformance with the Bulk Regulations and Data Table, the Site Plan/Landscape Plan and Building Elevations attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the

Landscape Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. The applicant shall clean the exterior of the building. Installation of parkway landscaping is subject to review and permit by any departments or agencies required to approve same.

11. The applicant acknowledges that the area surrounding the proposed Residential-Business Planned Development does not have sufficient public open space. The applicant accordingly agrees to contribute Seventy-six Thousand Seven Hundred Thirty-four and no/100 Dollars (\$76,734.00) to the Chicago Park District for public open space improvements in the immediate area. Payment for each phase of development shall be required at the time of issuance of building permits for the project.
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 written request for such 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 is consistent with the nature of the improvements contemplated in this planned development. 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 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 reasonable efforts to design, construct and maintain all buildings located within this planned development in an energy efficient manner 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.
14. If substantial interior construction and exterior cleaning of the building has not yet begun within the Planned Development within four (4) years of the date of passage of the Planned Development, the zoning of that property shall revert to the B6-7 Restricted Central Business District. The four-year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is good cause for such an extension.

[Planned Development Boundary and Property Line Map;
Existing Zoning and Land-Use Map; Building
Elevation Drawing; and Site Plan/Landscape
Plan referred to in these Plan of
Development Statements printed
on pages 60261 through 60264
of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development
Statements reads as follows:

Residential-Business Planned Development Number____, As Amended.

Bulk Regulations And Data Table.

Gross Site Area:	24,051.76 square feet (.55 acres)
Net Site Area:	Total Gross Site Area (24,051.76 square feet)-Area in Public and Private Streets and Alleys (11,931.76 square feet) = Net Site Area of 12,120 square feet (.27 acres)
Maximum Floor Area Ratio:	18.6.
Maximum Number of Residential Units:	179 units.
Maximum Commercial/Retail Space:	30,000 square feet.
Maximum Site Coverage:	In accordance with Site Plan/Landscape Plan.
Minimum Number of Off-Street Parking Spaces:	104 parking spaces to be accessed by valet service.

Minimum Number of Accessory Parking Spaces:	78.
Minimum Number of Loading Docks:	1.
Minimum Building Setbacks:	In accordance with site plan.
Maximum Building Heights:	In accordance with elevations.
Applicant/Developer:	Chicago Urban Properties, Inc. 201 North Wells Street 17 th Floor Chicago, Illinois 60601

Reclassification Of Area Shown On Map Number 1-F.
(Application Number 12197)

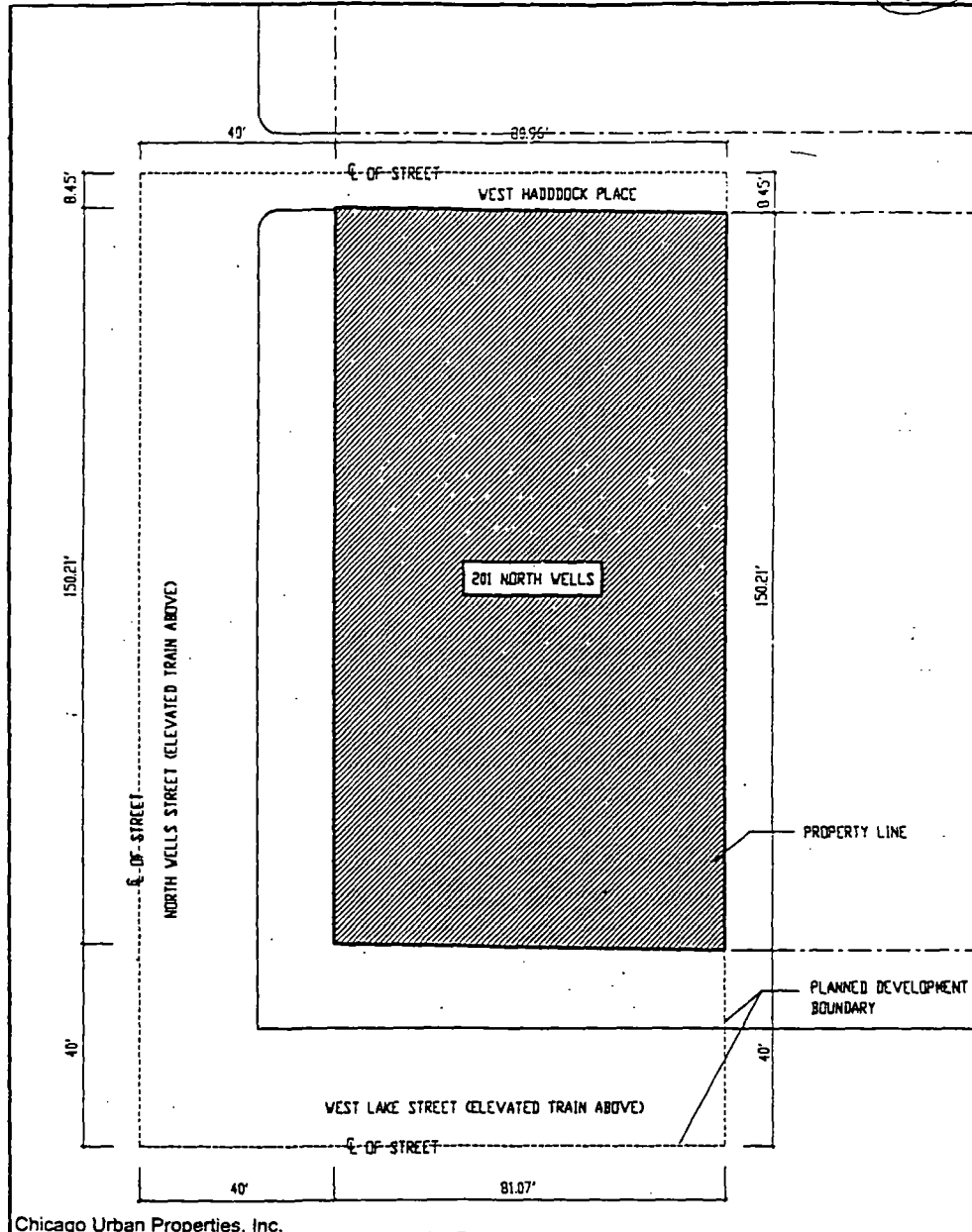
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map Number 1-F in area bounded by:

West Huron Street; the alley next east of and parallel to North Hudson Avenue; a line 100.0 feet south of and parallel to West Huron Street; and North Hudson Avenue,

(Continued on page 60264)

Planned Development Boundary
And Property Line Map.



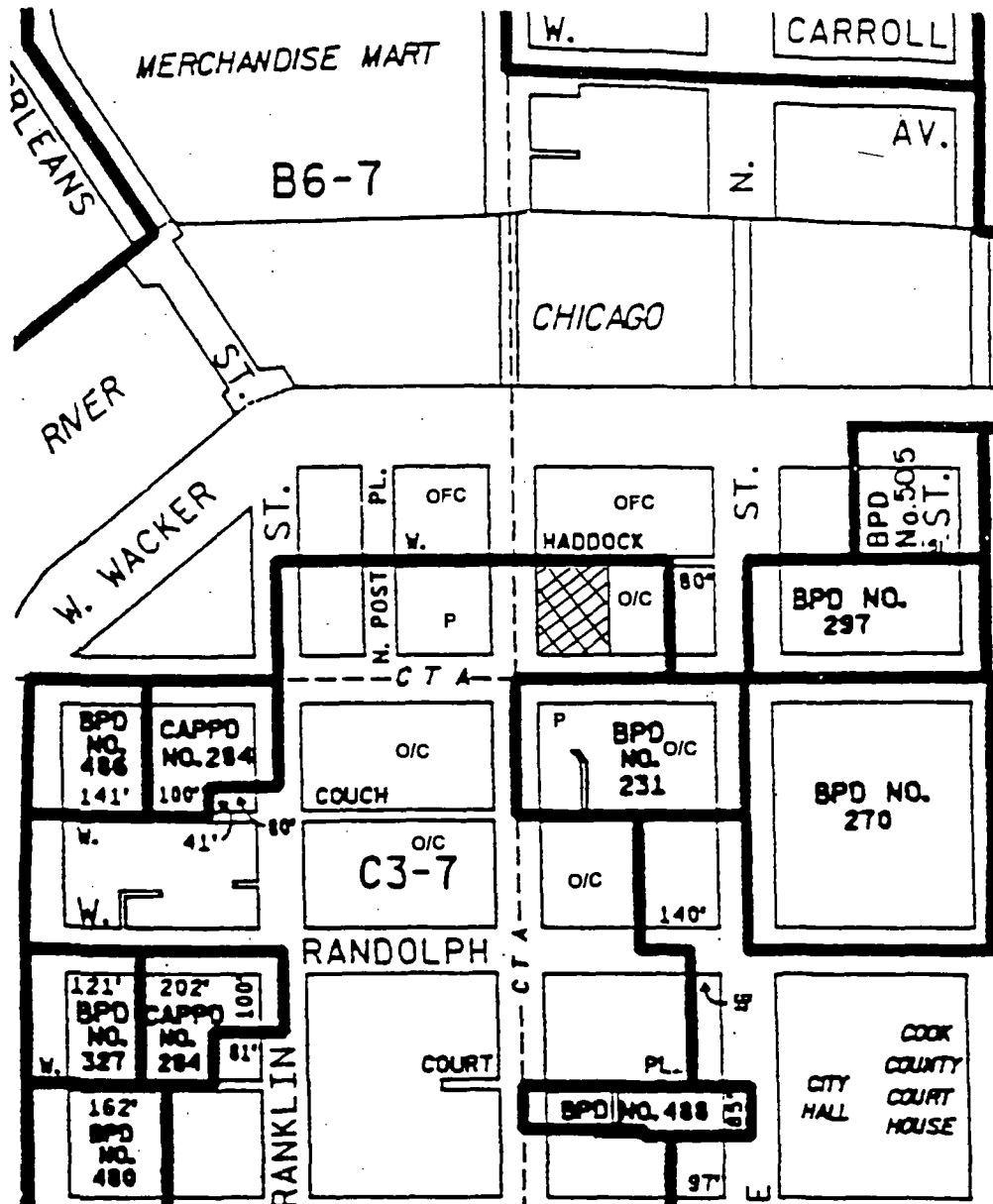
Chicago Urban Properties, Inc.
201 North Wells Street, 17th Floor
Chicago, IL 60601

Submitted: September 10, 1997
Revised: December 11, 1997



PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP

Existing Zoning And Land-Use Map.



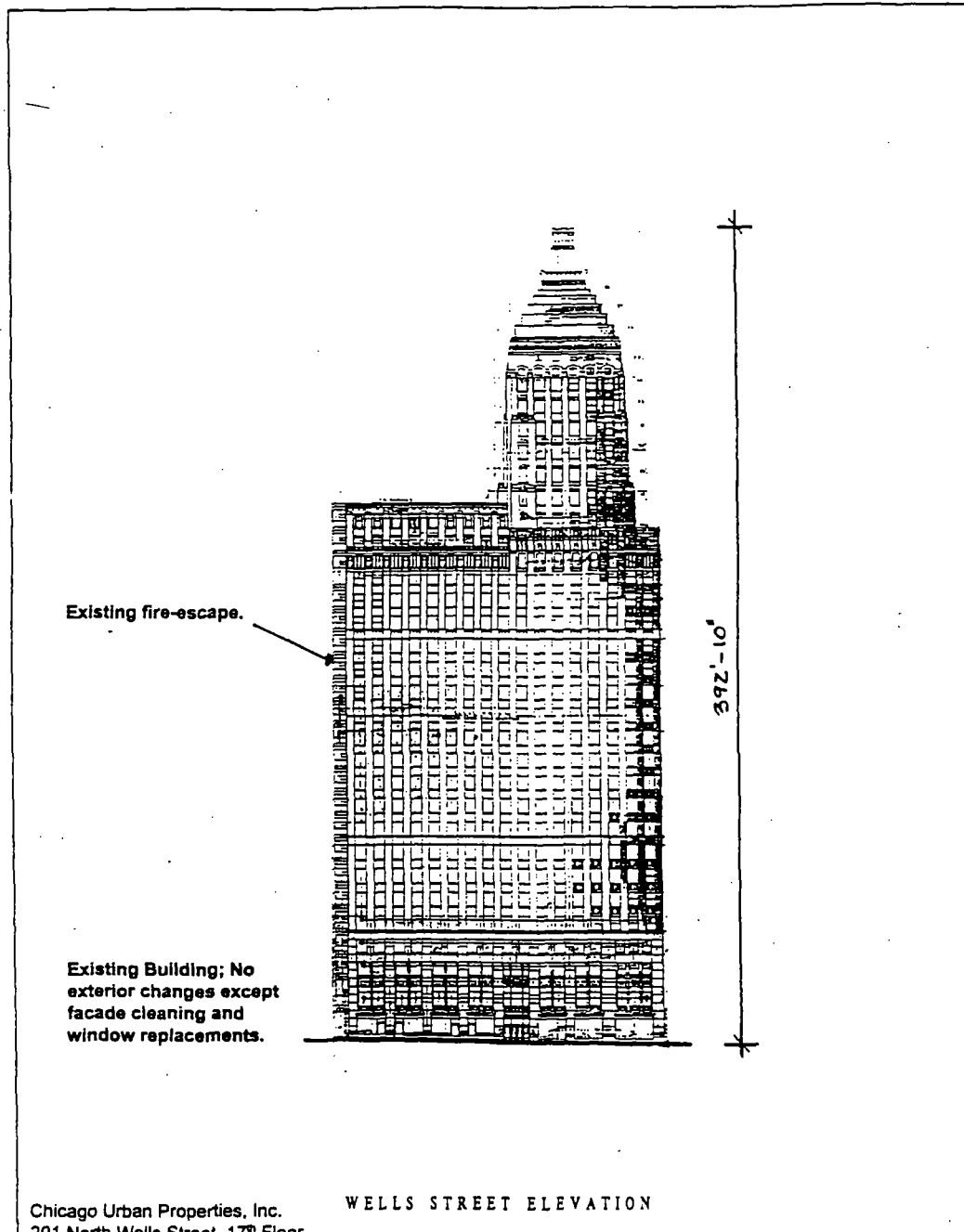
Chicago Urban Properties, Inc.
201 North Wells Street, 17th Floor
Chicago, IL 60601

Submitted: September 10, 1997
Revised: December 11, 1997

Key:

OFC = OFFICE
O/C = OFFICE/COMMERCIAL
P = PARKING

Building Elevation.



Chicago Urban Properties, Inc.
201 North Wells Street, 17th Floor
Chicago, IL 60601

201 NORTH WELLS

BOOTH/HANSEN & ASSOCIATES
Chicago, Illinois

Submitted: September 10, 1997
Revised: December 11, 1997

(Continued from page 60260)

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-F.
(As Amended)
(Application Number 12198)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map Number 1-F in area bounded by:

West Superior Street; North Kingsbury Street; West Huron Street; and North Larrabee Street,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended be changing all the B4-5 Restricted Service District symbols and indications established in Section 1 above to the designation of a Residential Planned Development 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 3. 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 reads as follows:

Residential Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development consists of approximately seventy-six thousand fifty-five and seventy-two one-hundredths (76,055.72) square feet, one and seventy-five one hundredths (1.75) acres and is owned or controlled by the applicant, 700 North Kingsbury L.L.C.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or 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 holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property shall be under single ownership or under single designated control at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made. 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 or any property owners' association which may be formed to succeed the Applicant, and any ground lessors.
4. This Plan of Development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; an Existing Land-Use Map; a Site/Landscape Plan and Building Elevations dated December 11, 1997 prepared by Pappageorge/Haymes. Full size sets of the Site/Landscape

Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply.

5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development": multi-family dwelling units including dwelling units on the ground floor, accessory retail on the ground floor only and accessory parking uses.
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 shall be permitted, subject to the review and approval of the Department of Planning and Development. Any service drives 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 emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
7. Any service drives 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 emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this Planned Development, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.

9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements on the Property shall be designed, installed and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The Applicant acknowledges that the proposed development may have an impact on neighborhood parks and recreational facilities in the immediate area. Accordingly, the Applicant voluntarily commits to deposit the sum of One Hundred Twenty-seven Thousand Four Hundred Seventy-two and no/100 Dollars (\$127,472.00) (or such lesser sum as the Commissioner of the Department of Planning and Development shall later determine to apply) with the City which shall be expended toward the identification and future development of public open space within one-half (½) mile of this Planned Development. The payment shall be made concurrently with the issuance of the first Part II approval for this Planned Development.
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. Notwithstanding the provisions of subclauses 4 and 5 of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks and an increase in the maximum percent of land covered.
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, 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.

14. Unless substantial construction has commenced within four (4) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire. The four (4) year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is good cause for such an extension. If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to the B4-5 Restricted Service District classification.

[Existing Zoning Map; Existing Land-Use Map; Planned
Development Property Line and Boundary Map;
Site/Landscape Plan; Building Elevation
Drawings and Enlarged View Drawings
referred to in these Plan of
Development Statements
printed on pages 60271
through 60283 of this
Journal.]

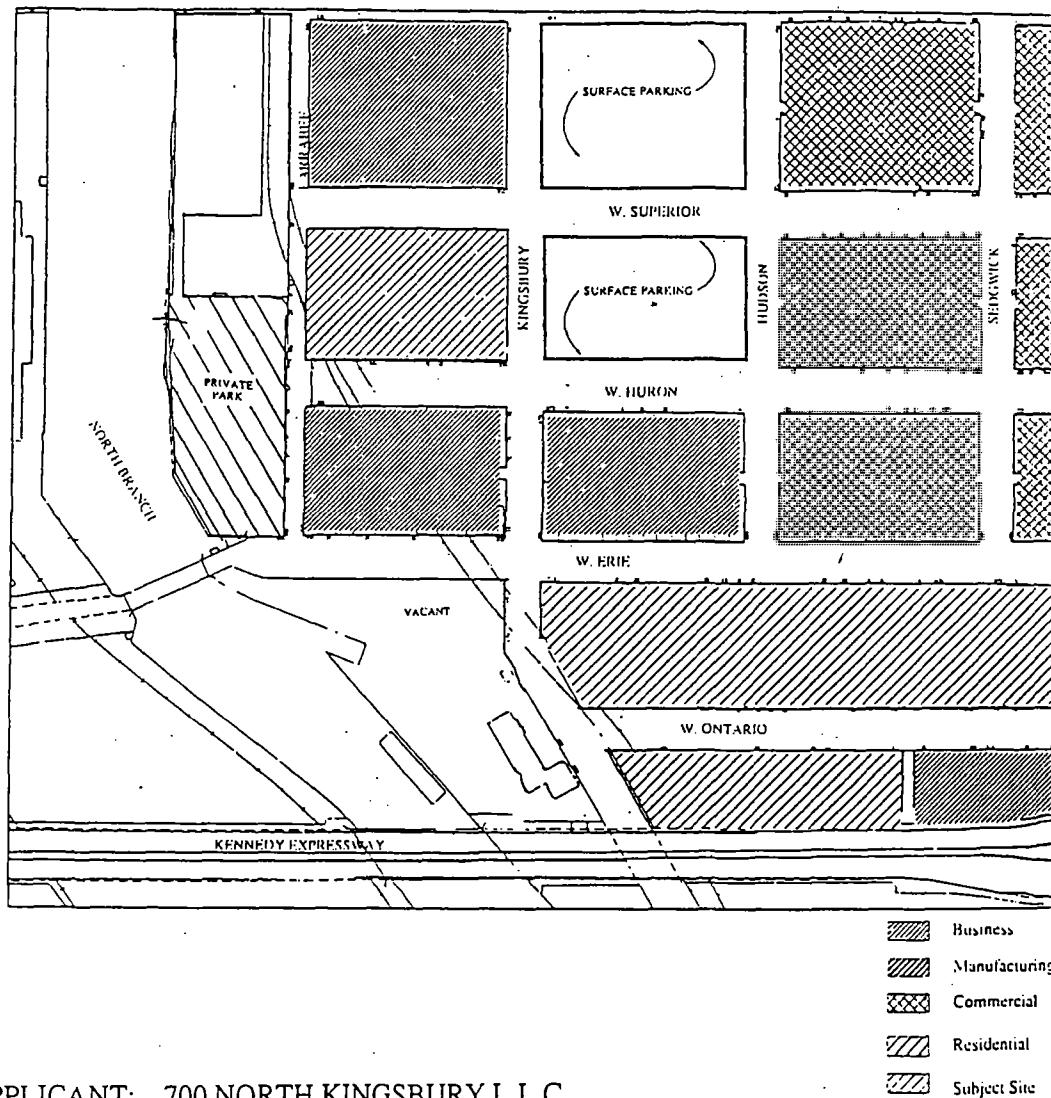
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development Number ____.

Bulk Regulations And Data Table.

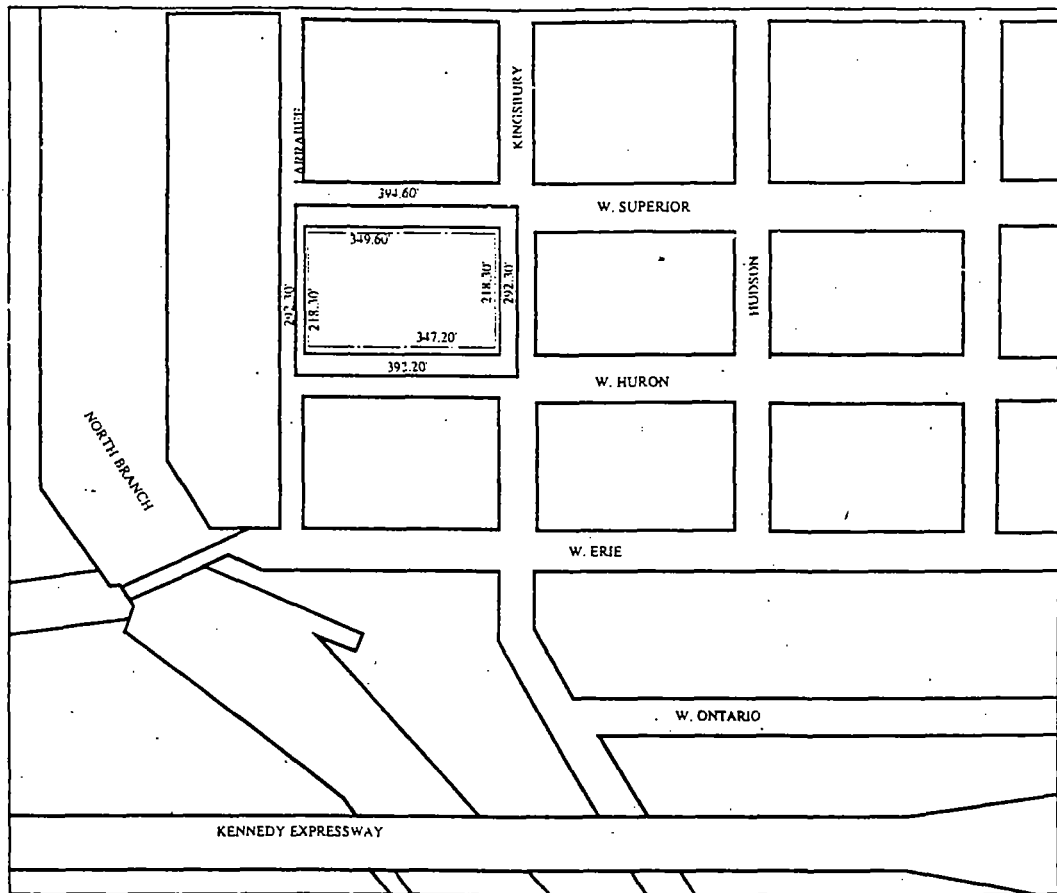
Net Site Area:	76, 055.72 square feet (1.75 acres).
Gross Site Area:	Net Site Area, 76,055.72 square feet (1.75 acres) plus + Area of Adjacent Public Streets and Alleys, 38,935.1 square feet (0.89 acres) = 114,990.8 square feet (2.64 acres).
Maximum Number of Dwelling Units:	200.
Maximum Permitted Floor Area Ratio Ratio for Total Net Site Area:	3.95.
Maximum Percent of Site Coverage Per Site Plan:	75%.
Minimum Number of Parking Spaces:	208.
Minimum Number of Loading Docks:	2.
Minimum Periphery Setbacks:	Per site plan.
Maximum Building Height:	Per building elevations.

Existing Land-Use Map



APPLICANT: 700 NORTH KINGSBURY L.L.C.
 ADDRESS: 500-532 W. HURON ST.; 700-720 N. KINGSBURY ST.;
 501-535 W. SUPERIOR ST.; 701-719 N. LARRABEE ST.
 DATE: SEPTEMBER 30, 1997
 REVISED: DECEMBER 11, 1997

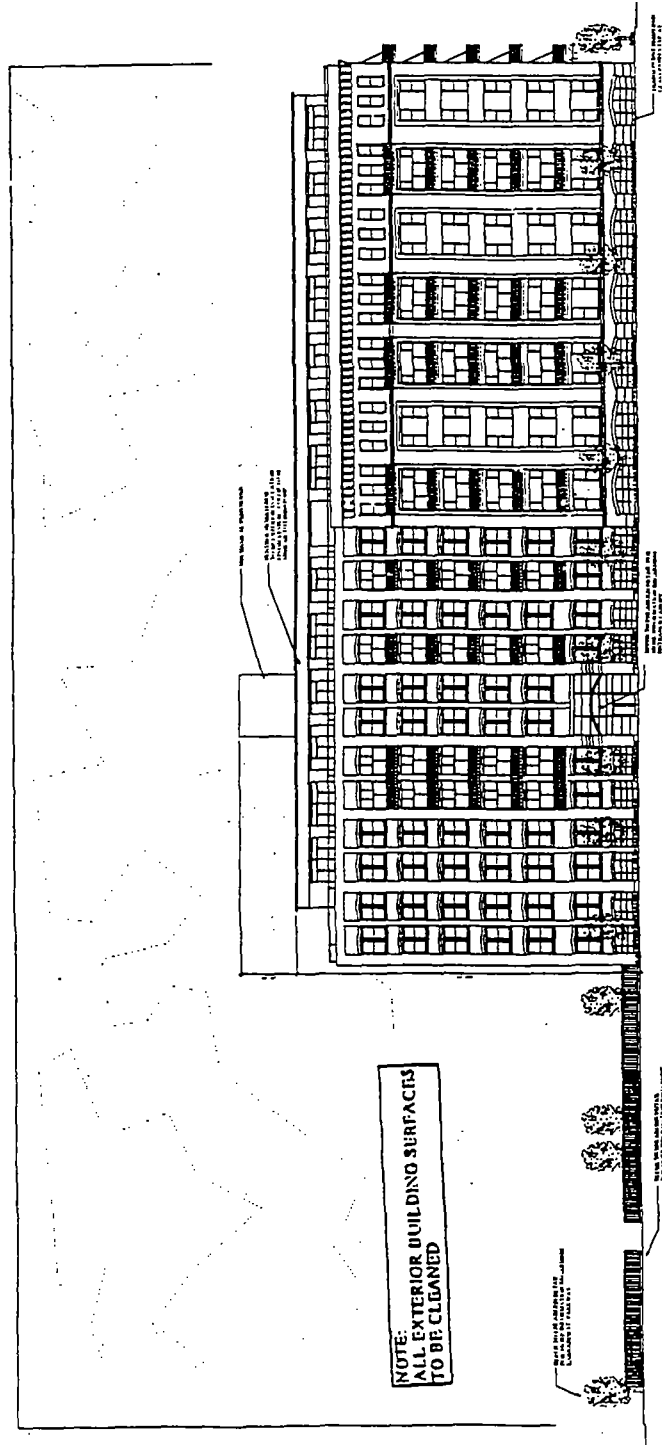
Planned Development Property Line And
Boundary Map.



----- Dimensioned Property Line
----- Planned Development Boundary

APPLICANT: 700 NORTH KINGSBURY L.L.C.
ADDRESS: 500-532 W. HURON ST.; 700-720 N. KINGSBURY ST.;
501-535 W. SUPERIOR ST.; 701-719 N. LARRABEE ST.
DATE: SEPTEMBER 30, 1997
REVISED: DECEMBER 11, 1997

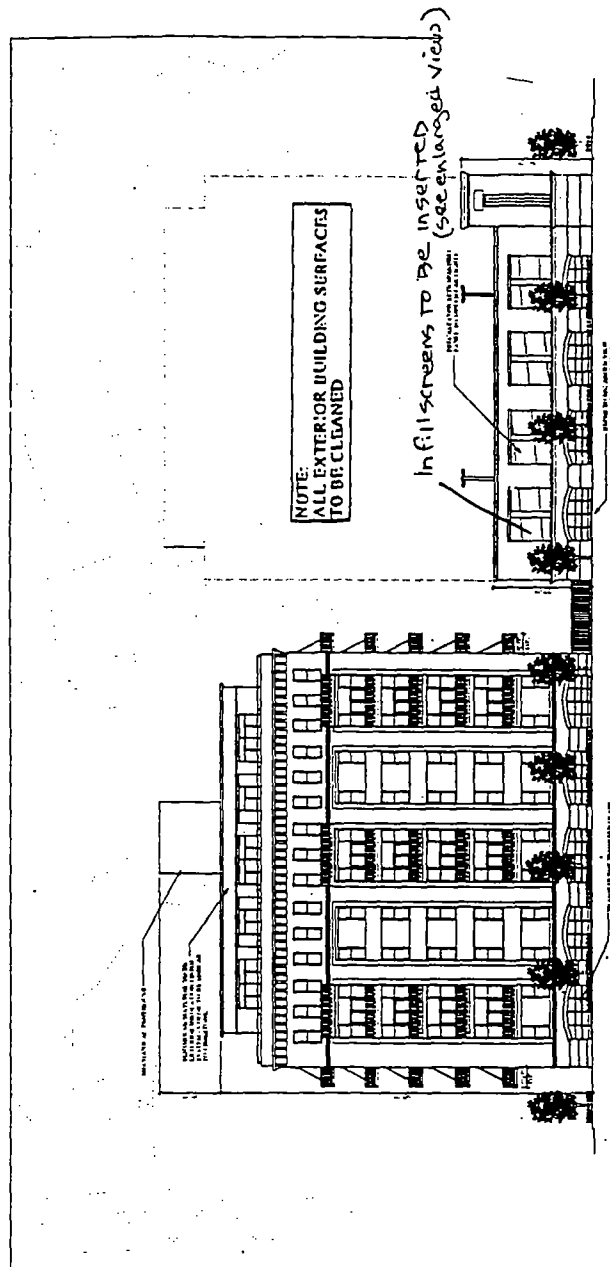
Proposed Loft Development
Huron Street Elevation.



Enterprise Development Co.
Developer
Pappageorge Haymes Ltd.
Architect

APPLICANT: 700 NORTH KINGSBURY L.L.C.
ADDRESS: 500-532 W. HURON ST. ; 700-720 N. KINGSBURY ST. ;
501-535 W. SUPERIOR ST. ; 701-719 N. LARRABEE ST.
DATE: SEPTEMBER 30, 1997
REVISED: DECEMBER 11, 1997

Proposed Loft Development
Kingsbury Street Elevation.

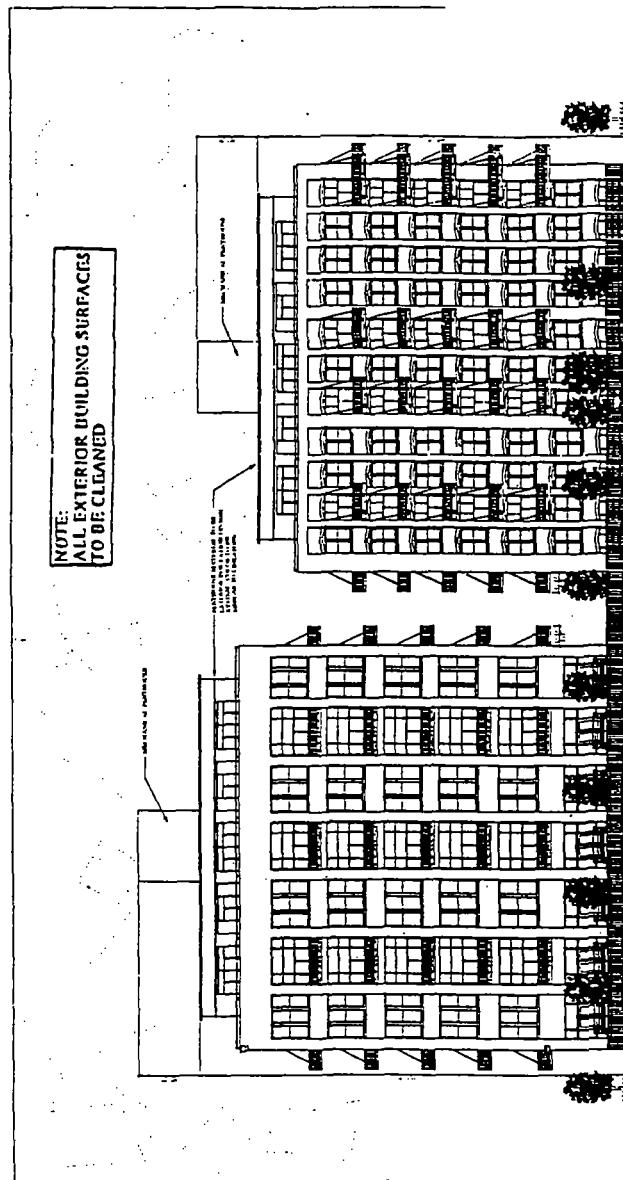


PROPOSED LOFT DEVELOPMENT
KINGSBURY STREET ELEVATION

APPLICANT: 700 NORTH KINGSBURY L.L.C.
ADDRESS: 500-532 W. HURON ST. ; 700-720 N. KINGSBURY ST. ;
501-535 W. SUPERIOR ST. ; 701-719 N. LARRABEE ST.
DATE: SEPTEMBER 30, 1997
REVISED: DECEMBER 11, 1997

Enterprise Development Co.
Developer
Pappagorge Haymes Ltd.
Architect

Proposed Loft Development
Larrabee Street Elevation.



PROPOSED LOFT DEVELOPMENT

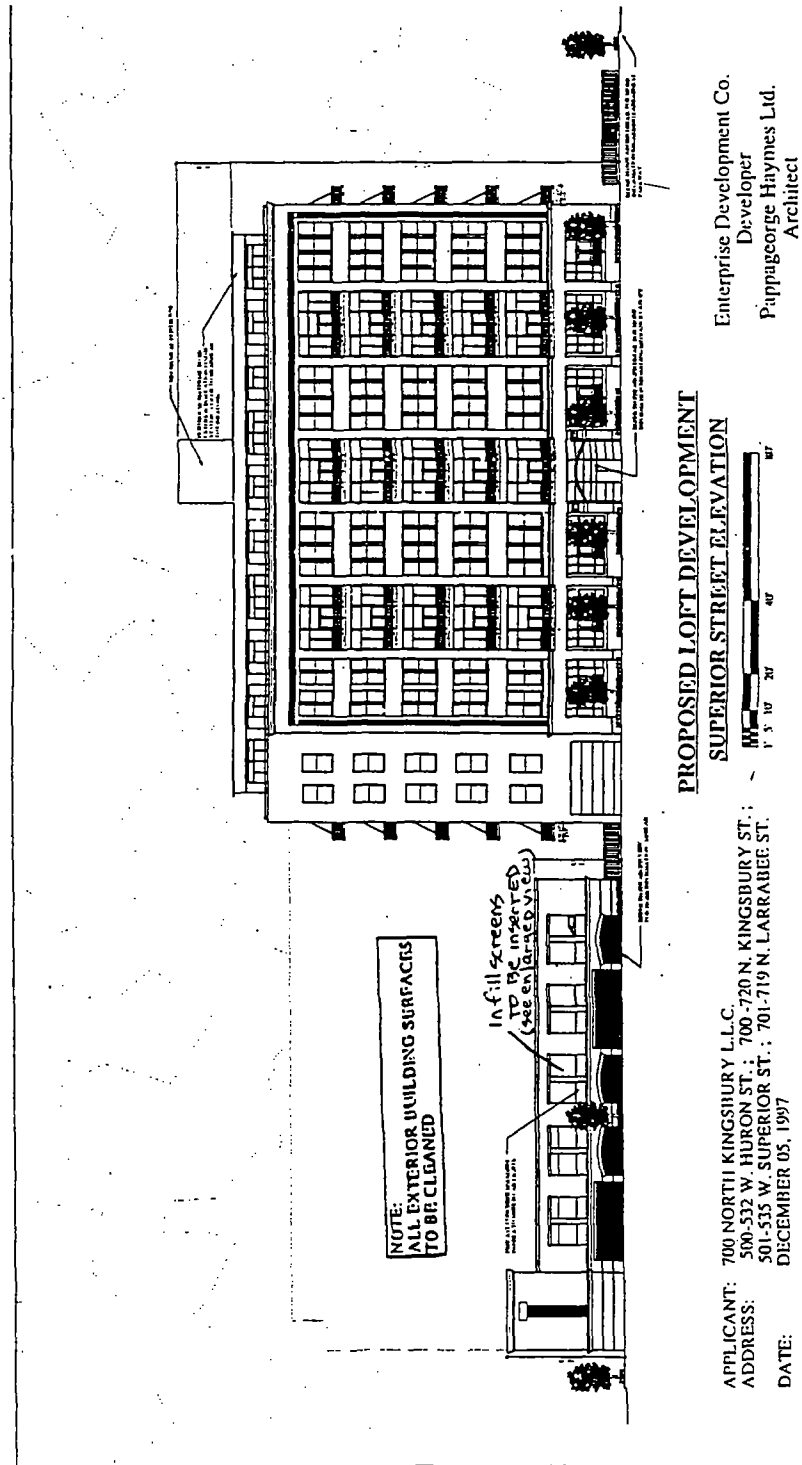
LARRABEE ELEVATION



Enterprise Development Co.
Developer
Pappageorge Haymes Ltd.
Architect

APPLICANT: 700 NORTH KINGSBURY L.L.C.
ADDRESS: 500-532 W. HURON ST. ; 700-720 N. KINGSBURY ST. ;
501-535 W. SUPERIOR ST. ; 701-719 N. LARRABEE ST.
DATE: SEPTEMBER 30, 1997
REVISED: DECEMBER 11, 1997

Proposed Loft Development
Superior Street Elevation.

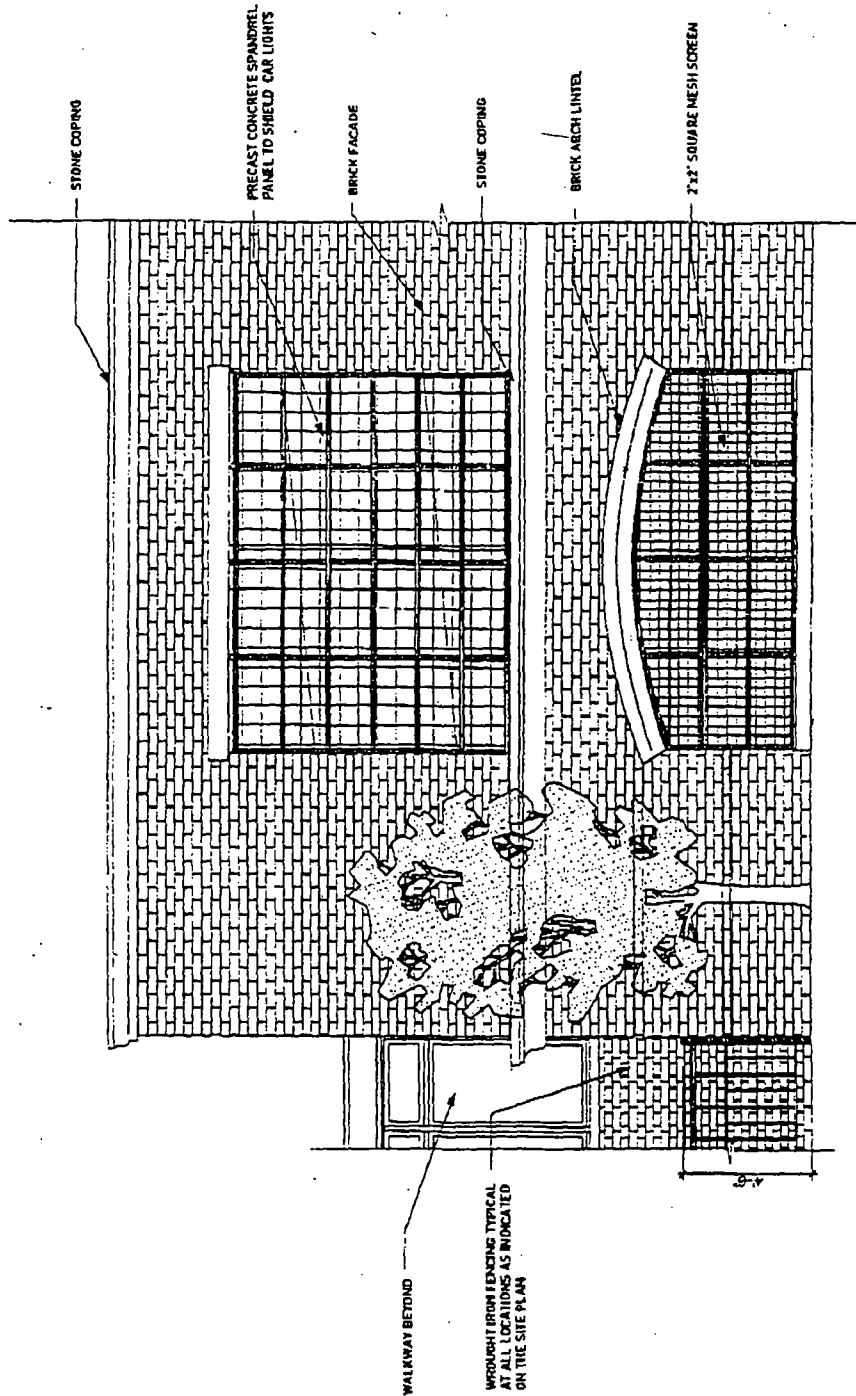


1/14/98

REPORTS OF COMMITTEES

60279

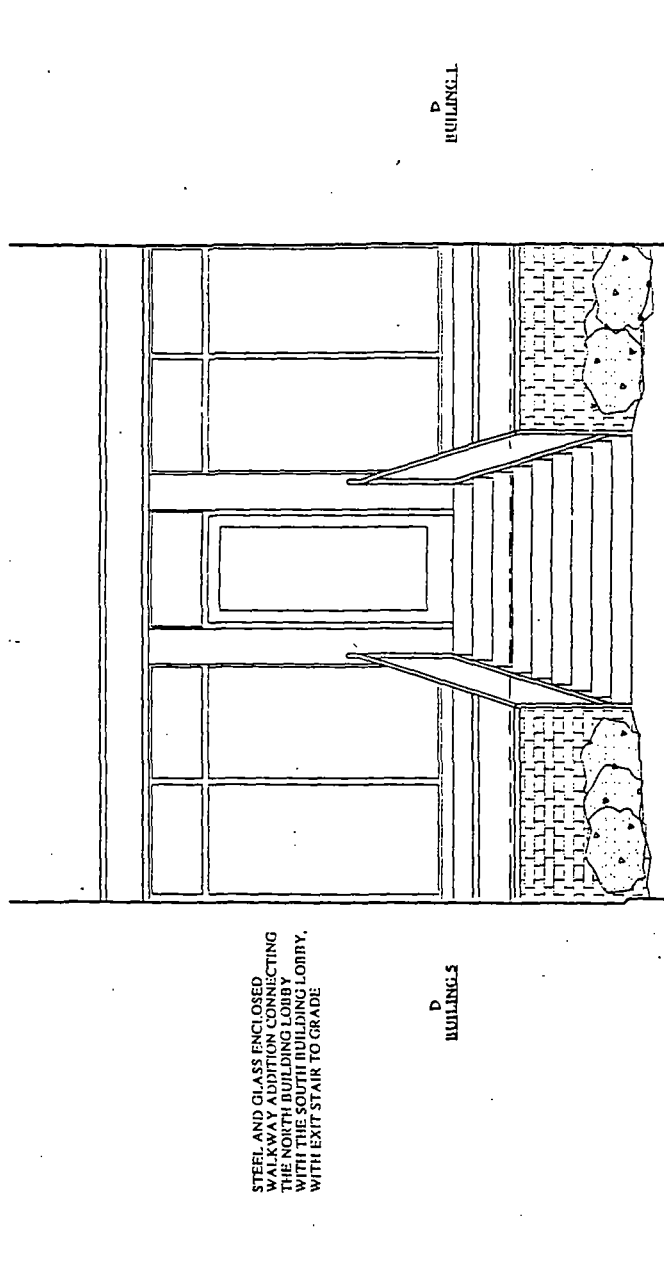
Enlarged View -- Screen At
Parking Structure.



ENLARGED VIEW - SCREEN AT PARKING STRUCTURE

APPLICANT: 700 NORTH KINGSBURY LLC.
ADDRESS: 500-532 W. HURON ST. ; 700-720 N. KINGSBURY ST. ;
501-535 W. SUPERIOR ST. ; 701-719 N. LARRABEE ST.
DATE: SEPTEMBER 30, 1997
REVISED: DECEMBER 11, 1997

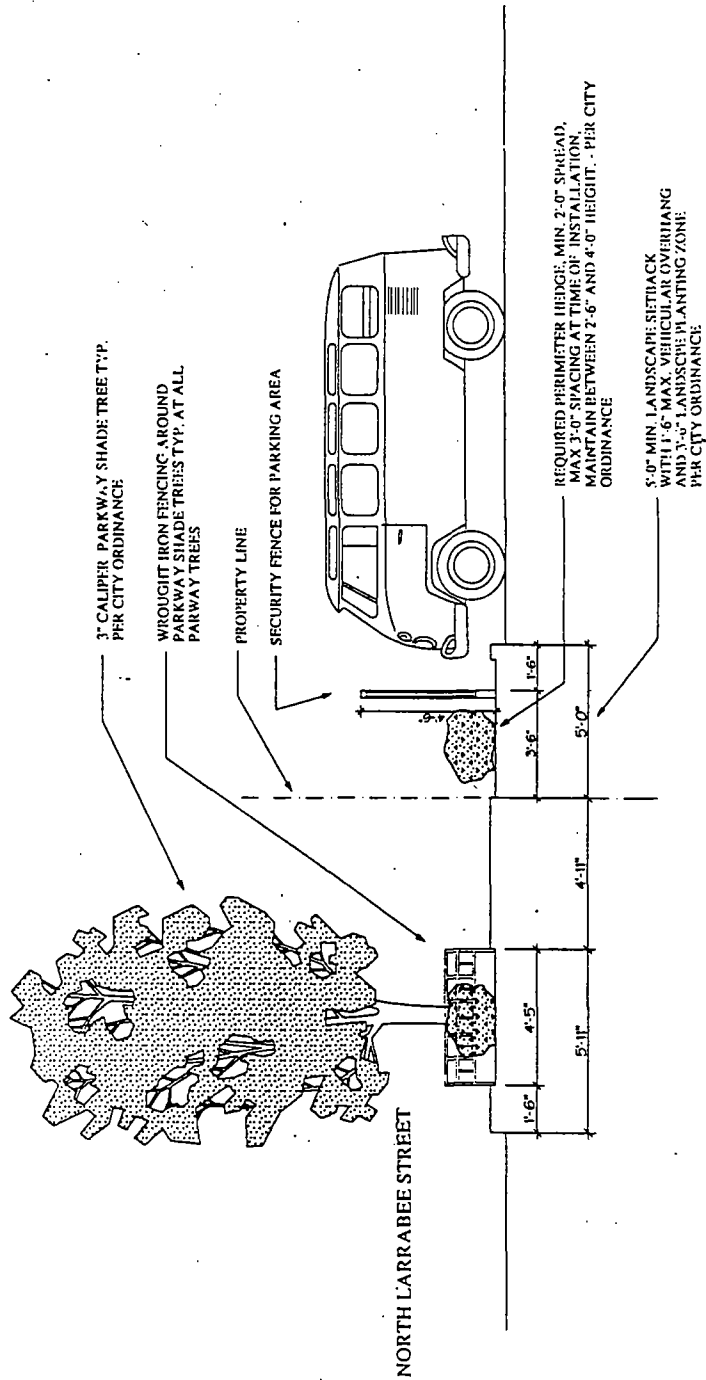
Enlarged View -- Preliminary Walkway
Addition Design.



ENLARGED VIEW - PRELIMINARY
WALKWAY ADDITION DESIGN

APPLICANT: 700 NORTH KINGSBURY L.L.C.
ADDRESS: 500-532 W. HURON ST. ; 700-720 N. KINGSBURY ST. ;
501-535 W. SUPERIOR ST. ; 701-719 N. LARRABEE ST.
DATE: SEPTEMBER 30, 1997
REVISED: DECEMBER 11, 1997

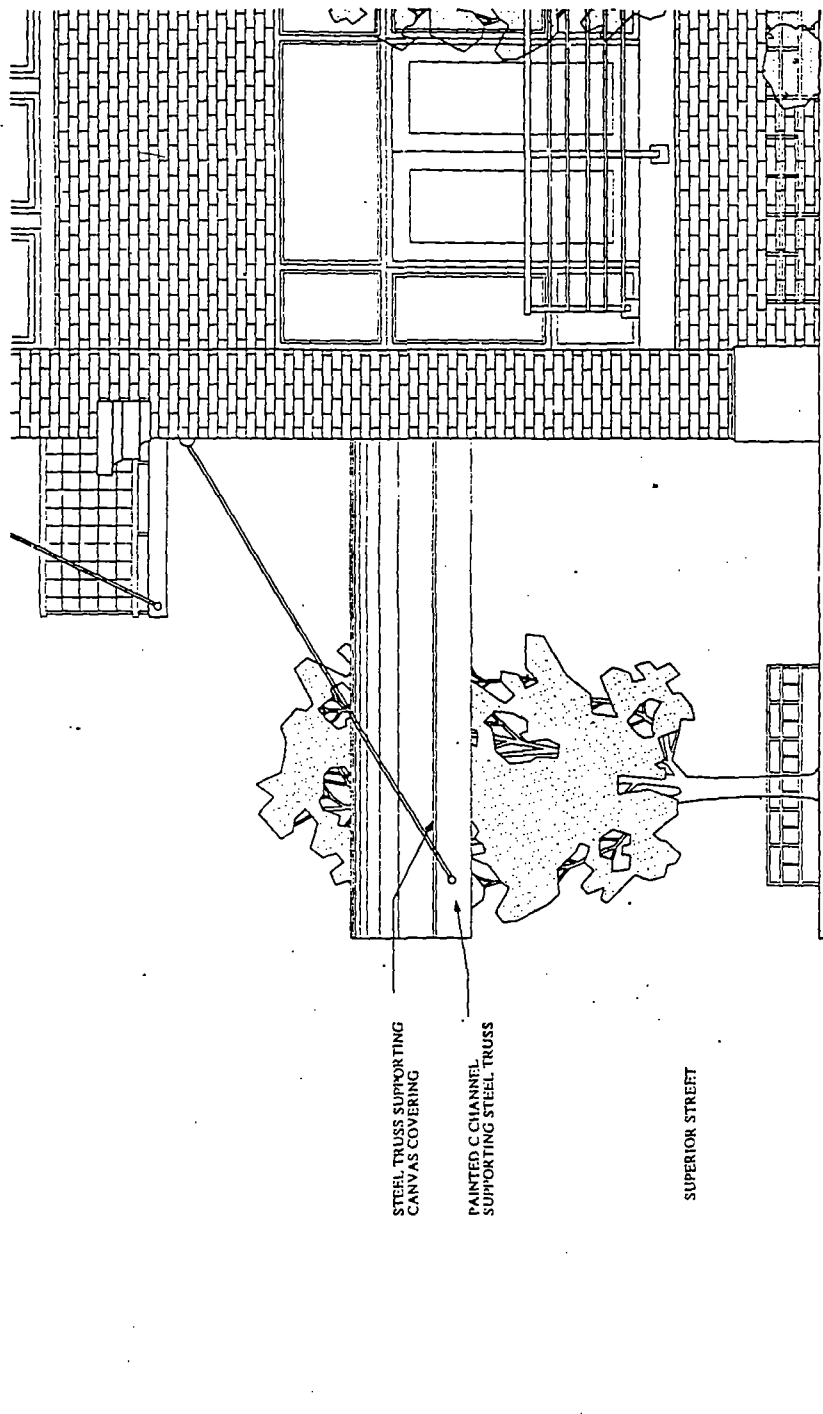
Enlarged View -- Parking Along Larrabee Street
Section A-A.



Enlarged view - Parking along Larrabee St.
Section A-A

APPLICANT: 700 NORTH KINGSBURY L.L.C.
 ADDRESS: 500-532 W. HURON ST.; 700-720 N. KINGSBURY ST.;
 501-535 W. SUPERIOR ST.; 701-719 N. LARRABEE ST.
 DATE: DECEMBER 05, 1997

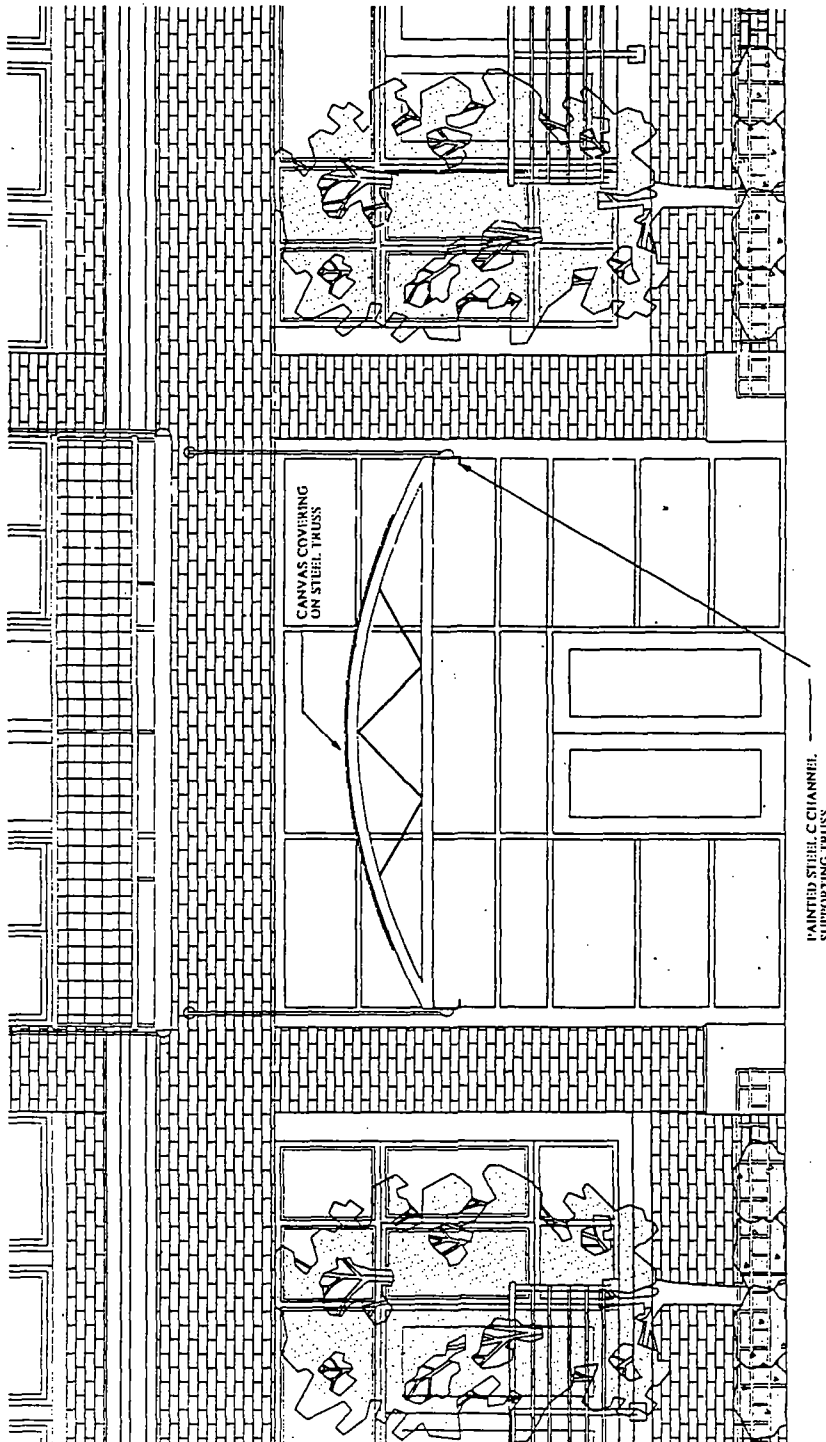
Enlarged View -- Preliminary
Entry Canopy Design.
(Page 1 of 2).



ENLARGED VIEW - PRELIMINARY
ENTRY CANOPY DESIGN

APPLICANT: 700 NORTH KINGSBURY L.L.C.
ADDRESS: 500-532 W. HURON ST. : 700-720 N. KINGSBURY ST. :
501-535 W. SUPERIOR ST. : 701-719 N. LARRABEE ST.

Enlarged View -- Preliminary Entry
Canopy Design.
(Page 2 of 2)



ENLARGED VIEW - PRELIMINARY
ENTRY CANOPY DESIGN

APPLICANT: 700 NORTH KINGSBURY L.L.C.
ADDRESS: 500-532 W. HUKON ST. ; 700-720 N. KINGSBURY ST. ;
501-535 W. SUPERIOR ST. ; 701-719 N. LARRABEE ST.
DATE: SEPTEMBER 30, 1997
REVISION:

*Reclassification Of Area Shown On Map Number 1-G.
(Application Number 12223)*

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 Number 1-G in the area bounded by:

the public alley next north of and parallel to West Hubbard Avenue; a line 175 feet east of and parallel to North Noble Street; West Hubbard Avenue; and a line 125 feet east of and parallel to North Noble Street,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 1-G.
(Application Number 12225)*

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 C3-3 Commercial-Manufacturing District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Washington Boulevard; North Throop Street; a line 114 feet south of West Washington Boulevard; and North Ada Street,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-K.
(Application Number 12256)

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 Number 1-K in the area bounded by:

West Washington Street; North Karlov Avenue; the next alley south of West Washington Street; and a line 101.48 feet west of and parallel to North Karlov Avenue,

to those of a B5-2 General Service District which 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 3-H.
(Application Number 12252)

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 Number 3-H in the area bounded by:

a line 277.80 feet east of North Wolcott Avenue, as measured at the northerly line of West Ellen Street and perpendicular thereto; West Ellen Street; and the alley next southerly of and parallel to North Wolcott 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-E.
(Application Number 12262)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map Number 4-E in the area bounded by:

a line 150 feet south of East Cullerton Street; South Calumet Avenue; 20 foot public alley; and a line 225 feet south of East Cullerton Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.
(Application Number 12239)

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 Number 5-G in the area bounded by:

a line 100 feet south of West Armitage Avenue; the alley next east of and parallel to North Sheffield Avenue; a line 124 feet south of West Armitage Avenue; and North Sheffield Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)
(Application Number 12167)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map Number 5-H in the area bounded by:

the north branch of the Chicago River; North Ashland Avenue; West Webster Avenue; and the easterly line of the right-of-way of the Chicago & Northwestern Railroad,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 12180)

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 Number 5-H in area bounded by:

a line perpendicular to North Milwaukee Avenue and 336 feet northwest of the west line of North Oakley Avenue at its intersection with and as measured along the northeast line of North Milwaukee Avenue; North Milwaukee Avenue; a line perpendicular to North Milwaukee Avenue and 556 feet northwest of the west line of North Oakley Avenue at its intersection with and as measured along the northeast line of North Milwaukee Avenue; the alley next northeast of and parallel to North Milwaukee 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 5-H.
(Application Number 12231)*

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 Number 5-H in area bounded by:

West Armitage Avenue; a line 48 feet east of the alley next of North Leavitt Street; the alley next south of West Armitage Avenue; and a line 24 feet east of the alley next east of North Leavitt Street,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 12238)

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 Number 5-H in the area bounded by:

the alley next north of and parallel to West Wabansia Avenue; a line 457 feet east of North Western Avenue; West Wabansia Avenue; and the alley next east of and parallel to North Western 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 5-K.
(Application Number 12235)

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 Number 5-K in the area bounded by:

West Cortland Street; a line 160.01 feet east of and parallel to North Kilbourn Avenue; the Chicago Milwaukee & St. Paul Railroad right-of-way; and North Kilbourn Avenue (extended),

to those of an M2-2 General Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-K.
(Application Number 12236)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 5-K in the area bounded by:

the alley next north of and parallel to West Armitage Avenue; a line 83.50 feet west of North Kildare Avenue; West Armitage Avenue; and a line 158.5 feet west of North Kildare Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-N.
(Application Number 12250)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District and M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 5-N in the area bounded by:

West Grand Avenue; a line 204.24 feet east of North Neva Avenue, as measured at the southerly right-of-way line of West Grand Avenue and parallel to North Neva Avenue; the alley next south of West Grand Avenue; and North Neva Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-I.
(Application Number 12254)

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 Number 8-I in the area bounded by:

the alley next north of and parallel to West 37th Place; South Washtenaw Avenue; West 37th Place; and a line 234.5 feet west of South Washtenaw 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 9-H.
(As Amended)
(Application Number 12229)

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 Number 9-H in the area bounded by:

West Melrose Avenue; North Paulina Avenue; the alley next south of West Melrose Avenue; and a line 245 feet east of and parallel to North Paulina Avenue (a parallel line 96 feet west of the north/south alley lying between North Paulina Avenue and North Lincoln Avenue),

to those of a B5-1 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 9-N.
(Application Number 12257)*

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 Number 9-N in the area bounded by:

West Grace Street; North Newland Avenue; a line 60 feet south of West Grace Street; and the alley next west of and parallel to North Newland 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 9-N.
(Application Number 12261)*

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 Number 9-N in the area bounded by:

a line 268.34 feet north of West Waveland Avenue; North Newcastle Avenue;
a line 180.67 feet north of West Waveland Avenue; and the alley next west of
and parallel to North Newcastle 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 9-N.
(As Amended)
(Application Number A-3836)

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 Number 9-N in the area bounded by:

West Irving Park Road; North Nottingham Avenue; the alley next south of and
parallel to West Irving Park Road; and a line 59.92 feet east of North Neva
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 10-G.
(Application Number 12233)*

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 and B5-2 General Service District symbols and indications as shown on Map Number 10-G in the area bounded by:

a line 300 feet south of and parallel to West 46th Street; the public alley next east of and parallel to South Ashland Avenue; the public alley next northeast of the intersection of South Ashland Avenue and South McDowell Avenue (or a line 217.28 feet northeast of the intersection of South Ashland Avenue and South McDowell Avenue); South McDowell Avenue; a line 142.3 feet northeast of the intersection of South Ashland Avenue and South McDowell Avenue (or a line 59.05 feet long starting at a point 142.3 feet long from the intersection of South Ashland Avenue and South McDowell Avenue ending at a point 49.05 feet east of the east line of South Ashland Avenue, measured from a point 400.02 feet south of West 46th Street); an east/west line 49.05 feet long starting at a point 400.02 feet south of West 46th Street and 49.05 feet east of the east line of South Ashland Avenue and ending at the east line of South Ashland Avenue; and South Ashland Avenue,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 12-K.
(Application Number A-3874)*

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 Number 12-K in the area bounded by:

a line 269.90 feet south of and parallel to West 52nd Street; South Kilbourn Avenue; a line 329.90 feet south of and parallel to West 52nd Street; and the alley next west of and parallel to South Kilbourn Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-N.
(Application Number 12244)

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 Number 12-N in the area bounded by:

the alley next north of and parallel to West Archer Avenue; a line 168.5 feet east of and parallel to South Neenah Avenue; West Archer Avenue; and a line 28.5 feet east of and parallel to South Neenah 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 13-H.
(Application Number 12246)

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 Number 13-H in the area bounded by:

West Foster Avenue; a line 112.50 feet east of and parallel to North Paulina Street; the public alley next south of and parallel to West Foster Avenue; and North Paulina Street,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-I.
(As Amended)
(Application Number 12227)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 16-I in the area bounded by:

the public alley next north of and parallel to West Marquette Road; a line 75 feet east of and parallel to South Kedzie Avenue; West Marquette Road; and South Kedzie Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 19-H.
(Application Number A-3842)

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 Number 19-H in the area bounded by:

a line 200 feet north of West Jarvis Avenue; the alley next east of and parallel to North Western Avenue; a line 150 feet north of West Jarvis Avenue; and North Western Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 20-H.
(As Amended)
(Application Number 12230)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 20-H in the area bounded by:

West 79th Street; South Damen Avenue; the alley next south of and parallel to west 79th Street; and a line 172 feet west of South Damen 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.

Action Deferred -- AMENDMENT OF CHICAGO ZONING
ORDINANCE BY RECLASSIFICATION OF AREAS
SHOWN ON MAP NUMBERS 1-I AND 3-I.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published.

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 13, 1998, 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 ten ordinances which were corrected and amended in their amended form. They are Application Numbers 12242, TAD-190, A-3836, 12229, 12167, 12185, 12198, 12260, 12230 and 12227.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move that this entire report be immediately passed because time is of the essence. In regards to Application Numbers 12240, and 12260, I, along with Alderman Ed Smith, move that those items be deferred and published.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12247 and 12248 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Said proposed ordinances transmitted with the foregoing committee report read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-I.
(Application Number 12240)

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 Number 1-I in the area bounded by:

the alley next north of West Huron Street; a line 218.7 feet east of and parallel to North Rockwell Street; West Huron Street; and a line 130.7 feet east of and parallel to North Rockwell Street,

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 3-I.
(As Amended)
(Application Number 12260)

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 Number 3-I in the area bounded by:

a line 120 feet north of West Division Street; a line 109.80 feet east of North Wolcott Avenue; a line 100 feet north of West Division Street; and North Wolcott 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.

JOINT COMMITTEE.**COMMITTEE ON POLICE AND FIRE.****COMMITTEE ON FINANCE.**

**RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT
WITH CHICAGO FIRE FIGHTERS UNION, LOCAL
NUMBER TWO, INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS.**

A Joint Committee, composed of the members of the Committee on Police and Fire and the members of the Committee on Finance, submitted the following report:

CHICAGO, January 14, 1998.

To the President and Members of the City Council:

Your Joint Committee on Committee on Police and Fire and Committee on Finance, having had under consideration an ordinance authorizing the ratification of a collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local Number 2, International Association of Fire Fighters, A.F.L. -- C.I.O. -- C.L.C., 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 seventeen members of the committee, with three dissenting votes.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Committee on Police and Fire,
Chairman.

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Holt, Beavers, Dixon, Balcer, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Zalewski, Solis, Ocasio, Burnett, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Stone -- 37.

Nays -- Aldermen Tillman, Preckwinkle, Shaw, Jones, Munoz, Chandler, E. Smith, Moore -- 8.

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

The following is said ordinance as passed:

WHEREAS, It is the intention of the City of Chicago to establish and promote harmonious understandings and relationships with the various unions, organizations and associations that represent the City's employees; and

WHEREAS, The City has concluded negotiation with the Chicago Fire Fighters Union, Local Number 2, International Association of Fire Fighters, A.F.L. -- C.I.O. -- C.L.C. (the "Union"), and desires to formalize its intent in written agreements with the Union; and

WHEREAS, The Union has accepted the agreement by a vote of its members; now, therefore,

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

SECTION 1. The collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local Number 2, International Association of Fire Fighters, A.F.L. -- C.I.O. -- C.L.C., in substantially the form attached hereto as Exhibit A, is hereby ratified. The Mayor is hereby authorized and directed to execute the agreement on behalf of the City of Chicago.

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

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

Exhibit "A".

Agreement

Between

The City Of Chicago

And The

Chicago Fire Fighters Union, Local Number 2

International Association Of Fire Fighters

A.F.L. -- C.I.O. -- C.L.C.

Effective July 1, 1995 Through June 30, 1999.

*Article I.**Preamble.*

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation, hereinafter referred to as the "Employer", and the Chicago Fire Fighters Union, Local Number 2 of the International Association of Fire Fighters, A.F.L. -- C.I.O -- C.L.C., hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement, and to promote intra-departmental efficiency and effectiveness.

*Article II.**Recognition.*

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the following employees, for the purpose of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment.

All full time uniformed members of the Chicago Fire Department below the ranks of Deputy District Chief and Assistant Deputy Chief Paramedic, excluding employees as specified in Appendix A. Such confidential employees shall be granted leaves from their bargaining unit assignments for the duration of their assignment as confidential employees, but shall be allowed to return to the bargaining unit after the termination of their assignment as confidential employees.

Article III.

Union Security.

Section 3.1 Maintenance of Membership and Payroll Deductions.

A. Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in the Union during the term of this Agreement by the timely payment of uniform membership fees, dues and other financial obligations.

B. During the term of this Agreement the Employer agrees to deduct each pay day union dues and other financial obligations in the amount certified to be current by the Secretary-Treasurer of the Union from the pay of the employees who are members of the Union covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union no later than thirty-five (35) days after the deduction is made by the Employer.

Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration date of the contract.

C. Should any employee covered by this Agreement, who is a member of the Union, become in arrears in his dues or other financial obligations to the Union, the Secretary-Treasurer of the Union shall so notify the Employer and the Employer shall immediately commence to treat any such employee as a fair share fee payer in accordance with Section 3.2.

Section 3.2 Fair Share Fee And Payroll Deductions.

Any present employee who is not a member of the Union and all employees hired on or after the effective date of this agreement and who have not made application for membership shall, commencing thirty (30) days after their employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and conditions of employment.

It is further agreed that upon compliance by the Union with requirements set

forth in the paragraph below, the Employer shall deduct from the earnings of present employees and newly-hired employees not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions (hereinafter the "fair share amount") from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and the pursuit of matters affecting wages, hours and other conditions of employment.

Before any fair share amounts are deducted from the wages of present employees or newly-hired employees, the Union shall submit the following to the Employer (i.e., to the person designated by the Employer) for its inspection: a copy of the notice the Union intends to distribute to non-member employees, which notice shall include: a) a summary of the major categories of Union expenses, together with an explanation of the formula for the calculation of the fair share fee; b) a statement that the summary has been verified by an independent auditor applying generally accepted accounting principles; c) a statement that a procedure exists by which fair share payers may challenge the amount of the fair share fee (which procedure shall include resolution of challenges by an impartial decision-maker) and an explanation of said procedure(s); and d) a statement that there exists an escrow account into which contested fees will be placed while non-members' challenges are pending.

If the notice does not contain the above-stated categories of items, the Employer will notify the Union in writing within thirty (30) days of receipt and shall not make deductions for non-members until the Union furnishes a substitute notice, which upon Employer review satisfies the above-stated format. Employer shall notify the Union of its review in writing within fifteen (15) days of receipt of the substitute notice. The Union shall be responsible for distribution of fair-share notices to non-members, including new hires, and the City will cause copies of the notice to be posted on employee bulletin boards at Chicago Fire Department facilities at which bargaining unit employees are regularly assigned. The fact of the publication of the notice will also be announced at a daily roll call on each of three (3) successive days subsequent to the publication of the notice. The Employer shall not under any circumstances guarantee the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures, as reflected in the aforesaid notice.

Section 3.3 Indemnity.

The Union shall indemnify and save the Employer harmless against any and

all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

Section 3.4 Union Business Leaves.

A. Upon thirty (30) days advance written notice the Employer agrees to grant a leave of absence for not more than three (3) years without pay to not more than two (2) employees who may be elected to a full-time Union position with the Local or International Union. While on such leave the employee shall not incur a break in continuous service. An employee on leave shall not be eligible for any other fringe benefits except for the specific pension provision applicable to the Union President under the State of Illinois Pension Code.

Effective January 1, 1998, in addition to the foregoing, three (3) employees covered by the Agreement shall, upon thirty (30) days written notice, be granted leave from their duties, but shall remain on the payroll, for the purpose of performing full-time duties on behalf of the Union. During such leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals.

B. Subject to the need for orderly scheduling and any emergency needs, and upon thirty (30) days advance written notice, the Employer agrees to release from work without loss of pay Union officials and representatives in order to attend bargaining sessions, membership meetings, executive board meetings, state conventions, national conventions, seminars, conferences or symposiums. It is provided, however, that this shall be limited to a maximum of two thousand four hundred (2,400) hours annually.

The Union shall supply the Employer with a list containing the names, Union office, rank and permanent assignment of all Union officials and representatives. Prior to any scheduled bargaining session, membership meeting or executive board meeting, the Union shall notify the Fire Department Director of Personnel, in writing, of the names of its officials or representatives requiring paid time off, and the anticipated length of the scheduled session or meeting. Union officials or representatives receiving paid time off to attend the session or meeting must return to work at the conclusion of said session or meeting.

C. One (1) person designated by the Union shall be released from work to attend sessions of the Illinois State Legislature as Legislative Representative under the following terms and conditions:

- (a) Said person must notify the Fire Commissioner or his designee, through channels, three (3) days in advance of his attendance at any such session.
- (b) Said person, upon request, shall promptly provide the Fire Commissioner with a report of the matters of interest considered by the legislature during the session attended.
- (c) If said person receives his authorized per diem allowance from the Union, his absence from work shall be without loss of pay.
- (d) The Union will provide the Fire Commissioner or his designee with satisfactory evidence concerning the payment of per diem allowance.

When needed, a second person designated by the Union shall be allowed to exchange work shifts and Daley Days to attend sessions of the Illinois State Legislature as Legislative Representative. Said person shall also comply with paragraphs (a) and (b) above, and shall further comply with the mechanics of Section 7.6C as it relates to the exchange of work shifts and Daley Days to the extent that 7.6C is not inconsistent with paragraphs (a) and (b) above, and such exchanges shall not be charged to exchanges in 7.6C.

Section 3.5 Distribution Of Contract.

The Union shall print and distribute a copy of this contract to all current members of the bargaining unit and any new members hired during the term of this contract. On request, copies of the contract may be furnished to the Fire Commissioner for distribution through the Department.

Section 3.6 Intra-Department Communications.

The Union may utilize the Departmental simulcast to communicate notice of scheduled Union meetings and special events, with the approval of the Fire Commissioner or his designee.

Section 3.7 Union Insignia.

Employees may wear the official Union insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a dime on the dress uniform and a quarter on the work uniform. On the dress uniform such insignia shall be centered one-quarter ($\frac{1}{4}$) inch above the member's name plate. On the work uniform such insignia shall be centered one and one-half ($1\frac{1}{2}$) inch above the member's right breast pocket.

Article IV.

Hours Of Work.

Section 4.1 Platoon Duty.

A. Bureaus of Fire Suppression and Rescue and Support Services.

Employees covered by this Agreement who work within the Bureaus of Fire Suppression and Rescue and Support Services shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2. The normal on duty tours of duty shall be twenty-four (24) consecutive hours on duty, starting at 8:00 A.M. and ending the following 8:00 A.M.; except, however, that the twenty-four (24) hours on duty for Battalion Chiefs and employees assigned as drivers to employees in the rank of Battalion Chief and above shall normally start between 7:00 A.M. and 7:30 A.M.. The normal on duty tour shall be followed by forty-eight (48) consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed forty-four and eight-tenths (44.8) hours per week. The average weekly hours shall normally be accomplished by scheduling every fifth (5th) on duty shift as a "Daley Day" off duty. Exceptions to the above may be made in special situations as described in subsection 4.1B.

B. Special Situations -- Bureaus of Fire Suppression and Rescue and Support Services.

Employees may be temporarily detailed from platoon duty to forty (40) hour duty and from forty (40) hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement

of the parties, and such agreement shall not be unreasonably withheld by the Union. Employees may be so detailed only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions and schedule when the training, special situation or emergency condition ceases to exist, or, if applicable, upon termination of any mutually agreed extension of a temporary detail beyond thirty (30) days. Such temporary details shall also be subject to the following conditions:

1. Details shall be on a voluntary basis according to seniority, except if there are not sufficient voluntary requests, then details will be implemented with the least senior employees; provided, however,
 - (a) training instructors shall only be detailed on a voluntary basis; and
 - (b) no employee shall be mandatorily detailed who has a previously scheduled furlough or administrative day in the first thirty (30) days of the detail. In the case of a detail which exceeds thirty (30) days, by mutual agreement as above provided, the employee will receive his furlough or administrative day in the mode of operation for the schedule to which he is detailed.
2. An employee detailed shall receive the appropriate rate of pay, but no less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the detail, such as assigned furlough or administrative day and forty-eight (48) hours off between shifts as set forth in Article IV shall not be modified except as provided above in subparagraph 1.

In the case of an employee detailed from platoon duty, any previously earned Daley Days shall be granted immediately upon the employee's return to platoon duty.
3. Detailed employees shall be slotted on to overtime lists by last date of rehire -- the District Chief and Union Steward or Business Agent shall consult.
4. Any employee detailed from a forty (40) hour duty schedule to platoon duty shall receive one fourth ($\frac{1}{4}$) of a Daley Day for each platoon shift worked.
5. No employee detail shall commence on a holiday, except when the Fire

Commissioner or Mayor determines and announces that an emergency exists.

6. No employee shall be so detailed for disciplinary reasons.

C. Bureau of Emergency Medical Services.

Employees covered by this Agreement who work within the Bureau of Emergency Medical Services (i.e. Paramedics, Paramedics in Charge, Ambulance Commanders and Field Officers) shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2. The normal on duty tours of duty shall be twenty-four (24) consecutive hours on duty, starting at 8:00 A.M. and ending the following 8:00 A.M.; except, however, that the twenty-four (24) hours on duty for Field Officers shall normally start between 7:00 A.M. and 7:30 A.M.. The normal on duty tour shall be followed by seventy-two (72) consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed forty-two (42) hours per week. The normal weekly work period shall be the seven (7) days from Sunday through Saturday consistent with the starting and ending times set forth in this subparagraph C. Exceptions to the above may be made in special situations as described in subsection 4.1D.

D. Special Situations -- Bureau of Emergency Medical Services.

Employees may be temporarily detailed from platoon duty to forty (40) hour duty and from forty (40) hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union. Employees may be so detailed only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions and schedule when the training, special situation or emergency condition ceases to exist or, if applicable, upon termination of any mutually agreed extension of a temporary detail beyond thirty (30) days. Such temporary details shall also be subject to the following conditions:

1. Details shall be on voluntary basis according to seniority, except if there are not sufficient voluntary requests, then details will be implemented with the least senior employees; provided, however,
 - a. training instructors shall only be detailed on a voluntary basis;

and

- b. no employee shall be mandatorily detailed who has a previously scheduled furlough or administrative day in the first (1st) thirty (30) days of the detail. In the case of a detail which exceeds thirty (30) days, by mutual agreement as above provided, the employee will receive his furlough or administrative day in the mode of operation for the schedule to which he is detailed.
2. An employee detailed shall receive the appropriate rate of pay, but no less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the detail, such as assigned furlough or administrative day and seventy-two (72) hours off between shifts as set forth in Article IV shall not be modified except as provided above in subparagraph 1. An employee shall be granted at least twenty-four (24) hours off duty before reporting to or returning from a detail between platoon duty and forty (40) hour duty.
3. Detailed employees shall be slotted on to overtime lists by last date of rehire -- the District Commander and Union Steward of Business Agent shall consult.
4. No employee detail shall commence on a holiday; except when the Fire Commissioner or Mayor determines and announces that an emergency exists.
5. No employee shall be so detailed for disciplinary reasons.

Section 4.2 40 Hour Employees.

A. Employees within the Bureaus of Administrative Services, and Emergency Medical Services, and other bureaus listed in Section 4.1 who are not on platoon duty, shall work a normal work week consisting of eight (8) consecutive hours, Monday through Friday. Exceptions to the normal work week shall be consistent with past practice.

B. Employees assigned to the Bureau of Fire Prevention shall normally work eight (8) consecutive hours five (5) days per calendar week. The calendar week shall commence on Monday, and the normal work week is Monday through Friday. However, when an employee is scheduled Tuesday through Saturday or Wednesday through Sunday, as indicated in subparagraph B1, and that employee is scheduled to work Monday through Friday of the succeeding week, such is permissible with the proviso that in all circumstances employees must receive four (4) days off during such a fourteen (14) day period, whether before

or after, or both before and after, the ten (10) consecutive work days.

1. Each employee will be subject to work Saturdays and Sundays as part of their normal work week, a maximum of four (4) out of fifty-two (52) weeks per year.

This weekend work assignment would consist of two (2) eight (8) hour periods within the 1,800 hours Friday to 2,400 hours on Sunday time period.

Example:

Sunday -- Off

Monday -- Off

Tuesday -- 0800 to 1630 hours

Wednesday -- 0800 to 1630 hours

Thursday -- 0800 to 1630 hours

Friday -- 2000 to Saturday 0400 hours

Saturday -- 2000 to Sunday 0400 hours

2. At the discretion of the Deputy Fire Commissioner, employees will be exempt from this scheduling for the positions listed below:

Exit and Fire Alarm

License

Computer

Aide to the Commissioner

Messenger

Mailing Service

Six (6) Area Office Clerks

Gas Leak Men

A list of the members exempt from the scheduling will be presented to the Union and kept current as changes occur.

3. Procedure for establishing this Weekend Work Status List:

A list of the fifty-two (52) weekends per year will be sent to each affected member who will choose the weekends he wishes to be available for work. Employees shall be assigned to the four (4) weekend work periods using seniority as the criteria. Ten (10) employees will be chosen for each weekend tour.

4. Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during the Monday through Sunday work week. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one (1) hour at one-half ($\frac{1}{2}$) time hourly rate for each hour, or any portion thereof, less than such ten (10) hours.

For all time, consisting of fifteen (15) minutes or more beyond the normal shift, employees also shall be compensated at the applicable overtime rate.

Employees will not be required to work with less than eight (8) hours off between shift assignments unless a bonafide operational need exists.

Section 4.3 Break Periods -- Meal Periods.

A. The forty (40) hour employee's work schedule shall provide for a fifteen (15) minute paid break period during each one-half ($\frac{1}{2}$) shift. The break period shall be scheduled approximately at the middle of each one-half ($\frac{1}{2}$) shift whenever this is feasible. All forty (40) hour employees shall also be granted a paid lunch period of not to exceed one hour during each work shift. Whenever feasible, the lunch period shall be scheduled approximately at the middle of each shift.

B. Any forty (40) hour employee who for any reason works two (2) hours beyond his/her regular quitting time shall be entitled to a third fifteen (15) minute paid break period.

Section 4.4 Overtime Definition.

Employees authorized to work any time on duty in addition to the normal shifts as defined in this article shall be considered as working overtime hours, subject to the overtime rate provisions of this Agreement.

Compensation shall not be paid more than once for the same hours worked under any provisions of this article or Agreement.

Section 4.5 Altered Work Hours.

Employees on a voluntary basis may be assigned or detailed as instructors to the Academy, and if so shall be paid at their next higher pay grade.

Instructors and other employees assigned or detailed to the Academy may, for the purpose of facilitating training or special duty, be scheduled to work Saturday or Sunday instead of the normal five (5) day work week, or they may have their normal daily work hours altered, but not to exceed the total number of eight (8) consecutive hours in any one (1) day.

Consistent with the agreed practice in the Fire Prevention Bureau, if a recognized holiday is observed under Section 7.2A on a day other than the scheduled work day of an employee assigned or detailed to the Academy, that employee's next scheduled work day shall be considered that employee's recognized holiday and treated as such under Section 7.2B.

Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during a Monday through Sunday work week. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one (1) hour at one-half ($\frac{1}{2}$) times their hourly rate for each hour or any portion thereof less than such ten (10) hours. For all times consisting of fifteen (15) minutes or more beyond their normal shift, employees shall be compensated at the applicable overtime rate.

This Section 4.5 shall not apply to employees in the platoon mode.

Article V.

Wages And Rates Of Pay.

Section 5.1 Annual Salary Schedule.

A. Effective July 1, 1995, the annual salaries of the members of the bargaining

unit shall be paid pursuant to the salary schedule attached hereto and made part of this Agreement and identified as Appendix B.

B. (a) The following wage changes will be instituted:

1. Effective July 1, 1995, a 1.5% increase.
2. Effective January 1, 1996, a 1.5% increase.
3. Effective July 1, 1996, a 1.5% increase.
4. Effective January 1, 1997, a 3.5% increase.
5. Effective January 1, 1998, a 3.75% increase.
6. Effective January 1, 1999, a 2.25% increase.

(b) The increases will be retroactive to the dates specified and be applicable to all salary related items. Retroactivity for these increases will be applicable to all persons on the payroll at any time from and after July 1, 1995.

C. Wages and Insurance Protection. During the period of this Agreement should the bargaining unit of sworn police officers below the rank of sergeant recognized by the City of Chicago, or the police sergeants unit recognized by the City of Chicago, or the police lieutenants unit recognized by the City of Chicago, or the police captains unit recognized by the City of Chicago, or any other bargaining unit recognized by the City of Chicago receive a lump sum payment or a percentage salary or wage increase in excess of that set forth herein or receive improvements in step and/or longevity pay schedules (other than when a particular job function has been reclassified), the City shall grant Local 2 bargaining unit members in comparable ranks increases equivalent to those, and/or any of those, granted to any other such bargaining unit or police unit over the same time period, and increases to other Local 2 unit members sufficient so that the lump sum or percentage of salary or wage differences between classifications and ranks in Local 2's unit be maintained at no less than existed before the increases.

It is further agreed that any improvements in insurance coverage and/or benefits greater than those provided in this Agreement that are granted to the bargaining unit of sworn police officers below the rank of sergeant recognized by the City of Chicago or any other bargaining unit recognized by the City of Chicago, or the police sergeants unit recognized by the City of Chicago, the

police lieutenants unit recognized by the City of Chicago and/or the police captains unit recognized by the City of Chicago, whether in Health and Welfare Medical Care, Dental, Optical, Life or A.D.& D. shall also be made effective for the bargaining unit represented by Local 2.

This provision is for the purpose, among others, of maintaining, on behalf of Local 2 represented employees, no less than historical parity between the two (2) groups of sworn employees.

D. Paychecks shall normally be due and payable to employees at 0800 at their work place on the established pay dates of the first (1st) and sixteenth (16th) of each month. If the paychecks are available to the District Chiefs for earlier distribution, they shall not be unreasonably withheld.

Premium pay for any overtime or holiday work shall be received by the employee on the pay date for the pay period following the period in which such work was performed, but in no event later than the second (2nd) pay period following the period in which such work was performed, except for E.M.S. platoon employees no later than the third (3rd) pay period following the period in which such work was performed.

Section 5.2 Straight-Time Hourly Rate.

The regular straight-time and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary by two thousand two hundred seventy-seven and six-tenths (2,277.6) for the twenty-four (24) hour shift employees, and by two thousand eighty (2,080) for the eight (8) hour shift employees.

Effective January 4, 1995, for purposes of determining and computing the regular straight-time and basic hourly rate for Emergency Medical Services twenty-four (24) hour shift employees, the annual hours are two thousand one hundred thirty-two (2,132).

Effective January 1, 1997, the regular straight-time and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary by two thousand one hundred thirty-two (2,132) for the twenty-four (24) hour shift employees and by two thousand eighty (2,080) for the eight (8) hour shift employees.

Section 5.3 Overtime Rate.

Employees shall receive overtime pay at the rate of time and one-half for all

work performed beyond their regularly scheduled hours consisting of fifteen (15) minutes or more. Such employees shall receive pay at the overtime rate for one-half (½) hour. Work consisting of more than one-half (½) hour shall be paid in one-half (½) hour increments. The City's managerial rights to make and enforce rules regarding employee lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

Section 5.4 Recall.

A. Employees recalled to duty shall receive a minimum of four (4) hours pay at the overtime rate.

B. Employees who are recalled to duty after 0700 hours on the day to be worked shall receive a minimum of five (5) hours pay at the overtime rate.

Section 5.5 Longevity Pay.

The Employer agrees to pay longevity pay in accordance with the salary schedule attached hereto and made a part of this Agreement and identified as Appendix B. Effective July 1, 1995, longevity pay shall be increased to a four percent (4%) differential for F.1 at Steps 10 and 11.

Section 5.6 Holdover.

Employees may be held over for a maximum of four (4) hours to work beyond their regular shift to cover unexpected and unscheduled manpower shortages. A platoon employee being held over may secure a substitute to work for him from other employees within the District on his shift and of the same rank. He may use the marshal line for this purpose, subject to approval of the Company Officer. Where the shortage is in the rank of Fire Fighter, the Fire Fighter with the least seniority shall be held over unless a more senior Fire Fighter volunteers. Employees held over fifteen (15) minutes or more shall be paid in accordance with Section 5.3 of this Agreement. Administration of this provision shall be consistent with the application of Sections 9.2 and 16.3 of this Agreement.

Section 5.7 Duty Availability Pay.

Effective October 1, 1994, all employees, except E.M.S. employees assigned to platoon duty, shall earn duty availability pay in the amount of Four Hundred Fifty-five Dollars (\$455) each quarter. For each month, or any portion thereof,

the employee shall be paid one-third ($\frac{1}{3}$) of the payment for that quarter. The first (1st) payment shall be made January, 1995, and each April, July, October and January thereafter by the end of the applicable month.

The quarterly payment amounts for all employees, except E.M.S. employees assigned to platoon duty, shall be increased to the following amounts on the dates specified:

Effective Payment Date	Amount Per Quarter
January, 1997	\$505
January, 1998	\$555

Effective October 1, 1996 E.M.S. employees assigned to platoon duty shall earn duty availability pay in the amount of One Hundred Twelve and 50/100 Dollars (\$112.50) for each quarter. For each month or any portion thereof, the employee shall be paid one-third ($\frac{1}{3}$) of the payment for that quarter. The first (1st) payment shall be made January, 1997 and each April, July, October and January thereafter, by the end of the applicable month. These quarterly payment amounts for E.M.S. employees assigned to platoon duty shall be increased to the following amount on the date specified:

Effective Payment Date	Amount Per Quarter
January, 1998	\$150

Article VI.

Entire Agreement.

Section A. Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining (except as provided for in the

Grievance Procedure) for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section B. Prevailing Rights.

The following rights, privileges and benefits enjoyed by employees prior to February 13, 1980 will be maintained for the duration of this Agreement and shall not be diminished, modified or eliminated during the term of this Agreement unless changed by mutual written consent.

1. Employee Assistance Program.

The Department has historically maintained an Employee Assistance Program to assist employees who may suffer from alcoholism, drug dependency, or other illnesses which should be treated. It is understood that alcoholism or drug dependency in and of themselves shall not be the basis for discipline; however, if coupled with deteriorating and impaired job performance, they may be the basis for discipline. The Department shall continue to maintain such an Employee Assistance Program though changes may be necessary to incorporate new knowledge in the field, as has been done in the past.

The above is not intended to detract from the provisions of General Order Number 87-008 dated February 1, 1987, but to supplement the same with a commitment towards intervention and rehabilitation through cooperative efforts of counselors in the Employee Assistance Program of the Union and the Department.

It is provided, however, that probationary employees shall not be eligible to participate in the Department's Employee Assistance Program, and any probationary employee who tests positive in violation of General Order Number 87-008 shall not be entitled to a supplemental (last chance) agreement and shall be terminated.

2. Athletic Facilities.

Off duty employees shall be permitted use of Fire Department athletic facilities subject to reasonable departmental policies regarding time of use and conduct. It is understood that an injury caused by such use by off duty employees shall be considered a non-duty injury.

3. Newly Promoted.

The City will assign, as needed, newly promoted Lieutenants to the Fire Prevention Bureau at the discretion of the Fire Commissioner.

4. Lockers.

The Chicago Fire Department shall continue to provide locker space to all employees on platoon duty in the Bureau of Fire Suppression and Rescue and Emergency Medical Services for the purpose of securing personal belongings and as a closet for dress uniforms, extra work clothes and civilian dress. Subject to the availability of lockers, platoon relief and detailed personnel and employees other than those assigned to the Bureau of Fire Suppression and Rescue and Emergency Medical Services may be allowed use of lockers with the approval of the District Chief/Director.

5. Furnishing of Fire House.

For each Fire House the City will furnish one (1) stove, one (1) refrigerator, kitchen table(s), chairs, desk(s), as well as sufficient beds, mattresses, pillows and blankets for each on duty employee. These items will be identified with inventory control numbers and/or accounted for on an inventory sheet. Only these identified items will be replaced when necessary at the City's discretion.

6. Training Instructor Incentive Pay.

An employee who is assigned to the Fire Academy as a Training Instructor shall be paid at the next higher pay grade and at the employee's current pay step for the time that the employee is so assigned. However, a Battalion Chief so assigned who is at Step 10 or 11 shall be paid at the highest step of grade F7; a Battalion Chief at Step 7, 8 or 9 shall be paid at the next to highest step of grade F7; and Battalion Chiefs at Steps 1 through 6 shall be paid at the 3rd from highest step of grade F7. The employee shall return to his/her current career service pay grade and step as soon as the employee's assignment as Training Instructor has ended.

7. Pro-rata Vacations -- New Employees.

Anything to the contrary notwithstanding, a newly hired employee shall be eligible for and receive a pro-rata vacation in the year following the year in which the employee is hired. For each month of service, or any portion thereof, the employee shall accrue furlough time pursuant to Section 7.1. However, a new employee not successfully completing academy training shall not be eligible for this pro-rata vacation benefit.

8. No Docking of Pay of Employees Taking Promotion Examinations.

No employee who otherwise would be on duty shall be docked for time spent taking a promotional examination. During the period involved, the provisions of Section 16.3 and Section 16.4 with respect to minimum manning as well as acting out of classification shall be waived.

Article VII.

Paid Leaves Of Absence.

Section 7.1 Vacations.

A. Eligibility and Allowance.

1. Every employee shall be eligible for paid vacation after completion of one (1) year of service. However, employees shall start to earn their vacation allowance as of their date of hire. Platoon and forty (40) hour employees shall accrue pro-rata vacation for each month of service or any portion thereof, in

each year in accordance with Section 7.1A2 (a), (b) and (c).

2. Eligible employees shall be granted an annual paid vacation as follows:

- (a) Forty (40) hour employees -- five (5) weeks. After completion of ten (10) years of service or more prior to July 1st -- six (6) weeks for that calendar year.

Forty (40) hour employees shall receive an additional day of paid vacation for any holiday which falls during a vacation.

- (b) Platoon employees (except for the Bureau of Emergency Medical Services -- twelve (12) duty days; effective January 1, 1997, thirteen (13) duty days upon completion of twenty-five (25) years of service or more prior to July 1 of that calendar year.

- (c) Platoon employees -- Bureau of Emergency Medical Services:

Years Of Service	Number Of Vacation Duty Days
After 1 Year	3 days
After 5 Years	6 days
After 15 Years	9 days

After completing one (1), five (5) or fifteen (15) years of service or more prior to July 1, the employee shall receive the vacation set forth above for the calendar year.

3. In order to insure that all platoon employees (except E.M.S. platoon employees) receive their twelve (12) duty days off, all such employees shall receive three (3) furlough periods; and each furlough period shall include four (4) duty days; additionally, effective January 1, 1997, those employees entitled to thirteen (13) duty days (as provided in subsection 2(b) above) shall receive an additional furlough period which shall include one (1) duty day.

4. Effective January 1, 1995, for E.M.S. platoon employees each vacation period shall include three (3) duty days. Effective January 1, 1997, for E.M.S. platoon employees each vacation period shall consist of one (1) duty day, and on the basis of seniority and rank such employees shall select and be assigned all

vacation duty days to which the employee is entitled.

5. Consistent with current department pay practices for platoon (except for Bureau of Emergency Medical Services) employees one (1) duty day is the equivalent of three (3) calendar days and for forty (40) hour employees one (1) duty day is the equivalent of one calendar day. When a day is set forth in the agreement, the day means a duty day consistent with the above.

B. Selection of Vacation Periods.

Effective October 1, 1994, selection of vacation periods commencing in 1995 shall be in accordance with the Fire Department schedule(s) establishing the annual furlough periods for uniformed personnel. It is provided, however, that employees shall select and be assigned all furlough picks on one (1) selection sheet. In accordance with the schedule(s), employees shall select their furloughs within their respective Bureau, Division, District, Platoon, Daley Day and Classification, by seniority except Captains and Lieutenants shall pick together by seniority and P.I.C.'s and Ambulance Commanders shall pick together by seniority, provided, however, that employees assigned to O'Hare Airport and employees assigned to Midway Airport (except for E.M.S. and Battalion Chief employees so assigned), together will select their furloughs within these assignments, by platoon and Daley Day, using seniority as the criterion.

C. Vacation Benefits Upon Termination.

1. Any employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Fire Fighter) shall be compensated at the employee's regular salary rate at the time of separation, for all unused vacation duty days accumulated, including those vacation duty days accumulated in the year of separation, on a pro-rata basis. Vacation time shall not accumulate from year to year except as provided herein. For E.M.S. employees effective January 1, 1995, the employee shall be compensated at the employee's straight time and basic hourly rate of pay. Effective January 1, 1997, all employees shall be compensated at the employees straight time and basic hourly rate of pay.

2. An employee who is separated from service by reason of retirement following a sick or injury leave shall receive a vacation benefit as follows:

- (a) If the sick or injury leave was a result of a duty connected injury, illness or disability, or determined to be an occupational disability or duty disability following retirement, the employee shall be

compensated at the salary rate which was applicable for all unused vacation duty days accumulated, including vacation days accumulated during such sick or injury leave. For E.M.S. employees effective January 1, 1995, the employee shall be compensated at the employee's straight time and basic hourly rate of pay. Effective January 1, 1997, all employees shall be compensated at the employee's straight time and basic hourly rate of pay.

- (b) If, however, the sick or injury leave was a result of a non-duty connected injury, illness, or disability, or determined to be other than a duty disability or occupational disability following retirement, the employee shall be compensated at the salary rate which was applicable for all unused vacation duty days accumulated, prior to such sick or injury leave. For E.M.S. employees effective January 1, 1995, the employee shall be compensated at the employee's straight time and basic hourly rate of pay. Effective January 1, 1997, all employees shall be compensated at the employees straight time and basic hourly rate of pay.

3. Effective January 1, 1997, an employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Fire Fighter) after twenty (20) years of service or more shall be compensated an additional amount equivalent to four (4) vacation duty days, if a platoon employee, at the employee's straight time and basic hourly rate of pay, and if a forty (40) hour employee, an additional amount equivalent to twelve (12) eight (8) hour vacation duty days at the employee's straight time and basic hourly rate of pay.

D. Vacations Upon Return to Duty from Sick Leave or Injury Leave.

1. An employee who returns to duty after a sick or injury leave, provided such leave was a result of a duty connected injury, illness or disability, shall receive paid vacation for all unused vacation duty days accumulated before and during such leave; and

2. An employee who returns to duty after a sick or injury leave, when such leave was a result of a non-duty connected injury, illness or disability, (a) shall not receive paid vacation for unused vacation days accumulated before such leave and which are scheduled and fall during such leave, but (b) shall receive paid vacation for unused vacation duty days, which are scheduled after the leave and shall receive paid vacation for vacation earned during such leave.

Section 7.2 Paid Holidays.

A. Recognized Holidays.

The following holidays are those which shall be recognized and observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Casimir Pulaski Day	Christmas Day
Memorial Day	Flag Day (June 14 th)*
Independence Day	

Holidays will be observed on the day designated by the City for observance.

B. Forty (40) Hour Employees.

An employee scheduled to work an eight (8) hour day, forty (40) hour week schedule, will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled work days immediately preceding and immediately following the holiday.

A forty (40) hour employee who works on a recognized holiday shall be paid time and one-half for all hours worked in addition to his regular pay (i.e. one and one half (1 ½) times the employee's hourly rate of pay plus his/her regular pay).

*Effective January 1, 1997, Flag Day (June 14th) for platoon employees and the second Friday in June for all forty (40) hour employees.

C. Platoon Employees -- Fire Suppression and Rescue.

1. Working as Regularly Scheduled on Holiday.

Platoon employees who work as regularly scheduled on any of the thirteen (13) recognized holidays shall be paid double time for all hours worked (i.e., at the straight time hourly rate of pay for all hours worked plus regular pay). For platoon employees, only such employees who work the shift beginning at 8:00 A.M. on the day the holiday is observed shall be considered as working on the holiday.

2. Holiday on Furlough.

If a holiday falls on one of the twelve (12) furlough days of any platoon employee, he shall be paid for that day as if he had worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight time hourly rate of pay in addition to his regular furlough pay).

3. Holiday on Daley Day.

If a holiday falls on a Daley Day of a platoon employee who does not work on that day, the employee shall be paid for that day as if he had worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight time hourly rate of pay in addition to his regular pay).

4. Medical Roll (Medical Status) Holiday.

Platoon employees on the medical roll (medical status) shall be paid twenty-four (24) hours of holiday pay when a holiday falls on their Daley Day, and, effective July 1, 1994, those platoon employees on the medical roll (medical status) because of duty related injury shall receive twenty-four (24) hours of holiday pay when a holiday falls on their regularly scheduled work day.

5. Rehire on a Holiday/Daley Day.

Platoon employees rehired on a Daley Day which is a holiday shall receive twenty-four (24) hours of holiday pay plus time and one-half (1 ½) for all hours worked. Thus, an employee who works the entire twenty-four (24) hour shift shall receive total compensation of sixty (60) hours pay (twenty-four (24) hours holiday pay plus thirty-six (36) hours pay). If relieved of rehire before the end of the shift, the employee shall receive twenty-four (24) hours of holiday pay

plus time and one-half for hours worked (with minimum recall guarantee).

6. Rehire on Off-Shift/Holiday.

Platoon employees rehired on an off-shift (not a Daley Day) which is a holiday shall receive forty-eight (48) hours of pay as compensation, assuming the employee works the entire twenty-four (24) hour shift. If the employee is relieved of rehire before conclusion of the shift, the employee shall receive twice the hourly rate of pay for each hour worked (with minimum recall guarantee).

7. Duty Lay-up on Holiday.

Platoon employees working on a holiday who are relieved because of an injury on duty or duty related illness shall receive holiday pay as set forth below:

- (a) if it is a regularly scheduled work day, the employee shall receive twenty-four (24) hours pay in addition to regular pay;
- (b) if it is the employee's Daley Day, the employee shall receive twenty-four (24) hours holiday pay plus one and one-half (1½) times the hourly rate of pay for each hour the employee was scheduled to work;
- (c) if it is an off-shift day (not a Daley Day), the employee shall receive twice the hourly rate of pay for each hour the employee was scheduled to work.

8. Non-Duty Lay-Up/Holiday.

A platoon employee working on a holiday who is relieved because of a non-duty illness shall receive holiday pay for hours worked (with minimum recall guarantee) except if working a Daley Day the employee shall receive twenty-four (24) hours holiday pay plus time and one-half for hours worked (with minimum recall guarantee).

9. Drug-Alcohol Test/Holiday.

A platoon employee working on a holiday who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order) shall receive full pay as provided in subparagraph 7 above if the test results are negative. But if the

test results are positive, then the employee will only receive holiday pay for hours worked (with minimum recall guarantee).

10. Military Leave/Holiday.

Platoon employees on a paid military leave of absence shall receive twenty-four (24) hours of holiday pay if the holiday falls on their scheduled work day and is within either the fourteen (14) or fifteen (15) day calendar period set forth in contract Section 7.4, and platoon employees shall receive twenty-four (24) hours of holiday pay if a holiday falls on their Daley Day during such military leave.

D. Platoon Employees -- Bureau of Emergency Medical Services.

1. Working as Regularly Scheduled on Holiday.

Platoon employees who work as regularly scheduled on any of the thirteen (13) recognized holidays shall be paid double time for all hours worked (i.e., at the straight-time hourly rate of pay for all hours worked plus regular pay). For platoon employees, those employees who work the shift beginning at 8:00 A.M. on the day the holiday is observed shall be considered as working on the holiday, and those employees who work on the preceding shift between the hours of Midnight and 8:00 A.M., inclusive, shall also be considered as working on the holiday for that eight (8) hour period (i.e., one (1) duty day, twenty-four (24) hours of pay at the straight-time hourly rate of pay in addition to regular pay for those employees whose shift begins at 8:00 A.M. on the day the holiday is observed, and for those employees who would have worked from Midnight to 8:00 A.M. on the shift preceding the holiday, eight (8) hours of pay at the straight time hourly rate of pay in addition to regular pay).

2. Holiday on Furlough.

If a holiday falls on one (1) of the furlough days of any platoon employee, he shall be paid for that day as if he worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight time hourly rate of pay in addition to his regular furlough pay for those employees whose shift begins at 8:00 A.M. on the day the holiday is observed, and for those employees who would have worked from Midnight to 8:00 A.M. on the shift preceding the holiday, eight (8) hours of pay, at the straight time hourly rate of pay in addition to regular furlough pay).

3. Medical Roll (Medical Status) Holiday.

Platoon employees on the medical roll (medical status) because of a duty related injury shall receive twenty-four (24) hours of holiday pay when a holiday falls on their regularly scheduled work day, and platoon employees on the medical roll (medical status) because of a duty related injury shall receive eight (8) hours of holiday pay when their regularly scheduled work day immediately precedes the holiday.

4. Rehire on a Holiday/Off Shift Day.

Employees rehired pursuant to Section 9.2 on a day which is a holiday shall receive twenty-four (24) hours of holiday pay plus time and one-half (1½) for all hours worked. Thus, an employee who works the entire shift shall receive total compensation of sixty (60) hours pay (twenty-four (24) hours holiday pay plus thirty-six (36) hours pay). If relieved of rehire before the end of the shift, the employee shall receive twenty-four (24) hours of holiday pay plus time and one-half (1½) for all hours worked (with minimum recall guarantee). Employees on rehire pursuant to Section 9.2 and working from Midnight to 8:00 A.M. on the shift preceding the holiday shall receive eight (8) hours of holiday pay plus time and one-half (1½) for all hours worked (with minimum recall guaranteed).

5. Duty Lay-up on Holiday.

Platoon employees working on the shift beginning at 8:00 A.M. on the day the holiday is observed, and those employees working on the shift immediately preceding the holiday, who are relieved because of an injury on duty or duty related illness shall receive holiday pay as set forth below:

- (a) if it is a regularly scheduled work day, the employee whose shift begins at 8:00 A.M. the day the holiday is observed shall receive twenty-four (24) hours of pay in addition to regular pay, and the employee whose shift immediately precedes the holiday shall receive eight (8) hours of pay in addition to regular pay;
- (b) if the employee is rehired pursuant to Section 9.2 on the shift which begins at 8:00 A.M. on the day the holiday is observed, the employee shall receive twenty-four (24) hours of holiday pay plus one and one half (1½) times the hourly rate of pay for each hour the employee was scheduled to work, and the employee rehired pursuant to Section 9.2 whose shift immediately precedes the

holiday shall receive eight (8) hours of holiday plus one and one-half (1½) times the hourly rate of pay for each hour the employee was scheduled to work.

6. Non-Duty Lay-up/Holiday.

A platoon employee working on the shift beginning at 8:00 A.M. on the day the holiday is observed who is relieved because of a non-duty illness shall receive holiday pay for hours worked (with minimum recall guarantee), and a platoon employee working on the shift immediately preceding the holiday and who is relieved because of a non-duty illness shall receive holiday pay for hours worked between Midnight and 8:00 A.M. (with minimum recall guarantee).

7. Drug-Alcohol Test/Holiday.

A platoon employee working on the shift beginning at 8:00 A.M. on the day the holiday is observed and who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order), and a platoon employee working on the shift beginning immediately preceding the holiday who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order) shall receive full pay as provided in subparagraph 7 above if the test results are negative. But if the test results are positive, then the employee will only receive holiday pay for hours worked (with minimum recall guarantee). Holiday pay for employees working on the shift which begins at 8:00 A.M. on the day the holiday is observed is for all hours on that shift. Holiday pay for employees working on the shift immediately preceding the holiday is only for hours between Midnight and 8:00 A.M.

8. Military Leave/Holiday.

A platoon employee on a paid military leave of absence shall receive twenty-four (24) hours of holiday pay if his scheduled work day begins at 8:00 A.M. on the day the holiday is observed and eight (8) hours of holiday pay if his scheduled work day immediately precedes the holiday and such scheduled work day is within either the fourteenth (14th) or fifteenth (15th) calendar period set forth in contract Section 7.4.

Section 7.3 Sick And Injury Leave.

Any member of the Fire Department receiving any injury on duty or duty

related disability so as to prevent him from attending to his duties as such member of the Fire Department shall, for the duration of twelve (12) months, providing his disability shall last that time, or for such portion of twelve months as such disability or sickness shall continue to receive full pay and benefits; and such disability shall not be considered as rendering necessary his retirement from service in the Fire Department during such period. The fact of such disability, its nature or cause of his injury, and its duration shall be certified to by the Department physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner. Any employee absent from work on account of a non-duty injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner.

In the event a dispute arises as to the disability of the member, or the nature or cause of his injury, such dispute shall be referred to the Grievance Procedure under Article X.

Any member of the Fire Department who is receiving his usual City salary while on disability is prohibited from engaging in any employment other than with the Fire Department. Any member found to be in violation of this section shall be subject to the loss of his salary from the Fire Department while an employee.

No member of the Fire Department who is on the pension roll, or who is receiving any benefit from the pension fund by reason of any such disability or injury, shall be entitled to receive any part of his salary during such time as he shall remain on pension roll or receives any benefits therefrom.

The Employer further agrees to pay all hospital and medical costs of an employee incurring a duty connected injury, illness or disability.

Section 7.4 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend

a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.5 Funeral And Bereavement Leave.

A. In the event of a death in the immediate family of an employee, the employee shall be granted three (3) consecutive calendar days off without loss of pay. The immediate family is defined as the employee's spouse, parents, children (including step and half), brother (including step and half), sister (including step and half), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, current step parents and brother-in-law and sister-in-law, except that for brother-in-law and sister-in-law the benefit shall be for the day of the funeral only.

B. In the event of death of a domestic partner, the employee shall be granted three (3) consecutive days of leave with pay following the death provided that the employee has registered the name of the employee's domestic partner with the Department of Personnel.

Domestic partners are defined as two (2) persons regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six (6) months; are each eighteen (18) years of age or older, not married to anyone, not related by blood closer than would bar marriage in the State of Illinois, and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities.

C. When an employee is entitled to bereavement leave pursuant to Section 7.5A or 7.5B above, and when death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive calendar days (but which for platoon employees shall include no more than one working day). For purposes of this Section 7.5C, those states contiguous to the State of Illinois are: Missouri, Iowa, Wisconsin, Indiana, Kentucky and Michigan.

Section 7.6. Administrative Days -- Trades And Exchanges.

A. Administrative Days.

Forty (40) hour employees shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option. Administrative Days will be used (or paid for) each calendar year and will not be carried over.

B. The following shall implement the preceding paragraph:

1. Administrative Days off may be requested and shall be scheduled on a quarterly basis (January -- March, April -- June, July -- September, October -- December). Employees, however, may request, and upon Department approval, receive up to: two (2) scheduled days off in the first (1st) quarter (January -- March); three (3) scheduled days off in the second quarter (April -- June); and four (4) scheduled days off in the third (3rd) quarter (July -- September).

2. Requests for Administrative Days off shall be given to the appropriate superior no later than ten (10) business days prior to the day desired. The Department within three (3) business days of the request shall approve the request provided such will not interfere with efficient operations as reasonably determined by the Deputy Commissioner or his designee. Seniority, although not determinative, shall be considered in granting Administrative Days.

3. A platoon employee who permanently transfers to forty (40) hour duty shall be entitled to and may schedule one (1) Administrative Day off in the quarter in which the employee transfers to forty (40) hour duty and one (1) Administrative Day off thereafter in each quarter or any portion thereof in which the employee works in the forty (40) hour mode. Such employee is entitled to schedule Administrative Days off and/or to receive pay in lieu thereof as provided in this section.

4. An employee detailed on a temporary basis to a forty (40) hour position is entitled to receive one (1) Administrative Day off or pay in lieu thereof for each continuous three (3) months on detail. Short term details of less than three (3) months would not entitle an employee to an Administrative Day off or pay in lieu thereof. Detailed employees will not be subject to quarterly scheduling or accrual as stated above.

5. An employee may request pay in lieu of an Administrative Day off in accordance with the schedule set forth in paragraph I (i.e., up to two (2) days

pay in the first quarter, etc.) such request shall be given to the appropriate supervisor no later than ten (10) business days prior to the last day of the quarter in which the request is made. When such timely request is made, the employee will be paid by the end of the second (2nd) pay period following the last day of the quarter in which the request is made. Said payment will be at the pay rate in effect at the time the payment is made.

6. If an employee does not request pay or receive an Administrative Day off in any given quarter and does not request pay or receive that accrued Administrative Day off in any subsequent quarter of that year, he will be paid for that day by February 15th of the following year or at separation from the Department. Said payment will be at the pay rate in effect at the time the payment is made. Effective January 1, 1997, payments provided in this Section 7.6B shall be at the hourly rate of pay in effect at the time payment is made.

7. If an employee receives pay in lieu of an Administrative Day but does not subsequently accrue said Administrative Day as a result of resignation, death, retirement or discharge or transfer to platoon duty, the employee will be required to repay, through payroll deduction, the paid additional Administrative Day.

8. Candidate employees shall be entitled to one (1) Administrative Day within the ninety (90) day training period. This day shall be granted at the discretion of the Director of Training.

C. Trades and Exchanges.

The practice and policy with respect to the exchange of Daley Days or Tours of Duty shall be continued for the term of this Agreement which is as follows:

Exchange Of Daley Days.

1. A Daley Day Exchange policy has been established to allow members of the same District, except E.M.S. which shall be by Bureau, working the same shift, to exchange Daley Days.

2. Daley Day Exchanges will be a direct exchange between two (2) members for either a twelve (12) hour period or a twenty-four (24) hour period, except there may be an exchange for less than twelve (12) hours for purposes of training or education. All exchanges will be within the same District except E.M.S. which shall be by Bureau.

3. To maintain orderly scheduling of manpower, exchanges of Daley Days will be accomplished by members of the same rank. However, Company Officers (Captains and Lieutenants; Paramedics In Charge and Ambulance Commanders) will be allowed to exchange Daley Days or traded tours of duty at the discretion of the Deputy District Chief of Deputy Chief Paramedic.

4. Approval of Daley Day exchanges will be denied when there is evidence of financial remuneration to either party involved and further, no Daley Day exchanges will be considered that are requested for the purpose of outside employment of any nature.

Traded Tours Of Duty.

5. A traded-tour policy has been established to allow members to trade a tour of duty in the event that a Daley Day exchange cannot be effected.

6. A trade of either a twelve (12) hour period or twenty-four (24) hour period will be allowed, except there may be a trade for less than twelve (12) hours for purposes of training or education. All exchanges will be within the same District, except E.M.S. which shall be by Bureau. In case of emergency, the Deputy District Chief or the Deputy Chief Paramedic will be authorized to waive the hours provision regarding a traded tour of duty.

7. Approval of traded tours of duty will be denied when there is evidence of financial remuneration to either party involved and further, no traded tours will be considered that are requested for the purpose of outside employment of any nature.

Entitlement.

8. Effective January 1, 1997, no members exceed a maximum of nine (9) exchanges and/or trades, or combination thereof within each one-half ($\frac{1}{2}$) calendar year, (i.e., January 1 through June 30 and July 1 through December 31). For the Bureau of Emergency Medical Services, effective January 1, 1995, no member may exceed a maximum of twelve (12) trades within each one-half ($\frac{1}{2}$) calendar year (i.e., January 1 through June 30 and July 1 through December 31). For all exchanges and/or trades payback time is not included within the established time frame and shall be in addition.

9. A maximum of these consecutive trades, exchanges, or payback days to a maximum of fourteen (14) calendar days (effective January 1, 1995, a maximum of fifteen (15) calendar days) without a scheduled work day in between will be allowed to an employee. (A Daley Day is not a scheduled work day.)

Furloughs may be extended before and/or after to a maximum of twenty-nine (29) calendar days including the furlough by trades, exchanges or payback days with the permission of the District Chief or the Deputy Chief Paramedic which permission shall not be denied without good reason.

Qualifications.

10. Requests for exchanges, trades, and payback days must be submitted a minimum of two (2) working days in advance of the date requested. In case of emergency, the Deputy District Chief or the Deputy Chief Paramedic will be authorized to waive this provision. Requests may be disapproved only for the reasons set forth herein.

11. All exchanges and trades must be reconciled by the parties involved in the exchange or trade prior to promotions reassignments, retirements et cetera. All payback days must be completed within four (4) months of the First exchange or trade. Paybacks may be either before or after the exchange or trade. Paybacks within a bureau may be citywide within three (3) months after the effective date of a transfer. The department will assume no responsibility for time lost in exchange of Daley Day or trades of duty tours.

Procedures.

12. The requesting employee will prepare a C.F.D. Form 11.107 (Rev.6/85) and submit it to the Deputy District Chief or the Deputy Chief Paramedic through the chain of command.

When requesting a pay back day the requesting member will prepare a C.F.D. Form 11.108 (Request for payback) (Rev. 6/85) and submit it to the Deputy District Chief or the Deputy Chief Paramedic through the chain of command.

13. Upon approval/disapproval by the Deputy District Chief or the Deputy Chief Paramedic, a copy will be returned to the Battalion Chief, Company Officer and requesting employee.

14. On the day of the exchange of Daley Day, traded tour of duty, or payback, the proper entries will be made in the Company Journal and Attendance and Assignment Record.

15. Approved exchange of Daley Days, traded tours of duty or payback time, that are prevented from being consummated because of some unforeseen event, will be addressed in the following manner:

- a. Employer, in an effort to cover any and all unforeseen events that may result in shortages of manpower relative to exchanges, trades or payback time, will provide an employee either by detail or hire-back in order to maintain orderly scheduling.
- b. After the Employer determines which employee owes the duty time, the Employer shall request payment of this time within four (4) months of the exchange, trade or payback. Time owed and not paid back to the Employer within the four (4) month period may at the Employer's discretion, result in the docking of time owed. Local Number 2 will be advised of any contemplated docking.
- c. It is expressly understood, however that the Employer can request payment of the time owed in order to accomplish orderly scheduling of manpower and the emergency needs of the Fire Department. In addition, payment of this time will be accomplished irrespective of the District's Seniority Overtime Assignment List.

Responsibility.

16. It will be the responsibility of:

- a. the member, when granted a Daley Day exchange, traded tour of duty or payback day, to ensure that the member scheduled to work is notified of the particular request being approved/disapproved,
- b. the immediate supervisor of members who have requested a Daley Day exchange, traded tour of duty, or payback day, to document in their company journal the approval/disapproval of said request when received from district/division headquarters,
- c. the immediate supervisor on the day of the exchange of Daley Day, traded tour of duty, or payback day to make the proper entries of same in the company journal as well as the attendance and

assignment record,

- d. District Chiefs/Deputy Chief Paramedics and division directors to keep an accurate accounting of each member's number of Daley Day exchanges and traded tour of duty or combination thereof under their command.

Section 7.7 Educational Leaves.

A. Employees may be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability. Approval of such requests for leave shall not be unreasonably withheld.

B. Employees within the Bureau of Emergency Medical Services, and Fire Fighter/Paramedics, within the Bureau of Fire Suppression and Rescue who are required while off duty to attend State of Illinois recertification training programs and examinations, shall be compensated at time and one-half (1½) their straight-time hourly rate of pay.

Section 7.8 Educational Reimbursement.

The Department agrees to provide tuition reimbursement for employees for extra-departmental education subject to the following conditions:

A. To be eligible for reimbursement:

1. Each course taken must be job-related or necessary for a degree.
2. Proof of acceptance for a degree program must be presented upon request.
3. Each course taken must grant college level credit.
4. Each course must be taken through an accredited college or university.

B. Employees must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

C. Reimbursement will be granted on the following basis:

1. Grade "A" -- one hundred percent (100%).
2. Grade "B" and other grades classified by the school as passing -- seventy-five percent (75%).

D. Reimbursement may be denied if an employee's work performance is deemed inadequate or if the employee has a record of sustained infractions of Department orders, directives or procedures.

E. Reimbursement will not be granted if:

1. tuition costs are covered by Veteran's Administration or other funds; or
2. the program in which the employee is enrolled is reimbursable through a federal grant-in-aid program for which the employee is eligible.

F. Reimbursement will be made for a maximum of two (2) courses per school term.

G. Reimbursement will be granted when an employee is required by the Fire Commissioner to attend an educational or training program.

H. In the event an employee commences an undergraduate or graduate degree (including a law degree) program after the execution of this agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the Department, all tuition costs one hundred percent (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer. If the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining a graduate degree, the employee shall repay one-half (50%) of the tuition reimbursement to the Employer. If the employee does not complete the degree program and voluntarily resigns from the Department, the employee shall repay one hundred percent (100%) of all tuition reimbursement received for any course completed within two (2) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The provision shall not apply to reimbursement under subsection G of this article, nor shall this provision apply to employees who resign from the Department for the purpose of accepting employment within another City of Chicago Department.

Section 7.9 Jury Duty -- Subpoena.

A. An employee who serves on a jury or is subject to a proper subpoena on a duty day (except if the employee is a party to non-work related litigation or as provided in Article 10.5) shall be granted a leave of absence with pay subject to the requirements and restrictions set forth below.

The Employer may require documentation of attendance and the employee must deposit his/her jury duty pay or witness fees with the City Comptroller for those days that the employee was scheduled to work for the Employer and receives pay for such work. It is further provided that the employee must return to work no later than two (2) hours after dismissal by the Court or dismissal by the party issuing the subpoena.

As soon as an employee learns that he/she will be serving on a jury or required to appear pursuant to a subpoena, the employee shall advise the designated supervisor in writing on a form to be supplied by the Employer.

The Employer shall acknowledge receipt, time stamp at District and return a copy of said form to the employee. The Employer will grant leave with pay for forty (40) hour employees, for platoon employees subpoenaed for work-related litigation where the City or the employee is a party, and for up to twelve (12) platoon employees for jury duty or subpoena for other litigation.

If more than twelve (12) platoon employees on any given duty day are required to appear as set forth above, any additional employees shall be requested to seek a postponement. If a postponement cannot be obtained, their leave will be without pay. The Employer shall notify platoon employees if the maximum number of platoon employees has been reached on a given day as soon as it is known.

B. Whenever an employee is subject to a proper subpoena to appear in court, or to appear for deposition, for the purpose of testifying about a matter directly related to and arising out of the performance of the employee's official duties, the time spent testifying shall be compensated.

If the employee is required to testify on a non-duty day, the employee shall be paid for the time spent in responding to the subpoena, at one and one-half (1½) times the employee's straight-time hourly rate as defined in Section 5.2, but not to exceed eight (8) hours per day.

Any amount received as a witness fee shall be deposited with the City Comptroller. The Department may require documentation of attendance. The employee must notify his or her supervisor of the subpoena in accordance with the provisions of Section 7.9A, above.

Article VIII.

Unpaid Leaves Of Absence.

Section 8.1 General.

A leave of absence without pay may be granted to an employee for personal reasons by the Fire Commissioner, provided the purpose of the leave is deemed beneficial to the City service (as, for example, an educational purpose relevant to the employee's future in the Department, or for purposes of accepting an elective or appointive office).

A leave of absence shall not be granted for the purpose of seeking or accepting any employment with any employer other than the City of Chicago.

An extension of leave shall not be approved unless it is consistent with the administrative procedures of this article. The granting or extension of an unpaid leave shall not be unreasonably withheld.

Section 8.2 Procedures.

All unpaid leaves of absence shall be governed by the following procedures:

A. Leaves must be applied for by the employee seeking the leave on forms prescribed by the Fire Commissioner. Before the leave begins it must be approved by the Fire Commissioner or his Designee.

B. Leaves of absence shall not be sought or granted for a period exceeding one (1) year. All leaves of absence shall be granted for a specified period of time and with a specified termination date; provided, however, that an

employee on such leave, with approval of the Fire Commissioner, may terminate such leave and return to work prior to the specified termination date. Approval of the Fire Commissioner shall not be unreasonably withheld or denied.

C. The Fire Department Director of Personnel shall be responsible for giving both the employee and the Fire Commissioner timely notification of an upcoming expiration of a leave of absence. The Fire Department Director of Personnel shall so notify the employee by registered mail with return receipt requested. Said notice shall advise the employee that his or her resignation will be effective within thirty (30) days of receipt of said notice. The employee shall then be responsible for notifying the Fire Department Director of Personnel of his or her intention to return to work.

D. The employee shall be responsible for making application for any extension of a leave of absence. Such application shall be made to the Fire Department Director of Personnel on appropriate forms prior to the expiration of a leave. An extension of leave shall not be approved unless it is consistent with the purposes of this article. Any such extension must be approved by both the Fire Department Director of Personnel and the Fire Commissioner, which approval shall not be unreasonably withheld or denied.

E. If an employee fails to return to work upon expiration of his or her leave of absence. Without making application for extension, it shall be considered that the employee resigned effective as of the last day of the authorized leave of absence.

F. A leave of absence may be canceled by the Fire Commissioner upon evidence that the cause for its original authorization was fraudulent or has as a matter of fact ceased to exist.

G. When a leave has been granted properly, and when the employee is prepared to return to work in conformance with the terms and conditions of this article, the following shall apply:

1. An employee returning from a leave of three (3) months or less shall be fully restored to his or her position.
2. An employee returning from a leave of more than three (3) months shall be fully restored to his or her position, if available, or, if not available, the employee shall be restored to a position of equal rank.

H. Any employee who is on a leave of absence from the Fire Department shall not be considered in the certification and appointment from promotional eligible lists.

Article IX.

Seniority Rights.

Section 9.1 Seniority.

A. Seniority is defined as an employee's length of continuous service since his last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list.

B. New employees will serve a probationary period of nine (9) months of employment. Any inactive status during the probationary period shall not count toward completion of the probationary period, except that duty-related medical leave of a total of ten (10) working days or less shall not extend the probationary period.

Any probationary employee may be discharged during the probationary period upon written notice (or verbal notice confirmed in writing) to the employee. A copy of the notice showing the effective date of the termination shall be provided to the Union.

Terminations of probationary employees shall not be subject to the grievance procedure; however, upon the Union's request made within ten (10) days of notice of discharge to the employee and the Union, the employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the Department at a meeting between the Department and the Union; but any action taken by the Department shall be final and shall not be subject to the grievance procedure. The seniority of the employee retained beyond the probationary period shall date back to his/her date of hire.

It is further provided that for an additional three (3) months of employment beyond the probationary period any new employee may be tested for substance abuse and if the test results are positive the employee may be terminated and such termination shall not be subject to the grievance procedure.

C. An employee's continuous service and the employment relationship shall be terminated when an employee:

1. resigns or quits with the following exceptions:
 - a. An employee who resigned and was reinstated prior to March 8, 1980 shall retain the seniority date listed on the 1982 seniority list provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement Agreement of February 1, 1983.
 - b. An employee who resigned in the past and was not reinstated until March 8, 1980 or later, or who resigns in the future, shall have his seniority based on his last date of hire, which shall be the day of his return to service, unless he requests or requested reinstatement on or before thirty (30) days after the effective date of his resignation and such request is or was ultimately granted, in which case he shall continue to use the seniority date in effect prior to his resignation provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement agreement of February 1, 1983.
2. is discharged for just cause;
3. retires or is retired;
4. is absent for three (3) consecutive days (workdays) without notifying the Employer's authorized representative;
5. is laid off and fails to report for work within ten (10) calendar days after mailing by certified mail a notification of recall to the employee's last known address as shown on the City's personnel records. A copy of recall notification shall be sent to the Union. If the Union within six (6) working days of the mailing date provides the Employer with a corrected address, the Employer will send a second recall notice, and an additional five (5) days notice shall be allowed;
6. does not report to work after the termination of an authorized leave of absence, pursuant to Articles VII and VIII.

D. A suspension shall not affect an employee's length of continuous service.

E. An employee granted an unpaid leave of absence of thirty (30) days or less shall not incur a break in continuous service for such leave.

F. An employee granted an unpaid leave of absence in excess of thirty (30) days shall not incur a break in continuous service if such leave is taken for the good of the Department, including, but not limited to, leave for educational and/or professional reasons.

G. If an employee takes a leave of absence which is not for educational or professional reasons or other reasons for the good of the Fire Department, and such leave extends beyond thirty (30) days, the employee's seniority date will be adjusted by the length of the leave in excess of thirty (30) days.

H. Any employee who returns to active duty after a period during which he received duty, occupational and/or ordinary disability benefits shall have his seniority continued to be based on his last date of hire without adjustment.

I. On or before April 1 and October 1 of each year the Employer will post on employee bulletin boards a current seniority list showing the departmental seniority and classification seniority of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Department Director of Personnel, in writing, within ten (10) calendar days after the list is posted. Any disputed seniority dates not able to be adjusted satisfactorily will be subject to Article X.

Section 9.2 Overtime Distribution.

A. Platoon Employees.

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed in strict sequential order to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an overtime distribution list in each district, bureau, or in an agreed-upon specialized unit on each shift; by Daley Day or middle off-shift day for E.M.S. personnel. (These lists originally were established on the basis of seniority.)

Such lists shall show the employee seniority number, Company, Platoon, Daley Day, or middle off-shift day for E.M.S. Personnel and special Fire Department certification(s), and the last date the employee worked or refused overtime or was unavailable for overtime and the reason for such unavailability. Employees

assigned to a new or different overtime distribution list after the overtime list has been established shall be inserted into the list according to the last date the employee worked or refused overtime. In case of any questions regarding insertion according to the above, such shall be discussed between the Business Agent or his designee and the designated employer representative in attempting resolution. An employee shall move to the bottom of the overtime lists of the respective rank or classification only if her or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time other overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed for positions on Squads, the Hazardous Material Unit, or other agreed-upon specialized units. In case specialized personnel are needed for such units, the Employer shall go down the overtime distribution list until reaching the first person certified for the specialty required and offer the overtime. Employees with such specialty certification(s) shall be asterisked on the list. If that person refuses, the overtime assignment shall be offered to the next certified employee on the list. Such employees shall move to the bottom of the list of the respective rank or classification upon refusing or working the overtime offered; provided, however, that the certified employee on the bottom of the overtime list shall be required to accept the overtime assignment when all other employees have refused.

It is further provided:

1. If any District cannot fill its manpower needs from its overtime distribution list, then such needs shall be filled from the overtime list from the next District in numerical sequence and if insufficient personnel are available in such District, then from the next District in numerical sequence (e.g., District 5 to District 6 to District 1) until sufficient personnel are acquired.
2. In the event, however, there are not sufficient employees obtained, as above provided, to fill manpower needs, then platoon employees from the shift following the shift where the overtime is needed shall be called for overtime from the overtime distribution list upon which their names appear, utilizing the same procedures as above, and if there are not sufficient employees obtained from that following shift, then platoon employees from the shift preceding the shift where the overtime is needed shall be called for overtime from the overtime distribution list upon which their names appear, utilizing the same procedures as above. No employee, however, shall be required to work with less than twenty-four (24) hours off between platoon shifts, except pursuant to Section 5.6; and further, if there

are insufficient employees available for overtime rehire pursuant to the foregoing procedures in this section, then the holdover provision, Section 5.6, shall be invoked up to a maximum of twenty-four (24) hours, irrespective of the four (4) hour maximum limitation set forth in Section 5.6.

It is provided, however, when an employee is mandatorily rehired as provided above and has pending obligations (for example, documented travel plans, tickets, confirmed reservations, or an emergency), the employee will be excused from the rehire, providing the City can rehire another employee using the above agreed upon procedures. If the City succeeds in finding another employee, the employee that was originally mandatorily rehired will be excused, but will go to the bottom of the overtime distribution list. Excusing the employee from mandatory rehire will be at the discretion of the District Chief or his designee or the Deputy Chief Paramedic or his designee.

Effective January 4, 1995, for E.M.S. platoon employees, in the event there are insufficient employees available for overtime rehire, after following the procedures through subparagraph 1 above, then the holdover provision, Section 5.6 shall be invoked up to a maximum of twenty-four (24) hours, irrespective of the four (4) hour maximum limitation set forth in Section 5.6.

3. If any overtime distribution does not consist of at least twelve (12) consecutive hours, the employee receiving such overtime shall not lose his/her position on the overtime list.

4. No employee shall be on more than one overtime list.

5. Overtime distribution lists shall be continuously updated and current and be made available to Union Business Agents upon reasonable request, but not later than three (3) business days.

B. Forty (40) Hour Employees.

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacations, sickness, injury or other unforeseen causes, such overtime shall be distributed in strict sequential order to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an overtime distribution list in each Bureau, District or Division on each shift. (These lists originally were established on the basis of seniority.)

Such lists shall show the employees seniority number, District or Division, and special Fire Department certification(s), and the last date the employee worked or refused overtime or was unavailable for overtime and the reason for such unavailability. Employees assigned to a new or different overtime distribution list after the overtime list has been established shall be inserted into the list according to the last date the employee worked or refused overtime. In case of any questions regarding insertion according to the above, such shall be discussed between the Business Agent or his designee and the designated employer representative in attempting resolution.

An employee shall move to the bottom of the overtime list of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed to perform the duties of Public Education Specialist, Pump Test Operator, and Gas Leak Inspector, or other agreed-upon specialized positions. In case specialized personnel are needed for such duties, the Employer shall go down the overtime list until reaching the first person certified for the specialty required and offer the overtime. Employees with such specialty certification(s) shall be asterisked on the list.

It is further provided:

7. No employee shall be on more than one overtime distribution list.
8. Overtime distribution lists shall be continuously updated and current and be made available to Union Business Agents upon reasonable requests, but not later than three (3) business days.

C. Remedy for Pass Over (McVady-Donohue Arbitration Awards).

If an employee is passed over for the employees's rightful turn for overtime, the employee shall be paid the amount the employee would have earned if the employee had worked the overtime, and the employee shall not have his/her position on the overtime distribution list altered by reason of the payment.

D. Relieving Employees from Rehire Assignments.

The following is agreed upon procedure regarding relieving employees from overtime distribution rehire assignments.

1. It is recognized that the Department may continue to relieve employees from overtime rehire assignments or detail them to other overtime rehire assignments when, because of the return to duty of employees from lay up or otherwise, there are an excess of employees on rehire. This procedure and its implementation shall not in any way detract from or invalidate minimum manning requirements.
2. It is provided that the Department shall implement a procedure to exercise its best reasonable efforts that when employees are to be relieved of overtime rehire assignments, employees are to be relieved in the reverse order in which they were rehired from the overtime distributions list(s), in the District, except that employees rehired from outside District shall first be relieved from overtime assignments in the District.
3. It is further provided that employees so relieved from rehire shall, upon arrival of their replacement, be permitted by their Company Officer to leave without loss of minimum recall pay, unless there is another overtime situation in the District to which the rehire may be assigned at that time. In case there is any question as to who should be relieved, the matter shall be discussed between the Business Agent or his designee and the designated employer representative.

Section 9.3 Vacancies And Promotions.

A. Vacancies.

Promotional vacancies within the bargaining unit created as a result of death, resignation, retirement and discharge for just cause, and which the Employer must fill to maintain the minimum manning agreed to in this Agreement, shall be filled within forty-five (45) days of the last day the employee

actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from established lists resulting from job related examinations given to the employees in the classification immediately below the vacancy. Permanent assignments to vacant promotional positions shall be in accordance with the provisions of Article XVI, Section 16.7.

B. Promotional Eligibility Lists.

1. No employee shall be eligible to take a promotional examination until the employee has completed the probationary period. The ranking of employees on promotional lists shall be used upon the employee's ascertained merit which shall be determined by promotional examinations consisting of the following three (3) criteria: written, seniority and oral/proficiency (hereafter referred to as the "administered examination"). Promotions shall be made on the basis of the administered examination, and effective for administered examinations given after January 1, 1997, promotions may also be made pursuant to a performance selection process as set forth in subparagraph 4.

The weights to be accorded the criteria of the administered examination shall be consistent with the requirements of federal law, and are subject to review by the Justice Department. The City will announce the weights of the criteria of the administered examination at the time the Department of Personnel officially announces the examination.

Effective for administered examinations given after January 1, 1997, the total weight assigned to the written criteria shall be no less than thirty percent (30%); the total weight assigned to the oral/proficiency criteria shall be no less than thirty percent (30%) and the total weight assigned to the seniority criteria shall be no less than twenty percent (20%) of the final score of the administered examination.

Full mark for seniority shall be given, as follows:

- a. for promotion to Engineer or to Lieutenant -- ninety-six (96) or more months;
- b. for promotion to Captain -- one hundred forty-four (144) or more months;
- c. for promotion to Battalion Chief -- two hundred four (204) or more months.

Lesser amounts of seniority shall receive a pro-rata mark; for example:

A Fire Fighter with ninety-six (96) or more months of seniority would receive one hundred percent (100%) of the seniority criteria specified for promotion to Engineer or Lieutenant while a Fire Fighter with forty-eight months (48) seniority would receive one half ($\frac{1}{2}$) of the specified seniority criteria (accordingly), if the specified seniority criteria is twenty percent (20%) the Fire Fighter with ninety-six (96) or more months of seniority would receive the full mark, while a Fire Fighter with forty-eight (48) months would receive one half ($\frac{1}{2}$) of the twenty percent (20%) seniority criteria, or ten percent (10%). The seniority mark shall be determined as of the date of the examination announcement. Additional credit shall be given to candidates who have associate and/or bachelor degrees in fire science at the time of the administered examination as follows:

- a. For promotion to Lieutenant and/or Captain.

Any candidate who has an associate's or bachelor's degree in fire science will receive the full amount of credit.

- b. For promotion to Battalion Chief.

Any candidate who has a bachelor's degree in fire science will receive the full amount of credit.

The amount of credit to be given for these degrees shall be described in the examination announcement. In no event shall a candidate with the required degree be eligible for anything less than full credit.

2. Promotional vacancies shall be filled by the Commissioner from eligible employees certified from the applicable promotional eligibility list. After each promotional examination, the City shall develop an eligibility list based upon employees eligible for promotion based on their performance on the administered examination. No less than thirty (30) days prior to any promotions, the City shall provide to the Union a copy of the promotional eligibility list. Such list shall reflect each employee's full name, social security number, race, gender, total score and rank on the list. Vacancies will customarily be filled by employees in the order of their ranking on the eligibility list.

Effective upon contract ratification, employees who are passed over on an eligibility list strictly by operation of the preceding paragraph and who otherwise would have been promoted had promotions been made in rank order

from the eligibility list shall have his or her name inserted at the top of the new eligibility list in rank order as it appeared on the previous eligibility list for the same promoted position and shall be promoted from the new eligibility list to vacancies which will customarily be filled by employees in the order of their ranking on the eligibility list.

It is provided, however, that effective upon contract ratification, irrespective of an employee's ranking on the eligibility list, an employee eligible for promotion to a vacancy in the position of Captain or Battalion Chief shall be passed over on the eligibility list and not be promoted if the employee has not completed at least thirty (30) months in the classification immediately below the vacancy, and no employee may be promoted to the position of Engineer or Lieutenant, and shall be passed over on the eligibility list, without fifty-four (54) months in the classification of Fire Fighter and/or Engineer.

An employee certified for promotion to a vacancy may be passed over for any vacancy on an order subject to the following conditions:

- a. No employee may be passed over on more than two (2) orders, unless the employee does not meet the time in grade requirements outlined above.
- b. No employee shall be promoted from a new promotional eligibility list until all employees who may have been passed over on a previous promotional order have been promoted, unless the employee does not meet the time in grade requirements.
- c. An employee may be passed over on an order only for the following reasons:
 - (i) At the time the vacancy occurs the employee is on an injury leave of six (6) months or more for a non-duty related injury; provided, however, that upon the employee's return to duty from such leave he/she shall be promoted on the next order.
 - (ii) A major disciplinary infraction (i.e. charges resulting in a suspension of fifteen (15) days or more); provided, however, that if such disciplinary infraction is not sustained, the employee shall be promoted on the next order. No disciplinary infraction may be used for more than one (1) order as a reason to pass over an employee on a promotional order.

- (iii) In order to comply with any injunctive or final and unappealable order of a court, administrative agency, administrative law judge, hearing officer or arbitrator.

The Employer shall specify the specific reason in the event that it decides to pass over an employee on an order.

3. Effective for administered examinations given after January 1, 1997, each applicant for promotion shall be given a copy of his/her answer sheet following the conclusion of the written examination, prior to the candidate's departure from the exam site. Each applicant will be allowed to challenge test questions on the written examination in writing. During the announced challenge period, the applicant will be allowed to review the examination for that purpose. A copy of the correct answer key for the written examination shall be provided by the City to the Union after the promotional eligibility list has been finalized and approved by the Department of Justice. Upon request, the candidate shall thereafter have the right to receive a copy of the written examination.

4. Performance Selection Process.

Effective for administered examinations given after January 1, 1997:

- a. Up to ten percent (10%) of the promotions to the rank of Lieutenant, up to ten percent (10%) of the promotions to the rank of Captain, and up to ten percent (10%) of the promotions to the rank of Battalion Chief on each promotional order may be made by the Fire Commissioner on the basis of performance. The following criteria must be met by any applicant prior to being eligible for a performance promotion:
 - (i) passing the appropriate administered examination with a grade of seventy (70) or better;
 - (ii) meeting the following time in rank requirements at the time of promotion:
 - (a) Eighty-four (84) months in the classification of Fire Fighter and/or Engineer for promotion to the position of Lieutenant.
 - (b) Sixty (60) months in the classification of Lieutenant for promotion to the position of Captain.

- (c) Sixty (60) months in the classification of Captain for promotion to the position of Battalion Chief.
- b. Battalion Chiefs may nominate candidates for consideration for Performance Selection Process for each rank of Lieutenant, Captain and Battalion Chief. In addition, Exempt Rank personnel in the positions of Deputy District Chief, District Chief and Bureau Head may nominate candidates for consideration in the Performance Selection Process to the promotional ranks of Lieutenant, Captain and Battalion Chief as directed by the Fire Commissioner. Nominations shall be made after the promotional administered examination is announced but before the examination is held. All nominations shall be forwarded to the Performance Selection Board, which will consist of the First Deputy Fire Commissioner, the Deputy Commissioner and the Director of Personnel. The City shall provide the Union with a list of nominees before the written portion of the administered examination.
- c. The Performance Selection Board will consider the nominations, taking into account each candidate's performance, awards and commendations, leadership ability, specialized training, relevant education and experience, attendance file, disciplinary file, and any other information deemed relevant to determine whether to recommend the candidate to the Commissioner.
- d. The Performance Selection Board will submit its recommendations to the Fire Commissioner for consideration. The City shall provide the Union with the Board's recommendations to the Fire Commissioner before any promotional order is issued. The Fire Commissioner shall make performance selection promotions from recommendations. The list of nominees shall be void upon removal of the eligibility list.
- e. Only candidates nominated as per subparagraph b. above may be recommended by the Performance Selection Board to the Fire Commissioner, and only candidates recommended by the Performance Selection Board may be considered by the Commissioner in determining performance selection promotions.
- f. The City will apprise the Union, in writing of the identity of the personnel, if any, who receive performance selection promotions at the time of such promotions .

- g. Provided that the provisions set forth in subparagraph 4a. through f. are followed, the Fire Commissioner's performance selection decision shall be final and not subject to the grievance procedure.

5. The City may charge an appropriate fee for all promotional examinations not to exceed the charge established by City Council Ordinance, which fee shall not exceed Seventy-five and no/100 Dollars (\$75.00).

6. In the event that any court of competent jurisdiction enjoins the City from making promotions pursuant to this agreement, or issues a final and unappealable order that promotions be made in a manner inconsistent with the provisions of this agreement, compliance with that order shall not be deemed a violation of this agreement. In the event the City is unable to make further promotions without violating any such order, the City and Local 2 shall negotiate a resolution that permits promotions consistent with such order.

C. E.M.S. Positions.

1. Career positions within the Bureau of Emergency Medical Services (E.M.S.) shall be:

- a. E.M.S. Field Officer.
- b. Ambulance Commander, effective January 1, 1995 -- permanent assigned position but not a promoted rank; effective upon contract ratification, a permanent assigned position and a promoted rank.
- c. Paramedic Officer, effective January 1, 1995 -- redesignated Paramedic In Charge (P.I.C.).
- d. Paramedic.

2. Notwithstanding Sections 9.3A and 9.3B, promotions in the Bureau of E.M.S shall come from lists as they may from time to time be established, provided that no employee may be promoted until completion of at least twelve (12) months in the classification immediately below the vacancy.

- 3. a. Effective January 1, 1995, Field Officers shall be paid at the F5 pay rate.
- b. Effective January 1, 1995, Paramedic Officers shall be redesignated as Paramedic In Charge (P.I.C.) at the F3A pay rate, and there shall be created a new permanent job position and assignment of Ambulance

Commander at the F4 pay rate. Effective such date, there shall be appointed one (1) Ambulance Commander for each Ambulance Company. After the initial (1995) appointment of Ambulance Commanders, transfer vacancies in and promotions to the Ambulance Commander position shall be filled pursuant to Section 16.7C. Promotions to the position of Ambulance Commander shall be made to employees in the position of P.I.C. on the basis of seniority.

- c. Ambulance Commanders and P.I.C.'s shall be on the same overtime distribution list.

4. Effective upon contract ratification, promotions to the position of Field Officer shall be made to employees in the position of Ambulance Commander.

Section 9.4 Layoff And Recall.

In the event it becomes necessary to lay off employees, for any reason, employees shall be laid off in inverse order of their seniority.

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status, desiring to return to work, have been recalled.

Article X.

Grievance Procedure.

Section 10.1 Definition.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Section 10.2 Procedure, Steps And Time Limits.

Step I. The employee, with or without the Steward (or the Steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing or orally with the Employer's authorized representative within ten (10) days of its

occurrence, or if later, the date on which either the employee or his Union Steward knew or reasonably should have known of its occurrence. The Employer's authorized representative shall then attempt to adjust the matter and shall respond in writing or orally to the Steward within five (5) business days.

Step II. If the grievance is not settled in Step I and the Union with or without the employee wishes to appeal the grievance in Step II of the Grievance Procedure, it shall be referred in writing to the Fire Commissioner or his designated representative within five (5) working days after the receipt of the Employer's answer in Step I. The written grievance shall be signed and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the requested remedy.

The Fire Commissioner or his designated representative shall discuss the grievance within ten (10) working days of receipt of the notice of appeal with the employee and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Commissioner or his designated representative shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

Step III. If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Commissioner is due, either party may, by written notice to the other party, invoke arbitration.

Section 10.3 Arbitration.

A. Within ten (10) working days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial arbitration by mutual agreement, preferably from a previously agreed to list.

B. If after ten (10) working days the parties are unable to mutually agree upon selection of an arbitrator, the party invoking arbitration shall request the service of the American Arbitration Association (A.A.A.), unless the parties mutually agree to utilize the service of the Federal Mediation and Conciliation Services (F.M.C.S.), as described herein. The party invoking arbitration shall request that A.A.A. submit simultaneously to both parties an identical list of seven (7) names of persons chosen from the labor panel. Each party shall thereafter cross of any names objected to, number the remaining names indicating the order of preference, and return the list to A.A.A.. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the A.A.A. shall invite the acceptance of the Arbitrator to serve. If the parties fail to agree upon any of the persons named or if those

named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the A.A.A. shall submit a second (2nd) and, if necessary, third (3rd) list. Thereafter, the A.A.A. shall have the power to make the appointment from other members of the panel without the submission of any additional lists. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator.

If the parties mutually agree to utilize the services of F.M.C.S., the parties will contact the Federal Mediation and Conciliation Service (F.M.C.S.) and request a panel of eight (8) arbitrators. Upon receipt of the panel, either party may strike the first (1st) panel and request a second (2nd) panel of eight (8) arbitrators. No subsequent panel may be except with the mutual written agreement of the Employer and the Union. Upon receipt of the panel, the parties will alternately strike names, with the party striking first (1st) to be determined by coin toss, until one (1) arbitrator remains, who shall then be notified of his selection.

C. Expedited arbitration. Within the ten (10) day period referred to in Section 10.3(A) the Employer and the Union may by mutual agreement elect to utilize an expedited arbitration process in lieu of the arbitration process set forth in Section 10.3(B). Within seven (7) working days after such agreement for expedited arbitration, the parties shall meet or otherwise attempt to select an impartial arbitrator preferably from a previously agreed to list. If the parties cannot mutually agree on the selection of an Arbitrator, the parties shall request the services of the American Arbitration Association as described in Section 10.3(B), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services as described in Section 10.3(B).

Section 10.4 Authority Of The Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit in writing his decision to the Employer and the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. Subject to the Arbitrator's compliance with provisions of this section, the decision of the Arbitrator shall be final and binding.

Section 10.5 Expenses Of Arbitration.

The fees and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 10.6 Processing And Time Limits.

Grievances may be investigated and processed during working hours by Union Stewards, representatives and grievance committees, provided such activities do not interfere with the operations of the Fire Department.

A grievance not filed or appealed within the established time limits shall be deemed waived. If the Employer fails to reply within the established time limits then, at the Union's option, it may automatically advance to the next step.

The time limits set forth in this article may be extended by mutual written consent of the parties.

The term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and holidays.

Section 10.7 Processing Grievances.

Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other union representatives who may represent employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union.

Any Union representative whose participation in grievance meetings, held pursuant to the provisions of the Article, is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

Section 10.8 Meetings Between The Parties.

Upon request of either party, the Union President or designee and the Fire

Upon request of either party, the Union President or designee and the Fire Commissioner or designee shall meet every three (3) months at a mutually agreeable time and place to exchange views and discuss matters of mutual concern that do not involve negotiations and that do not constitute processing of a pending grievance.

Article XI.

No Strike And No Lockout.

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement. Any or all employees who violate this clause shall be subject to immediate discharge.

Article XII.

Safety, Health And Welfare.

Section 12.1 Hospitalization And Medical Coverage, Dental, Optical, Life Insurance Programs.

A. The Employer agrees to make available to eligible employees and their eligible dependents the "City of Chicago Medical Care Plan for Employees" or an H.M.O., the City Dental Plan (Indemnity or P.P.O.), the City Vision Care Plan, and the City's Life Insurance Plans, all of which are attached hereto, made a part hereof, and respectively identified as appendices C, C1, D, E and F. The definition of eligible employees and eligible dependents is set forth in each respective program or plan. Eligible dependents, in plans C, C1, D and E are those dependents who are unmarried and less than twenty-five (25) years of age regardless of an employee's date of hire. Contributions for coverage is set forth in Section 12.1E.

B. The Employer also agrees to make available to the following other persons the above described hospitalization and medical program, the dental plan, and

the optical plan: employees who retire on or after age sixty (60) and their eligible dependents; widows and children of employees killed in the line of duty; former employees on pension disability (both duty and occupational) and their eligible dependents; widows and children of deceased employees who were formerly on pension disability. The Employer will contribute the full cost of coverage for any of the above enumerated persons who elect coverage under any plan or plans. However, coverage under a plan for such persons shall terminate when a person either reaches the age for full Medicare eligibility under federal law or ceases to be a dependent as defined in the plan, whichever occurs first. After a person reaches the age for full Medicare eligibility, the person shall be covered under the medical program for annuitants provided the person pays the applicable contributions.

An employee who retired or will retire, pursuant to the pension statute, between the period of July 1, 1995 and the date of ratification of this Agreement, inclusive, and who was age sixty (60) or over at the date of ratification will be entitled to the benefits of this Paragraph B, provided the employee notifies the City's Benefits Offices, in writing, within forty-five (45) days after ratification of this Agreement. If such notice is given, benefits to the employee and the employee's eligible dependents will be effective on the first (1st) day of the following month or January 1, 1997, whichever is later.

C. Employees who retire on or after ratification of this Agreement, pursuant to the pension statute, but before attainment of age sixty (60), and their eligible dependents, shall be covered under the P.P.O. hospitalization and medical program in effect for annuitants until they reach the age of full Medicare eligibility and become eligible for Medicare under federal law, provided they pay the contributions otherwise applicable to annuitants. After reaching the age of full Medicare eligibility, and becoming Medicare eligible, they shall be covered under the medical program for annuitants eligible for Medicare provided they pay the applicable contributions.

D. The City-paid life insurance for all employees covered by this Agreement shall be Twenty Thousand Dollars (\$20,000) and the City-paid A.D. & D. insurance shall be Two Thousand Dollars (\$2,000). In all other respects, the life insurance program will conform to the provisions and costs of the life insurance coverage accorded to other sworn City employees. A summary of the City Life Insurance Program will be placed in the agreement as Appendix F.

E. Pre-tax Contribution. Employees shall contribute the following pre-tax amounts per pay period, in accordance with their selected level of coverage:

Rates Effective January 1, 1997 to be deducted commencing with the pay

checks due January 16, 1997.

Annual Salary	Level Of Coverage		
	Single	Employee +1	Family
up to \$30,000	\$10.00	\$15.00	\$17.50
\$30,001 to \$60,000	\$12.50	\$22.50	\$28.00
Over \$60,001	\$22.00	\$40.00	\$45.00

Rates Effective January 1, 1998 to be deducted commencing with the pay checks due January 16, 1998.

Annual Salary	Level Of Coverage		
	Single	Employee +1	Family
up to \$30,000	\$11.25	\$17.00	\$19.75
\$30,001 to \$60,000	\$14.00	\$25.25	\$31.50
Over \$60.001	\$24.75	\$45.00	\$50.50

Rates Effective January 1, 1999 to be deducted commencing with the pay checks due January 16, 1999.

Annual Salary	Level Of Coverage		
	Single	Employee +1	Family
up to \$30,000	\$12.50	\$19.00	\$22.00
\$30,001 to \$60,000	\$15.50	\$28.00	\$35.00
Over \$60,001	\$27.50	\$50.00	\$56.00

Section 12.2 Safety And Health.

A. Applicable Laws and Regulations.

It is agreed that the Employer and all employees will comply with all applicable laws and regulations governing safety and health matters. The Employer will continue to make reasonable provision in compliance with such laws and regulations, for the safety and health of its employees.

B. Joint Committee.

The Joint Occupational Safety and Health Committee shall continue for the term of this agreement. The Fire Commissioner and the Union shall each appoint three (3) members. The Committee shall meet monthly to discuss safety and health matters. The Joint Committee shall make recommendations to the Fire Commissioner as to any safety conditions, rules and equipment which it may deem in need of change and improvement in order to achieve proper standards of safety and health and to minimize accidents, injuries and illness in the Fire Department. The Department shall provide notice to the Joint Committee of changes in work clothes, protective clothing or turn out gear at least thirty (30) days prior to the implementation of such change. The Fire Commissioner shall promptly issue a report to the Committee as to his views regarding the Committee's recommendations.

C. Inoculations, Tests, Screening.

1. Upon notification to the Employer by the employee, all employees on a voluntary basis shall be granted at Employer expense, prophylactic inoculations for :

- a. Hepatitis B Virus (H.B.V.); and
- b. As prophylactic inoculations become available, for:
 - (i) additional strains of hepatitis;
 - (ii) Human Immunodeficiency Virus (H.I.V.) related conditions;
 - (iii) Acquired Immune Deficiency Syndrome (H.I.V.) antibody positive conditions.

2. Upon notification to the Employer by the employee that a bargaining unit employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the United States Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee on a voluntary basis, shall be granted, at Employer expense, medically necessary tests and/or screening, and prophylactic treatment.

Section 12.3 Pensions.

A. For the term of this Agreement, the Employer agrees not to exercise its home rule power to reduce the benefit provisions of the Illinois Revised Statutes, Chapter 108½, Article VI, "The Firemen's Annuity and Benefit Fund -- Cities Over 500,000".

B. Deferred Compensation. The Employer shall continue to make available to Bargaining Unit Members an I.R.S. qualified Deferred Compensation Program.

*Article XIII.**No Discrimination.*

Section 13.1 No Discrimination.

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or nonmembership, but this section is not intended to interfere with the operation of Section 1 of Article III of this agreement. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion or political affiliation.

Section 13.2 Gender.

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees.

Section 13.3 Union's Duty Of Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in *Vaca v. Sipes*, 386 U.S. 171.

Section 13.4 Affirmative Action.

A. The Parties agree to establish and implement an affirmative action program in accordance with the terms and conditions of the I.A.F.F. recruitment and equal opportunity programs as further described in Appendix G of this Agreement.

B. Polygraphs. The Employer agrees that no prospective employee shall be required to take a polygraph examination as a condition of employment with the Employer, and a prospective employee's refusal to submit to a polygraph examination shall be cause for rejection for employment.

Section 13.5 American With Disabilities Act.

Should the Employer be required under the Americans With Disabilities Act to make a reasonable accommodation to the disability of an applicant or incumbent employee that may be in conflict with the right of any employee under this Agreement, the Employer shall bring this matter to the attention of the Union in writing. If the parties cannot reach an agreement on such accommodation, the provisions of Article X shall be available, and the Arbitrator shall consider the Employer's obligation and the Union's obligation (if any exists) under the Americans With Disability Act and under this Agreement, provided that no employee shall be displaced by such decision.

Article XIV.

Management Functions.

It is the right of the Employer to unilaterally determine matters of inherent managerial policy and to implement decisions with respect thereto, which include, but are not limited to, the following: the right to determine services to be offered by its agencies; to establish its overall budget; to direct its employees; to determine the content of examinations, the necessary requirements to participate in the examination process, and the minimum qualifications for all positions; to discipline or discharge employees for proper cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain and improve efficiency of governmental operations; to determine the

methods, means and personnel by which government operations or a unit thereof are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organization and the technology of performing its work.

This Agreement shall be construed however as requiring the Employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

Article XV.

Duties.

All employees shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. The assignment of duties not related to fire suppression, prevention, extinguishment and delivery of emergency medical services, including the maintenance of equipment and the customary house duties, shall be grounds for a grievance under Article X. Nothing in the above duties description shall limit assignments during emergency conditions and/or circumstances which threaten citizens' lives and/or property.

Article XVI.

General Provisions.

Section 16.1 Union Bulletin Boards.

The Employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such boards for posting abusive or inflammatory or partisan political material.

All material shall be signed and approved by the authorized representatives of the Union prior to posting.

Section 16.2 Discipline and Discharge.

A. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action he shall have the option to assess the following penalties:

Oral Reprimand

Written Reprimand

Suspension

Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the Grievance Procedure. The employee may file a written reply to any oral reprimand. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any disciplinary action taken against a probationary employee shall not be subject to 16.2E below or to the Grievance Procedure.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures specified in Chapter 25.1 of the Municipal Code and any City of Chicago Personnel Rules. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

D. Disciplinary actions recorded in the employee's personnel files shall not be

used after twelve (12) months to justify subsequent disciplinary action except for a related offense.

E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. Copies of the following documents shall be given to the employee at this notification and review meeting.

1. Allegation of Violations of Rules and Regulations.
2. Statement of charges and specifications.
3. Employee's initial statement of facts.
4. Acknowledgment of notification and review.
5. Disciplinary officer's recommendation.
6. Copies of the employee's pertinent past discipline.

The employee shall be entitled to Union representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigate files, except for information which the department deems to be confidential, shall be open and available for inspection and copying by the affected employee, or his union representative with the specific written consent of the employee, during regular business hours.

It is agreed that any material and/or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the employee's interest.

Section 16.3

A. No Acting Out Of Classification.

No employee shall be required or volunteer to perform duties of any other rank or classification during the term of this Agreement except as set forth in Section 3.4C, Section 16.3B and/or 16.4D of this Agreement.

B. Emergency Manpower Shortages.

To avoid the temporary shutdown of companies due to unexpected or unscheduled absences or incapacity that cannot be immediately covered by detailing, overtime or holdover pursuant to Articles 9.2 or 5.6 respectively, members of the bargaining unit may be temporarily assigned to act in a higher or lower rank subject to the conditions enumerated below:

- i. If acting in a higher rank the employee shall be compensated for the Period of acting at the same rate he would earn if promoted to that higher rank or if acting in a lower rank then at the employee's regular rate of pay.
- ii. The acting employee will perform the duties of the higher or lower rank or classification for a maximum of four (4) hours except in the following situations:
 - a. the acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Article 9.2 within the four (4) hours; or
 - b. the fourth (4th) hour of the acting period runs past midnight. If this occurs the acting employee shall continue to act for the balance of the tour of duty.

For the purposes of this section the four (4) hour period shall begin from the time the shortage occurs if the company is in quarters, or from the time the company returns to quarters if the shortage occurs when the company is not in quarters. The Employer shall diligently attempt to fill the manpower in accordance with Article 9.2 during the four (4) hour period.

In the event that no employee is available for overtime recall pursuant to Article 9.2 the acting employee will continue to act for

the balance of the tour of duty and the company will not be put out of service.

- iii. In the Bureau of Fire Extinguishment the senior person on the particular apparatus on the shift shall have priority for the acting assignment. Priority as to an acting assignment in the Bureau of E.M.S. shall be to the senior person in the District on the shift.
- iv. The District Chief or his designee immediately shall notify the Union by phone at its office advising as to the existence of any manpower shortage, the assignment of personnel to act in a higher or lower rank and/or recall of employees on overtime. If the event occurs during non-business hours, however, the District Chief or his designee will notify the Union by phone at the earlier opportunity on the next business day. In either case, as soon as possible, the District Chief or his designees also will cause to be made a written incident report covering the circumstances, including the action taken to comply with the collective bargaining agreement, and forward the report simultaneously both to Department Headquarters and to the Union.

When an employee acts out of classification to fill a shortage occurring before 8:00 P.M. for a period longer than four (4) hours the Union and Employer shall meet on the next regular business day to negotiate a solution to rectify this condition. It is agreed that the negotiations of the solution will proceed from the premise that the minimum manning provision shall be maintained and the shut down of emergency apparatus avoided.

Section 16.4 Minimum Manning.

A. Fire Suppression and Rescue.

- 1. The vehicle and equipment manning complements which are currently maintained shall continue to be maintained at those levels (i.e., five (5) men on all trucks, engines and squad companies), except as set forth in Section 16.4D for the balance of this Contract term.
- 2. At each airport on each shift the City shall maintain one (1) fire engineer and one (1) fire fighter on each crash fire apparatus and

also one (1) company officer per shift at each airport for all crash fire apparatus; except no Fire Fighter need be maintained on the crash fire apparatus to which a company officer is assigned that day. These minimum manning requirements shall not be waived under the provisions of Section 16.4D which shall not be applicable to this Section 16.4A2.

3. The number of fire companies and apparatus shall continue to be maintained at no less than those levels maintained on July 1, 1993 (for example, ninety-nine (99) engine companies, fifty-nine (59) truck companies, four (4) squad companies, the Haz Mat Unit and the Fire Boat), as well as the number of battalions on said date.
4. The City shall continue to maintain a minimum of five (5) platoon employees on duty on each of the three (3) platoons at the Fire Department shops; and shall use a Fire Fighter as Lieutenant when the Lieutenant is absent on his platoon's scheduled work day, in which case the Fire Fighter will receive Lieutenants pay.

B. E.M.S. Manning.

For the term of this Agreement, the Bureau of Emergency Medical Services will be staffed as follows:

5. Six (6) E.M.S. Field Officers -- on a daily basis.
6. One (1) Paramedic and one (1) Paramedic In Charge or one (1) Ambulance Commander in each of the fifty-nine (59) ambulances on average on a daily basis over a one (1) week period (Monday-Sunday), but no less than fifty-six (56) ambulances on a daily basis.
7. If due to exceptional circumstances on a given day fifty-six (56) ambulances cannot be maintained in service, or if the fifty-nine (59) ambulances per day by weekly average cannot be maintained in service, the Union shall be notified in either or both instances, and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.

C. Cross Training Program.

Employees who achieve dual certification will receive incentive pay as set forth herein.

1. Recognizing that the Bureau of Emergency Medical Services within the Department is staffed with employees not only specializing in medical service, but highly trained in the non-emergency, non-medical operating procedures of the Department, a program will be established to include in each Fire Fighter Candidate Class, a complement of Certified Chicago Fire Department Emergency Medical Services uniformed personnel. Each candidate Fire Fighter Class, certified by the Department of Personnel from a Fire Fighter entry level eligibility list, shall include a minimum of ten percent (10%) of such Emergency Medical Services personnel on the Fire Fighters eligibility list. Those selected in this manner shall be selected on the basis of seniority.
2. Emergency Medical Service personnel who become Fire Fighter Candidates and those who become Fire Fighters shall receive the pay and grade they had received prior to becoming Fire Fighters; however, this is restricted to Paramedics and Paramedic In Charge only. These personnel shall get credit for service rendered as E.M.S. personnel, in terms of step and grade. E.M.S. personnel over the rank and/or pay of Paramedic In Charge who become Fire Fighter Candidates and then become Fire Fighters shall revert to the position and pay of Paramedic In Charge. Regarding Paramedic In Charge who become Fire Fighters, future promotions to the rank of Fire Engineer, should that occur, shall not cause any change in their pay grade status at the time of such promotion, it being understood that employees shall be entitled to their normal step increases. Thereafter, promotion to the rank of Lieutenant and above shall be treated in accordance with promotional/pay procedures.
3. E.M.S. personnel who become cross trained fire suppression employees shall, as a condition of continued employment, maintain their Paramedic certification for a period of three (3) years (effective January 1, 1997 for a period of five (5) years for those who complete Academy training) from the date of completion of Academy training. Cross trained E.M.S. personnel who maintain dual certification shall be paid at no less than the F2 pay rate or five percent (5%) over the pay rate to which they are otherwise entitled, whichever is higher. (For example, a Paramedic In Charge who becomes dual certified shall be paid at five percent (5%) over the F3A pay rate.) Effective January 1, 1997, cross trained E.M.S. personnel who maintain dual certification shall be paid at the F2 pay rate except those who are in pay grades higher than F2 shall receive an additional five percent (5%) over their pay rate. (For example, a Paramedic In Charge who becomes dual certified shall be paid at five percent (5%) over the F3A

pay rate.)

4. Fire Suppression personnel (except those above the rank of Fire Fighter) who obtain Paramedic Certification (E.M.T.P.), and Fire Suppression personnel who previously crossed over from E.M.S. shall be deemed cross trained, and so long as they maintain dual certification shall be paid at the F2 pay rate or five percent (5%) over the pay rate to which they are otherwise entitled, whichever is higher. (Effective January 1, 1997 so long as they maintain dual certification they shall be paid at the F2 pay rate, except those who are in pay grades higher than F2 shall receive an additional five percent (5%) over their pay rate.)
5. To meet necessary manning requirements and operational needs, the Employer may detail cross trained dual certified personnel on fire apparatus or ambulances.
6. Under Section 16.7 cross trained personnel who maintain dual certification may bid upon and be assigned to any position for which they are qualified; except, dual certified personnel in the ranks or classifications of Fire Engineer, Lieutenant, Captain or Battalion Chief may not bid to Ambulance Companies.

D. Variance.

- a. The minimum manning requirements of Section 16.4A shall be waived after all detailing has been accomplished (the City may exercise wide discretion to cover vacancies provided it follows the information requirements set forth in subparagraph c below) to the extent of one (1) person per company, to a maximum of fifteen (15) positions at any one time.
- b. In addition, the restrictions on acting out set forth in Section 16.3, shall also be waived to a maximum of fifteen (15) at any one time, (i) within a fire company for the position of Engineer and above, (ii) within an ambulance company for the position of Paramedic In Charge and above, (iii) within the Bureau of Fire Suppression and Rescue for the position of Battalion Chief and (iv) within the Bureau of E.M.S. for the position of Field Officer, and the most senior qualified of the available employees within the company, or within the District (in the case of Battalion Chief or Field Officer) shall act out and be compensated for the period of acting at the same rate he

would earn if promoted to that higher rank (or at his own regular rate if higher than the rank of the position in which he is acting). Whenever feasible, the employee selected shall be from the same Company or the same District (in the case of Battalion Chief or Field Officer) where that office or vacancy exists; however, the ultimate determination and selection of the appropriate employee to fill the acting out of classification vacancy shall be left to the discretion of the Department.

- c. The Company or District in which the absence occurred, as specified in paragraph 16.4D(a), does not have to be the Company or District which operates with minimum manning or an acting out of classification variance (i.e., the City may detail employees from one (1) Company or District to another to cover the particular vacancy at its discretion). However, the Union shall be notified on a daily basis when the original permitted absence occurred and the reason for the absence and the Company or District in which such absence occurred, as well as the Company or District in which the minimum manning or acting out of classification variance was exercised.
- d. 1. Notwithstanding the manning and acting variance maximums of fifteen (15) each, set forth respectively in subparagraphs a. and b. above, it is provided that the maximum number of manning variances (as set forth in subparagraph a) may be increased up to an additional fifteen (15) (to a total of thirty (30)) at any one time, and the maximum number of acting variances (as set forth in subparagraph b) may be increased up to an additional fifteen (15) (to a total of thirty (30)) at any one time. This exception is expressly conditioned upon the strict requirement that there shall be no more than thirty (30) variances in the aggregate (manning and acting) used at any one time, and that for each manning variance over fifteen (15) used at any one time, the number of acting variances shall be reduced by one, and for each acting variance over fifteen (15) used at any one time, the number of manning variances shall be reduced by one. (For example, if at any one time nineteen (19), manning variances are used, only eleven (11) acting variances may be used; if at any one time twenty (20) acting variances are used, only ten (10) manning variances may be used, and vice versa.)
- 2. Notwithstanding subparagraphs a., b., c., and d. 1. above, when an emergency exists as determined by the Fire Commissioner, and relates to possible or actual structural fire activities each truck, engine and squad company shall be manned with no less than five (5) personnel and the Section 16.4D.b. exception to Section 16.3B shall

not apply.

Under no circumstances shall any engine or truck company operate with less than four (4) employees. Further, no ambulances will operate with less than two (2) employees.

- e. The Union will be notified within forty-eight (48) hours in writing of the use of variances to manning and acting, and in the event that a manning or an acting variance is used by the City in excess of the maximum number permitted, the employee or employees on the top of their respective overtime distribution lists shall receive pay for the period involved (not less than twelve (12) hours) at two and one-half (2½) times their hourly rate.

Section 16.5 Residency.

All employees covered by this Agreement shall be actual residents of the City of Chicago.

In an arbitration, the Union may not challenge the validity of the residency law or requirement. However, it may assert that an employee discharged for failure to meet the residency requirement was not discharged for "just cause", if it can be shown that other City employees similarly situated who also fail to comply with the residency requirement were either not discharged or suffered lesser penalties. In that circumstance, the factual questions together with the question of just cause and whether the discharge was discriminatorily based are matters for the Arbitrator.

Section 16.6 Mileage Allowance.

Effective July 1, 1996, employees in the Fire Prevention Bureau shall be paid thirty-one cents (\$.31) per mile or I.R.S. rate, whichever is higher, to a maximum of Two Hundred Ten and no/100 Dollars (\$210.00) per month, when they are required by the employer to use their personal car or vehicle to perform City work during their hours of work. An employee who receives such compensation shall provide proof of insurance coverage as specified in the Classification and Pay Plan (Automobile Allowance, Provision "F").

Mileage allowance shall normally be received by the employee within thirty (30) days of the date on which the employee's mileage claim is submitted.

Section 16.7 Permanent Assignments And Transfers.

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by this Agreement.

B. All employees shall be eligible for and maintain a permanent job classification and/or rank assignment within the respective bureaus and districts of the Fire Department.

C. Permanent Assignments and Transfers.

1. Vacancies in a permanent assignment for any reason, including but not limited to any due to an assigned employee's retirement, resignation, promotion, transfer, death, discharge for cause, authorized leave of absence in excess of three (3) months, and any due to newly created assignments or positions in the Bureau of Fire Suppression and Rescue, Bureau of Fire Prevention, and Bureau of Emergency Medical Services shall be filled on the basis of seniority. Such assignment vacancies in the classifications and/or ranks of Fire Fighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority by geographically designated offices in that Bureau (i.e., South, West, North, Central and North Kedzie). It is provided, however, that upon the posting of reasonable job qualifications, such qualifications to be determined by the Employer, for the positions of Repair Shops, Training Instructor, Training Officer, Fire Investigations, Squads, Hazardous Material Unit, Air Mask Service, Communications Van and Air Sea Rescue, such jobs shall be filled on the basis of seniority by employees who have such qualifications.
2. Notwithstanding the aforesaid, the following assignments or positions all of which require the use of specialized training or skills based upon reasonable minimum job qualifications, the content of which is to be determined by the Employer, need not be filled by the Employer based on seniority, though the Employer shall take seniority into account:
 - Research and Planning
 - District Aide
 - Non-Exempt Administrative Positions
 - Personnel

-- E.P.D.S.
-- Inspection and Audits
-- Helicopter Pilots
-- Finance and Fiscal Management
-- Records
-- Property Management
-- Building Maintenance
-- Fire Communications
-- Photo/Media Unit

3. Within the first two (2) weeks of the months of January, April, July and October, the Employer shall post a list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Employees within the same job classification and/or rank desiring a transfer or permanent assignment shall make a transfer application for the vacancy or vacancies of their choice, a copy of which shall be delivered to the Union and the applicant. The Employer shall grant the transfer or permanent assignment to the successful applicant having made application within fifteen (15) days of the vacancy list being posted except where a different assignment is dictated by bona fide operational needs of the department. Such exception shall not exceed four percent (4%) of the number of permanent assignment made in each transfer order. Concurrent with the posting of the transfer order the Employer will identify on the order the number and rank of the employees transferred to a permanent assignment which are to be charged against the four percent (4%) exception. For the term of this agreement the original assignment of candidates to active companies shall not be charged against the four percent (4%). The original assignments of candidates shall take place after the posting of the transfer order (i.e., not more than thirty (30) days thereafter) and before the posting of the next vacancy order. Any vacancy not bid upon shall be assigned to employees in relief positions, in accordance with Section 16.7D of this Agreement.

4. The duties of Battalion Aide and the Deputy District Aide shall be performed by an employee permanently assigned to a designated company housed with the Battalion Chief or Deputy District Chief. When vacancies exist in the designated company housed with the Battalion, the Battalion Chief or Deputy District Chief may request a single employee to be permanently assigned to the company for the purpose of assuming the duties of Battalion Aide or Deputy District Aide and said selection shall be without regard to seniority. The Battalion Aide or Deputy District Aide shall be detailed from such permanent assignment to perform the duties of Battalion Aide or Deputy District Aide at the option of the employee and with the approval of the Battalion Chief or the Deputy District Chief. Such detail shall last for thirty (30) day periods which may be extended by mutual agreement of the aide and the Battalion Chief or Deputy District Chief. It is specifically provided, however, that such detailing shall not be an exception to the minimum manning requirements.

D. Relief Positions.

1. Relief positions shall not be considered permanent assignments. An employee who does not receive a permanent assignment after three (3) successive transfer orders may be assigned to any permanent vacant position remaining on the third transfer order after all other requests have been granted; provided, however, that the Employer shall assign the employee to any permanent vacant position remaining on the third transfer order that is closest to the employee's residence, and provided further that the employee may bid for a permanent assignment on the next transfer order without regard to the one (1) year limitation. If more than one employee is subject to this assignment, the employee(s) on relief the longest will be the first assigned.
2. Subject to the foregoing, relief positions shall operate out of the districts rather than headquarters, except in the rank of Battalion Chief and E.M.S. Field Officer and District Officer which operate out of their respective bureaus/headquarters. Initial promotional assignments to relief positions shall be made by the Employer; except that before promotional assignments to relief positions are made, employees then in relief positions and employees in forty (40) hour permanent positions may bid for and on the basis of seniority receive a minimum of sixty percent (60%) of the relief positions to be filled. Bids shall be closed fifteen (15) days after posting.

3. It is further provided, that any increase or decrease in the number of Bureaus or Districts or the restructure of any Bureaus or Districts deemed necessary by the Employer which would necessitate a decrease, expansion or rotation of relief positions shall without limitation entitle the senior relief employee(s) to opt for a change to any involved positions of his/her choice.
4. The Department will administer the following policy: When the Employer determines that there is an excess on a shift by Daley Day within a District, the least senior relief employee shall be moved unless a more senior relief employee assigned to the shift and Daley Day where such excess exists opts for the change, in which case the senior employee shall be moved. Any dispute in administering this policy shall only be resolved pursuant to discussions between the Business Agent and the District Chief or his designee.

E. The transfer of an employee to a vacancy or assignment of his choice, either pursuant to Section 16.7C or the second and third paragraph of Section 16.7D, that results in the working of successive shifts or a Daley Day change, shall constitute an exception to Section 4.1 of this Agreement.

F. No employee shall be transferred or detailed for punitive reasons.

Section 16.8 Contracting And Subcontracting Of Work.

The Employer recognizes the integrity of the bargaining unit. It is intended and understood that the work described herein, which encompasses all the work of the Fire Department in all of its Bureaus and facets is exclusively the work of bargaining unit employees and, except as otherwise provided, shall be performed by bargaining unit employees.

During the term of this Agreement the Employer shall not contract out, subcontract, or in any manner transfer out or assign to others any work performed by employees covered in this Agreement, except in the case of an emergency involving a natural or human disaster, or where non-bargaining unit personnel or persons have performed such work since January 1, 1984. Further non-bargaining unit personnel or persons may only perform such work or work similar and related to that which they performed since January 1, 1984, strictly provided that any work performed by non-bargaining unit personnel or persons shall not limit any bargaining unit employee's promotional opportunities, cause any bargaining unit employee's classification to be lowered or eliminated, or cause any bargaining unit employee to be laid off or displaced.

The terms contract out or subcontract shall include any agreements requiring work by employees to be performed outside the corporate limits of the City of Chicago or the use of other employees of the City or any other City, Business, etc., to perform the work of the bargaining unit members.

Section 16.9 Protective Gear And Clothing Allowance.

- A. The City shall furnish to all uniformed members of the fire fighting services, as prescribed and/or directed by the Fire Commissioner and consistent with the provisions of Section 12.2, dress uniforms, work clothes and protective clothing and gear, which shall be replaced at the City's expense when worn out through normal use or destroyed or damaged beyond repair. Replacement will be accomplished by the Department as soon as possible and shall be made on an exchange basis, except for a new issue for which no exchange will be necessary. The Employer is not responsible for replacing items lost or stolen. All clothing, except fire coats, helmets, fire boots and dress uniforms shall be considered used up after five (5) years.
- B. Effective January 1, 1995, a platoon employee will receive the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per year, One Hundred Seventy-five and no/100 Dollars (\$175.00) payable on or before March 1st and One Hundred Seventy-five and no/100 Dollars (\$175.00) payable on or before September 1st; a forty (40) hour employee will receive the sum of Five Hundred Twenty-five and no/100 Dollars (\$525.00) per year, Two Hundred Sixty-two and 50/100 Dollars (\$262.50) payable on or before March 1st and Two Hundred Sixty-two and 50/100 Dollars (\$262.50) payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.
- C. Effective January 1, 1997, a platoon employee, except an E.M.S. platoon employee, will receive the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per year, Two Hundred Twenty-five and no/100 Dollars (\$225.00) payable on or before March 1st and Two Hundred Twenty-five and no/100 Dollars (\$225.00) payable on or before September 1st; a forty (40) hour employee will receive the sum of Six Hundred Twenty-five and no/100 Dollars (\$625.00) per year, Three Hundred Twelve and 50/100 Dollars (\$312.50) on or before March 1st and Three Hundred Twelve and 50/100 Dollars (\$312.50) payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

- D. Effective January 1, 1998, a platoon employee, except an E.M.S. platoon employee, will receive the sum of Five Hundred Fifty and no/100 Dollars (\$550.00) per year, Two Hundred Seventy-five and no/100 Dollars (\$275.00) payable on or before March 1st and Two Hundred Seventy-five and no/100 Dollars (\$275.00) payable on or before September 1st; a forty (40) hour employee will receive the sum of Seven Hundred Twenty-five and no/100 Dollars (\$725.00) per year, Three Hundred Sixty-two and 50/100 Dollars (\$362.50) payable on or before March 1st and Three Hundred Sixty-two and 50/100 Dollars (\$362.50) payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.
- E. Effective July 1, 1995, E.M.S. platoon employees will continue to receive the clothing allowance provided for in B above.

Section 16.10 Hook And Ladder, Squad Drivers, Tillerman, Shop Apparatus.

The Employer shall pay the regular Driver and Tillerman of Hook and Ladder Companies, Drivers of Squad Companies, Communications Vans and "B" licensed repair shop drivers (Fire Fighters permanently assigned to the repair shop) at the employee's next pay step. If the employee is at his maximum pay step, that employee will receive an additional four percent (4%). It is provided, however, that such drivers' pay for employees at step 6 and over shall be no less than the monetary equivalent of the percentage difference between Appendix B, steps 5 and 6. The regular driver of the Company shall be the employee selected by the Company Officer and whose duties normally encompass driving the apparatus or squad.

Section 16.11 Training.

A. The Employer and Union are committed to the principle of training for all employees in order to improve the efficiency and effectiveness of the Fire Department. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Fire Department. Training shall be scheduled by the Fire Commissioner or his designee. The Employer will furnish training to the extent it determines necessary and possible in keeping with operational needs and manpower scheduling, for employees interested in becoming qualified for positions of Repair Shops, Training Instructors, Air Mask Service, Air Sea Rescue and Squads. Employees will attend training sessions during their normal hours of duty. Training will be scheduled in manner which does not undermine or

erode the minimum manning standards established in this agreement.

B. The Employer and Union shall each name three (3) representatives to a training committee. Such committee shall meet and discuss ways to improve training and may, by mutual agreement, make recommendations to the Fire Commissioner. The Commissioner shall promptly issue a report as to his views as to the Committee's recommendation. Members of the training committee shall be provided with access to training materials and curriculum, and shall be allowed to monitor training sessions on their off days conducted prior to or concurrent with the training committee's meetings in order to facilitate the committee's work.

C. Employees upon their voluntary request shall be permitted to attend non-required and non-mandatory-job-qualification educational functions or seminars at the Fire Academy during off duty hours and without additional pay. There shall be at least ten (10) days written notification to all work locations prior to such educational functions or seminars.

Section 16.12 Medical Benefit Letter.

Upon written request the Employer shall furnish to all employees who in the course of their employment are injured or become ill resulting from the performance of their duties, a statement showing the period of absence and the amounts received during the period of absence due to such injury or illness. Upon written request the Employer shall also provide to each occupational or duty disability retiree the same statement as above covering the period of absence due to the injury or illness prior to retirement.

The Employer will continue to furnish these documents upon request of the employee until the Internal Revenue Service concludes that they are of no value for tax purposes.

Section 16.13 Indemnification Of Employees.

A. Employer Responsibility.

The Employer shall be responsible for, hold employee harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against an employee covered by this Agreement, subject to the conditions set forth in Section 16.13D.

B. Legal Representation.

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

C. Cooperation.

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this section.

D. Applicability.

The Employer will provide the protections set forth in Sections 16.13A and 16.13B above so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 16.13C with the City of Chicago in defense of the action or actions or claims.

E. Indemnification.

Any obligation of the City of Chicago to indemnify employees for punitive damages assessed, adjudged or otherwise levied shall be based upon city ordinances and/or state statutes providing for such indemnification.

Section 16.14 Special Compensation Time.

If, as a result of a declaration by the Mayor, all employees of the City of Chicago except for police and fire department employees are given a day off or portion thereof with pay, then all employees covered under this Agreement who are required to work during such excused time shall be given additional pay at the straight time hourly rate for all the hours that normally would have been worked by such other City employees.

Article XVII.

Rules And Regulations.

Section 17.1

A. The Union agrees that it and its members shall comply, in full, with all Fire Department Rules and Regulations and Practices and Procedures that are not in conflict with the provisions of this Agreement.

B. The Employer shall name three (3) representatives and the Union shall name three (3) representatives to sit as a committee to review the existing Fire Department rules and regulations. Such committee shall meet promptly and may by mutual agreement made recommendations to the Fire Commissioner. The Fire Commissioner shall promptly issue a report as to his views as to the committee's recommendations.

Section 17.2

New or revised rules and general orders having the effect of changing a rule or regulation may be established from time to time by the Employer. Any such new or revised rule(s) or general order(s) shall be posted ten (10) days before they become effective or enforceable. Where possible, the Employer shall endeavor to discuss proposals for new rules and regulations and general orders with the Rules and Regulations Committee prior to posting.

Section 17.3

The Employer agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause.

Section 17.4 Career Service Exemption.

Chapter 25.1 of the City Code and the rules and regulations promulgated thereunder by the Department of Personnel shall continue in effect to the extent that they are not inconsistent with or in conflict with the provisions of this Agreement.

*Article XVIII.**Savings Clause.*

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

*Article XIX.**Guarantee Of Terms.*

The Employer agrees that this Agreement shall be immediately submitted to the City Council of the City of Chicago for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. Such action by the Council shall commit the City of Chicago to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

*Article XX.**Duration And Termination.**Section 20.1 Notice.*

This Agreement and each of its provisions shall be effective as of July 1, 1995, and shall continue in full force and effect until June 30, 1999, and thereafter, unless either party shall notify the other in writing one hundred fifty (150) days or by February 1, 1999, prior to the anniversary date of the contract that it desires to modify and/or amend this agreement.

Section 20.2 Negotiations.

Negotiations shall commence thirty (30) days later (or by March 1st), and shall continue for a period of sixty (60) days or to May 1st. The parties may extend the negotiation period by mutual agreement.

Section 20.3 Impasse Resolution -- Binding Arbitration Board.

In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three (3) person Arbitration Board, one (1) member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using the same procedures specified in Article X hereof for the selection of a neutral arbitrator who shall be a member of the National Academy. The terms decided upon by the Arbitration Board shall be submitted as provided by applicable state law. The terms of the current agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

Section 20.4 Ratification And Enactment By The City Council.

A. If the parties reach a complete agreement as to the items for negotiation at the end of the negotiating period (Section 20.2), the following procedure shall apply:

- i. The agreement will first be presented to the Union membership with Local Number 2's Executive Board recommendation for ratification.
- ii. Within fifteen (15) days after ratification by the Union membership, the agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and the Union shall cooperate to secure this legislative approval.
- iii. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 20.3 of this Article upon ten (10) days written notice to the other party.

For purposes of this section, rejection by the City Council will be in accordance with applicable state law.

[Appendix "B" referred to in this Collective Bargaining Agreement unavailable at time of printing.]

[Schedule "F" and Side Letters attached to this Collective Bargaining Agreement printed on pages 60399 through 60424 of this Journal.]

Appendix "A", Amendment to Appendix "C" and Appendices "C1", "D", "E", "F" and "G" referred to in this Collective Bargaining Agreement read as follows:

Appendix "A".

Confidential Employees.

A maximum number of thirty-five (35) employees may be excluded from the bargaining unit as confidential employees.

Amendment To Appendix "C".

Appendix "C" will all be the same except for the following:

HEALTH CARE.

A. Medical Plan Changes (Effective January 1, 1997, unless otherwise noted).

1. Revise prescription drug plan as follows:

Retail Drugs.

- (a) For drugs on the City's Preferred Drug List, co-payments for up to the lesser of a thirty-four (34) day supply or one hundred (100) units are as follows: (i) Six and no/100 Dollars (\$6.00) for generic drugs and brand name drugs for which there is no generic equivalent; and (ii) Six and no/100 Dollars (\$6.00) plus the difference between the price of the brand name drug and the generic drug for brand name drugs for which there is a generic equivalent. Said co-payments will be Seven and no/100 Dollars (\$7.00) effective January 1, 1998 and Eight and no/100 Dollars (\$8.00) effective January 1, 1999.
- (b) For drugs not on the City's Preferred Drug List, co-payments for up to the lesser of a thirty-four (34) day supply or one hundred (100) units are as follows: (i) Eight and no/100 Dollars (\$8.00) for generic drugs and brand name drugs for which there is no generic equivalent; and (ii) Eight and no/100 Dollars (\$8.00) plus the difference between the price of the brand name drug and the generic drug for brand name drugs for which there is a generic equivalent. Said co-payments will be Nine and no/100 Dollars (\$9.00) effective January 1, 1998 and Ten and no/100 Dollars (\$10.00) effective January 1, 1999.

Mail Order Drugs.

- (a) For drugs on the City's Preferred Drug List, co-payments for up to a ninety (90) day supply are as follows: (i) Five and no/100 Dollars (\$5.00) for generic drugs (ii) Fifteen and no/100 Dollars (\$15.00) for brand name drugs for which there is no generic equivalent; and (iii) Five and no/100 Dollars (\$5.00) plus the difference between the price of the brand name drug and generic drug for brand name drugs for which there is a generic equivalent.
- (b) For drugs not on the City's Preferred Drug List, co-payments for up to a ninety (90) day supply are as follows: (i) Ten and no/100 Dollars (\$10.00) for generic drugs (ii) Twenty and no/100 Dollars (\$20.00) for brand name drugs for which there is no generic equivalent; and (iii) Ten and no/100 Dollars (\$10.00) plus the difference between the price of the brand name drug and generic drug for brand name drugs for which there is a generic equivalent.

2. Modify the H.M.O plan so that all H.M.O.s will offer similar levels and types of benefit. The following major provisions would apply:
 - (a) Brand co-payment of Five and no/100 Dollars (\$5.00) per script with mandatory dispensing.
 - (b) Five and no/100 Dollars (\$5.00) office visit co-payment.

Limit number of H.M.O.s offered to a maximum of three (3), and provide sufficient geographic provider access to participants.

3. Cover out-patient speech and occupational therapy to the extent that it restores function previously present in an individual who had fully developed skills that were lost due to injury or illness. Therapy to acquire function, or to maintain a level of functioning for a covered person who has not previously reached the level of intellectual speech, motion or physical development normally expected for the covered person's age would not be covered. Sessions in excess of ten (10) in any calendar year would require approval by the utilization review vendor.

Subrogation Language For City Of Chicago.

In the event the Plan provides benefits for injury, illness, medical care or other loss (the "Injury") to any person, the Plan is subrogated to all present and future rights of recovery that person, his parents, heirs, guardians, executors, or other representatives (individually and collectively called the "Participant") may have arising out of the Injury. The Plan's subrogation rights include, without limitation, all rights of recovery a Participant has: 1) against any person, insurance company or other entity that is in any way responsible for providing or does provide damages, compensation, indemnification or benefits for the Injury; 2) under any law or policy of insurance or accident benefit plan providing No Fault, Personal Injury Protection or financial responsibility insurance; 3) under uninsured or underinsured motorist insurance; 4) under motor vehicle medical reimbursement insurance; and, 5) under specific risk or group accident and health coverage or insurance, including, without limitation, premises or homeowners medical reimbursement, athletic team, school or workers compensation coverages or insurance.

Upon notice of an Injury claim, the Plan may assert a subrogation lien to the extent it has provided, or may be required to provide, Injury-related benefits. Notice of either the Plan's right of subrogation or the Plan's subrogation lien is sufficient to establish the Plan's rights of subrogation and entitlement to reimbursement from insurers, third parties, or other persons or entities against whom a Participant may have an Injury-related right of recovery. The Plan shall be entitled to intervene in or institute legal action when necessary to protect its subrogation or reimbursement rights.

The Participant and anyone acting on his behalf shall promptly provide the Plan or its authorized agents with information it deems appropriate to protect its right of subrogation and shall do nothing to prejudice that right and shall cooperate fully with the Plan in the enforcement of its subrogation rights. Reasonable attorney's fees and costs of Participant's attorney shall be paid first (1st) from any recovery by or on behalf of a Participant, and the amount of the Plan's subrogation claim shall be paid next from such recovery. Neither a Participant nor his attorney or other representative is authorized to accept subrogation or other Injury-related reimbursement payments on behalf of the Plan, to negotiate or compromise the Plan's subrogation claim, or to release any right of recovery prior to the payment of the Plan's subrogation claim.

The Participant and all other parties to a recovery are required to contact the Plan to determine, and arrange to pay the Plan's subrogation claim at or prior to the time an Injury-related payment or settlement is made to or for the benefit of the Participant. If the Participant obtains a payment or settlement from a party without the Plan's knowledge and agreement, the Plan shall be entitled to immediate reimbursement of its total subrogation claim from the Participant or any party providing any Injury-related payment. In the alternative, the Plan, in its sole discretion, may deny payment of benefits to or on behalf of the Participant for any otherwise covered claim incurred by the Participant until the amount of the unpaid coverage is equal to and offset by the unrecovered amount of the Plan's subrogation claim.

The Plan Administrator or its authorized agents are vested with full and final discretionary authority to construe subrogation and other Plan terms and to reduce or compromise the amount of the Plan's recoverable interest where, in the sole discretion of the Plan Administrator or its authorized agents, circumstances warrant such action. The Plan shall not be responsible for any litigation-related expenses or attorney fees incurred by or on behalf of a Participant in connection with an Injury claim unless the Plan shall have specifically agreed in writing to pay such expenses or fees.

The payment of benefits to or on behalf of the Participant is contingent on both the Participant's full compliance with the Plan's provisions, including the subrogation provision, and, when the Plan deems appropriate, the Participant's signing of a reimbursement agreement. However, the Participant's failure to sign this reimbursement agreement will not affect the Plan's subrogation rights or its right to assert a lien against any source of possible recovery and to collect the amount of its subrogation claim.

Appendix "C1".

City Of Chicago H.M.O. Healthcare Plan.

(Same as current contract)

Appendix "D".

City Of Chicago Dental P.P.O. And Indemnity Plan.

(Same as current contract)

Appendix "E".

City Of Chicago Vision Care Plan.

(Same as current contract)

Appendix "F".

City Of Chicago Life Insurance Plan.

(Same as current contract)

Appendix "G".

Equal Opportunity.

Section 1. Compliance With Court Settlements And Decrees.

The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring, promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs of this section.

Section 2. Hiring And Recruitment.

A. Goals.

The parties agree that hiring and recruitment programs of the Fire Department shall have as a goal to achieve in the shortest possible time a total force in which approximately thirty percent (30%) shall be Black and fifteen percent (15%) Hispanic. To this end, the hiring and recruitment programs should aim to assure that at least forty-five percent (45%) of all recruits added to the force hereafter shall consist of Black and Hispanic. Within ninety (90) days of the effective date of this Agreement the City will publish the initial steps it plans to take to remove all racial inequalities in the Chicago Fire Department.

B. Programs.

In addition to such other recruiting procedures and programs as the Fire Department may use, the Department will actively advertise for recruits in communities primarily populated by Black and Hispanic residents and in publications and other media specially directed to Black and Hispanic residents and will seek the aid of and will cooperate with church and community organizations in such areas.

Section 3. Transfer And Promotions.

A. Goal.

The parties agree that the transfer and promotion policies of the Fire

Department shall have, as a goal, the inclusion of Black and Hispanic personnel in all categories and all ranks in order to reach as quickly as is reasonably possible a level as close to forty-five percent (45%) as is reasonably achievable.

B. Programs.

1. Training.

All members of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in service training and

Educational programs as well as opportunity for attendance at educational institutions, where necessary with adequate arrangements for paid time to permit the individual to participate in such programs.

2. Equality of Opportunity.

Promotional and transfer opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications, shall be reviewed and any elements which have the effect of discrimination against Blacks or Hispanics shall be eliminated. The Department will take all reasonable steps, by posting and other means, to encourage Black and Hispanic members of the force and applicants for employment to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

3. Remedying Past Discrimination.

There shall be an immediate review of the status of all Black and Hispanic Fire Fighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within ninety (90) days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force to identify those whose time in grade is equivalent to others who have received promotions. The Department shall examine the circumstances of each such member of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and, if so, the facts supporting the conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational

opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieve a passing grade in such examinations and other otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.

- a. **Establishment of Responsibility for Implementation.** The City shall assign a special Department Affirmative Action Officer to assure implementation of the Chicago Fire Department Affirmative Action Plan. The Affirmative Action Officer shall be of equivalent rank as an Assistant Commissioner. It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intra departmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor, initially on a bi-monthly basis for six (6) months, thereafter monthly. The Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the Affirmative Action Plan and shall recommend remedial and corrective action where such is needed. This Officer will serve as a liaison between the City of Chicago and the Community Advisory Board of the Chicago Fire Department, apprizing that body of the progress of the Affirmative Action Plan through periodic reports of areas which need attention and corrective action.
- b. **Agreement Prohibits Sex Discrimination.** Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the same provisions herein recommended shall be applicable for female candidates within the department.

Section 4. Community Advisor Board.

A. Composition.

The City of Chicago shall invite each of a reasonable number of community and church organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven (11) members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two (2) named by Local 2 of the International Association of Fire Fighters.

B. Duties And Powers.

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract, reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once each year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks and Hispanics holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions, including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists and other personnel.

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Schedule "F".
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SCHEDULE F																							
JANUARY 1, 1995																							
SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS																							
ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		MAXIMUM RATE	
CLASS	GRADE	FIRST 6 MOS	AFTER 6 MOS	AFTER 6 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	AFTER 35 YRS OF SERVICE	AFTER 40 YRS OF SERVICE	AFTER 45 YRS OF SERVICE	AFTER 50 YRS OF SERVICE	AFTER 55 YRS OF SERVICE	AFTER 60 YRS OF SERVICE	AFTER 65 YRS OF SERVICE	AFTER 70 YRS OF SERVICE	AFTER 75 YRS OF SERVICE	AFTER 80 YRS OF SERVICE
1	ANNUAL MONTHLY	33,522	35,580	37,620	39,546	41,502	43,590	45,786	47,988	50,224	52,526	54,886	57,304	59,786	62,332	64,944	67,620	70,360	73,164	76,032	78,964	81,960	85,020
2	ANNUAL MONTHLY	27,935	29,655	31,335	32,955	34,595	36,325	38,115	40,000	42,000	44,106	46,302	48,598	50,994	53,390	55,786	58,182	60,578	62,974	65,370	67,766	70,162	72,558
3	ANNUAL MONTHLY	36,096	38,124	40,162	42,200	44,248	46,306	48,374	50,452	52,540	54,648	56,776	58,924	61,092	63,280	65,488	67,716	69,964	72,232	74,520	76,828	79,156	81,504
3A	ANNUAL MONTHLY	36,804	38,880	40,960	43,040	45,120	47,200	49,280	51,360	53,440	55,520	57,600	59,680	61,760	63,840	65,920	68,000	70,080	72,160	74,240	76,320	78,400	80,480
4	ANNUAL MONTHLY	41,100	43,146	45,192	47,238	49,284	51,330	53,376	55,422	57,468	59,514	61,560	63,606	65,652	67,698	69,744	71,790	73,836	75,882	77,928	79,974	82,020	84,066
5	ANNUAL MONTHLY	46,494	48,598	50,702	52,806	54,910	57,014	59,118	61,222	63,326	65,430	67,534	69,638	71,742	73,846	75,950	78,054	80,158	82,262	84,366	86,470	88,574	90,678
6	ANNUAL MONTHLY	51,204	53,784	56,364	58,944	61,524	64,104	66,684	69,264	71,844	74,424	77,004	79,584	82,164	84,744	87,324	89,904	92,484	95,064	97,644	100,224	102,804	105,384

KEY

F1

FIREFIGHTER AND PARAMEDIC RATE

F2

CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE

F3

FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE

F3A

FIRE ENGINEER AND PARAMEDIC IN CHARGE RATE

F4

FIRE LIEUTENANT AND PARAMEDIC AMBULANCE COMMANDER RATE

F5

FIRE CAPTAIN AND PARAMEDIC FIELD OFFICER RATE

F6

FIRE BATTALION CHIEF RATE

KEY

F1 FIREFIGHTER AND PARAMEDIC RATE
 F2 CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE
 F3 FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE
 F3A FIREFIGHTER AND PARAMEDIC IN CHARGE RATE
 F4 FIREFIGHTER AND PARAMEDIC AMBULANCE COMMANDER RATE
 F5 FIREFIGHTER AND PARAMEDIC FIELD OFFICER RATE
 F6 FIREFIGHTER AND PARAMEDIC CHIEF RATE

Schedule "F".
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SCHEDULE F		SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS										
JULY 1, 1995		ENTRANCE RATE										
CLASS GRADE	1.50 INCREASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
		FIRST 6 MOS	AFTER 6 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1	ANNUAL	34,026	36,114	38,184	40,140	42,126	44,244	45,780	47,394	49,050	51,012	53,052
	MONTHLY	2,835.50	3,009.50	3,182.00	3,345.00	3,510.50	3,687.00	3,815.00	3,949.50	4,087.50	4,251.00	4,421.00
2	ANNUAL	36,114	38,184	40,140	42,126	44,244	46,470	48,096	49,758	51,492	53,418	54,996
	MONTHLY	3,009.50	3,182.00	3,345.00	3,510.50	3,687.00	3,872.50	4,008.00	4,146.50	4,291.00	4,451.50	4,593.00
3	ANNUAL	38,184	40,140	42,126	44,244	46,470	48,096	49,758	51,492	53,064	54,996	56,616
	MONTHLY	3,053.00	3,228.50	3,386.50	3,552.50	3,730.50	3,916.50	4,051.00	4,189.50	4,333.50	4,493.50	4,627.50
3A	ANNUAL	37,356	39,462	41,472	43,476	45,666	47,934	49,584	51,282	53,064	54,996	56,616
	MONTHLY	3,113.00	3,288.50	3,456.00	3,623.00	3,803.50	3,994.50	4,132.00	4,273.50	4,422.00	4,583.00	4,718.00
4	ANNUAL	41,718	43,794	45,808	48,342	50,730	53,244	54,996	56,736	58,560	60,444	62,262
	MONTHLY	3,476.50	3,649.50	3,824.00	4,026.50	4,227.50	4,437.00	4,583.00	4,728.00	4,880.00	5,037.00	5,188.50
5	ANNUAL	47,190	49,530	51,972	54,588	57,294	60,192	62,022	63,930	65,868	67,872	69,594
	MONTHLY	3,932.50	4,127.50	4,331.00	4,549.00	4,774.50	5,016.00	5,169.50	5,327.50	5,489.00	5,656.00	5,799.50
6	ANNUAL	51,972	54,588	57,294	60,192	63,174	66,288	68,190	70,116	72,060	73,842	74,898
	MONTHLY	4,331.00	4,549.00	4,774.50	5,016.00	5,264.50	5,524.00	5,682.50	5,843.00	6,005.00	6,153.50	6,241.50

KEY

- F1 FIREFIGHTER AND PARAMEDIC RATE
- F2 CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE
- F3 FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE
- F3A FIRE ENGINEER AND PARAMEDIC IN CHARGE RATE
- F4 FIRE LIEUTENANT AND PARAMEDIC AMBULANCE COMMANDER RATE
- F5 FIRE CAPTAIN AND PARAMEDIC FIELD OFFICER RATE
- F6 FIRE BATTALION CHIEF RATE

1/14/98

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Schedule "F".
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SCHEDULE F														
JANUARY 1, 1996 1.50 INCREASE														
ENTRANCE RATE		SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS												
CLASS GRADE	STEP 1 FIRST 6 MOS	STEP 2 AFTER 6 MOS	STEP 3 AFTER 18 MOS	STEP 4 AFTER 30 MOS	STEP 5 AFTER 42 MOS	STEP 6 AFTER 54 MOS	STEP 7 AFTER 66 MOS	STEP 8 AFTER 78 MOS	STEP 9 AFTER 90 MOS	STEP 10 AFTER 102 MOS	STEP 11 AFTER 114 MOS	MAXIMUM RATE		
1	ANNUAL MONTHLY	34,536 2,878.00	36,654 3,054.50	38,754 3,229.50	40,740 3,395.00	42,756 3,563.00	44,910 3,742.50	46,464 3,972.00	48,102 4,008.50	49,788 4,149.00	51,700 4,315.00	53,850 4,487.50		
2	ANNUAL MONTHLY	36,654 3,054.50	38,754 3,229.50	40,740 3,395.00	42,756 3,563.00	44,910 3,742.50	47,166 3,930.50	48,816 4,068.00	50,502 4,208.50	52,266 4,353.50	54,222 4,510.50	55,811 4,651.50		
3	ANNUAL MONTHLY	38,754 3,099.00	39,276 3,273.00	41,274 3,439.50	43,272 3,606.00	45,438 3,786.50	47,700 3,975.00	49,344 4,112.00	51,024 4,252.00	52,762 4,398.50	54,732 4,561.00	56,364 4,697.00		
3A	ANNUAL MONTHLY	37,914 3,159.50	40,056 3,336.00	42,096 3,508.00	44,130 3,677.50	46,350 3,862.50	48,654 4,050.50	50,328 4,194.00	52,050 4,337.50	53,862 4,488.50	55,818 4,651.50	57,460 4,789.00		
4	ANNUAL MONTHLY	42,342 3,528.50	44,448 3,704.00	46,698 3,891.50	49,068 4,089.00	51,492 4,291.00	54,042 4,503.50	55,818 4,651.50	57,588 4,799.00	59,436 4,953.00	61,350 5,112.50	63,191 5,266.50		
5	ANNUAL MONTHLY	47,898 3,991.50	50,274 4,189.50	52,752 4,396.00	55,404 4,617.00	58,152 4,846.00	61,092 5,091.00	62,952 5,246.00	64,890 5,407.50	66,858 5,571.50	68,992 5,741.00	70,631 5,886.50		
6	ANNUAL MONTHLY	52,752 4,396.00	55,404 4,617.00	58,152 4,846.00	61,092 5,091.00	64,122 5,343.50	67,284 5,607.00	69,210 5,767.50	71,166 5,930.50	73,140 6,095.00	74,952 6,246.00	76,021 6,335.00		
KEY														
F1	FIREFIGHTER AND PARAMEDIC RATE													
F2	CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE													
F3	FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE													
F3A	FIRE ENGINEER AND PARAMEDIC IN CHARGE RATE													
F4	FIRE LIEUTENANT AND PARAMEDIC AMBULANCE COMMANDER RATE													
F5	FIRE CAPTAIN AND PARAMEDIC FIELD OFFICER RATE													
F6	FIRE BATTALION CHIEF RATE													

KEY

- F1 FIREFIGHTER AND PARAMEDIC RATE
- F2 CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE
- F3 FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE
- F3A FIREFIGHTER AND PARAMEDIC IN CHARGE RATE
- F4 FIREFIGHTER AND PARAMEDIC IN CHARGE RATE
- F5 FIREFIGHTER AND PARAMEDIC IN CHARGE RATE
- F6 FIREFIGHTER AND PARAMEDIC IN CHARGE RATE

Schedule "F".
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SCHEDULE F		SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS										
JULY 1, 1996		1.3% INCREASE										
		ENTRANCE RATE										
CLASS	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE
		FIRST 6 MOS	AFTER 6 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1	ANNUAL	35,052	37,206	39,336	41,352	43,398	45,582	47,160	48,822	50,532	52,554	54,660
	MONTHLY	2,921.00	3,100.50	3,278.00	3,446.00	3,616.50	3,798.50	3,930.00	4,068.50	4,211.00	4,379.50	4,555.00
2	ANNUAL	37,206	39,336	41,352	43,398	45,582	47,874	49,548	51,258	53,032	55,038	56,651
	MONTHLY	3,100.50	3,278.00	3,446.00	3,616.50	3,798.50	3,989.50	4,129.00	4,271.50	4,421.00	4,586.50	4,721.50
3	ANNUAL	37,746	39,864	41,892	43,920	46,122	48,414	50,082	51,792	53,574	55,554	57,210
	MONTHLY	3,145.50	3,322.00	3,491.00	3,660.00	3,843.50	4,034.50	4,173.50	4,316.00	4,466.50	4,629.50	4,767.50
3A	ANNUAL	38,484	40,656	42,726	44,790	47,046	49,386	51,084	52,830	54,672	56,658	58,333
	MONTHLY	3,207.00	3,388.00	3,560.50	3,732.50	3,920.50	4,115.50	4,257.00	4,402.50	4,556.00	4,721.50	4,861.00
4	ANNUAL	42,978	45,114	47,400	49,806	52,266	54,852	56,658	58,452	60,330	62,268	64,141
	MONTHLY	3,581.50	3,759.50	3,950.00	4,150.50	4,355.50	4,571.00	4,721.50	4,871.00	5,027.50	5,189.00	5,345.50
5	ANNUAL	48,618	51,030	53,544	56,238	59,022	62,010	63,894	65,862	67,860	69,924	71,701
	MONTHLY	4,051.50	4,252.50	4,462.00	4,686.50	4,918.50	5,167.50	5,324.50	5,488.50	5,655.00	5,827.00	5,975.00
6	ANNUAL	53,544	56,238	59,022	62,010	65,082	68,292	70,248	72,234	74,238	76,074	77,161
	MONTHLY	4,462.00	4,686.50	4,918.50	5,167.50	5,423.50	5,691.00	5,854.00	6,019.50	6,186.50	6,339.50	6,430.00

KEY

- F1 FIREFIGHTER AND PARAMEDIC RATE
- F2 CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE
- F3 FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE
- F3A FIRE ENGINEER AND PARAMEDIC IN CHARGE RATE
- F4 FIRE LIEUTENANT AND PARAMEDIC AMBULANCE COMMANDER RATE
- F5 FIRE CAPTAIN AND PARAMEDIC FIELD OFFICER RATE
- F6 FIRE BATTALION CHIEF RATE

1/14/98

REPORTS OF COMMITTEES

60401

Schedule "F".
(Page 5 of 7)

SCHEDULE F		SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS										
JANUARY 1, 1997		3.50 INCREASE										
		ENTRANCE RATE										
CLASS GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE STEP 11
		FIRST 6 MOS	AFTER 6 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1	ANNUAL	36,276	38,508	40,710	42,798	44,916	47,178	48,810	50,532	52,302	54,396	56,574
	MONTHLY	3,023.00	3,209.00	3,392.50	3,566.50	3,743.00	3,931.50	4,067.50	4,211.00	4,358.50	4,533.00	4,714.50
2	ANNUAL	38,508	40,710	42,798	44,916	47,178	49,568	51,282	53,052	54,906	56,964	58,644
	MONTHLY	3,209.00	3,392.50	3,566.50	3,743.00	3,931.50	4,129.00	4,273.50	4,421.00	4,575.50	4,747.00	4,887.00
3	ANNUAL	39,066	41,262	43,356	45,456	47,736	50,106	51,834	53,604	55,452	57,498	59,214
	MONTHLY	3,255.50	3,438.50	3,613.00	3,788.00	3,978.00	4,175.50	4,319.50	4,467.00	4,621.00	4,791.50	4,934.50
3A	ANNUAL	39,828	42,078	44,220	46,356	48,690	51,114	52,872	54,678	56,586	58,644	60,372
	MONTHLY	3,319.00	3,506.50	3,685.00	3,863.00	4,057.50	4,259.50	4,406.00	4,556.50	4,713.50	4,887.00	5,031.00
4	ANNUAL	44,484	46,692	49,062	51,552	54,096	56,772	58,644	60,498	62,442	64,446	66,390
	MONTHLY	3,707.00	3,891.00	4,088.50	4,296.00	4,509.00	4,731.00	4,887.00	5,041.50	5,203.50	5,370.50	5,532.50
5	ANNUAL	50,322	52,818	55,416	58,206	61,086	64,182	66,132	68,166	70,236	72,372	74,204
	MONTHLY	4,193.50	4,401.50	4,618.00	4,850.50	5,090.50	5,348.50	5,511.00	5,680.50	5,853.00	6,031.00	6,184.00
6	ANNUAL	55,416	58,206	61,086	64,182	67,342	70,680	72,708	74,760	76,836	78,738	79,860
	MONTHLY	4,618.00	4,850.50	5,090.50	5,348.50	5,613.50	5,890.00	6,059.00	6,230.00	6,403.00	6,561.50	6,655.00

KEY

- F1 FIREFIGHTER AND PARAMEDIC RATE
- F2 CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE
- F3 FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE
- F3A FIRE ENGINEER AND PARAMEDIC IN CHARGE RATE
- F4 FIRE LIEUTENANT AND PARAMEDIC AMBULANCE COMMANDER RATE
- F5 FIRE CAPTAIN AND PARAMEDIC FIELD OFFICER RATE
- F6 FIRE BATTALION CHIEF RATE

Schedule "F".
(Page 6 of 7)

SCHEDULE F		SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS												MAXIMUM RATE											
JANUARY 1, 1998		3.15% INCREASE																							
CLASS GRADE		ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11	
		FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 18 MOS	AFTER 18 MOS	FIRST 30 MOS	AFTER 30 MOS	FIRST 42 MOS	AFTER 42 MOS	FIRST 54 MOS	AFTER 54 MOS	FIRST 10 YRS OF SERVICE	AFTER 10 YRS OF SERVICE	FIRST 15 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	FIRST 20 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	FIRST 25 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	FIRST 30 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1	ANNUAL	33,522	39,954	42,234	44,400	46,602	48,948	50,640	52,428	54,264	56,146	58,070	59,994	61,918	63,842	65,766	67,690	69,614	71,538	73,462	75,386	77,310	79,234	81,158	83,082
	MONTHLY	2,793.50	3,329.50	3,519.50	3,700.00	3,883.50	4,079.00	4,220.00	4,369.00	4,522.00	4,684.66	4,848.33	5,013.00	5,177.50	5,342.00	5,506.50	5,671.00	5,835.50	6,000.00	6,164.50	6,329.00	6,493.50	6,658.00	6,822.50	6,987.00
1A	ANNUAL	37,638	39,954	42,234	44,400	46,602	48,948	50,640	52,428	54,264	56,146	58,070	59,994	61,918	63,842	65,766	67,690	69,614	71,538	73,462	75,386	77,310	79,234	81,158	83,082
	MONTHLY	3,136.50	3,329.50	3,519.50	3,700.00	3,883.50	4,079.00	4,220.00	4,369.00	4,522.00	4,684.66	4,848.33	5,013.00	5,177.50	5,342.00	5,506.50	5,671.00	5,835.50	6,000.00	6,164.50	6,329.00	6,493.50	6,658.00	6,822.50	6,987.00
2	ANNUAL	39,954	42,234	44,400	46,602	48,948	51,408	53,208	55,044	56,964	58,884	60,804	62,724	64,644	66,564	68,484	70,404	72,324	74,244	76,164	78,084	80,004	81,924	83,844	85,764
	MONTHLY	3,329.50	3,519.50	3,700.00	3,883.50	4,079.00	4,284.00	4,434.00	4,587.00	4,747.00	4,904.50	5,062.00	5,219.50	5,377.00	5,534.50	5,692.00	5,849.50	6,007.00	6,164.50	6,322.00	6,479.50	6,637.00	6,794.50	6,952.00	7,109.50
3	ANNUAL	40,530	42,810	44,982	47,160	49,524	51,984	53,778	55,614	57,534	59,452	61,370	63,288	65,206	67,124	69,042	70,960	72,878	74,796	76,714	78,632	80,550	82,468	84,386	86,304
	MONTHLY	3,377.50	3,567.50	3,748.50	3,930.00	4,127.00	4,332.00	4,481.50	4,634.50	4,794.50	4,951.00	5,108.50	5,266.00	5,423.50	5,581.00	5,738.50	5,896.00	6,053.50	6,211.00	6,368.50	6,526.00	6,683.50	6,841.00	6,998.50	7,156.00
3A	ANNUAL	41,322	43,656	45,876	48,096	50,514	53,028	54,852	56,730	58,710	60,686	62,662	64,638	66,614	68,590	70,566	72,542	74,518	76,494	78,470	80,446	82,422	84,398	86,374	88,350
	MONTHLY	3,443.50	3,638.00	3,823.00	4,008.00	4,209.50	4,418.00	4,571.00	4,727.50	4,892.50	5,057.50	5,222.50	5,387.50	5,552.50	5,717.50	5,882.50	6,047.50	6,212.50	6,377.50	6,542.50	6,707.50	6,872.50	7,037.50	7,202.50	7,367.50
4	ANNUAL	46,152	48,444	50,904	53,484	56,124	58,902	60,846	62,766	64,782	66,798	68,814	70,830	72,846	74,862	76,878	78,894	80,910	82,926	84,942	86,958	88,974	90,990	92,006	94,022
	MONTHLY	3,846.00	4,037.00	4,242.00	4,457.00	4,677.00	4,908.50	5,070.50	5,233.50	5,396.50	5,559.50	5,722.50	5,885.50	6,048.50	6,211.50	6,374.50	6,537.50	6,700.50	6,863.50	7,026.50	7,189.50	7,352.50	7,515.50	7,678.50	7,841.50
5	ANNUAL	52,212	54,798	57,492	60,390	63,378	66,366	68,610	70,722	72,870	75,018	77,166	79,314	81,462	83,610	85,758	87,906	90,054	92,202	94,350	96,498	98,646	100,794	102,942	105,090
	MONTHLY	4,351.00	4,566.50	4,791.00	5,032.50	5,281.50	5,549.00	5,717.50	5,893.50	6,072.50	6,257.00	6,441.50	6,626.00	6,810.50	6,995.00	7,179.50	7,364.00	7,548.50	7,733.00	7,917.50	8,102.00	8,286.50	8,471.00	8,655.50	8,840.00
6	ANNUAL	57,492	60,390	63,378	66,366	69,354	72,342	75,330	77,562	79,794	82,026	84,258	86,490	88,722	90,954	93,186	95,418	97,650	99,882	102,114	104,346	106,578	108,810	111,042	113,274
	MONTHLY	4,791.00	5,032.50	5,281.50	5,549.00	5,824.00	6,111.00	6,286.00	6,463.50	6,643.00	6,823.50	7,004.00	7,184.50	7,365.00	7,545.50	7,726.00	7,906.50	8,087.00	8,267.50	8,448.00	8,628.50	8,809.00	8,989.50	9,170.00	9,350.50

KEY

F1

FIREFIGHTER AND PARAMEDIC RATE HIRED AFTER JANUARY 1, 1998

F1A

FIREFIGHTER AND PARAMEDIC RATE HIRED BEFORE JANUARY 1, 1998

F2

CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE

F3

FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE

F3A

FIRE ENGINEER AND PARAMEDIC IN CHARGE RATE

F4

FIRE LIEUTENANT AND PARAMEDIC AMBULANCE COMMANDER RATE

F5

FIRE CAPTAIN AND PARAMEDIC FIELD OFFICER RATE

F6

FIRE BATTALION CHIEF RATE

KEY

- F1 FIREFIGHTER AND PARAMEDIC RATE HIRED AFTER JANUARY 1, 1998
- F1A FIREFIGHTER AND PARAMEDIC RATE HIRED BEFORE JANUARY 1, 1998
- F2 CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE
- F2A FIREFIGHTER/ADMINISTRATIVE ASSISTANT AND FIREFIGHTER/TRAINING INSTRUCTOR RATE
- F3A FIREFIGHTER AND PARAMEDIC IN CHARGE RATE
- F4 FIRE ENGINEER AND PARAMEDIC AMBULANCE COMMANDER RATE
- F5 FIRE CAPTAIN AND PARAMEDIC FIELD OFFICER RATE
- F6 FIRE BATTALION CHIEF RATE

Schedule "F".
(Page 7 of 7)

SCHEDULE F		JANUARY 1, 1999		SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS										MAXIMUM RATE													
		2.25% INCREASE		ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11	
CLASS	GRADE	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS	FIRST 12 MOS	AFTER 12 MOS
1	ANNUAL MONTHLY	33,522 2,793.50	40,854 3,404.50	43,182 3,598.50	45,402 3,783.50	47,652 3,971.00	50,052 4,171.00	51,760 4,315.00	53,610 4,467.50	55,482 4,623.50	57,708 4,809.00	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50
1A	ANNUAL MONTHLY	38,484 3,207.00	40,854 3,404.50	43,182 3,598.50	45,402 3,783.50	47,652 3,971.00	50,052 4,171.00	51,760 4,315.00	53,610 4,467.50	55,482 4,623.50	57,708 4,809.00	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50	60,018 5,001.50
2	ANNUAL MONTHLY	40,854 3,404.50	43,182 3,598.50	45,402 3,783.50	47,652 3,971.00	50,052 4,171.00	52,566 4,380.50	54,408 4,534.00	56,280 4,690.00	58,248 4,854.00	60,432 5,036.00	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50	62,214 5,184.50
3	ANNUAL MONTHLY	41,442 3,453.50	43,776 3,648.00	45,896 3,833.00	48,222 4,018.50	50,640 4,220.00	53,154 4,429.50	54,990 4,582.50	56,868 4,739.00	58,830 4,902.50	60,996 5,083.00	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50	62,814 5,234.50
3A	ANNUAL MONTHLY	42,252 3,521.00	44,640 3,720.00	46,908 3,909.00	49,176 4,098.00	51,648 4,304.00	54,222 4,518.50	56,088 4,674.00	58,008 4,834.00	60,030 5,002.50	62,214 5,184.50	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00	64,044 5,337.00
4	ANNUAL MONTHLY	47,190 3,932.50	49,536 4,128.00	52,050 4,337.50	54,690 4,557.50	57,384 4,782.00	60,228 5,019.00	62,214 5,184.50	64,176 5,348.00	66,240 5,520.00	68,370 5,697.50	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00	70,420 5,869.00
5	ANNUAL MONTHLY	53,388 4,449.00	56,028 4,669.00	58,788 4,899.00	61,746 5,145.50	64,806 5,400.50	68,088 5,674.00	70,152 5,846.00	72,312 6,026.00	74,508 6,209.00	76,776 6,398.00	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50	78,720 6,560.50
6	ANNUAL MONTHLY	58,798 4,899.00	61,746 5,145.50	64,806 5,400.50	68,088 5,674.00	71,460 5,955.00	74,992 6,248.50	77,130 6,427.50	79,308 6,609.00	81,510 6,792.50	83,526 6,960.50	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00	84,720 7,060.00

KEY

- FI FIREFIGHTER AND PARAMEDIC RATE HIRED AFTER JANUARY 1, 1998
 FIA FIREFIGHTER AND PARAMEDIC RATE HIRED BEFORE JANUARY 1, 1998
 F2 CROSS TRAINED FIREFIGHTER/PARAMEDIC RATE
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LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200

CHICAGO, ILLINOIS 60606-2002

(312) 372-1648

FACSIMILE (312) 580-7175

DAVID S. ALLEN
THOMAS J. ANGELL
ROBERT S. BATES, JR.
JOSEPH M. BURNS
KAREN I. ENGELHARDT
THOMAS J. ESLER
MARISEL A. HERNANDEZ
STEPHEN B. HORWITZ
PATRICIA A. MERRIMAN
CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN

OF COUNSEL:
MARTIN J. BURNS

August 7, 1996

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974

Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan Mann Crement
Hein Relias P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

Dear Mr. Franczek:

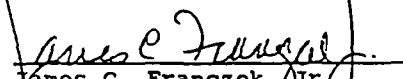
This will reconfirm the understanding of the City and Local 2 that all supplemental-letter agreements which are in writing, and have been signed or initialed through the course of negotiations, are considered incorporated in and part of the Agreement.

Very truly yours,



ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 9th day of August, 1996.



James C. Franczek, Jr.
for the City of Chicago
Chief Labor Negotiator

1/14/98

REPORTS OF COMMITTEES

60405

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
JCF%7331453@mcimail.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606-6785
PHONE 312-986-0300
FAX 312-986-9192
<http://www.nlfpc.com>

September 26, 1997

Mr. Robert S. Sugarman
Jacobs Burns Sugarman Orlove & Stanton
300 West Washington Street, Suite 1200
Chicago, IL 60606

Dear Mr. Sugarman:

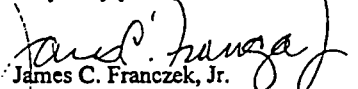
This letter is to confirm the agreement of the parties with regard to FLSA premium pay to EMS employees assigned to platoon duty.

The parties have made no express provision to exclude meal and/or sleep periods from compensable work time for purposes of computing the number of hours that may be subject to FLSA premium pay, and such shall be included.

That this Labor Agreement does not contain such an express provision shall not be offered by either party in any court, arbitration or other legal forum as evidence of either party's legal position with regard to the propriety of such exclusions for sleep and/or meal periods.

Further, it is understood that the Employer may elect to compute the FLSA regular and/or half-time rate in accordance with 1) all applicable precedents, federal regulations and interpretative bulletins, or 2) the method set forth in the Labor Contract (by dividing the employee's annual salary by 2132), provided that the Employer notifies the Union, in writing, of its election by December 31, 1997.

Very truly yours,


James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago

AGREED this 26 day of Sept, 1997.


Robert S. Sugarman
Attorney, Chicago Fire Fighters Union
Local No. 2

JCF:mp

70788.0

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200

CHICAGO, ILLINOIS 60606-2002

(312) 372-1848

FACSIMILE: (312) 580-7175

DAVID S. ALLEN
THOMAS J. ANGELL
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KAREN I. ENGELHARDT
THOMAS J. ESLER
MARISEL A. HERNANDEZ
STEPHEN B. MORWITZ
PATRICIA A. MERRIMAN
CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN

OF COUNSEL:
MARTIN J. BURNS

August 15, 1996

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974

Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan Mann Crement
Hein Relias P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

Re: Assistant Deputy Chief Paramedic

Dear Mr. Franczek:

This will confirm the agreement of the parties with respect to the position of Assistant Deputy Chief Paramedic, formerly designated as District Commander.

Effective upon ratification of the January 1, 1992 - June 30, 1995 Agreement the position of District Commander by agreement was upgraded from pay grade F5 to pay grade F6. Thereafter, effective January 1, 1995, the position of District Commander, up to a maximum of 11 District Commanders, was excluded from the bargaining unit subject to certain express understandings and agreements:

1. Those individuals holding the position of District Commander on the date of ratification of the 1992-1995 Agreement had the option of electing to remain within the bargaining unit. Those who so elected reverted to the position of Field Officer, but continued to be paid at the F6 pay grade. Those who accepted appointment to the exempt rank position were paid at the F6 pay grade, and if subsequent to their acceptance they voluntarily relinquish(ed) such appointment or their appointment is or was rescinded by the Fire Commissioner, they reverted or shall revert to the position of Field Officer and continue to be paid at the F6 pay grade. Subsequent to January 1, 1995, the position of District Commander was redesignated Assistant Deputy Chief Paramedic.

2. It was and is agreed that future appointments to the position of Assistant Deputy Chief Paramedic (formerly designated District Commander) at the F6 pay grade shall come from the rank of Field Officer. If a Field Officer who accepts such appointment voluntarily relinquishes the appointment or the Fire Commissioner rescinds the appointment, that individual shall revert to the position of Field Officer at the F5 pay grade.

1/14/98

REPORTS OF COMMITTEES

60407

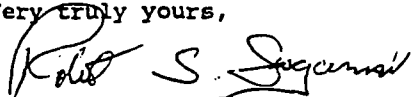
JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

James C. Franczek, Jr.
August 15, 1996
(cont'd Assistant Deputy Chief Paramedic)
Page Two

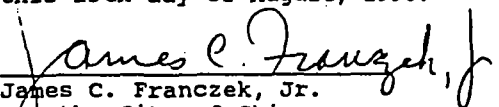
3. It is understood that individuals serving in the exempt rank position of Assistant Deputy Chief Paramedic may have their appointment rescinded by the Fire Commissioner at any time for any reason or no reason, and individuals serving in such position may voluntarily relinquish such position, and in either event the individual shall revert to the position of Field Officer.

4. It is understood that if the Fire Commissioner suspends for 30 days or more or discharges any individual serving in the exempt rank position of Assistant Deputy Chief Paramedic (who shall be considered on a leave of absence from the position of Field Officer) such discipline or discharge shall be considered as being from the Field Officer position and the employee shall be covered by and have recourse to the provisions of the Labor Contract, including but not limited to provisions of Article X (Grievance/Arbitration) and Article XVI, Section 16.2 (Discipline and Discharge).

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 15th day of August, 1996.


James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
JCF%7331453@mcimail.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606-6785
PHONE 312-986-0300
FAX 312-986-9192
<http://www.nlfpc.com>

July 30, 1997

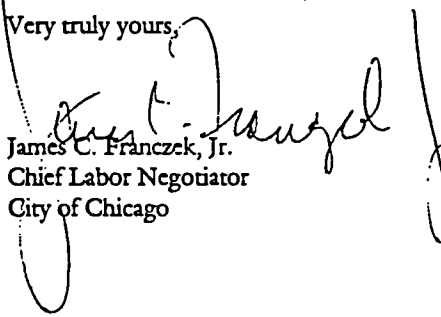
Mr. Robert S. Sugarman
Jacobs Burns Sugarman Orlove & Stanton
300 West Washington Street, Suite 1200
Chicago, IL 60606

Re: Section 5.1.C. Wage and Insurance Protections

Dear Mr. Sugarman:

This letter confirms our understandings regarding Section 5.1.C. (Wage and Insurance Protections) of the collective bargaining agreement. It is understood that, if the City and any of the bargaining units represented by PB-PA Unit 156 should agree to incorporate the current non-salary compensation into salary, Section 5.1.C. will not be applied so as to result in different levels of salaries between comparable police and fire ranks, provided that in no event shall the salary differential between fire captain and fire battalion chief be reduced. If the foregoing comports with your understanding, please sign in the space provided below.

Very truly yours,


James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago

AGREED:


Robert S. Sugarman
Attorney, Chicago Fire Fighters Union
Local No. 2

JCF:mp
68083.0

1/14/98

REPORTS OF COMMITTEES

60409

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

DAVID S. ALLEN
THOMAS J. ANGELL
ROBERT S. BATES, JR.
JOSEPH M. BURNS
KAREN I. ENGELHARDT
THOMAS J. ESLER
MARISEL A. HERNANDEZ
STEPHEN B. HORWITZ
PATRICIA A. MERRIMAN
CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN

300 WEST WASHINGTON STREET, SUITE 1200
CHICAGO, ILLINOIS 60606-2002
(312) 372-1848
FACSIMILE (312) 590-7175

OF COUNSEL:
MARTIN J. BURNS

July 15, 1996

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974

Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan Mann Crement
Hein Relias P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

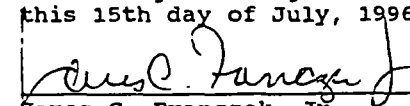
Dear Mr. Franczek:

This will reconfirm the agreement of the parties that should the City increase the maximum mileage allowance of \$210 per month in the Appropriations Ordinance for other employees of the City during the term of this Agreement, the City agrees to amend Section 16.6 to reflect the monthly dollar increase. Other aspects of Section 16.6 will remain unchanged.

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 15th day of July, 1996.


James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
JCFX7331453@mcimail.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606-6785
PHONE 312-986-0300
FAX 312-986-9192
<http://www.nlfpc.com>

September 26, 1997

Mr. Robert S. Sugarman
Jacobs Burns Sugarman Orlove & Stanton
300 West Washington Street, Suite 1200
Chicago, IL 60606

Re: Retiree Health Insurance Benefits

Dear Mr. Sugarman:

The purpose of this letter is to memorialize the understandings that were reached as a result of recent discussions between the City and the Union regarding retiree health benefits for Non-Medicare Annuitants ("Annuitants") and their dependents.

As a result of those discussions, the City and the Union agree, as follows:

1. Effective November 1, 1996, cap each post-1987 (*i.e.* on or after January 1, 1988) Annuitant's share of monthly premiums of both plans ("Old" or Indemnity plan and "New" or PPO plan) at \$190 with yearly increases to take effect no sooner than April 1, 1998 at the per annum rate of 10% or the per annum rate as determined by Segal, whichever is lower.
2. Effective November 1, 1996, cap each pre-January 1, 1988 Annuitant's share of monthly premium at \$190 and City shall pay any increase thereafter until Annuitant becomes Medicare eligible. If the Annuitant does not become Medicare eligible, the Annuitant's share of monthly premiums will continue to be capped at \$190 and the City will pay any increases.
3. Those Annuitants (both pre-1988 and post-1987) whose share of monthly premiums are less than \$190 shall not have their premium share increased, except post-1987 Annuitants may have their share of monthly premiums increased as provided in Paragraph 1 above; and premiums for pre-1988 Annuitants shall be subject to Paragraph 2 above.

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

Mr. Robert S. Sugarman
September 26, 1997
Page 2

4. In no event shall any Annuitant's share of monthly premium exceed 10% of the Annuitants' monthly annuity.

5. Current "Old Plan" (*i.e.* Indemnity plan) Annuitants (both pre-1988 and post-1987) shall transfer to the "New Plan" (*i.e.* PPO plan) by July 1, 1998 and post-1987 Annuitants shall pay premiums as provided in Paragraph 1 above, except:

a. those Annuitants who, under the PPO plan, do not have a PPO network available will have the benefits of the PPO according to its terms and pay their share of premiums as provided in Paragraph 1 or Paragraph 2 above;

b. those Annuitants who do not desire to transfer to the PPO plan, though a PPO network is available, may remain in the "Old Plan" (*i.e.* Indemnity plan) but shall be required to pay the Segal determined rate for that plan in accord with the Court decree (commonly known as "*Korshak*") entered by Judge Green on December 12, 1989. Accordingly, on or after July 1, 1998, Paragraphs 1, 2 and 4 shall not apply to them.

6. Future Annuitants who retire on or after ratification of the collective bargaining agreement and before attaining age 60 must go into the retiree PPO plan, as provided in contract Section 12.1.C. Current Annuitants who retired before ratification of the collective bargaining agreement may not transfer from the retiree PPO plan to the Indemnity plan, except, current Annuitants who retired between July 1, 1995 and the date of ratification of the collective bargaining agreement and who are age 60 or over at the date of ratification shall be covered as provided in contract Section 12.1.B. Future Annuitants who retire on or after ratification of the collective bargaining agreement and who are age 60 or over at the time of retirement shall be covered as provided in contract Section 12.1.B.

7. The City and the Union acknowledge that it is necessary to continue the legislative \$75/\$45 subsidy through June 30, 2002 for all Annuitants from the annuity and benefits fund.

8. The current "New" (PPO) plan and current "Old" (Indemnity) plan and all of their terms in effect July 1, 1996 shall remain in effect through June 30, 2002.

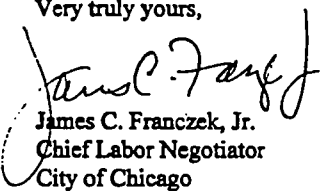
FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

Mr. Robert S. Sugarman
September 26, 1997
Page 3

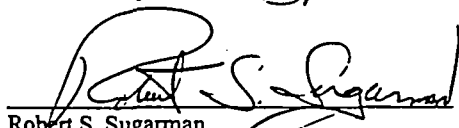
9. The City and the Union also agree and recognize that the *Korshak* Decree will be amended promptly to reflect the above and that the parties will request that that decree stay in effect until June 30, 2002.

10. The City and the Union also acknowledge that the understandings contained herein, with the exception of the contract Section 12.1.B and contract Section 12.1.C referenced in Paragraph 6 above, are not subject to the grievance or impasse resolution procedures of their collective bargaining agreement.

Very truly yours,


James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago

AGREED this 26th day of September, 1997.


Robert S. Sugarman
Attorney, Chicago Fire Fighters Union
Local No. 2

JCF:mp
72485.0

1/14/98

REPORTS OF COMMITTEES

60413

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200

CHICAGO, ILLINOIS 60606-2002

(312) 372-1646

FACSIMILE: (312) 580-7175

DAVID S. ALLEN
THOMAS J. ANGELL
JOSEPH M. BURNS
KAREN I. ENGELHARDT
MARISEL A. HERNANDEZ
PETER HINES
STEPHEN B. HORWITZ
CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN
SHERRIE E. VOYLES*

OF COUNSEL:
MARTIN J. BURNS
THOMAS J. ESLER
EDWARD R. GALE

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974
ROBERT S. BATES, JR. 1983-1996

July 15, 1996

*LICENSED IN MICHIGAN & OHIO ONLY

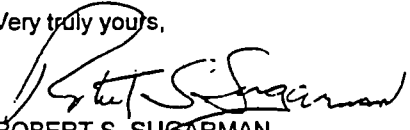
Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan P.C.
300 S. Wacker Drive
Chicago, IL 60606

Dear Mr. Franczek:

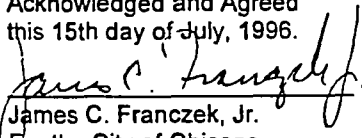
This will confirm the agreement of the City and Local 2 that uniformed employees of the Chicago Fire Department, their eligible dependents and members of their immediate family (as defined in contract Section 7.5), and retired fire personnel and the retiree's spouse will be exempt from fees for emergency medical services performed by the Chicago Fire Department; and that the provisions of General Order 93-005 (June 2, 1993) shall remain in effect, except as modified herein.

Your confirming this agreement in the space provided below will be appreciated.

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 15th day of July, 1996.


James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

FRANCZEK.715

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200

CHICAGO, ILLINOIS 60606-2002

(312) 372-1646

FACSIMILE: (312) 580-7175

DAVID S. ALLEN
THOMAS J. ANGELL
ROBERT S. BATES, JR.
JOSEPH M. BURNS
KAREN L. ENGELHARDT
THOMAS J. ESLER
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STEPHEN B. HORWITZ
PATRICIA A. MERRIMAN
CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN

OF COUNSEL:
MARTIN J. BURNS

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974

September 18, 1996

Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan Mann Crement
Hein Relias P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

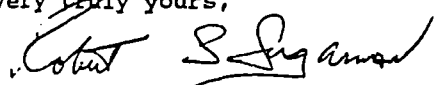
Dear Mr. Franczek:

This is to confirm that the City of Chicago and Chicago Fire Fighters Union Local No. 2 agree that, notwithstanding anything that may be to the contrary in Medical Plan documents, disputes concerning medical care coverage and benefits may be submitted and resolved pursuant to the provisions of Article X. It is further understood that no such disputes may be subject to Article X resolution until the Benefits Office appeals process has been exhausted.

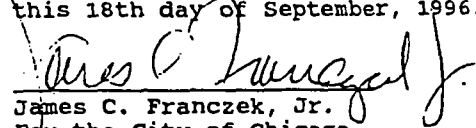
This is also to confirm the agreement of the parties that the City's Medical Care Plan will not require re-enrollment for current uniformed Fire Department bargaining unit members and their eligible dependents who have complied with the enrollment requirement subsequent to January 1, 1984.

Your confirming this understanding in the space provided below will be appreciated.

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 18th day of September, 1996.


James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

1/14/98

REPORTS OF COMMITTEES

60415

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200

CHICAGO, ILLINOIS 60606-2002

(312) 372-1848

FACSIMILE: (312) 580-7175

DAVID S. ALLEN
THOMAS J. ANGELL
ROBERT S. BATES, JR.
JOSEPH M. BURNS
KAREN I. ENGELHARDT
THOMAS J. ESLER
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STEPHEN B. MORWITZ
PATRICIA A. MERRIMAN
CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN

OF COUNSEL:
MARTIN J. BURNS

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974

August 8, 1996

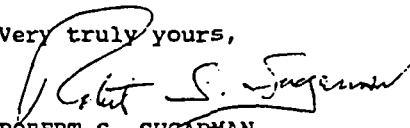
Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan Mann Crement
Hein Relias P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

Dear Mr. Franczek:

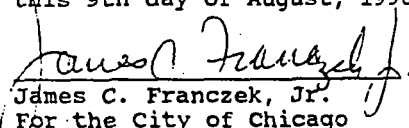
This is to reconfirm the agreement of the City and Local 2 to continue the practice in Bureaus, other than the Bureau of Fire Suppression and Rescue and the Bureau of Emergency Medical Services, that trades and exchanges between Firefighters and Fire Officers shall be permitted, and that Firefighters or Officers, when authorized, may act in the position of Fire Officers who are absent, in which case the Firefighter or Officer shall be compensated at the same rate he would earn if promoted to the higher rank or at his own rate, whichever is greater.

The matter of Firefighters acting as Lieutenants in the shops shall be governed by §16.4A.4.

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 9th day of August, 1996.


James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200
CHICAGO, ILLINOIS 60606-2002312 372-1648
FACSIMILE 312 580-7175DAVID S. ALLEN
THOMAS J. ANGELL
ROBERT S. BATES, JR.
JOSEPH M. BURNS
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CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMANOF COUNSEL:
MARTIN J. BURNSJOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974

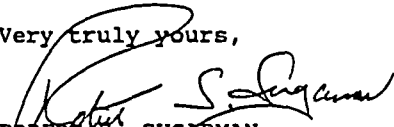
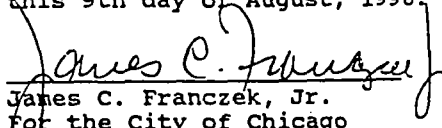
August 8, 1996

Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan Mann Crement
Hein Relias P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

Dear Mr. Franczek:

This letter reconfirms the Employer's and the Union's understanding regarding the language in Section 16.7C which provides that ... "Such assignment vacancies in the classifications and/or ranks of firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority by the geographically designated offices in that Bureau, (i.e., South, West, North, Central and North Kedzie)." The parties recognize that circumstances may change and that as result of those circumstances and to improve efficiency of operations, by determining the methods, means and personnel by which the Department's operations are to be conducted, the complement of employees assigned to a given office in the Bureau may be increased or decreased at the Employer's discretion. This letter also confirms that the referenced modification to Section 16.7C does not subtract from the intent of Section 16.8 Contracting and Subcontracting of Work.

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2Acknowledged and Agreed
this 9th day of August, 1996.
James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

1/14/98

REPORTS OF COMMITTEES

60417

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200

CHICAGO, ILLINOIS 60606-2002

(312) 372-1646

FACSIMILE: (312) 580-7175

DAVID S. ALLEN
THOMAS J. ANGELL
ROBERT S. BATES, JR.
JOSEPH M. BURNS
KAREN I. ENGELHARDT
THOMAS J. ESLER
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CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN

OF COUNSEL:
MARTIN J. BURNS

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974

September 11, 1996

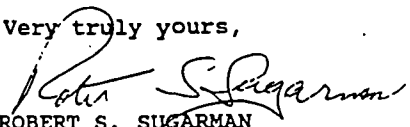
Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan Mann Crement
Hein Relias P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606

Dear Mr. Franczek:

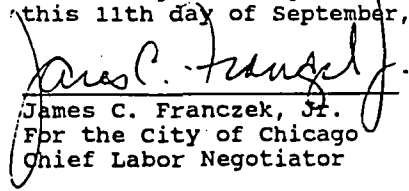
This will confirm that the City of Chicago and Chicago Fire Fighters Union Local No. 2 agree that, because of the necessity that meals be prepared and eaten on duty, those employees authorized to be away from the fire house during their duty hours for the purpose of food shopping shall be considered to be engaged in the performance of duties and any injuries sustained while so engaged shall be considered duty-related.

Your confirming this understanding in the space provided below will be appreciated.

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 11th day of September, 1996.


James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
JCF%7331453@mcimail.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606-6785
PHONE 312-986-0300
FAX 312-986-9192
<http://www.nlfpc.com>

September 26, 1997

Mr. Robert S. Sugarman
Jacobs Burns Sugarman Orlove & Stanton
300 West Washington Street, Suite 1200
Chicago, IL 60606

Dear Mr. Sugarman:

This letter will confirm the parties' understanding that if the City makes out of rank order promotions for affirmative action purposes from examinations administered after January 1, 1997, the City will:

- a. use one standard error of difference (SED); and
- b. use the promotional methodology referenced below.

The SED is determined by the formula: the standard error of measurement (SEM) multiplied by the square root of two ($SED = SEM \sqrt{2}$.) The SEM is determined by the formula: the standard deviation of the test scores multiplied by the quantity, the square root of one minus the reliability coefficient for the test ($SEM = \sigma \sqrt{1 - r_{\text{composite}}}$; where σ represents the standard deviation of observed scores on the overall test, and $r_{\text{composite}}$ represents the reliability estimate of the overall test.) The SEM and the SED will be determined by the City's consultant, to be verified by the Union's consultant, and the City will provide the necessary data to the consultants for this purpose.

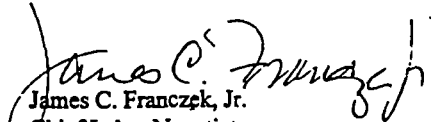
The City acknowledges the band widths shall be no wider than one (1) SED and that it will use the same fixed/sliding band methodology it has been using for promotions during the period of the last agreement, but using one (1) SED for band widths. It is understood that this letter agreement does not apply to performance selection promotions described in Section 9.3.B.4.

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

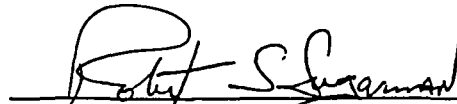
Mr. Robert S. Sugarman
September 26, 1997
Page 2

It is also agreed that nothing contractually or herein shall be construed to waive any party's or employee's claim involving constitutional or statutory rights or to waive judicial resolution of any such claim.

Very truly yours,


James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago

AGREED this 26th day of September, 1997.


Robert S. Sugarman
Attorney, Chicago Fire Fighters Union
Local No. 2

JCF:mp
72468.0

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
JCF%7331453@mcimail.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606-6785
PHONE 312-986-0300
FAX 312-986-9192
<http://www.nlfpc.com>

September 26, 1997

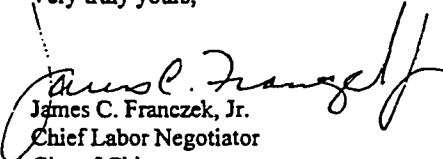
Mr. Robert S. Sugarman
Jacobs Burns Sugarman Orlove & Stanton
300 West Washington Street, Suite 1200
Chicago, IL 60606

Dear Mr. Sugarman:

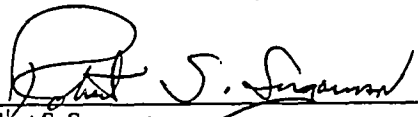
This letter will confirm the agreement between the City and Local 2 that, in the event the City utilizes performance selection promotions from eligibility lists derived from examinations administered after January 1, 1997, the City will forego making such promotions on the last promotional order before the eligibility list is retired.

The City agrees that the last promotional order will include at least 10% of the total promotions previously made from that eligibility list and such last promotions shall be made pursuant to Section 9.3.B.2.

Very truly yours,


James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago

AGREED this 26th day of September, 1997.


Robert S. Sugarman
Attorney, Chicago Fire Fighters Union
Local No. 2

JCF:mp

72472.0

1/14/98

REPORTS OF COMMITTEES

60421

LAW OFFICES

JACOBS, BURNS, SUGARMAN, ORLOVE & STANTON

300 WEST WASHINGTON STREET, SUITE 1200

CHICAGO, ILLINOIS 60606-2002

(312) 372-1848

FACSIMILE: (312) 680-7175

DAVID S. ALLEN
THOMAS J. ANGELL
JOSEPH M. BURNS
KAREN I. ENGELHARDT
MARISEL A. HERNANDEZ
PETER MINES
STEPHEN B. MORWITZ
CHARLES ORLOVE
RICHARD M. STANTON
ROBERT S. SUGARMAN
SHERRIE E. VOYLES*

OF COUNSEL:
MARTIN J. BURNS
THOMAS J. ESLER
EDWARD R. GALE

JOSEPH M. JACOBS 1931-1995
ALBERT GORE 1956-1974
ROBERT S. BATES, JR. 1983-1996

September 26, 1997

*LICENSED IN MICHIGAN & OHIO ONLY

Mr. James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan P.C.
300 S. Wacker Drive
Chicago, IL 60606

Dear Mr. Franczek:

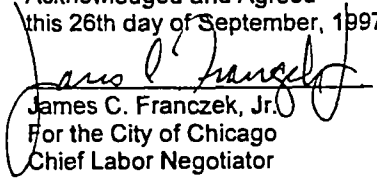
This will confirm the agreement of the parties with respect to the implementation of contract sections 7.1.A.2.(b). and 7.1.A.3. which, effective January 1, 1997, provide for an additional duty day of vacation commencing in 1997 for platoon employees (except for the Bureau of E.M.S.) upon completion of 25 years of service or more prior to July 1. In view of the fact that the agreement will not be ratified by the parties in time for all such employees to receive their additional vacation day in 1997, those employees who have not received their additional vacation day by December 31, 1997, shall in lieu thereof be paid an amount equivalent to one vacation duty day at their straight time and basic hourly rate of pay in effect in 1998 and such payment shall be made by February 1, 1998.

Your confirming this agreement in the space provided below will be appreciated.

Very truly yours,


ROBERT S. SUGARMAN
Attorney, Chicago Fire Fighters
Union, Local No. 2

Acknowledged and Agreed
this 26th day of September, 1997.


James C. Franczek, Jr.
For the City of Chicago
Chief Labor Negotiator

FRANCZEK.926

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
JCFX7331453@mcimail.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606-6785
PHONE 312-986-0300
FAX 312-986-9192
<http://www.nlfpc.com>

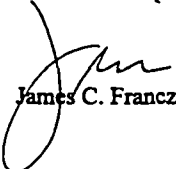
September 26, 1997

Mr. Robert S. Sugarman
Jacobs Burns Sugarman Orlove & Stanton
300 West Washington Street, Suite 1200
Chicago, IL 60606

Dear Bob:

This letter will confirm that the City will pay employees the retroactive pay due to them within sixty (60) calendar days of written notification from you of ratification of the collective bargaining agreement by Local 2. Payment of retroactive pay assumes, of course, approval of the contract by the City Council.

Very truly yours,



James C. Franczek, Jr.

JCF:mp

72493.0

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 Shaw, Balcer, Burke, Jones, Troutman, Solis, Colom, Allen, Natarus, Bernardini and Stone. 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Alderman Burke then moved that the Clerk publish written remarks submitted by aldermen relative to any resolution adopted through the Agreed Calendar. The motion *Prevailed*.

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. MICHAEL KENNEDY.

WHEREAS, All Chicagoans are saddened by the tragic loss of Michael Kennedy, who at the age of thirty-nine suffered fatal injuries in a skiing accident on December 31, 1997; and

WHEREAS, The son of the late Senator Robert Kennedy, and nephew of the late President John F. Kennedy and Senator Edward M. Kennedy, Mr. Kennedy inherited his family's interest in government and our political system; and

WHEREAS, Mr. Kennedy also displayed an impressive talent for organization and coordination of complex and challenging tasks, and he applied this talent to the direction and management of several political campaigns, all for victorious candidates; and

WHEREAS, Mr. Kennedy also shared his family's deep commitment to helping those in need. From 1987 until his death, he served as chairman of Citizens Energy Corp., which helps one hundred forty-seven New England homeless shelters with winter heating bills and provides other assistance to the needy; and

WHEREAS, Mr. Kennedy was the co-founder of Stop Handgun Violence, a not-for-profit advocacy organization. He was also active in encouraging the development of peace and prosperity abroad, through investment in Angola and post-apartheid South Africa; and

WHEREAS, Mr. Kennedy is survived by his wife, Victoria; and their sons Michael, Kyle and Rory; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby honor the life and memory of Michael Kennedy, and we join his family in mourning their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mr. Kennedy's family as a sign of our sympathy and good wishes.

Alderman Burke submitted the following written remarks:

Mr. President, ladies and gentlemen of the Chicago City Council -- as 1997 came to an end, this past New Year's Eve, the nation and the world watched, with silent pity, as unexpected tragedy once again forced its way into the lives of the Kennedy family. The death of Michael Kennedy, the forth son of the late Robert F. Kennedy, on a Colorado ski slope, teams with both sadness and irony. His death before the eyes of his own children becomes a horrific reminder for generations of Americans of the disturbing deaths that claimed the lives of his own father and his uncle President John Fitzgerald Kennedy.

Sadly, the American public has come to know a younger generation of Kennedy children often only through tabloid reports of their exploits or the titillating failures of their best judgments.

Too often, the enormous good that they have accomplished for others, particularly the most vulnerable in our society, is less visible. It is said they live with great expectations and under great scrutiny.

Michael Kennedy's life and death found such expectations and scrutiny. In trying to live out those expectations which were the legacy of his late father, Michael Kennedy brought much good into the lives of many forgotten Americans.

When his older brother Joe took a seat in United States Congress, Michael took over Citizens Energy Corporation, a socially responsible fuel company which permitted low-income families access to cut-rate heating oil. The social benefit of this enterprise has had a remarkable effect on the lives of poor Americans.

Michael Kennedy helped to found Stop Handgun Violence, an organization that created a national campaign that focused on the youngest victims of handgun violence.

Michael was a gifted and bright young man who struggled to ease the burdens in the lives of those less fortunate than himself. He struggled also with the tension of duty and entitlement, something to which his father had committed his life.

He believed in continuing his father's work for the dispossessed whether in this country or in places like Ecuador, where he helped to arrange loans for women-run businesses or in Angola, where he was instrumental in helping start a new university.

To his family, his mother Ethel, his wife Victoria, his children, Michael, Kyle and Rory, his brothers and sisters and all the members of the Kennedy family, we extend our deep and prayerful sympathy.

We are reminded today of the words of the late Senator Robert Kennedy who in looking ahead at his own destiny, speaks to the destiny of all Americans "Each time a man stands up for an ideal", he said, "he sends forth a tiny ripple of hope".

In such hope, may Michael Kennedy be received into the hands of God.

*CONGRATULATIONS EXTENDED TO MR. FLOYD KALBER ON
RETIREMENT FROM CAREER IN TELEVISION
NEWS BROADCASTING.*

WHEREAS, Legendary anchorman Floyd Kalber soon will be retiring, ending an illustrious career of almost fifty years in television news; and

WHEREAS, Mr. Kalber entered the field of television news broadcasting in 1949, when he became news director and anchor at KMTV, an NBC affiliate in Omaha, Nebraska; and

WHEREAS, Mr. Kalber has spent most of his distinguished career as a news anchor in Chicago, first at WMAQ-TV/Channel 5 between 1960 and 1976, and later at ABC 7 NEWS since 1984; and

WHEREAS, Between those stints in Chicago, Mr. Kalber served as news anchor for NBC's "Today Show", and as an NBC network correspondent on specials and documentaries; and

WHEREAS, Mr. Kalber's many years of excellence in television news broadcasting has brought him numerous honors, including five Emmy awards; and

WHEREAS, For nearly a half century, Floyd Kalber has reported the news with extraordinary insight, accuracy and compassion, and the citizens of Chicago will surely miss his remarkable talents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby congratulate Floyd Kalber upon his retirement from a long and distinguished career in television news broadcasting, and wish him the best of luck in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Kalber as a sign of our esteem.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

**CONGRATULATIONS EXTENDED TO MRS. UNA JORDAN SUTTLES
ON LIFETIME ACCOMPLISHMENTS.**

WHEREAS, On February 22, 1998, Blackwell Memorial African Methodist Episcopal Zion Church will honor Mrs. Una Jordan Suttles; and

WHEREAS, Mrs. Una Jordan Suttles has been a member of the Blackwell Memorial African Methodist Episcopal Zion Church in the City of Chicago since 1947; and

WHEREAS, She has built a reputation that is characterized by energy, faithfulness and responsibility; and

WHEREAS, Mrs. Una Jordan Suttles is known in Chicago as a keeper of the faith, an expert seamstress, a good citizen, wife and mother; and

WHEREAS, Her church work, especially in the Sunday School, has touched many persons and left valued impressions on their lives because of her willing spirit, kindness, and for serving as an example of love given without qualification, making the world a better place; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby congratulate Mrs. Una Jordan Suttles for her lifetime accomplishments and wish her success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Una Jordan Suttles.

CONGRATULATIONS EXTENDED TO MRS. ROBERTA CADE JACKSON
SUTTON ON LIFETIME ACCOMPLISHMENTS.

WHEREAS, On February 8, 1998, Blackwell Memorial African Methodist Episcopal Zion Church will honor Mrs. Roberta Cade Jackson Sutton; and

WHEREAS, Mrs. Roberta Cade Jackson Sutton has been a faithful member of the Blackwell Memorial African Methodist Episcopal Zion Church since 1943; and

WHEREAS, She has diligently served her church and the City of Chicago as keeper of the faith, educator in the public school system, health professional, business woman, mother and grandmother; and

WHEREAS, Mrs. Roberta Cade Jackson Sutton has not hesitated to share her gifts and talents in the area of music; and

WHEREAS, Mrs. Sutton has been an example of fortitude, courage and tenacity in her desire to advance her education late in life, to the point where she has been awarded two master's degrees; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, in meeting assembled this fourteenth day of January, 1998, do hereby congratulate Mrs. Roberta Cade Jackson Sutton for her lifetime accomplishments and wish her success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Roberta Cade Jackson Sutton.

Presented By

ALDERMAN SHAW (9th Ward):

**CONGRATULATIONS EXTENDED TO MRS. AGNES L. BAKER
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Agnes L. Baker, an enthusiastic and much loved resident of Chicago's great south side, celebrates her one hundredth birthday, April 2, 1998; and

WHEREAS, Born April 2, 1898, in Gasburg, Virginia, the former Agnes L. Edwards was raised there and educated in Emporia, Virginia. In 1920, she was united in holy matrimony with Joseph Nathan Baker, and in 1921 the family -- their son, Eddie, was the first born -- moved to Chicago and settled on South Evans Avenue where two daughters, Georgine and LaRue, were born. During a family reunion in Virginia in 1928, their last child, Louise, was born; and

WHEREAS, Joseph Nathan Baker served his country honorably on the battlefields of France during World War II. He passed away in 1971. Having nurtured a fine family, Agnes L. Baker became a professional housekeeper until her retirement in 1959. A devout member of All Nations Missionary Church, she suffered a fall in 1997 and remains confined to a wheelchair, but with indomitable good spirits. She resides in the Rosemore/Roseland community where she enjoys the company of good neighbors; and

WHEREAS, Her husband, their son, Eddie, and their daughter, Georgine, having advanced to a better life, Agnes L. Baker has many, many friends with whom to celebrate this great occasion, plus her wonderful family: two daughters, eight grandchildren, eight great-grandchildren, and a host of other loving relatives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby express our heartiest congratulations to Agnes L. Baker in celebration of her one hundredth birthday, and we extend to this fine citizen our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Agnes L. Baker.

Presented By

ALDERMAN BALCER (11th Ward):

TRIBUTE TO LATE MRS. MAE HEALY BRICE.

WHEREAS, Almighty God in his infinite wisdom called Mae Healy Brice to her final reward on December 25, 1997; and

WHEREAS, Mae Brice was the beloved wife of the late Harry L. Brice, Sr.; and

WHEREAS, Mae Brice was the loving mother of Mary Ann Egan, married to Thomas; Nora "Patty" Karr, married to James; Bernard Brice, married to Mary Alice; and Harry Brice, married to Jennifer Duncan; and

WHEREAS, Mae Brice was the cherished grandmother of Tom Egan, married to Laurie; Tim Egan, married to Pat; Kathleen Ecklund, married to Barry; Kerry Kilbane, married to Jim; Mary Kate and Michael Karr, Daniel and Patrick Brice; and Kate and Andrew Brice; and

WHEREAS, Mae Brice was the dear great-grandmother of seven, and aunt and great-aunt to many nieces and nephews; and

WHEREAS, Mae Brice was known by her many friends and family members as a kind and caring woman, gentle of spirit and virtuous of character, who would generously give of herself to her loved ones, and received much love in return; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby extend to the family of the late Mae Brice 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 Mae Brice as a sign of our sympathy and good wishes.

*CONGRATULATIONS EXTENDED TO FIFTH GRADE STUDENTS OF
SAINT BARBARA ELEMENTARY SCHOOL ON SUCCESSFUL
COMPLETION OF COOK COUNTY SHERIFF'S
DEPARTMENT DRUG ABUSE RESISTANCE
EDUCATION PROGRAM.*

WHEREAS, The fifth grade students of Saint Barbara Elementary School have duly completed training under the aegis of the Cook County Sheriff Michael Sheahan's Drug Abuse Resistance Education program (D.A.R.E.); and

WHEREAS, The increasing pressure from undesirable social factors has the potential to lead today's youth astray, thus programs like D.A.R.E. are necessary to provide students with the knowledge, self-esteem and strength of character to resist such pressure; and

WHEREAS, The students have benefitted from the positive classroom environment maintained by their teacher, Mrs. Sikora, their principal, Dorene Hurckes, and their D.A.R.E. program instructor, Officer Al Martinez; and

WHEREAS, The fifth grade students of Saint Barbara Elementary School have pledged to practice the D.A.R.E. principles of saying "No" to the use of illegal drugs, and "Yes" to the benefits of a good education; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998; do hereby salute and offer our heartiest congratulations to the following students from Saint Barbara's fifth grade on their outstanding achievements:

Sarah Choy, Heather Dyjak, Connie Grimmitt, Brenda Guzman, Nina Hickey, Nicole Johnson, Holly Jordan, Gerald Lakomiak, Diane Montez, Vanessa Rodriguez, Carl Roels, Anthony Russo, Lisa Schmidt, Kelly Stempinski, and Michelle Sus,

and we extend to these young citizens 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 the fifth grade class at Saint Barbara Elementary School as a symbol of their fine work and bright future as young citizens of their community.

*CONGRATULATIONS EXTENDED TO UNITED STATES MARINE CORPS
RESERVE ON CONTINUED EFFORTS TO SERVE NEEDY CHILDREN
THROUGH TOYS FOR TOTS PROGRAM.*

WHEREAS, Since 1947, the annual Toys for Tots campaign, conducted by the United States Marine Corps Reserve, has brought Christmas joy to millions of children in over two hundred communities across America; and

WHEREAS, The Toys for Tots program was founded in 1947 by Major Bill Hendricks, a member of the Marine Corps Reserve in Los Angeles. In its first year, Marine reservists supporting Toys for Tots collected and distributed toys to over five thousand needy children; and

WHEREAS, In 1948, the Toys for Tots program became a national effort of the Marine Corps, and in the past fifty years approximately two hundred thirty million toys have been distributed; and

WHEREAS, In his civilian career, Major Hendricks was publicity director for Warner Bros. Studios, a position which enabled him to enlist the support of many celebrities to support the fledgling program. That support has become a tradition in the program: Walt Disney designed the Toys for Tots logo and its first promotional poster; Nat "King" Cole, Peggy Lee and Vic Damone have recorded the Toys for Tots song; and Bob Hope, John Wayne, Johnny Carson, Brooke Shields and former First Lady Barbara Bush, among others, have played visible support roles; and

WHEREAS, Toys for Tots draws permanent support from the Marine Toys for Tots Foundation, an independent charitable organization established to assist in raising funds and to provide promotional and logistical help; and

WHEREAS, An annual feature of the Toys for Tots campaign in Chicago is the delivery of toys collected and donated by motorcyclist and motorcycle clubs. Each December, thousands of motorcycle enthusiasts show their support for the program by donning holiday attire along with their motorcycle gear, revving up their engines, and converging on the West Foster Avenue facility of the Marine Corps Reserve with thousands of toys; and

WHEREAS, In 1997, the Marine Corps Reserve continued its success, delivering nearly eight million toys to almost four million children; and

WHEREAS, Through the Toys for Tots program, which brings so much joy and pride to our nation, the Marine Corps Reserve acts out the Corps motto, semper fidelis --"always faithful"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby congratulate the United States Marine Corps Reserve for its continuing efforts to serve the needy through the Toys for Tots program; and

Be It Further Resolved, That we congratulate the United States Marine Corps Reserve for its unrivaled success in spreading the joy and hope of the Christmas season; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Commander, Marine Forces Reserve, and to the 2nd Battalion, 24th Marines, as a token of our esteem.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. SAM C. AMATO.

WHEREAS, God in his infinite wisdom has called Sam C. Amato 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 Theresa; loving father of Gail and David; dear grandfather of Jimmy, Angelo, Jamie and Jason; fond brother of Tony; and also survived by many brothers-in-law, sisters-in-law, nieces, nephews and cousins, Sam C. Amato 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Sam C. Amato 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 Sam C. Amato.

TRIBUTE TO LATE MR. JULIAN J. BUDZIAK.

WHEREAS, God in his infinite wisdom has called Julian J. "Bo" Budziak 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 dearly beloved and cherished husband of Marion; dearest father of Maureen Ann and Marcia; fond grandfather of Darren, Craig and Christopher, Buddy, and Gamps of little Matthew Carli; great-grandfather of Alyssa and Nicholas; beloved son of the late John and Caroline; brother of Cecelia, Phyllis, Florence, John and the late Albin L.; son-in-law of the late Henry and Catherine; brother-in-law of the late Helen; uncle and great-uncle of many nieces and nephews, Julian J. "Bo" Budziak 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Julian J. "Bo" Budziak 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 Julian J. "Bo" Budziak.

TRIBUTE TO LATE MRS. MARY A. DE BRIZZO.

WHEREAS, God in his infinite wisdom has called Mary A. DeBrizzo 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 Anthony; loving mother of Joseph and mother-in-law of his wife, Mary; dear grandmother of Christine and Michael; fond sister of Carmella and the late Vito, Anthony, Della, Joseph and Dean; and fond aunt of many, Mary A. DeBrizzo 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Mary A. DeBrizzo 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 Mary A. DeBrizzo.

TRIBUTE TO LATE MRS. ROSELLA DI GIACOMO.

WHEREAS, God in his infinite wisdom has called Rosella DiGiacomo 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 Rene; dear mother of Robert and Susanne; loving grandmother of Joseph, Matthew, Kimberly and Laura; fond sister of Catherine and Lewis; and dear aunt to many, Rosella DiGiacomo 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Rosella DiGiacomo 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 Rosella DiGiacomo.

TRIBUTE TO LATE MS. MARGARET H. DONOHOE.

WHEREAS, God in his infinite wisdom has called Margaret H. Donohoe 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 sister of Mae and the late James, John, Edward, Julia, Thomas and Terrence; and dear aunt of many nieces and nephews, Margaret H. Donohoe 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Margaret H. Donohoe 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 Margaret H. Donohoe.

TRIBUTE TO LATE MR. ROBERT E. DOWNEY.

WHEREAS, God in his infinite wisdom has called Robert E. Downey 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 Dolores; loving father of David, Mary Ann, Colleen and William; dearest grandfather of eleven; great-grandfather of eight; fond brother of Thomas, Dolores and Geraldine; and also brothers-in-law, sisters-in-law, and uncle to many nieces and nephews, Robert E. Downey 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Robert E. Downey 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 E. Downey.

TRIBUTE TO LATE MRS. EMMA M. HUPKE.

WHEREAS, God in his infinite wisdom has called Emma M. Hupke 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 Arthur G.; loving mother of Howard, Clifford, David, Marion, Allen and the late Charolette, Arthur and Winifred; dear grandmother of twelve; great-grandmother of twenty-six; great-great-grandmother of seven; and fond sister of Ida and Clara, Emma M. Hupke 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Emma M. Hupke 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 Emma M. Hupke.

TRIBUTE TO LATE MR. JOHN H. PAPROCKI, JR.

WHEREAS, God in his infinite wisdom has called John H. Paprocki, Jr. 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 Veronica; loving father of Ramona, James, Reverend. Thomas Paprocki, Chancellor, Archdiocese of Chicago, President of Chicago Legal Clinic, Inc., Edward, John L., Ronald, Joseph and Ann; dear grandfather of Daniel, Joseph, Christine and Thomas, Steven and Terisee, Edward Jr. and the late Jonathan Richard, Vickie Ann, Nicole, Michael and Amy; dearest brother of Marian, Genevieve, Joseph, Roseann; and also uncle to many nieces and nephews, John H. Paprocki, Jr. 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of John H. Paprocki, Jr. 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 H. Paprocki, Jr.

TRIBUTE TO LATE MR. DONALD E. WILLIAMS.

WHEREAS, God in his infinite wisdom has called Donald E. Williams 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 the late Josephine; loving father of Donna, Richard, Camille, Sharon and Christine; dearest grandfather of Tristan, Lauren, Sarah, Amanda, Jacob, Stephan and Kevin; and fond brother-in-law and uncle of many, Donald E. Williams 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Donald E. Williams 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 Donald E. Williams.

TRIBUTE TO LATE MRS. FLORENCE WINCEK.

WHEREAS, God in his infinite wisdom has called Florence Wincek 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 Henry; loving sister of Eva and Edward; sister-in-law of Anna; and aunt of many nieces and nephews, Florence Wincek 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 fourteenth day of January, 1998, do hereby express our sorrow on the death of Florence Wincek 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 Florence Wincek.

*CONGRATULATIONS EXTENDED TO MR. JOHN PIERCZYNSKI
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, John Pierczynski, Scout Troop 1441 at Saint Mary Star of the Sea Church will be presented with an Eagle Scout Award; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, A young man of character and intelligence, John demonstrated strong values and leadership skills; and

WHEREAS, By earning the highest award in scouting, John distinguished himself and his parents; and

WHEREAS, John's accomplishment demonstrates that the future of our great city will be amply cared for by a new generation of leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of January, 1998, do hereby congratulate John Pierczynski and his family and do hereby wish John much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Pierczynski.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. ALBERT J. APPA.

WHEREAS, Albert J. Appa has been called to eternal life by the wisdom of God at the age seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of the City of Chicago, Albert J. Appa was a distinguished and respected member of his community; and

WHEREAS, Albert J. Appa was the beloved husband of Pauline and the loving father of Michael, Marion Lawny and Angela; and

WHEREAS, During World War II, Albert J. Appa bravely served in the United States Army; and

WHEREAS, Albert J. Appa was a recipient of the Victory Medal, American Theater Ribbon and the Good Conduct Medal; and

WHEREAS, Albert J. Appa will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Pauline; his son, Michael; his two daughters, Marion Lawny and Angela; his three sisters, Therese, Josephine Martucci and Kathryn Gioffredi; his brother, Sam; and his eight grandchildren, Albert J. Appa 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 fourteenth day of January, 1998, do hereby commemorate Albert J. Appa for his grace-filled 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 Albert J. Appa.

TRIBUTE TO LATE MR. PETER BARBERO.

WHEREAS, Peter Barbero has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Peter Barbero was a distinguished and respected member of his community; and

WHEREAS, Peter Barbero was the founder of American United Cab Company and a decorated veteran of World War II; and

WHEREAS, A native of Leechburg, Pennsylvania, Peter Barbero attended high school in Chicago and graduated with a bachelor's degree from Roosevelt University; and

WHEREAS, Peter Barbero served in the United States Army as a communications specialist during World War II and served in Australia, New Caledonia, Guadalcanal, the Fiji Islands, the Northern Solomons and Papuan Southern Philippines; and

WHEREAS, Peter Barbero was awarded the Good Conduct Ribbon, the Asiatic Bronze Battle Star, the American Defense Service Ribbon, six overseas service bars and the Combat Infantry Badge; and

WHEREAS, Following his discharge from the armed services, Peter Barbero founded the American United Cab Company; and

WHEREAS, Peter Barbero later served as the company's secretary and treasurer; and

WHEREAS, Peter Barbero was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Peter Barbero will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his five sisters, Margaret Barbero, Jennie Isacco, Madeline Alessio, Mary Powers and Kathryn Jago; and his brother, Charles, Peter Barbero 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 fourteenth day of January, 1998, do hereby commemorate Peter Barbero for his grace-filled 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 Peter Barbero.

TRIBUTE TO LATE MR. NORMAN BARRY.

WHEREAS, Norman Barry 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, Norman Barry was a distinguished and respected member of the broadcast community who will long be remembered as a radio and television pioneer whose familiar voice filled Chicago airwaves over five decades; and

WHEREAS, As a news and sports broadcaster, Norman Barry reported on everything from presidential campaigns to soapbox derbies; and

WHEREAS, Born in St. Louis, Missouri, Norman Barry was raised in Columbus, Ohio, and later moved to Chicago, where he worked for NBC for thirty years; and

WHEREAS, Norman Barry worked as an announcer for WNBQ-TV and WMAQ radio, where for many years his fifteen-minute morning news broadcast was a weekday ritual for Chicago listeners; and

WHEREAS, Norman Barry retired in 1964 from NBC and later spent eight years as a free-lance broadcaster on WEFM-FM, a classical music station; and

WHEREAS, A veteran of World War II, Norman Barry served in the United States Navy as the captain of PT 375, a patrol boat stationed in the South Pacific; and

WHEREAS, Norman Barry was a charter member of the Chicago Press Club, a member of the Lawson Young Men's Christian Association board of directors and a commissioner in the city Department of Urban Renewal; and

WHEREAS, Norman Barry was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Norman Barry will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Marjorie, Norman Barry 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 fourteenth day of January, 1998, do hereby commemorate Norman Barry for his grace-filled 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 Norman Barry.

TRIBUTE TO LATE HONORABLE SONNY BONO.

WHEREAS, The Honorable Sonny Bono has been called to eternal life by the

wisdom of God at the age of sixty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Sonny Bono was a former mayor of Palm Springs, California and a distinguished and respected member of the United States House of Representatives; and

WHEREAS, The Honorable Sonny Bono had served tirelessly and ably in Congress since 1994 and as mayor of Palm Springs from 1988 to 1992; and

WHEREAS, A dedicated public servant, The Honorable Sonny Bono was widely respected for his unique problem-solving ability and his knack for bringing opposing sides together during heated debates on matters of national importance; and

WHEREAS, The Honorable Sonny Bono was a prominent entertainer and restaurateur; and

WHEREAS, The Honorable Sonny Bono was born February 16, 1935, in Detroit, Michigan; and

WHEREAS, The Honorable Sonny Bono, along with his former wife, Cher, were the stars of the Sonny and Cher Comedy Hour which debuted on CBS on the first day of August, 1971; and

WHEREAS, The Honorable Sonny Bono was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, The Honorable Sonny Bono will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Mary Whitaker, and his four children, The Honorable Sonny Bono 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 fourteenth day of January, 1998, do hereby commemorate The Honorable Sonny Bono for his grace-filled life and so 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 The Honorable Sonny Bono.

TRIBUTE TO LATE MR. CLYDE BROCKWAY.

WHEREAS, Clyde "Skip" Brockway has been called to eternal life by the wisdom of God at the age of sixty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Clyde "Skip" Brockway was the devoted husband of the late Matilda "Tillie" Brockway (nee Horbach); and

WHEREAS, A cherished neighbor and friend to all, Clyde "Skip" Brockway was one of the original homeowners of the Village of Merrionette Park; and

WHEREAS, A dedicated public servant, Clyde "Skip" Brockway joined the village's police department on May 10, 1956 and quickly rose through the ranks to become sergeant, lieutenant and acting police chief; and

WHEREAS, Clyde "Skip" Brockway served with distinction as the police chief of Merrionette Park from 1967 until his retirement in 1976; and

WHEREAS, After leaving the police department, Clyde "Skip" Brockway served until 1978 as a member of the Merrionette Park police and fire commission when he was appointed as a village trustee, to fill a vacancy until April of 1979; and

WHEREAS, Clyde "Skip" Brockway was a valued member of Veterans of Foreign Wars Post 3580 in Blue Island; and

WHEREAS, Clyde "Skip" Brockway was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Clyde "Skip" Brockway will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his loving companion, Lillian Kachlic; his son, Robert C.; his four daughters, Barbara Green, Dianna Buckner, Susan Johnson and Linda Newell; his brothers, Don and David; his sister, Nancy Krause; his fifteen grandchildren and one great-grandchild; and his many nieces and nephews, Clyde "Skip" Brockway 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 fourteenth day of January, 1998, do hereby commemorate Clyde "Skip" Brockway for his grace-filled 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 Clyde "Skip" Brockway.

TRIBUTE TO LATE MRS. ZORA BUOSCIO.

WHEREAS, Zora Buoscio has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A native of the City of Chicago, Zora Buoscio was born on August 26, 1903, the daughter of John and Delia Paolicchi (nee Bugiani); and

WHEREAS, Zora Buoscio was the wife of the late Judge Felix Buoscio; and

WHEREAS, Zora Buoscio was the devoted and loving mother of Ronald, Jack and The Honorable Harry Buoscio; and

WHEREAS, For many years, Zora Buoscio served tirelessly as a volunteer at Trinity Hospital, the former South Chicago Community Hospital; and

WHEREAS, A longtime member of the east side neighborhood, Zora Buoscio was an active member of the East Side Lady Lions and the East Side Historical Society; and

WHEREAS, Zora Buoscio will be dearly missed by her many relatives, friends and colleagues; and

WHEREAS, To her three sons, Ronald, Jack and The Honorable Harry Buoscio, Zora Buoscio 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 fourteenth day of January, 1998, do hereby commemorate Zora Buoscio 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 Zora Buoscio.

TRIBUTE TO LATE HONORABLE PAUL G. CAESER.

WHEREAS, The Honorable Paul G. Caesar has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Nokomis, Florida, The Honorable Paul G. Caesar was a distinguished and respected member of his community; and

WHEREAS, The Honorable Paul G. Caesar was a graduate of DePaul University and John Marshall Law School in Chicago; and

WHEREAS, For ten years, The Honorable Paul G. Caesar served tirelessly and ably as a Cook County Circuit Court judge; and

WHEREAS, A dedicated public servant, The Honorable Paul G. Caesar was a former state legislator and assistant district attorney for the State of Illinois; and

WHEREAS, The Honorable Paul G. Caesar was a former resident of the City of Berwyn and also served as an attorney in private practice; and

WHEREAS, An active participant in local affairs, The Honorable Paul G. Caesar was the director of civil defense for the City of Berwyn; and

WHEREAS, The Honorable Paul G. Caesar was a valued member of the Berwyn Elks Moose Lodge and the Berwyn Post of the American Legion; and

WHEREAS, During World War II, The Honorable Paul G. Caesar served as a major in the United States Army in the European Theater of Operations and was awarded the bronze star and five battle stars; and

WHEREAS, The Honorable Paul G. Caesar will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his wife of fifty-one years, Dr. Luella; his brother, Dr. Leonard; and his sister, Betty, The Honorable Paul G. Caesar 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 fourteenth day of January, 1998, do hereby commemorate The Honorable Paul G. Caesar for his grace-filled 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 The Honorable Paul G. Caesar.

TRIBUTE TO LATE HONORABLE ROSEMARY CARPENTER.

WHEREAS, The Honorable Rosemary Carpenter 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 her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Rosemary Carpenter had served tirelessly and ably as the city clerk of Burbank for more than twenty years; and

WHEREAS, A native of Chicago, The Honorable Rosemary Carpenter moved to Burbank in 1962, where she became actively involved in civic, social and church organizations; and

WHEREAS, The Honorable Rosemary Carpenter was first elected city clerk in 1977; and

WHEREAS, A highly respected and prominent public official, The Honorable Rosemary Carpenter served as the president of the Municipal Clerks of the South/West Suburbs of Cook County and was district director for the Municipal Clerks of Illinois; and

WHEREAS, For more than thirty years, The Honorable Rosemary Carpenter was a devoted and active member of Saint Albert the Great Catholic Church; and

WHEREAS, The Honorable Rosemary Carpenter served as a founding member, board member and unit chairwoman of the Burbank branch of the American Cancer Society; and

WHEREAS, The Honorable Rosemary Carpenter was an individual who brought great honor to herself and her community; and

WHEREAS, The Honorable Rosemary Carpenter will be dearly missed by her many relatives, friends and colleagues; and

WHEREAS, To her loving husband, Jim; her son, Kevin; her four daughters, Terry Kuzniar, Patty Graff, Susan Meyers and Kathleen Cereps; and her six grandchildren, The Honorable Rosemary Carpenter 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 fourteenth day of January, 1998, do hereby commemorate The Honorable Rosemary Carpenter 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 The Honorable Rosemary Carpenter.

TRIBUTE TO LATE MRS. CATHERINE LYONS COGHLAN.

WHEREAS, Catherine Lyons Coghlan 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 her passing by Alderman Edward M. Burke; and

WHEREAS, Catherine Lyons Coghlan was born on November 28, 1905, in the City of Chicago; and

WHEREAS, Catherine Lyons Coghlan was the cherished daughter of the late John Daniel and Mary Lucille Lyons (nee Fagan); and

WHEREAS, A homemaker, Catherine Lyons Coghlan was the beloved wife of the late John P. Coghlan and the devoted mother of John, James, Martin, Mary Lucille Coghlan and Catherine Cook; and

WHEREAS, Catherine Lyons Coghlan was a bright beacon of holiness and thoughtfulness toward others; and

WHEREAS, Catherine Lyons Coghlan will be dearly missed by her many relatives and friends; and

WHEREAS, To her three sons, John, James and Martin; her two daughters, Mary Lucille Coghlan and Catherine Cook; her twenty-four grandchildren; and thirty-one great-grandchildren, Catherine Lyons Coghlan 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 fourteenth day of January, 1998, do hereby commemorate Catherine Lyons Coghlan 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 Catherine Lyons Coghlan.

TRIBUTE TO LATE MS. RACHEL ELLEN CRANE.

WHEREAS, Rachel Ellen Crane has been called to eternal life by the wisdom of God at the age of thirty-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Rachel Ellen Crane was the loving daughter of Arlene and The Honorable Philip M. Crane (R-Ill.); and

WHEREAS, Rachel Ellen Crane was the loving sister of Catherine Hott, Susanna, Jennifer, Rebekah, Sarah, Carrie and George Crane; and

WHEREAS, Rachel Ellen Crane will be remembered as a free spirit and a peacemaker who loved life despite the many challenges she faced; and

WHEREAS, Rachel Ellen Crane had a devotion for animals and a passion for photography; and

WHEREAS, Rachel Ellen Crane was a devoted member of the Quentin Road Bible Baptist Church in Lake Zurich, Illinois; and

WHEREAS, A resident of Wauconda, Illinois, Rachel Ellen Crane will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her father, The Honorable Philip M. Crane; her mother, Arlene Crane; her six sisters, Catherine Hott, Susanna, Jennifer, Rebekah, Sarah and Carrie; her brother, George; her grandmother, Marjorie Johnson; her two nieces; and three nephews, Rachel Ellen Crane 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 fourteenth day of January, 1998, do hereby commemorate Rachel Ellen Crane 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 Rachel Ellen Crane.

TRIBUTE TO LATE MS. ELEANOR RITA DALEY.

WHEREAS, Eleanor Rita Daley has been called to eternal life by the wisdom of God at the age of fifty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Eleanor Rita Daley was born on January 26, 1941, the third of seven children born to Eleanor "Sis" Daley and the late Mayor Richard J. Daley; and

WHEREAS, A valued member of the Bridgeport community, Eleanor Rita Daley was a parishioner of the Nativity of Our Lord Parish; and

WHEREAS, A talented educator, Eleanor Rita Daley graduated from Loyola University in 1963, and obtained a master's degree in early childhood education from Lewis University; and

WHEREAS, Known affectionately as "Ellie" to her many friends and colleagues, Eleanor Rita Daley had taught school for thirty-three years; and

WHEREAS, The first seven years of her career were spent teaching in the Wilmette school system; and

WHEREAS, Since September of 1970, Eleanor Rita Daley had taught kindergartners at Graham Elementary School, 4436 South Union Avenue; and

WHEREAS, Eleanor Rita Daley had a special relationship with her nieces and nephews and was a mentor and friend to them; and

WHEREAS, Eleanor Rita Daley was a strong advocate of pre-kindergarten programs and was known for playing the piano at kindergarten commencement ceremonies; and

WHEREAS, Eleanor Rita Daley will long be remembered not only for her laughter and love, but for her patience, dedication and kindness to children; and

WHEREAS, Eleanor Rita Daley will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her mother, Eleanor; her four brothers, The Honorable Richard M., Michael, The Honorable John and The Honorable William; her two sisters, Patricia Martino and Mary Carol Vanecko; and her many nieces and nephews, Eleanor Rita Daley 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 fourteenth day of January, 1998, do hereby commemorate Eleanor Rita Daley 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 Eleanor Rita Daley.

Alderman Burke submitted the following written remarks:

Mr. President, ladies and gentlemen of the Chicago City Council -- over the past weeks, the hearts of all Chicagoans have gone out to the members of the Daley Family, Chicago's first family, following the loss of their daughter and sister, Ellie. Those of us who have known the Daleys know that all their comings and goings take place amid those most ancient of graces -- faith and family.

In the context of faith, their lives have been shaped, connecting them with devotion to the mysteries of redemption. In the context of family, their lives have been shaped by a special devotion to one another, a loyalty and love that has always strengthened and supported.

Ellie Daley was a distinguished and genteel Chicagoan. Throughout her life she was possessed of a dignity that had little time for pretense, notoriety or the spotlight. She had her father's wisdom and her mother's good sense. It afforded her a rich awareness of what was really important in life.

Ellie's commitment to the teaching profession and to the children to whom she gave her energy and talents was a life-long bond. She brought out the best in all she touched with little fanfare and a quiet flare.

Ellie Daley was a woman of deep virtue and old fashioned loyalties, as sturdy as her humor and the Bridgeport neighborhood in which she so proudly lived. Her devotion to her family, most especially her esteemed mother Eleanor, and the ancient faith to which she gave her heart, is the greatest legacy she leaves. It made her a woman of power and dignity, who even in the face of her life-threatening illness found deep courage and hope.

Ellie Daley never traded on her family's fame or importance. Her refined character would permit nothing of the kind. Instead, she cherished the blessings God gave her in this life with a soft Irish grace. Proud of the accomplishments of her family, their giftedness and their service to City of Chicago.

Ellie Daley took pride in Chicago, and the special shadow cast by her most singular father. She took pride in her parish of the Nativity of Our Lord, and in the community of Bridgeport where generations of Daleys have laid down deep roots. She took a special pride in her many nieces and nephews on whom she

lavished a special love and a watchful eye.

To all the Daley family, we extend our most sincere sympathies. All Chicago joins you in your loss. We are united with you in prayer and in gratitude for the life of your sister, a most singular and fair Irish girl. May the Lord always hold her in the hollow of his hand.

TRIBUTE TO LATE MS. CARMELA DARMSTADT.

WHEREAS, Carmela Darmstadt has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Carmela Darmstadt was born in Italy on December 23, 1918, the daughter of Luigi and Francesca Rociola (nee Letizia); and

WHEREAS, Carmela Darmstadt was the loving mother of Joanie Cantore and Tony Darmstadt; and

WHEREAS, A longtime resident of the Little Italy neighborhood on the near west side of Chicago, Carmela Darmstadt was a devoted member of Our Lady of Pompeii Shrine; and

WHEREAS, Carmela Darmstadt was an active member of Our Lady of Pompeii Shrine Seniors Club; and

WHEREAS, Carmela Darmstadt was a bright beacon of holiness and compassion to all; and

WHEREAS, Carmela Darmstadt will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her son, Tony; her daughter, Joanie Cantore; her four grandchildren, Anna Kaye, Richard Cantore, Ginna and Nina Rose Darmstadt; her two great-grandchildren, Stephanie and Matthew Kaye; her brother, Louie, and her many nieces and nephews, Carmela Darmstadt 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 fourteenth day of January, 1998, do hereby commemorate Carmela Darmstadt 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 Carmela Darmstadt.

TRIBUTE TO LATE HONORABLE HERB DRINKWATER.

WHEREAS, The Honorable Herb Drinkwater 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, A distinguished and respected member of his community, The Honorable Herb Drinkwater served four terms as the mayor of Scottsdale, Arizona; and

WHEREAS, In that most important role, The Honorable Herb Drinkwater oversaw Scottsdale's transformation from a sleepy village to a posh resort destination; and

WHEREAS, The Honorable Herb Drinkwater served tirelessly and honorably for nearly three decades in local government as commissioner, councilman and mayor; and

WHEREAS, During his term as mayor from 1980 to 1996, the population and boundaries of Scottsdale more than doubled; and

WHEREAS, The Honorable Herb Drinkwater was credited with defining the city's character and helping to lure the Mayo Clinic and luxury resorts to Scottsdale; and

WHEREAS, The owner of a home-construction business and a liquor store, The Honorable Herb Drinkwater was elected to the City Council in 1970; and

WHEREAS, The Honorable Herb Drinkwater was a man of great ability and dedication whose many contributions to Scottsdale will long be remembered; and

WHEREAS, The Honorable Herb Drinkwater will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his family, The Honorable Herb Drinkwater 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 fourteenth day of January, 1998, do hereby commemorate The Honorable Herb Drinkwater for his grace-filled 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 The Honorable Herb Drinkwater.

TRIBUTE TO LATE MR. BLAS B. GRANATO, SR.

WHEREAS, Blas B. Granato, Sr. has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Blas B. Granato, Sr. was a distinguished and respected member of his community; and

WHEREAS, Blas B. Granato, Sr. was born on April 15, 1914, in San Antonio, Texas, the devoted son of the the late Carmine and Inocencia Granto (nee Brito); and

WHEREAS, A retired carpenter, Blas B. Granato, Sr. was a valued member of Local 1 of the Chicago District Council Carpenters Union; and

WHEREAS, Blas B. Granato, Sr. was the cherished and devoted father of 1st Ward Alderman Jesse D. Granto; and

WHEREAS, Blas B. Granato, Sr. was a longtime resident of Chicago before moving to Little Rock, Arkansas; and

WHEREAS, Blas B. Granato, Sr. was dear friend to many and a good neighbor to all; and

WHEREAS, Blas B. Granato, Sr. will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Maria, his five sons, Blas B. Jr., Alfred, Sam, Jesse Arnold and The Honorable Jesse D. Granato; his three daughters, Diana Duncan, Maria Robisheaux and Gloria Inclan; twenty grandchildren; and fifteen great-grandchildren; Blas B. Granato, Sr. 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 fourteenth day of January, 1998, do hereby commemorate Blas B. Granato, Sr. for his grace-filled 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 Blas B. Granato, Sr.

TRIBUTE TO LATE MRS. MARION C. HARRIS.

WHEREAS, Marion C. Harris as been called to eternal life by the wisdom of God at the age of seventy-nine and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Marion C. Harris was born on October 29, 1918, the beloved daughter of the late John J. and Nellie McGinnis; and

WHEREAS, The late John J. Harris served as a captain with the Chicago Police Department and was chief of the Cook County Sheriff's Police; and

WHEREAS, A longtime resident of the Sauganash community, Marion C. Harris (nee McGinnis) was the beloved wife of the late Frank J. Harris; and

WHEREAS, Marion C. Harris was a member of the Queen of All Saints Basilica Church and the devoted mother of J. Michael Hanley and Susan E. Harris; and

WHEREAS, Marion C. Harris was the sister of the late Jeanne M. Carney and John J. McGinnis Jr.; and

WHEREAS, A dedicated public servant, Marion C. Harris was a retired employee of the City of Chicago; and

WHEREAS, Marion C. Harris joined the City of Chicago on May 1, 1947, and served in the Mayor's Office under the late Richard J. Daley; and

WHEREAS, Prior to her retirement on June 15, 1987, Marion C. Harris had served since 1972 in the City Council Services Division; and

WHEREAS, Marion C. Harris will be dearly missed by her many relatives, friends and former colleagues; and

WHEREAS, To her son, J. Michael Hanley; and her daughter, Susan E. Harris; and her many nieces and nephews, Marion C. Harris 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 fourteenth day of January, 1998, do hereby commemorate Marion C. Harris 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 Marion C. Harris.

TRIBUTE TO LATE MRS. GERTRUDE A. IRELAND.

WHEREAS, Gertrude A. Ireland has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Gertrude A. Ireland was the loving wife of legendary Loyola University basketball coach George Ireland for sixty-one years; and

WHEREAS, Gertrude A. Ireland was born Gertrude A. Nowak in South Bend, Indiana, on April 9, 1916; and

WHEREAS, Gertrude A. Ireland met George Ireland while he was a student at the University of Notre Dame; and

WHEREAS, The couple was married in 1936 and became the proud and loving parents of one son, Michael P. Ireland, and two daughters, Judith Van Dyck and Kathy Schwieger; and

WHEREAS, Throughout her husband's illustrious coaching career, Gertrude A. Ireland was his constant companion on the bench; and

WHEREAS, Gertrude A. Ireland was an inspiration to all of the young men who played on basketball teams under George Ireland; and

WHEREAS, A highlight of Gertrude A. Ireland's life was when Loyola University won the national championship in 1963; and

WHEREAS, The ideal coach's wife, Gertrude A. Ireland was dubbed "one of the foremost female basketball buffs in the land" in 1966 by the *Chicago American*; and

WHEREAS, The Irelands lived in Aurora and Skokie before moving to Kansas City in 1996; and

WHEREAS, Gertrude A. Ireland will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her husband, George; her son, Michael P. Ireland; her two daughters, Judith Van Dyck and Kathy Schwieger; her eight grandchildren; and her two great-grandchildren, Gertrude A. Ireland 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 fourteenth day of January, 1998, do hereby commemorate Gertrude A. Ireland 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 Gertrude A. Ireland.

*TRIBUTE TO LATE REVEREND MONSIGNOR
WILLIAM J. MC NICHOLS.*

WHEREAS, The Reverend Monsignor William J. McNichols has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, The Reverend Monsignor William J. McNichols was the devoted and loving son of the late Michael and Nora McNichols (nee Griffin); and

WHEREAS, The Reverend Monsignor William J. McNichols served as pastor emeritus of Saint Gerald Church in south suburban Oak Lawn from 1958 to 1978; and

WHEREAS, Following his ordination to the priesthood on April 23, 1938, The Reverend Monsignor William J. McNichols served as an associate pastor in several parishes in the Chicago Metropolitan Area including Saint Giles, Saint Brendan and Saint John's; and

WHEREAS, The Reverend Monsignor William J. McNichols served tirelessly and ably as secretary of the Extension Society, a missionary organization; and

WHEREAS, The Reverend Monsignor William J. McNichols was a bright beacon of holiness and compassion toward others; and

WHEREAS, The Reverend Monsignor William J. McNichols will be dearly missed by his many relatives, friends and admirers; and

WHEREAS, To his two sisters, Florence Peverada and Sister Vittoria, O.P. (Helen), The Reverend Monsignor William J. McNichols 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 fourteenth day of January, 1998, do hereby commemorate The Reverend Monsignor William J. McNichols for his grace-filled 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 The Reverend Monsignor William J. McNichols.

TRIBUTE TO LATE MRS. ANNA MARIE MIGELY.

WHEREAS, Anna Marie Migely has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the south side, Anna Marie Migely was a distinguished and respected member of her community; and

WHEREAS, Anna Marie Migely was one of the first women in the nation to earn a law degree; and

WHEREAS, Anna Marie Migely was the devoted wife of the late Robert J. Migely, owner and operator of the Robert J. Migely Insurance Company; and

WHEREAS, After receiving undergraduate degrees from Barat College in Lake Forest and the American Conservatory of Music in Chicago, Anna Marie Migely became one of the first women to graduate from Loyola University Law School in Chicago; and

WHEREAS, Anna Marie Migely married her childhood sweetheart after graduation and became the loving and devoted mother of four children; and

WHEREAS, Born Anne Marie Galvin, Anna Marie Migely grew up in Chicago's South Shore neighborhood, where she met her future husband, Robert J. Migely, when she was five years old; and

WHEREAS, For most of their childhood, the two lived across the street from each other on Oglesby Avenue; and

WHEREAS, The Migelys married in 1928 and settled on the south side, where they lived until moving to Wayne in the 1940's, and

WHEREAS, Anna Marie Migely was a woman of great energy and presence who will be deeply missed by her many relatives, friends and neighbors; and

WHEREAS, To her two sons, Joseph and James; her daughter, Ann Beatty; her thirteen grandchildren; and her seven great-grandchildren, Anna Marie Migely 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 fourteenth day of January, 1998, do hereby commemorate Anna Marie Migely 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 Anna Marie Migely.

TRIBUTE TO LATE HONORABLE LORETTA HALL MORGAN.

WHEREAS, The Honorable Loretta Hall Morgan 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Beverly neighborhood, The Honorable Loretta Hall Morgan was a prominent and respected member of the legal community in Chicago; and

WHEREAS, The Honorable Loretta Hall Morgan had served tirelessly and ably as a Cook County Circuit Court judge since 1988; and

WHEREAS, The Honorable Loretta Hall Morgan had been assigned to the Criminal Courts Building at West 26th Street and South California Avenue, where she heard many felony cases; and

WHEREAS, A dedicated public servant, The Honorable Loretta Hall Morgan was a 1976 graduate of John Marshall Law School; and

WHEREAS, The Honorable Loretta Hall Morgan was a graduate of Roosevelt University and had previously worked as a commercial artist, editor and writer at the department of psychology at the University of Chicago; and

WHEREAS, From 1976 to 1980 and again from 1982 to 1986, The Honorable Loretta Hall Morgan served as a prosecutor and then a supervisor with the Cook County State's Attorney's Office; and

WHEREAS, Between those two periods of public service, The Honorable Loretta Hall Morgan operated her own law practice, specializing in criminal law, domestic relations and probate law; and

WHEREAS, The Honorable Loretta Hall Morgan was an individual of great ability and dedication who brought honor to herself and her community; and

WHEREAS, The Honorable Loretta Hall Morgan will be dearly missed by her many relatives, friends and colleagues; and

WHEREAS, To her two sons, Phillip Hardiman, Jr. and Christopher Hardiman; and her granddaughter, The Honorable Loretta Hall Morgan 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 fourteenth day of January, 1998, do hereby commemorate The Honorable Loretta Hall Morgan 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 The Honorable Loretta Hall Morgan.

TRIBUTE TO LATE MR. EARL G. MORRISSEY.

WHEREAS, Earl G. Morrissey has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Earl G. Morrissey was born on August 11, 1925, in the City of Chicago, the devoted son of Earl and Margaret Morrissey (nee Detwyler); and

WHEREAS, A longtime resident of the Canaryville neighborhood, Earl G. Morrissey was the beloved husband of Marcella Morrissey (nee Gronkowski); and

WHEREAS, A retired public servant, Earl G. Morrissey was a former controller for the clerk of the Circuit Court of Cook County; and

WHEREAS, In service to his country, Earl G. Morrissey bravely fought in World War II and was awarded the Purple Heart; and

WHEREAS, Earl G. Morrissey was a valued member of the Madonna Council of the Knights of Columbus Fourth Degree and the Flags Club; and

WHEREAS, Earl G. Morrissey was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Earl G. Morrissey will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Marcella; his son, Earl Jr.; his two grandchildren; his brother, Ralph; his sister, June Ambrosia; and his many nieces and nephews, Earl G. Morrissey imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of Chicago City Council assembled this fourteenth day of January, 1998, do hereby commemorate Earl G. Morrissey for his grace-filled 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 Earl G. Morrissey.

TRIBUTE TO LATE MR. JAMES N. NELLIGAN.

WHEREAS, James N. Nelligan has been called to eternal life by the wisdom of God at the age of fifty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the south side, James N. Nelligan was a distinguished and respected member of his community; and

WHEREAS, James N. Nelligan was the devoted son of the late David J. and Alice Nelligan (nee Halloran), and the brother of the late Gerry; and

WHEREAS, James N. Nelligan was a decorated member of the United States Marine Corps and a veteran of the Vietnam War; and

WHEREAS, James N. Nelligan was the recipient of the National Defense Medal, the Vietnamese Service Medal with one Star, a Sharpshooter Badge and a Good Conduct Medal; and

WHEREAS, A dedicated public servant, James N. Nelligan was employed by the City of Chicago as an ironworker; and

WHEREAS, James N. Nelligan was a valued member of Local 1 of the Structural Iron Workers Union; and

WHEREAS, James N. Nelligan will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his five brothers, John, Dan, Larry, Paul and Joseph; his sister, Rita Fitzgibbons; and his many nieces and nephews, James N. Nelligan imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of Chicago City Council assembled this fourteenth day of January, 1998, do hereby commemorate James N. Nelligan for his grace-filled 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 James N. Nelligan.

TRIBUTE TO LATE MS. EDWINA M. NIEMCZURA.

WHEREAS, Edwina M. Niemczura has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Edwina M. Niemczura was born on January 23, 1922 in the City of Chicago; and

WHEREAS, Edwina M. Niemczura was the beloved daughter of Stanley and Margaret Niemczura (nee Kargol); and

WHEREAS, A homemaker, Edwina M. Niemczura was the loving and devoted mother of Glenn, Joseph, Albert and The Honorable Michael Wojcik, Alderman of the 30th Ward; and

WHEREAS, Edwina M. Niemczura was a member of Saint Hyacinth's Catholic Church; and

WHEREAS, Edwina M. Niemczura was a bright beacon of holiness and thoughtfulness toward others; and

WHEREAS, Edwina M. Niemczura will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her four sons, Glenn, Joseph, Albert and The Honorable Michael Wojcik; her brother, Chester Niemczura; her eleven grandchildren; and her three great-grandchildren, Edwina M. Niemczura 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 fourteenth day of January, 1998, do hereby commemorate Edwina M. Niemczura 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 Edwina M. Niemczura.

TRIBUTE TO LATE MR. JOHN H. PAPROCKI.

WHEREAS, John H. Paprocki 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 his passing by Alderman Edward M. Burke; and

WHEREAS, John H. Paprocki was a distinguished and respected member of his community; and

WHEREAS, John H. Paprocki owned and operated the Paprocki Pharmacy at South Sacramento Avenue and West Cermak Road; and

WHEREAS, The drugstore, a family business that John H. Paprocki took over in the 1940's, opened in 1919; and

WHEREAS, John H. Paprocki was a valued member of the National Association of Retail Druggists and was a past president of the Polish American Pharmacists Association; and

WHEREAS, John H. Paprocki was a past commander of the Saint Casimir V.F.W. Post 1399; and

WHEREAS, John H. Paprocki will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his seven sons, James Janada, Edward Ashe, John, Ronald, Joseph, Allen and the Reverend Thomas Paprocki; his two daughters, Ramona Bellino and Ann Dickmann; and his twelve grandchildren, John H. Paprocki 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 fourteenth day of January, 1998, do hereby commemorate John H. Paprocki for his grace-filled 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 John H. Paprocki.

TRIBUTE TO LATE MR. ANTHONY F. PIWOWARCZYK.

WHEREAS, Anthony F. Piwowarczyk has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native Chicagoan, Anthony F. Piwowarczyk was born and raised in the Back of the Yards neighborhood; and

WHEREAS, Anthony F. Piwowarczyk was a distinguished and respected member of his community; and

WHEREAS, Anthony F. Piwowarczyk served honorably and tirelessly as vice president of the Polish National Alliance from 1987 to 1995; and

WHEREAS, Anthony F. Piwowarczyk had remained active in the organization where he most recently had served as president of Polish National Alliance Lodge Number 1689; and

WHEREAS, During World War II, Anthony F. Piwowarczyk bravely served his country in the United States Army; and

WHEREAS, Following the war, Anthony F. Piwowarczyk returned home to Chicago and worked for the United States Post Office; and

WHEREAS, Anthony F. Piwowarczyk was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Anthony F. Piwowarczyk will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his loving wife, Haline; his two daughters, Rose Claussen and Diane Principe; his son, Gregory; his two brothers, Stephen and Joseph; and his eight grandchildren, Anthony F. Piwowarczyk, 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 fourteenth day of January, 1998, do hereby commemorate Anthony F. Piwowarczyk for his grace-filled 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 Anthony F. Piwowarczyk.

TRIBUTE TO LATE MR. SHERWOOD KELLOGG PLATT.

WHEREAS, Sherwood Kellogg Platt has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A prominent member of the legal community, Sherwood Kellogg Platt was a retired senior partner with the law firm of Mayer, Brown & Platt; and

WHEREAS, Sherwood Kellogg Platt graduated from Harvard University law school in 1928 and was admitted to the Illinois bar; and

WHEREAS, Also in 1928, Sherwood Kellogg Platt married Dorothy Pickard of Evanston, his high school sweetheart, who passed away in 1982; and

WHEREAS, Sherwood Kellogg Platt soon joined the law firm then known as Mayer, Meyer, Austrian and Platt, where his father, Henry, was a partner; and

WHEREAS, In role as an attorney, Sherwood Kellogg Platt handled the sale of the Merchandise Mart to the Kennedy family, as well as other prominent clients including Continental Bank, Equitable Life Insurance Company and the Florsheim Shoe Company; and

WHEREAS, Sherwood Kellogg Platt retired from full-time practice in 1980; and

WHEREAS, Sherwood Kellogg Platt was widely known for his dry wit and often told the story of how he had a multi-million dollar check in his pocket, but not enough money to buy lunch when he was handling the Merchandise Mart sale; and

WHEREAS, A lifelong student of the Civil War and Native American history, Sherwood Kellogg Platt was an avid collector of Native American relics and antique American firearms; and

WHEREAS, A resident of Glencoe, Sherwood Kellogg Platt was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, To his two sons, David and Austin; his daughter, Dorothy; his eight grandchildren; and his two great-grandchildren, Sherwood Kellogg Platt 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 fourteenth day of January, 1998, do hereby commemorate Sherwood Kellogg Platt for his grace-filled 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 Sherwood Kellogg Platt.

TRIBUTE TO LATE MR. HAROLD J. PROHASKA.

WHEREAS, Harold J. Prohaska has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the West Lawn neighborhood, Harold J. Prohaska was a distinguished and respected member of his community; and

WHEREAS, Harold J. Prohaska served tirelessly and ably for more the thirty-five years as a member of the Chicago Fire Department; and

WHEREAS, Harold J. Prohaska joined the Chicago Fire Department in 1947 and began his career with Truck Number 41 at 62nd and Western; and

WHEREAS, During the 1970s, Harold J. Prohaska helped oversee the Chicago Fire Academy while serving as a teacher, program coordinator and drill master; and

WHEREAS, Harold J. Prohaska rose through the ranks of the Chicago Fire Department to become a division marshal; and

WHEREAS, A graduate of Kelly High School, Harold J. Prohaska bravely served in the United States Navy during World War II; and

WHEREAS, Harold J. Prohaska will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Bernadine; his daughter, Jacqueline Darrah; his son, Dennis (Captain, C.F.D.); his two sisters, Ruth Sroka and Bernice Lerch; his nine grandchildren; and his six great-grandchildren, Harold J. Prohaska 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 fourteenth day of January, 1998, do hereby commemorate Harold J. Prohaska for his grace-filled 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 Harold J. Prohaska.

TRIBUTE TO LATE REVEREND MONSIGNOR DR. JOHN S. QUINN.

WHEREAS, The Reverend Monsignor Dr. John S. Quinn has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Monsignor Dr. John S. Quinn was a prominent member of the religious community in Chicago and a consultant to the Vatican in Rome; and

WHEREAS, The Reverend Monsignor Dr. John S. Quinn was born on the north side of Chicago and was ordained a priest in 1940; and

WHEREAS, The Reverend Monsignor Dr. John S. Quinn served for twenty years as the pastor of Saint Andrew's Parish in Chicago before his retirement in 1986; and

WHEREAS, His earlier assignments included Saint Faith, Hope and Charity Parish in Winnetka and Holy Name Cathedral; and

WHEREAS, An expert on Canon Law, the Reverend Monsignor Dr. John S. Quinn served as a consultant for the Revision of the Code of Canon Law from 1967 to 1982; and

WHEREAS, The Reverend Monsignor Dr. John S. Quinn also served as a consultant to Vatican II from 1962 to 1965; and

WHEREAS, In Chicago, the Reverend Monsignor Dr. John S. Quinn also served for seventeen years on the Metropolitan Tribunal, the archdiocesan body that considers marriage annulments; and

WHEREAS, During the last seven years at the tribunal, the Reverend Monsignor Dr. John S. Quinn was appointed judicial vicar; and

WHEREAS, The Reverend Monsignor Dr. John S. Quinn will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his two sisters, Nona Hoag and Sister Mary Honore, R.S.M., the Reverend Monsignor Dr. John S. Quinn 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 fourteenth day of January, 1998, do hereby commemorate the Reverend Monsignor Dr. John S. Quinn for his grace-filled 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 the Reverend Monsignor Dr. John S. Quinn.

TRIBUTE TO LATE MR. PAUL GEORGE REYNOLDS.

WHEREAS, Paul George Reynolds has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Gold Coast, Paul George Reynolds was a prominent mortgage banker and developer; and

WHEREAS, Paul George Reynolds was the owner and president of McElvain-Reynolds, a Chicago mortgage firm, and the chairman of Curto-Oelerich-Reynolds, a Des Plaines-based developer of industrial property; and

WHEREAS, Paul George Reynolds served on the boards of various banks and was a past president of the Chicago Bankers Association; and

WHEREAS, Paul George Reynolds had also served as president of Catholic Cemeteries and was a board member of Catholic Charities; and

WHEREAS, Paul George Reynolds earned a bachelor's degree and a master's degree from the University of Chicago; and

WHEREAS, During World War II, Paul George Reynolds bravely served in the United States Army Air Corps; and

WHEREAS, Paul George Reynolds will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS To his wife Sheila; his four sons, Paul Jr., Shaun, Christopher and Damien; his eight daughters, Molly, Peggy, Siobhan, Tracy Alesky, Regina, Sheila Trainor, Martha Thomas and Jill Spitzer; his two brothers, Jay J. and Richard; and his nineteen grandchildren, Paul George Reynolds 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 fourteenth day of January, 1998, do hereby commemorate Paul George Reynolds for his grace-filled 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 Paul George Reynolds.

TRIBUTE TO LATE REVEREND ROBERT SCHMIDGALL.

WHEREAS, Reverend Robert Schmidgall has been called to eternal life by the wisdom of God at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Robert Schmidgall was a prominent and respected member of the religious community; and

WHEREAS, The Reverend Robert Schmidgall and his wife, Karen, founded the Calvary Church of Naperville in July of 1967; and

WHEREAS, The couple started the church with a congregation of only three people in a white frame building on Benton Avenue in Naperville; and

WHEREAS, More than thirty years later, the Reverend Schmidgall's ministry has grown by leaps and bounds and has reached around the world; and

WHEREAS, Each week, more than three thousand worshipers flock from DuPage, Kane, Will, Kendall and Cook Counties to Calvary Church's regional complex situated on a sprawling 116-acre site at Illinois Highway 59 and 81st Street in Naperville; and

WHEREAS, The Reverend Robert Schmidgall was a renowned preacher who taught the Word of God with great holiness, dedication and compassion; and

WHEREAS, The Reverend Robert Schmidgall will be remembered for his leadership and integrity by his many relatives, friends and parishioners; and

WHEREAS, To his loving wife, Karen; his two sons, Robb and Joel; his two daughters, Lora Batterson and Amanda; his four brothers; his sister; and his three grandchildren, the Reverend Robert Schmidgall 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 fourteenth day of January, 1998, do hereby commemorate the Reverend Robert Schmidgall for his grace-filled 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 the Reverend Robert Schmidgall.

TRIBUTE TO LATE REVEREND ROBERT A. SHERIDAN.

WHEREAS, Reverend Robert A. Sheridan has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Robert A. Sheridan was the loving son of the late John J. and Mary Margaret Sheridan (nee Clancy); and

WHEREAS, The Reverend Robert A. Sheridan was the devoted brother of John J., Richard P., the Reverend William H., Therese A., Mary Margaret Coughlin, Colette Coughlin and the late Rita M. Rochford; and

WHEREAS, For forty-five years, the Reverend Robert A. Sheridan served with distinction as a professor at Quigley Preparatory Seminary; and

WHEREAS, The Reverend Robert A. Sheridan was a former teacher at Saint Rita High School; and

WHEREAS, For thirty-one years, the Reverend Robert A. Sheridan served Saint Margaret of Scotland Church; and

WHEREAS, The Reverend Robert A. Sheridan also served at Saint Hilary and Saint Catherine of Sienna parishes; and

WHEREAS, The Reverend Robert A. Sheridan will be dearly missed by his many relatives and fellow members of the religious community; and

WHEREAS, To his three brothers, John J., Richard P., The Reverend William H.; and his three sisters, Theresa A., Mary Margaret Coughlin and Colette Coughlin, the Reverend Robert A. Sheridan 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 fourteenth day of January, 1998, do hereby commemorate the Reverend Robert A. Sheridan for his grace-filled 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 the late Reverend Robert A. Sheridan.

TRIBUTE TO LATE MRS. MICHAELA LEE TUOHY.

WHEREAS, Michaela Lee Tuohy 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 her passing by Alderman Edward M. Burke; and

WHEREAS, Michaela Lee Tuohy was the loving wife of James and the devoted mother of Michaela, John and Donald Touhy; and

WHEREAS, Known as "Mike" to her friends, Michaela Lee Tuohy served as a staff member in the Mayor's Office of Special Events; and

WHEREAS, Michaela Lee Tuohy joined the Mayor's Office of Special Events in 1990; and

WHEREAS, Michaela Lee Tuohy served as an Internet specialist for the Mayor's Office of Special Events and helped to design the city's Web site; and

WHEREAS, A former journalist, Michaela Lee Tuohy also wrote for the *Chicago Reader* and *U.S. Catholic* magazine; and

WHEREAS, Michaela Lee Tuohy was cherished for her sense of humor, quick wit and humanitarian spirit; and

WHEREAS, Michaela Lee Tuohy will be dearly missed by her many relatives, friends and colleagues; and

WHEREAS, To her husband, James; her daughter, Michaela; and her two sons, John and Donald, Michaela Lee Tuohy 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 fourteenth day of January, 1998, do hereby commemorate Michaela Lee Tuohy 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 the Michaela Lee Tuohy.

TRIBUTE TO LATE MR. WILLIAM J. WEISZ.

WHEREAS, William J. Weisz has been called to eternal life by the wisdom of

God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William J. Weisz was the retired chairman and chief executive officer of Schaumburg-based Motorola, Inc., a leader in the global communications industry; and

WHEREAS, William J. Weisz served for nearly fifty years at Motorola, Inc., where he rose to the highest executive ranks; and

WHEREAS, A Chicago native, William J. Weisz joined the company as a junior development engineer in 1948, after graduating from the Massachusetts Institute of Technology; and

WHEREAS, William J. Weisz became president of the firm in 1970, and was an integral part of the chief executive office that led Motorola's transformation from a relatively small consumer electronics company into a global leader in technology communications; and

WHEREAS, In 1980, William J. Weisz was named vice-chairman of the board of directors of Motorola; and

WHEREAS, In 1993, William J. Weisz was elected chairman of the board of Motorola; and

WHEREAS, William J. Weisz often served as a spokesperson for the industry to promote free trade, free enterprise and American competitiveness; and

WHEREAS, William J. Weisz won several industry honors, including the Medal of Honor from the Electronic Industries Association in 1981 for his contributions to the advancement of the electronics industry; and

WHEREAS, William J. Weisz will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Barbara; his two sons, George and David; his daughter, Terri; and his four grandchildren, William J. Weisz 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 fourteenth day of January, 1998, do hereby commemorate William J. Weisz for his grace-filled 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 William J. Weisz.

CONGRATULATIONS EXTENDED TO HONORABLE VALDAS ADAMKUS
ON ELECTION AS PRESIDENT OF REPUBLIC
OF LITHUANIA.

WHEREAS, The Honorable Valdas Adamkus has been elected to serve as the president of Lithuania; and

WHEREAS, The Chicago City Council has been informed of this auspicious event by Alderman Edward M. Burke; and

WHEREAS, The City of Chicago is proud to call itself home to the largest Lithuanian-American population in the United States of America; and

WHEREAS, The contributions of the more than one hundred thousand members of the Lithuanian-American community in Chicago have greatly enriched the fabric of this city; and

WHEREAS, The Honorable Valdas Adamkus, a seventy-one year old Lithuanian-American from suburban Hinsdale, won the presidency by a narrow margin of fewer than twelve thousand votes out of two million cast; and

WHEREAS, The Honorable Valdas Adamkus was victorious in a run-off election over former Prosecutor-General Arturas Paulauskas; and

WHEREAS, As the President of Lithuania, The Honorable Valdas Adamkus plans to support measures to have his country become a member of NATO and the European Union; and

WHEREAS, The Honorable Valdas Adamkus was born in Kaunas, Lithuania and immigrated to the United States in 1949; and

WHEREAS, The Honorable Valdas Adamkus had lived for four decades in the Chicago metropolitan area; and

WHEREAS, The Honorable Valdas Adamkus was granted Lithuanian citizenship in 1992; and

WHEREAS, The Honorable Valdas Adamkus is a 1960 graduate of the Illinois Institute of Technology; and

WHEREAS, In 1981, President Ronald Reagan appointed The Honorable Valdas Adamkus regional administrator and by the time he retired last year, he was the Environmental Protection Agency's longest-serving senior executive; and

WHEREAS, The Honorable Valdas Adamkus continues to enjoy the warmth, friendship and admiration of the residents of the City of Chicago who hold him in the highest regard and esteem; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this fourteenth day of January, 1998, do hereby congratulate The Honorable Valdas Adamkus on his election as the President of Lithuania and do hereby extend our best wishes for the future success and prosperity of Lithuania; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Valdas Adamkus.

*EXPRESSION OF GRATITUDE EXTENDED TO CHICAGO
FIRE FIGHTERS MIKE BIRD, ROBERT NOLE AND
KEVIN SAMPSON AND CHICAGO POLICE
OFFICERS TIMOTHY EADES AND
DAVID SCHOLTES FOR
HEROIC ACTIONS.*

WHEREAS, Chicago fire fighters and Chicago police officers bravely helped save the lives of eleven occupants from a fast-moving apartment building fire of December 31, 1997; and

WHEREAS, The Chicago City Council has been informed of their meritorious conduct by Alderman Edward M. Burke; and

WHEREAS, The early morning fire struck a four-story brick apartment building located at 4048 North Western Avenue; and

WHEREAS, The blaze had already burned through the roof when the first ten trucks and forty-five fire fighters arrived on the scene; and

WHEREAS, Fire Fighter Robert Nole has been credited with catching a young girl who jumped head-first from a window of the apartment building; and

WHEREAS, Fire Fighter Robert Nole stepped off of the ladder, carrying the girl to safety, Fire Fighter Mike Bird started up and helped the victim's fourteen year old brother from a window, as well as helping another male resident down the ladder; and

WHEREAS, Fire Fighter Kevin Sampson was credited with catching a thirty year old man who fell after he attempted to crawl head-first down a fire ladder from the burning apartment building; and

WHEREAS, It has been reported that Chicago Police Officers David Scholtes and Timothy Eades rushed up the rear stairs of the building and woke three elderly residents who they rescued from danger; and

WHEREAS, If not for the daring and selfless actions of Chicago Fire Fighters Robert Nole, Kevin Sampson and Mike Bird along with Chicago Police Officers David Scholtes and Timothy Eades, the lives of many of the residents may have been lost in the fire; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this fourteenth day of January, 1998, do hereby congratulate Chicago Fire Fighters Robert Nole, Kevin Sampson and Mike Bird along with Chicago Police Officers David Scholtes and Timothy Eades for their brave and heroic actions; and

Be It Further Resolved, That suitable copies of this resolution be presented to Chicago Fire Fighters Robert Nole, Kevin Sampson and Mike Bird along with Chicago Police Officers David Scholtes and Timothy Eades.

EXPRESSION OF GRATITUDE EXTENDED TO CHICAGO
FIRE-FIGHTERS JOEL BURNS, DAVID CHRISTENSON
AND FIRE LIEUTENANT BRIAN MC MAHON FOR
HEROIC ACTIONS.

WHEREAS, Chicago Fire Fighters Joel Burns, David Christenson and

Lieutenant Brian McMahon saved the lives of two victims of a west side apartment fire on New Year's Day, 1998; and

WHEREAS, The Chicago City Council has been informed of their bravery and heroism by Alderman Edward M. Burke; and

WHEREAS, It is the sworn duty of all members of the Chicago Fire Department to help ensure the safety of the residents of the City of Chicago; and

WHEREAS, A fire began the evening of January 1, 1998 and swept through a three-story apartment building located at 201 North Laramie Avenue on the west side of Chicago; and

WHEREAS, Fire fighters arrived on the scene at 6:00 P.M. to find the structure engulfed in flames; and

WHEREAS, With total disregard to their own personal safety, Fire Fighters Joel Burns, David Christenson and Lieutenant Brian McMahon rescued two residents trapped on the third floor; and

WHEREAS, After the victims were dragged to safety, Fire Fighter Christenson collapsed at the foot of the stairs of the building; but was later treated and released from West Suburban Hospital in Oak Park; and

WHEREAS, The selfless actions of Fire Fighters Joel Burns, David Christenson and Lieutenant Brian McMahon follow in the long and glorious tradition of bravery among members of the Chicago Fire Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this fourteenth day of January, 1998, do hereby recognize the heroic actions of Fire Fighters Joel Burns, David Christenson and Lieutenant Brian McMahon and extend to them our full appreciation and gratitude; and

Be It Further Resolved, That suitable copies of this resolution be presented to Fire Fighters Joel Burns, David Christenson and Lieutenant Brian McMahon.

**CONGRATULATIONS EXTENDED TO REVEREND ANDREW GREELEY
ON SEVENTIETH BIRTHDAY.**

WHEREAS, The Reverend Andrew Greeley will observe his seventieth birthday

on February 5, 1998; and

WHEREAS, The Chicago City Council has been informed of this auspicious milestone by Alderman Edward M. Burke; and

WHEREAS, The Reverend Andrew Greeley is a priest, distinguished sociologist and best-selling author; and

WHEREAS, A highly esteemed educator, the Reverend Andrew Greeley serves as a professor of social sciences at the University of Chicago and the University of Arizona; and

WHEREAS, The Reverend Andrew Greeley also serves as a research associate for the National Opinion Research Center at the University of Chicago; and

WHEREAS, The Reverend Andrew Greeley was born on February 5, 1928, in near west suburban Oak Park, Illinois, the son of Andrew T. and Grace Greeley (nee McNichols); and

WHEREAS, The Reverend Andrew Greeley was ordained a priest of the Roman Catholic Archdiocese of Chicago in 1954; and

WHEREAS, The Reverend Andrew Greeley has written scores of books and hundreds of scholarly articles which have stimulated discussion on a variety of topics in both the religious and secular society; and

WHEREAS, A prominent philanthropist, the Reverend Andrew Greeley has generously provided millions of dollars in endowments to help support education, including the inner-city; and

WHEREAS, The Reverend Andrew Greeley is a prominent and accomplished individual worthy of great praise and respect; and

WHEREAS, Friends and admirers of the Reverend Andrew Greeley will attend a special two-day celebration in honor of his seventieth birthday to be held at Old Saint Pat's Church, 700 West Adams Street, Chicago, Illinois, on January 31 and February 1, 1998; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this fourteenth day of January, 1998, do hereby congratulate the Reverend Andrew M. Greeley on the happy occasion of his seventieth birthday and do hereby extend every best wish for his continued good health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Reverend Andrew M. Greeley.

*CONGRATULATIONS EXTENDED TO MR. THOMAS P. O'CONNELL
ON SIXTIETH BIRTHDAY.*

WHEREAS, Thomas P. O'Connell celebrated his sixtieth birthday on November 23, 1997; and

WHEREAS, The Chicago City Council has been informed of this milestone by Alderman Edward M. Burke; and

WHEREAS, A native of the southwest side, Thomas P. O'Connell is a prominent and respected member of his community; and

WHEREAS, For five years, Thomas P. O'Connell served with distinction as the president of the Back of the Yards Council; and

WHEREAS, As a neighborhood leader, Thomas P. O'Connell has served as a precinct captain for the 14th Ward Regular Democratic Organization; and

WHEREAS, Thomas P. O'Connell is a graduate of Saint Gall Grammar School, Saint Joseph High School and DePaul University; and

WHEREAS, Thomas P. O'Connell holds a master's degree from Governor's State University; and

WHEREAS, Thomas P. O'Connell served in the United States Army from 1956 to 1958; and

WHEREAS, Thomas P. O'Connell worked as a radio announcer from 1958 to 1962; and

WHEREAS, From 1961 to 1985, Thomas P. O'Connell served tirelessly and ably as a member of the Chicago Fire Department; and

WHEREAS, In that most important role, Thomas P. O'Connell created the Fire Awareness Program which resulted in a reduction in fire deaths; and

WHEREAS, Thomas P. O'Connell was married to Elizabeth Houston in 1960; and

WHEREAS, Thomas P. O'Connell and Elizabeth O'Connell are the loving parents of eight children; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this fourteenth day of January, 1998, do hereby congratulate Thomas P. O'Connell on the occasion of his sixtieth birthday and do hereby extend our every wish for his continued good health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas P. O'Connell.

*GRATITUDE EXTENDED TO MR. LOUIS SANCHEZ
FOR HEROIC ACTIONS.*

WHEREAS, Louis Sanchez has been credited with saving the life of his family during an early morning fire on January 7, 1998 in the 2600 block of West Cortez Street; and

WHEREAS, The Chicago City Council has been informed of his meritorious actions by Alderman Edward M. Burke; and

WHEREAS, Authorities said ten year old Louis Sanchez woke at 2:02 A.M. when he smelled smoke and ran to wake his mother, Adriana Menjivar; and

WHEREAS, The family soon discovered that a blaze had begun to spread through their basement apartment; and

WHEREAS, Adriana Menjivar helped Louis and another child escape through the rear of the apartment, then went back inside the burning apartment only to find that the fire had blocked her exit; and

WHEREAS, Adriana Menjivar ran to the front door, the fire had reached the gas line, which exploded, spreading the fire throughout the apartment; and

WHEREAS, Adriana Menjivar escaped the blaze, suffering only minor burns; and

WHEREAS, When fire fighters arrived on the scene, flames had risen eight feet into the air; and

WHEREAS, If not for the alertness of Louis Sanchez, fire officials said his family would have perished in the blaze; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this fourteenth day of January, 1998, do hereby congratulate Louis Sanchez for his meritorious actions in saving the lives of his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Louis Sanchez.

*CONGRATULATIONS EXTENDED TO CHICAGO PUBLIC LIBRARY
ON ONE HUNDRED TWENTY-FIFTH ANNIVERSARY.*

WHEREAS, The Chicago Public Library marked its one hundred twenty-fifth anniversary on January 1, 1998; and

WHEREAS, The Chicago City Council has been informed of this auspicious milestone by Alderman Edward M. Burke; and

WHEREAS, To assist in establishing the Chicago Public Library, the City of Chicago received approximately eight thousand books from "the English book donation" in December of 1871, in the aftermath of the Great Chicago Fire; and

WHEREAS, Additional gifts to the City of Chicago include books in seven languages; and

WHEREAS, As books arrived from benefactors the world over, the city's fathers deposited them in an empty iron water tank at LaSalle and Adams Streets, an inelegant but fireproof repository that became known as the "Water Tank Library"; and

WHEREAS, Chicago citizens then petitioned Mayor Joseph Medill to open a free public library; and

WHEREAS, In 1872, Mayor Joseph Medill appointed a library committee, the Illinois legislature passed a state library law, and the water tank was fitted with book shelves; and

WHEREAS, The Chicago City Council adopted an ordinance on April 1, 1872, establishing the Chicago Public Library; and

WHEREAS, The Chicago Public Library first opened to the public on New Year's Day, 1873; and

WHEREAS, Construction of a permanent library building began in 1893, with the doors of Chicago's new Central Library opening to the public on Michigan Avenue, between Randolph and Washington Streets on October 11, 1897; and

WHEREAS, William Frederick Poole, the first head librarian of the Chicago Public Library, built up over the next fourteen years a library for Chicago whose resources, completeness and bibliographic equipment were scarcely equaled; and

WHEREAS, During the early 20th Century the Chicago Public Library went on to create a plan for regional and branch libraries which is still in place today; and

WHEREAS, On October 7, 1991, the Chicago Public Library opened a new main facility, the Harold Washington Library Center, located at 400 South State Street; and

WHEREAS, The new library building, designed by Chicago-based Thomas Beeby of Hammond, Beeby & Babkat, the architectural component of the Sebus Group design-build team, is the single-largest library building in the United States, containing seventy miles of shelves and holding approximately one million books and records; and

WHEREAS, Today, the Chicago Public Library system is one of the largest and most effective public library systems in the world and includes the Harold Washington Library Center, two regional library centers and seventy-nine branch libraries and the Illinois Regional Library for the Blind and Handicapped; and

WHEREAS, The Chicago Public Library began celebrating a year-long series of commemorative activities at a special kick-off birthday party held at the Harold Washington Library Center on January 10, 1998; now, therefore,

Be It Reserved, That we, the Mayor and members of the Chicago City Council assembled this fourteenth day of January, 1998, do hereby congratulate Commissioner Mary Dempsey on the Chicago Public Library's one hundred twenty-five years of devoted service to the residents of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Dempsey, Commissioner of the Chicago Public Library.

Presented By

ALDERMAN JONES (15th Ward):

TRIBUTE TO LATE MR. ROBERT LEE KEMP, JR.

WHEREAS, God in his infinite wisdom and judgement has called to his eternal reward Robert Lee Kemp, Jr., beloved citizen, friend, public servant and family member, just short of his sixty-eighth birthday; and

WHEREAS, Born in Arkansas December 24, 1929, Robert Lee Kemp, Jr. was educated and called into the ministry in Carutherville, Missouri. On July 19, 1958, he was joined in holy matrimony to the former Dorothy Mae Nichols, and to this union four children were born; and

WHEREAS, Moving to Chicago and mindful of his civic duties, Robert Lee Kemp, Jr., served as a precinct captain in Chicago's grateful 16th Ward. He served as a Cook County Sheriff Deputy and retired as a highly respected supervisor in the City of Chicago Water Department; and

WHEREAS, Robert Lee Kemp, Jr. was a devoted family man whose generous spirit and loving attitude are reflected among his loving family and friends. One son, Robert L. III; one daughter, Shirley A.; and a cherished aunt, Lillie Windows, having preceded him in death, he leaves to celebrate his accomplishments his loving wife of thirty-nine years, Dorothy Mae; three daughters, Patricia Kemp-Johnson, Cindy A. Kemp-Riley and Erin Sheree; three sons, Larry E., Don C. and Avary B.; one daughter-in-law, Kathryn; one son-in-law, Larry J. Riley; eleven grandchildren; three sisters, Lillie Mae Rogers, Bessie Daniel and Odessia Jones; a special aunt, Bessie Porter; 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 fourteenth day of January, 1998, A.D., do hereby express our sorrow on the passing of Robert Lee Kemp, Jr., and express 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. Robert Lee Kemp, Jr. and family.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MR. THOMAS ALLEN.

WHEREAS, God in his infinite wisdom and goodness has removed from us our friend, Mr. Thomas Allen; and

WHEREAS, He will long be remembered by his family; now, therefore,

Be It Resolved, This fourteenth day of January, 1998, that we, the Alderman/Committeeman, staff and the 16th Ward community, do hereby extend our deep and sincere sympathy to the entire family in their loss. May you always rely on Him who will heal all sorrow:

The best of friends must sometimes part

And yet we do not see,

The hand of God writing still

From eternity.

For us it is trying to understand

That our friends must go,

But in the final resurrection

All of us will know.

In our parting there is a blessing

That we do not see,

The ones that leave us here

Are better off than we.

Be It Further Resolved, That a copy of this resolution will be presented to his mother, Eddie Streets-Allen.

TRIBUTE TO LATE MRS. ANNIE MAE HATTER.

WHEREAS, God in his infinite wisdom and goodness has removed from us our friend, Mrs. Annie Mae Hatter, born May 15, 1915 in Macon, Mississippi. She departed this life on Monday, November 24, 1997; and

WHEREAS, She will long be remembered by her family and friends; now, therefore,

Be It Resolved, This fourteenth day of January, 1998, that we, the Alderman/Committeeman, staff and the 16th Ward community do hereby extend our deep and sincere sympathy to the entire family in their loss. May you always rely on Him who will heal all sorrow:

I'M FREE.

Don't grieve for me, for now I'm free,
I'm following the path God laid for me.
I took His hand when I heard Him call,
I turned my back and left it all.
I could not stay another day,
to laugh, to love, to work or play.
Tasks left undone must stay that way,
I found the peace at the close of the day.
If my parting has left a void,
A friendship shared, a laugh, a kiss,

Ah, yes these things I too will miss.
Be not burdened with times of sorrow,
I wish you the sunshine of tomorrow.
My life's been full, I've savored much,
Good friends, good times, a loved one's touch.
Perhaps my time seemed all too brief,
Don't lengthen it now with undue grief.
Lift up your hearts and share with me,
God wanted me now, He set me free.

Be It Further Resolved, That a copy of this resolution will be presented to her son, Reverend Charlie C. Hatter.

TRIBUTE TO LATE MRS. LILLIE HUNTER.

WHEREAS, God in His infinite wisdom and goodness has removed from us our friend, Mrs. Lillie Hunter, devoted wife of Reverend George Hunter, Sr.; and

WHEREAS, She will long be remembered by her family and friends; now, therefore,

Be It Resolved, This fourteenth day of January, 1998, that we, the Alderman/Committeeman, staff and the 16th Ward community do hereby extend our deep and sincere sympathy to the entire family in their loss. May you always rely on Him who will heal all sorrow;

I'M FREE.

Don't grieve for me, for now I'm free,

I'm following the path God laid for me.
I took His hand when I heard Him call,
I turned my back and left it all.
I could not stay another day,
to laugh, to love, to work or play.
Tasks left undone must stay that way,
I found the peace at the close of the day.
If my parting has left a void,
A friendship shared, a laugh, a kiss,
Ah, yes these things I too will miss.
Be not burdened with times of sorrow,
I wish you the sunshine to tomorrow.
My life's been full, I've savored much,
Good friends, good times, a loved one's touch.
Perhaps my time seemed all too brief,
Don't lengthen it now with undue grief.
Lift up your hearts and share with me,
God wanted me now, He set me free.

Be It Further Resolved, That a copy of this resolution will be presented to the family of Mrs. Lillie Hunter.

TRIBUTE TO LATE MR. JOHN LLOYD, JR.

WHEREAS, It has been the will of the Almighty God to remove from us, John Lloyd, Jr. (better known as "Punkin"); and

WHEREAS, We, the Alderman, staff and the 16th Ward community do join the entire family in their grief and do commend them to the Master, who has promised comfort in the moment needed; now, therefore,

Be It Resolved, That while we mourn John Lloyd, Jr. going from us, we are resigned to the divine will of the heavenly father, that we give thanks to God for his life among us, and that we assure the entire family they have our sympathy:

Poets have spoken of somber skies

And many a starry night,

Behind it all there is a God

Who ever rules aright,

When dark your day seems to be

The like of which you can't bear,

Repair to some quiet place

You'll find the Master there,

No matter what your problems are

Of them all, He is aware,

You may ever seek our Lord

You'll find Him there.

Be It Further Resolved; That a copy of this resolution will be presented to the Lloyd family.

Presented By

ALDERMAN MURPHY (18th Ward):

TRIBUTE TO LATE BISHOP ISAAC HOPKINS, SR.

WHEREAS, God in his infinite wisdom and judgement has called to his eternal reward Bishop Isaac Hopkins, Sr., beloved citizen, patriarch, friend and religious leader, at the age of ninety-four; and

WHEREAS, In a long, rich and enriching life which began in Norwood, Louisiana, in 1903, Isaac Hopkins, Sr. was ordained bishop of the Divine Universal Temple of God in 1963, when he was already head of a large and loving family and well into a long, productive career with International Harvester, from which he retired in 1971 after thirty-five years of dedicated service; and

WHEREAS, Bishop Isaac Hopkins, Sr. touched and enhanced many lives and was an inspiration to his family and his followers. His loving wife, the former Whilemina Pinkston, and one son, Jesse, having predeceased him, he leaves to celebrate his considerable accomplishments eight children, James, William, Virginia, Frances, Joseph, Mark, Isaac and Sarah, who is a valued employee of the City of Chicago Comptroller's Office; twenty-one grandchildren; a large number of great-grandchildren and great-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 in assembly this fourteenth day of January, 1998, do hereby express our sorrow on the passing of Bishop Isaac Hopkins, Sr., and extend to his loving 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 Bishop Isaac Hopkins, Sr.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MRS. ELEANOR BERNICE STOCKBAR SULLIVAN.

WHEREAS, God in his infinite wisdom has called Eleanor Bernice Stockbar Sullivan to her eternal reward; and

WHEREAS, The Chicago City Council has been made aware of her passing by Alderman Virginia A. Rugai; and

WHEREAS, Eleanor was born to John and Nell Stockbar on August 19, 1912 in Lockport, Illinois; and

WHEREAS, From her parents, Eleanor learned the love of family, faith and the Catholic church; and

WHEREAS, Eleanor married the love of her life, Michael J. Sullivan, in 1937; and

WHEREAS, John and Eleanor Sullivan shared a great love with their fourteen children: Michael, John, Patrick, twins Tom and Ted, Sharon, Dennis, Jerry, twins Kevin and Brian, Mary Kay, Jim, Joan and Joe; and

WHEREAS, The Sullivan family will always remember the wonderful example of everlasting love and loyalty that Eleanor and Mike set for each succeeding generation; the priceless moments spent together, including the laughter over all the years at their home on Racine Avenue and St. Louis Avenue; the generosity to all where no one was ever turned away from dinner or a bed; and

WHEREAS, Eleanor Sullivan prepared for her outstanding career as a school teacher at Saint Mary's College in Milwaukee and at Chicago Teacher's College; and

WHEREAS, Eleanor Sullivan devoted twenty-five years of her life to Chicago's school children at the William Penn School, Cook Elementary School and at Visitation Elementary School; and

WHEREAS, Eleanor Sullivan shared her faith and devotion with the members of Saint Kilian's Church and Queen of Martyrs Church; and

WHEREAS, Eleanor Sullivan will be sorely missed by her loving children; forty-nine grandchildren; and seventeen great-grandchildren; and

WHEREAS, Eleanor will be happily re-united with her son, Thomas; now, therefore,

Be It Resolved, That the City Council of Chicago, gathered here in meeting this fourteenth day of January, 1998, do hereby send our condolences to the family of Eleanor Sullivan; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Eleanor Sullivan.

*GRATITUDE EXTENDED TO POLICE SERGEANT ROBERT H. BAIETTO
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 H. Baietto devoted forty years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert H. Baietto and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT HENRY J. BARSCH
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Henry J. Barsch devoted thirty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Henry J. Barsch and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
JOHN A. BATTISTELLA FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 John A. Battistella devoted thirty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John A. Battistella and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT DANIEL B. BENOIT
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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, Through 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 Daniel B. Benoit devoted thirty years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998 on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Daniel B. Benoit and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
MARY L. BERNICHIO FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Mary L. Bernichio devoted twenty-one years of her life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Mary L. Bernichio and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
JAMES J. BRADY FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 James J. Brady devoted twenty-nine years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James J. Brady and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JOHN F. BRIMER
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, most this 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 John F. Brimer devoted forty years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant John F. Brimer and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT ALANA J. BURKE
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 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, Through 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 Alana J. Burke devoted twenty-two years of her life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Alana J. Burke and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-two years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
FREDERICK D. CHAPMAN FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Frederick D. Chapman devoted thirty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Frederick D. Chapman and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT LOUIS C. COLE
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Louis C. Cole devoted twenty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Louis C. Cole and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT GAETANO J. DE LISA
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Gaetano J. DeLisa devoted forty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Gaetano J. DeLisa and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT LEO E. DEPCIK
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Leo E. Depcik devoted thirty-six years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Leo E. Depcik and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-six years.

*GRATITUDE EXTENDED TO POLICE SERGEANT DONALD P. DUFFY
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Donald P. Duffy devoted thirty years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Donald P. Duffy and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JAMES T. GARTNER
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 James T. Gartner devoted thirty-five years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James T. Gartner and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-five years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JOHN R. GILTMIER
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "America 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 lived with the very real knowledge that their husband or father 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 "America Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owned so much to so few" were never more apropos; and

WHEREAS, Sergeant John R. Giltmier devoted thirty-three years of his life in service to the people of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy, 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 fourteenth day of January, 1998, that on behalf of all the citizens of the City of Chicago we do hereby express our appreciation and heartfelt thanks to Sergeant John R. Giltmier and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years.

*GRATITUDE EXTENDED TO POLICE SERGEANT EDWARD J. HANSEN
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods this most American of all cities are particularly cognizant of the "America '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 "America 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 lived with the very real knowledge that their husband or father 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 "America Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owned so much to so few" were never more apropos; and

WHEREAS, Sergeant Edward J. Hansen devoted thirty years of his life in service to the people of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy, 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 fourteenth day of January, 1998, that on behalf of all the citizens of the City of Chicago do hereby express our appreciation and heartfelt thanks to Sergeant Edward J. Hansen and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
JAMES E. HEALY, JR. FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 James E. Healy, Jr. devoted thirty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James E. Healy, Jr. and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
RICHARD J. KARCESKI FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Richard J. Karceski devoted thirty-five years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Richard J. Karceski and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-five years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
LEONARD V. LA PAGLIA FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Leonard V. LaPaglia devoted forty years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Leonard V. LaPaglia and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
FRED C. LAUBACH FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Fred C. Laubach devoted thirty-two years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Fred C. Laubach and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-two years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
AUGUSTUS W. LETT FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Augustus W. Lett devoted thirty-six years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Augustus W. Lett and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-six years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
ROBERT M. MALONEY FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 M. Maloney devoted thirty years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert M. Maloney and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
PATRICK M. MC CORMICK FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Patrick M. McCormick devoted twenty-nine years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Patrick A. McCormick and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JAMES F. MC GEE
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 James F. McGee devoted thirty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James F. McGee and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
TERENCE J. MURPHY FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Terence J. Murphy devoted twenty-nine years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Terence J. Murphy and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JAMES R. O'BRIEN
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 James R. O'Brien devoted thirty-three years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James R. O'Brien and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-three years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JAMES A. O'ROURKE
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 James A. O'Rourke devoted twenty-nine years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James A. O'Rourke and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*GRATITUDE EXTENDED TO POLICE SERGEANT FRED A. OSLEBER
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Fred A. Osleber devoted twenty-six years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Fred A. Osleber and his family for the dedication, professionalism and personal sacrifice provided throughout the

past twenty-six years.

*GRATITUDE EXTENDED TO POLICE SERGEANT BRUCE A. PECK
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Bruce A. Peck devoted twenty-seven years of his life in service to the people of Chicago in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Bruce A. Peck and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JOSEPH PRICE
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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, Though 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 Joseph Price devoted twenty-eight years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Joseph Price and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-eight years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
HERBERT E. REDMOND FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Herbert E. Redmond devoted twenty-nine years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Herbert E. Redmond and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
ROBERT P. ROMANOWSKI FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 P. Romanowski devoted twenty-six years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Robert P. Romanowski and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-six years.

*GRATITUDE EXTENDED TO POLICE SERGEANT GEORGE SARKISIAN
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 George Sarkisian devoted forty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant George Sarkisian and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT WILLIAM H. SILK
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 William H. Silk devoted twenty-seven years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant William H. Silk and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years.

*GRATITUDE EXTENDED TO POLICE SERGEANT THOMAS J. SMITH
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 J. Smith devoted twenty-nine years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Thomas J. Smith and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*GRATITUDE EXTENDED TO POLICE SERGEANT JAMES E. TOBIN
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 James E. Tobin devoted twenty-nine years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant James E. Tobin and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-nine years.

*GRATITUDE EXTENDED TO POLICE SERGEANT DAN J. TOWNSEND
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Dan J. Townsend devoted thirty-one years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Dan J. Townsend and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty-one years.

*GRATITUDE EXTENDED TO POLICE SERGEANT DARLENE D. WICHT
FOR DEDICATED SERVICE TO CITY OF CHICAGO.*

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 Darlene D. Wicht devoted twenty years of her life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Darlene D. Wicht and her family for the dedication, professionalism and personal sacrifice provided throughout the past twenty years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
RALPH G. YELLOWLEES FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "America 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 Ralph G. Yellowlees devoted twenty-seven years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Ralph G. Yellowlees and his family for the dedication, professionalism and personal sacrifice provided throughout the past twenty-seven years.

*GRATITUDE EXTENDED TO POLICE SERGEANT
ROGER R. ZACHARIAS FOR DEDICATED
SERVICE TO CITY OF CHICAGO.*

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 Roger R. Zacharias devoted forty-two years of his life in service to the people of Chicago and in doing so 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 fourteenth day of January, 1998, on behalf of all the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Roger R. Zacharias and his family for the dedication, professionalism and personal sacrifice provided throughout the past forty-two years.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. RUBY LEE MORRIS MC COY.

WHEREAS, God, in his infinite wisdom has called to her eternal reward Ruby Lee Morris McCoy, beloved citizen, friend and community activist; and

WHEREAS, Ruby Lee Morris was born March 3, 1923; she was raised and educated in her native Mississippi and moved to Chicago in 1951 where she worked for many years as a press operator in a clearing establishment; she returned to further her education later in life, earning a degree in Child Development from Kennedy King College; and

WHEREAS, Ruby Lee Morris married Tim McCoy, and to this union was born one son, Edward McCoy; and

WHEREAS, With a keen interest in politics and good government, Ruby Lee Morris McCoy worked diligently for nearly three decades as a member of the 20th Ward Regular Democratic Organization, where she was known and respected for her unstinting loyalty to The Honorable Kenneth Campbell, The Honorable Cecil Partee and The Honorable Arenda Troutman, present alderman and committeeman. She was also a vital participant in several Woodlawn organizations, and she served as president of Saint Clara's Housing Cooperative where she lived. She was often recognized for her tireless efforts on behalf of the Urban Progress program funded by the city's Department of Human Services; and

WHEREAS, A women of deep spiritual convictions, Ruby Lee Morris McCoy also served long and faithfully at Saint Gelasius Roman Catholic Church in Woodlawn; and

WHEREAS, Ruby Lee Morris McCoy leaves to celebrate her accomplishments her many friends, her loving family, the people of Woodlawn and her extended family within the 20th Ward Regular Democratic Organization; 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 fourteenth day of January, 1998, do hereby express our sorrow on the passing of Ruby Lee Morris McCoy 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 Ruby Lee Morris McCoy.

TRIBUTE TO LATE MRS. ARVELIA AGNEW BUTLER.

WHEREAS, God in his infinite wisdom and judgement has called to her eternal reward Arvelia Agnew Butler, beloved matriarch, citizen, friend and a vital volunteer for religious and charitable organizations in Chicago's grateful Woodlawn and South Shore communities; and

WHEREAS, Born in Amory, Mississippi, April 28, 1919, Arvelia Agnew Butler has enjoyed a rich and enriching life in the service of her Lord and Savior and to the great nourishment of a large and loving family; and

WHEREAS, In December, 1937, Arvelia Agnew was joined in holy matrimony to Jerry T. Butler, and to this blessed union were born seven children. When he died in 1954, Arvelia raised their children through hard work and perseverance. The Butler family had moved to Chicago during World War II, and she worked many years in a lighting fixture factory; and

WHEREAS, At a time when many people languish in retirement, Arvelia Agnew Butler volunteered her considerable services at the Woodlawn East Community and Neighbors (W.E.C.A.N.), of which she was a founding member. She also helped found Domestic Lady's Women Organization (DORG), and she served on the Mother Board of Unity Sanctuary Church of God in Christ, where she also helped establish an emergency food and clothing pantry. Arvelia Agnew Butler was fully cognizant of her civic responsibilities and reached out to touch many lives; and

WHEREAS, One daughter, Lula Mae Guilty, having predeceased her, Arvelia Agnew Butler went to a better life January 5, 1998, and left to celebrate her many accomplishments six children, Dorothy Mae (Andrew) Clark, Jerry, Jr. (Annette), Mattie Carrie, William Earl (Mikki), Margaret Renee Tillman (Alexander) Thomas and George T. (Mary Ann); twenty-nine grandchildren; twenty-nine great-grandchildren; five great-great-grandchildren; one sister, Sarah A. Robinson Clay; one brother, Monroe Amos (Dorothy) Agnew; and a host of relatives and friends as well as her extended family throughout the Woodlawn and South Shore communities; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here in assembly, do hereby express our sorrow on the passing of Arvelia Agnew Butler, 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 Arvelia Agnew Butler.

Presented By

ALDERMAN SOLIS (25th Ward):

**ILLINOIS GENERAL ASSEMBLY URGED TO PASS HOUSE BILL 2400
WHICH WOULD INCREASE PENALTIES FOR VIOLENT
CRIMES COMMITTED AGAINST COMMUNITY
POLICING VOLUNTEERS.**

WHEREAS, C.A.P.S., Chicago's Alternative Policing Strategy, is a partnership between police and the community; and

WHEREAS, Under the leadership of Mayor Daley, the C.A.P.S. program has been successful in reducing crime and citizen fear by bringing more people into the crime-fighting partnership; and

WHEREAS, The continuing success of C.A.P.S. is dependent upon the willingness of citizens to get involved; and

WHEREAS, The recent murder of Arnold Mireles, one the City of Chicago's most active C.A.P.S. volunteers, has created additional urgency for the passage of House Bill 2400; and

WHEREAS, House Bill 2400, sponsored by State Representative Edward Acevedo and co-sponsored by Representatives McAuliffe, Capparelli, Zickus and Lopez, is a bipartisan measure which seeks to offer additional tools to protect citizens involved in community policing program throughout the State of Illinois; and

WHEREAS, The legislation would amend the Criminal Code to increase the penalties for crimes committed against community policing volunteers; and

WHEREAS, Under House Bill 2400, prosecutors would be able to seek the death penalty in cases where the murder victim is involved in community policing; and

WHEREAS, In addition, under the legislation, the offense of battery would be enhanced to aggravated battery and carry a maximum prison term of fourteen years if the victim is a community policing volunteer; and

WHEREAS, The passage and approval of House Bill 2400 will help protect the safety of citizens involved in the community policing program; and

WHEREAS, It is vital that we show our support for community policing volunteers who are working together with law enforcement in communities within the City of Chicago and across the State of Illinois to combat the crime that threatens our quality of life; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, 1998, do hereby call on the Illinois General Assembly to pass, and on Governor Edgar to approve, House Bill 2400 so that we show our support to citizens involved in community policing; and

Be It Further Resolved, That copies of this resolution be presented to Governor Jim Edgar, Speaker of the Illinois House Michael J. Madigan, Illinois Senate President James "Pate" Philip, Illinois Senate Minority Leader Emil Jones, and Illinois House Minority Leader Lee A. Daniels.

Presented By

ALDERMAN AUSTIN (34th Ward):

CONGRATULATIONS EXTENDED TO THE PRESBYTERIAN
CHURCH OF ROSELAND ON ONE
HUNDREDTH ANNIVERSARY.

WHEREAS, On Sunday, February 15, 1998, leaders, congregation and many friends throughout its community are gathering to observe the centennial celebrations of The Presbyterian Church of Roseland; and

WHEREAS, The Presbyterian Church of Roseland is one of our great city's most enduring religious institutions whose history may be compared with that of the three communities it so diligently serves; Roseland, Pullman and West Pullman; and

WHEREAS, First established in early 1898, the cornerstone of its building laid in 1910, and its sanctuary completed and decorated in 1911, The Presbyterian Church of Roseland has long been an enriching spirit to Chicago's great and vital southeast side. At first it thrived with its constantly growing community; eventually it brought a sense of stability and spiritual strength to an area of the city whose progress was momentarily deterred by labor difficulties and, more recently, by dramatic changes in the racial makeup of Roseland, Pullman and West Pullman; and

WHEREAS, Clearly a towering spiritual institution leading its congregation toward a promising and fulfilling future, The Presbyterian Church of Roseland has always had outstanding leaders of vision. Its current moderator is Reverend Alvin Bridges; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby extend our most heartfelt congratulations to the leaders and congregation of The Presbyterian Church of Roseland in celebration of the one hundredth anniversary of this great spiritual institution, as well as our best wishes for continuing success and enlightenment into the next century; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Presbyterian Church of Roseland.

Presented By

ALDERMAN COLOM (35th Ward):

TRIBUTE TO LATE MS. BESS JACOBSON.

WHEREAS, God in his infinite wisdom and judgement has called to her eternal reward a pioneer activist for the rights of children with disabilities, Bess

Jacobson, beloved citizen and friend; and

WHEREAS, As early as the 1960s, long before the problems of handicapped children reached full public consciousness, Bess Jacobson was lobbying in Washington, D.C. and Springfield, Illinois for laws mandating special education for such children; and

WHEREAS, A lifelong Chicagoan, Bess Jacobson graduated from Roosevelt University and received a Master's Degree in Special Education from Northeastern Illinois University. In 1968, she founded the North Center for Handicapped Children at 5104 West Belmont Avenue, an institution which urges autistic and mentally handicapped children toward self-reliance and which has done so much to create responsible and self-sufficient adults; and

WHEREAS, Bess Jacobson leaves to celebrate her life her daughters, Deena DeNosaquo and Sandra Glassman; her son William; six grandchildren; a brother, Jack Silber; 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 fourteenth day of January, 1998, A.D., do hereby express our sorrow on the death of Bess Jacobson, 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 Bess Jacobson.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. JOHN P. HAGGERTY.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward John P. "Jack" Haggerty, beloved citizen, friend and well known Chicago businessman, December 6, 1997; and

WHEREAS, Jack Haggerty was born in Chicago in 1927, attended Saint Ignatius and Saint Leo High Schools and then spent two years at Saint Joseph's College in

Renselaer, Indiana, before serving his country honorably in the United States Army in the mid-1940s. In 1950, he joined Hartigan Chevrolet and moved to Ferrell Hicks Chevrolet three years later. In 1955, he was named number one Chevrolet salesman in the nation; and

WHEREAS, In 1958, Jack Haggerty then opened Haggerty Loftus Ford; in 1960, Jack Haggerty Oldsmobile; and in 1988, Haggerty Dodge. A popular and easily recognized member of Chicago's business community, Jack Haggerty was a member of the board of directors of the Chicago Automobile Trade Association from 1977 to 1985, and its chairman in 1982 -- 1983; he remained a board member from 1989; and

WHEREAS, Part of a large and loving family, John P. "Jack" Haggerty leaves to celebrate his accomplishments his wife, Gerry; four daughters, Nancy O'Brien, Colleen Crowley, Margaret Hanks and Virginia; five sons, Jack R., Michael, Daniel, Bill and Tom; twenty-six grandchildren; one great-grandchild; five sisters, Mary Caffrey, Theresa Baker, Alice DiFebo, Ellen Murphy and Nancy Murray; five brothers, Bill, Joe, Terry, Tom and Jim; 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 fourteenth day of January, 1998, A.D., do hereby express our sorrow on the death of John P. "Jack" Haggerty 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. John P. "Jack" Haggerty and family.

CONGRATULATIONS EXTENDED TO MS. ADELINE E. CHIOVARI
ON FIFTIETH ANNIVERSARY AS JUDGE OF ELECTION.

WHEREAS, Adeline E. Chiovari has proven herself a model citizen and a Chicagoan ever mindful of her civic obligations; and

WHEREAS, This year Adeline E. Chiovari celebrates fifty years as a judge of election for the Chicago Board of Election Commissioners; and

WHEREAS, Adeline E. Chiovari has been a steady and vital participant in the

local election process since the Truman administration, and her devotion to such loyal and active service is exemplary of outstanding citizenship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby express our gratitude and our heartiest congratulations to Adeline E. Chiovari in recognition of her fifty years as a dedicated judge of election for the Chicago Board of Election Commissioners; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Adeline E. Chiovari.

CONGRATULATIONS EXTENDED TO MR. JAMES P. NIBBS
ON EIGHTIETH BIRTHDAY.

WHEREAS, James P. Nibbs, citizen, friend and music technologist par excellence, was born December 22, 1917, and is thus celebrating his eightieth birthday; and

WHEREAS, A native Chicagoan, James P. Nibbs served his country honorably in the United States Army during World War II, and in 1960 settled with his bride, Mary Lou, in their current 38th Ward address; and

WHEREAS, A vital member of the Chicago Area Theatre Organ Enthusiasts, dedicated to the restoration of theatre organs, James P. Nibbs has taken part in the restoration of the great instruments at such famous venues as the Chicago Theatre, the Patio Theatre and the Aragon Ballroom; and

WHEREAS, James P. Nibbs celebrates this great occasion with his loving wife of thirty-eight years, Mary Lou; their six children; and a host of other family members 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 fourteenth day of January, 1998, A.D., do hereby express our heartiest congratulations to James P. Nibbs in celebration of his eightieth birthday, and extend to this fine citizen our very best wishes for many more years of success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and

presented to James P. Nibbs.

Presented By

ALDERMAN DOHERTY (41st Ward):

***TRIBUTE TO LATE CHICAGO POLICE OFFICER
FRANK BALZANO.***

WHEREAS, God in his infinite wisdom has called to his eternal reward Chicago Police Officer Frank Balzano, who during four decades dedicated himself to the safety and welfare of citizens in the City of Chicago, and who died of injuries sustained November 12, 1997, when off-duty, he attempted to quell a scuffle in a shopping mall and was attacked by a sixteen year old youth; and

WHEREAS, Chicago Police Officer Frank Balzano's regular patrol, since 1993, was O'Hare Airport, where he and his partner, his trusty dog, Max, were familiar figures as they conducted searches for explosives and weapons. Certified by the Federal Aviation Administration and trained by the police department's bomb and arson section, the two partners appeared live on a number of television news shows in the performance of their duties; and

WHEREAS, Frank Balzano joined the Chicago Police Department in 1958, when he was assigned to the old Warren District. He also forged an outstanding law enforcement career by serving on a number of task forces in what was then Detective Area 6 on Chicago's north side and Area 5 on the northwest side; and

WHEREAS, Since he and Max came to O'Hare, Officer Frank Balzano was popular with his co-workers and with local and visiting groups who toured the airport, most particularly with the school children to whom he and Max gave special attention while enforcing the soundest security measures; and

WHEREAS, The criminal act -- equally senseless and heinous -- which brought about Officer Frank Balzano's death has not only robbed our city of a model public servant, it has also deprived a loving family of a great son, husband, father, grandfather and friend. Frank Balzano leaves to celebrate his accomplishments his wife, Jean; children, Frank Jr., Daniel and Kathy; three grandchildren, Daniel, Michael and Jason; his mother, Louise Nelson; sister, Mary Louise Sperry;

brothers, William, Robert, Dennis and Ricky; other relatives; a host of friends; his devoted partner, Max; and his extended family at O'Hare International Airport; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby express our sorrow on the death of Chicago Police Officer Frank Balzano, 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. Frank Balzano and family.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. ROBERT M. HUNT.

WHEREAS, Almighty God in his infinite mercy and wisdom, called Mr. Robert M. Hunt to his eternal reward on the twenty-seventh day of December, nineteen hundred and ninety-seven, A.D.; and

WHEREAS, Mr. Robert Hunt was former president and chief executive officer of the Chicago Tribune Company who worked at the Tribune Company from 1950 to 1985; and

WHEREAS, Mr. Robert M. Hunt was appointed president and chief executive of the *Chicago Tribune* in 1976 and in 1979 left Chicago to take on duties as president and publisher of the *New York Daily News* then owned by the Tribune Company; and

WHEREAS, Mr. Robert M. Hunt was appointed president and general manager of the Chicago Tribune Company in 1974 and later that year became a vice president and director of the Tribune Company; and

WHEREAS, Mr. Robert M. Hunt began his career at the *Chicago Tribune* in 1950 when he joined the advertising department as a classified salesman and over the next thirty-five years moved quickly through the ranks serving in a variety of

key positions; and

WHEREAS, Mr. Robert M. Hunt's career with the *Chicago Tribune* included stints in Detroit and New York as an advertising sales officer; and

WHEREAS, Mr. Robert M. Hunt was a prominent player in the consolidation of the *Chicago Tribune* and *Chicago Today* staffs in 1974; and

WHEREAS, Mr. Robert M. Hunt in 1984 became president and chief executive of the new Tribune National Marketing Company; and

WHEREAS, Mr. Robert M. Hunt retired from the Tribune Company in 1985 and served on the boards of trustees of the Robert R. McCormick Foundation and of Northwestern University; and

WHEREAS, Mr. Robert M. Hunt was a United States Army veteran stationed in occupied Japan serving in the Special Services Unit in 1946 and 1947; and

WHEREAS, Mr. Robert M. Hunt was born in Sault St. Marie, Michigan, attended Michigan State University and always proud of his Michigan roots, returned often to the Upper Peninsula; and

WHEREAS, Mr. Robert M. Hunt was the beloved husband of Sharon; father of daughters, Jennifer Peskorse and Susan; son, Robert; and stepsons, Kevin, Mark and Erik Vander Kolk; and grandfather of five grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby express our deepest sorrow at the passing of Mr. Robert M. Hunt 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. Robert M. Hunt.

TRIBUTE TO LATE MRS. JANET F. MILLER.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Janet F.

Miller to her eternal reward on the ninth day of December, nineteen hundred and ninety-seven A.D.; and

WHEREAS, Mrs. Janet F. Miller was a lifetime Chicago resident and a devoted administrative assistant to retired federal judge The Honorable Abraham Lincoln Maronitz for ten years; and

WHEREAS, Mrs. Janet F. Miller was the beloved wife of prominent Chicago attorney, the late Leo Miller; and

WHEREAS, Mrs. Janet F. Miller was the loving daughter of Elizabeth and the late Russell K. Kirk, the cherished sister of Nancy J. Wilson, Susan Sullivan, and the late Early J. Russell; and

WHEREAS, Mrs. Janet F. Miller was the loving aunt of Lora, Robert, Richard, Michael, Julia, Thomas, Patrick and the late Steven; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby express our deepest sorrow at the passing of Mrs. Janet F. Miller 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. Janet F. Miller.

TRIBUTE TO LATE MR. WILLIAM R. ZWECKER.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. William R. Zwecker to his eternal reward on the sixth day of December, nineteen hundred and ninety-seven, A.D.; and

WHEREAS, Mr. William R. Zwecker was an Austrian aristocrat and German-trained scientist who fought the rise of National Socialism in his native country and contributed to the paper industry in the United States; and

WHEREAS, Mr. William R. Zwecker, the son of the late Baron and Baroness Franz Josef Zwecker von Zuckenbourg, was born in Vienna in 1907 where his

family owned the Altesse Paper companies; and

WHEREAS, Mr. William R. Zwecker received his undergraduate degree from the Technical University of Vienna and doctorate in chemical engineering from Germany's University of Dresden; and

WHEREAS, Mr. William R. Zwecker was politically active in his youth, becoming an aide to Austrian Vice Chancellor Prince Clothilde von Stahremberg and was a key witness at the Nazi assassination trial of Austrian Chancellor Engelburt Dollfuss in 1934; and

WHEREAS, Mr. William R. Zwecker after the annexation of Austria by Germany in 1938 fled to the United States and became a citizen in 1946; and

WHEREAS, Mr. William R. Zwecker and other refugees tried to establish an Austrian government-in-exile and was deeply disappointed when the United States would not support their efforts; and

WHEREAS, Mr. William R. Zwecker, a cellulose chemist, became affiliated with a number of American paper companies that had been United States customers of his family operations; and

WHEREAS, Mr. William R. Zwecker was a lieutenant colonel in the United States Army working with the Office of Strategic Services intelligence unit and the Army's Quartermaster Corps; and

WHEREAS, Mr. William R. Zwecker made improvements in wartime aircraft insulation and is credited with developing the plastic liner for helmets used by the Army in World War II, for which he was honored by the United States Society of Military Engineers in 1950; and

WHEREAS, Mr. William R. Zwecker after the war established William R. Zwecker Consulting Engineers and Ultra Cellulose, Inc. in Chicago and in 1952 developed telescopic corrugated containers for oranges and grapefruit; and

WHEREAS, Mr. William R. Zwecker retired in 1971 and lectured on the rise of Adolph Hitler and National Socialism and returned to Sun City, Arizona in 1993; and

WHEREAS, Mr. William R. Zwecker was the beloved husband of Peg Zwecker, a former fashion editor and syndicated columnist for the *Chicago Daily News* and the *Chicago Sun-Times*; and

WHEREAS, Mr. William R. Zwecker was the father of *Chicago Sun-Times*

columnist and WMAQ-Channel 5 entertainment reporter, Bill Zwecker; and

WHEREAS, Mr. William R. Zwecker was the father of Baroness Hannah Kuhn von Soorow of Vienna, Austria; stepfather of Janet Cline; grandfather of seven grandchildren; and great-grandfather of fourteen great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby express our deepest sorrow at the passing of Mr. William R. Zwecker 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. William R. Zwecker.

*RECOGNITION EXTENDED TO PROFESSOR HADASSA DEGANI
FOR CONTRIBUTIONS TO DETECTION
OF BREAST CANCER.*

WHEREAS, Professor Hadassa Degani heads the Magnetic Resonance Facility at the Weizmann Institute of Science in Rehovot, Israel and is an internationally noted cancer researcher who has developed a stunning new technique to diagnose breast cancer without invasive biopsies; and

WHEREAS, Professor Hadassa Degani, whose research is devoted to conquering breast cancer, was one of the first people in the world to use nuclear magnetic resonance imaging and spectroscopy specifically to study breast cancer; and

WHEREAS, In 1998, clinical trials for her procedure are in the development stage at the University of Illinois, the University of Wisconsin, the University of Mainz (Germany) and Hadassah Hospital, Jerusalem; and

WHEREAS, Professor Hadassa Degani is visiting Chicago on February 9 and 10, 1998 prior to going to Madison, Wisconsin where such clinical trials of her research are currently scheduled; and

WHEREAS, The Magnetic Resonance Imaging (M.R.I.) method enables early detection of malignancies and can determine their aggressiveness and monitor the

progress of prescribed therapies; and

WHEREAS, Although this research focuses on breast tumors, the method also may help diagnose other tumors and any abnormalities and monitor treatment by detecting magnetic oscillations deep within tissues; and

WHEREAS, Professor Hadassa Degani is the lead author of a report appearing in *Nature Medicine* which details this existing new diagnostic tool in the world-wide fight against cancer; and

WHEREAS, Professor Hadassa Degani is a native of Tel Aviv, Israel, earning her Bachelor of Science degree in Chemistry from Hebrew University, her Master of Science degree from the Feinberg Graduate School of the Weizmann Institute of Science and her Ph.D. in Chemistry from the State University of New York, Stony Brook; and

WHEREAS, Professor Hadassa Degani joined the faculties of the University of Oxford, England, Yale University, the Fox Chase Cancer Center in Philadelphia and the School of Medicine of the University of Medicine in Philadelphia; and

WHEREAS, Professor Hadassa Degani was awarded the Woman of Distinction Award from Hadassah, the Women's Zionist Organization of America; and

WHEREAS, Professor Hadassa Degani was awarded the John F. Kennedy Award in 1969 and in 1978 the Yaroslavsky Award in Biophysics at the Weizmann Institute of Science; and

WHEREAS, Professor Hadassa Degani recently completed a sabbatical at the Institut Pasteur in Paris where she was engaged in initiating magnetic resonance experiments to study infectious diseases; and

WHEREAS, Professor Hadassa Degani has been widely praised for her seminal role in developing this hopeful new technique that can save patients the pain of more difficult and dangerous procedures; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby welcome Professor Hadassa Degani of the Weizmann Institute of Science in Rehovot, Israel to Chicago, Illinois and sincerely congratulate her on the promising studies she is spearheading to detect breast cancer; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Professor Hadassa Degani.

CONGRATULATIONS EXTENDED TO MR. IRV KUPCINET
ON FIFTY-FIFTH ANNIVERSARY
OF "KUP'S COLUMN" IN
CHICAGO SUN-TIMES.

WHEREAS, Irv Kupcinet, the legendary columnist who has helped put Chicago journalism on the map, is celebrating the fifty-fifth year of "Kup's Column" in the *Chicago Sun-Times* on January 16, 1998; and

WHEREAS, Irv Kupcinet began his column writing career in the *Chicago Sun-Times* in 1943 with "Kup's Column" after appearing in the *Chicago Daily News* from 1935 to 1943; and

WHEREAS, Irv Kupcinet is a Chicago original, born on the City's west side and graduating from Harrison High School; he then went to the University of North Dakota where he earned his journalism degree in 1934; and

WHEREAS, Irv Kupcinet's column is the most widely read in Chicago journalistic history and has always been positive, upbeat and constructive, the secret of its enduring success; and

WHEREAS, Irv Kupcinet is the only journalist in history who has been employed by the same newspaper organization for over fifty years, in this case fifty-five years; and

WHEREAS, Irv Kupcinet inaugurated "Kup's Show" in 1959 that ran twenty-seven years and which won sixteen Emmy Awards and the Peabody Award; he still broadcasts three times a week on the local CBS-TV Channel 2 news program, an extension of all the information that appears in his column in the *Chicago Sun-Times*; and

WHEREAS, Irv Kupcinet has been so esteemed by his readers, colleagues and residents of the City of Chicago that the Wabash Avenue Bridge was renamed the Irv Kupcinet Bridge in 1986; and

WHEREAS, Irv Kupcinet has received countless civic and professional awards throughout his long career, and has been a valued member of the Newspaper Guild, Tau Delta Phi, the National Press Club in Washington D.C., the Chicago Press Club; and

WHEREAS, Irv Kupcinet has personally been a great philanthropist, contributing to many charitable causes most especially his "Purple Heart

Cruise", the Variety Club of Chicago, the Northwest Home for the Aged, and the Weizmann Institute of Science; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby honor and congratulate Irv Kupcinec on the occasion of the fifty-fifth anniversary of "Kup's Column" in the *Chicago Sun-Times* and the celebration of this wonderful event on January 16, 1998; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Irv Kupcinec.

*CONGRATULATIONS EXTENDED TO MS. CINDY PRITZKER ON
RETIREMENT AS PRESIDENT OF CHICAGO PUBLIC LIBRARY.*

WHEREAS, Cindy Pritzker is retiring from the position of president of The Chicago Public Library where she has served in a distinguished and historic capacity since 1989; and

WHEREAS, Cindy Pritzker will remain on the Board of Directors of The Chicago Public Library, where she has served since 1984, and as president of The Chicago Public Library Foundation; and

WHEREAS, Cindy Pritzker founded The Chicago Public Library Foundation in 1987 and spearheaded an aggressive and successful endowment program that has raised over Eighteen Million Dollars to purchase books and foster programs at the seventy-nine locations of the library; and

WHEREAS, Cindy Pritzker is a member of the Women's Board at Northwestern University and a member of the Board of Directors at the Museum of Science and Industry; and

WHEREAS, Cindy Pritzker is a member of the Women's Board of the Lyric Opera of Chicago and a member of the Friends of Psychiatry Committee at Stanford University where she is active at its Department of Psychiatry and Behavioral Sciences; and

WHEREAS, Cindy Pritzker has served on the Medical Research Institute Council of Michael Reese Hospital, the Emergency Fund for Needy People, and the Board of Directors of the Art Institute of Chicago; and

WHEREAS, Cindy Pritzker was born in Chicago, graduated from Hyde Park High School and then attended Grinnell College and has served on the Board of Trustees for Grinnell College for two terms; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby express our gratitude to Cindy Pritzker for her devoted service to The Chicago Public Library where she served as president, and wish her the best of wishes upon her retirement from that position; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cindy Pritzker.

*CONGRATULATIONS EXTENDED TO FAIRMONT HOTEL
ON TENTH ANNIVERSARY IN CHICAGO.*

WHEREAS, The Fairmont Hotel, Chicago celebrated its tenth anniversary in December, 1998; and

WHEREAS, The Fairmont Hotel, founded in 1907 in San Francisco, was a welcomed addition to the luxurious class of hotels in Chicago in 1987; and

WHEREAS, The Fairmont Hotel is a real jewel among Chicago hotels with its luxury status and its numerous awards including AAA 4 Diamond, Mobil's 4 Star rating, *Conde Nast Travler* magazine's top hotel list, and *Meeting and Conventions* magazine's gold key award; and

WHEREAS, The Fairmont Hotel has contributed more than Five Hundred Million Dollars to Chicago's economy and is one of the City's largest hospitality industry employers; and

WHEREAS, The Fairmont Hotel has served its community very well and generously with the recent donation of more than two hundred beds to the city's homeless shelters, a gift valued at more than One Hundred Thirty Thousand Dollars, its support of many local charities and needy organizations; and

WHEREAS, The Fairmont Hotel has supported numerous city events including the Jazz Fest, the World Cup, the Democratic National Convention, the Auto Show and the Mayor's beautification programs; and

WHEREAS, Mr. Robert I. Small became the President and Chief Executive Officer of the Fairmont Management Company in 1991 becoming the first to serve in that capacity outside of the Swig family; and

WHEREAS, Mr. Robert I. Small was previously executive vice president of Walt Disney Resorts and from 1973 to 1985 was a key player of the Marriott Corporation management team rising to the rank of president; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby express our heartiest congratulations to the Fairmont Hotel, Chicago and its President and Chief Executive Officer Robert I. Small on the occasion of the hotel's tenth anniversary in this city; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Fairmont Hotel, Chicago and its President Mr. Robert I. Small.

CONGRATULATIONS EXTENDED TO SCHOLL
COLLEGE OF PODIATRIC MEDICINE
ON TENTH ANNIVERSARY OF
"SHARE YOUR SOLES"
PROGRAM.

WHEREAS, Scholl College of Podiatric Medicine in Chicago has conducted a nationally recognized shoe drive for the homeless called "Foot Care for the Homeless", since 1988; and

WHEREAS, In the ten years since the inception of this award winning program "Foot Care for the Homeless" has provided assistance to thousands of the City of Chicago's neediest men, women and children; and

WHEREAS, This program, now called "Share Your Soles", is jointly sponsored by Scholl College, Chicago's Society of Saint Vincent DePaul and the Illinois Podiatric Medical Association and has expanded beyond the homeless to provide shoes and boots for needy children; and

WHEREAS, Over the last ten years, Chicagoans have donated over two hundred thousand pairs of shoes and Scholl College has provided free foot care to over thirty thousand homeless men and women in shelters; and

WHEREAS, The Dr. William M. Scholl College of Podiatric Medicine, located at 1001 North Dearborn Street, Chicago, is one of only seven colleges of podiatric medicine in the United States offering a four-year graduate program based on the medical curriculum model, leading to a Doctor of Podiatric Medicine degree; and

WHEREAS, Scholl College's community outreach program includes "Share Your Soles" and an uninsured clinic has operated since 1988 and has received distinguished awards of achievement from the United States Secretary of Health and Human Services as well as the State of Illinois; and

WHEREAS, "Share Your Soles" celebrated its tenth anniversary on January 13, 1998 with a special reception at Scholl College presided over by the chairman of the board of the college Mr. Robert J. Ruiz; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January nineteen hundred and ninety-eight, A.D., do hereby express our heartiest congratulations on the occasion of the tenth anniversary of Scholl College of Podiatric Medicine's sponsorship of the "Share Your Shoes"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Scholl College of Podiatric Medicine.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN STONE (50th Ward):**

*CONGRATULATIONS EXTENDED TO MR. MICHAEL KOTZIN
ON RECEIPT OF 1998 HUMAN RELATIONS
AWARD FROM CHICAGO COMMISSION
ON HUMAN RELATIONS.*

WHEREAS, Mr. Michael Kotzin is being honored at the 53rd Annual Human Relations Awards luncheon, presented by the Chicago Commission on Human Relations, on January 29, 1998 at the Palmer House Hilton, Chicago; and

WHEREAS, Mr. Michael Kotzin is receiving the prestigious 1998 Human Relations Award, given to those who have made outstanding achievements in the human relations field; and

WHEREAS, Mr. Michael Kotzin has for more than two decades maintained a distinguished career as a human relations professional, beginning in 1979 when he joined the staff of the Anti-Defamation League of B'nai B'rith; and

WHEREAS, After serving in regional offices in Atlanta, Georgia and Columbus, Ohio, in 1983, Mr. Michael Kotzin returned to Chicago to assume the position of director of the Anti-Defamation League's Greater Chicago Regional Office; and

WHEREAS, In 1988, Mr. Michael Kotzin became director of the Jewish Community Relations Council of the Jewish United Fund of Metropolitan Chicago and continues to hold that position; and

WHEREAS, Mr. Michael Kotzin is also a senior vice president of the Jewish Federation/Jewish United Fund of Metropolitan Chicago; and

WHEREAS, As director of the Jewish Community Relations Council, Mr. Michael Kotzin is the executive of a body which is the community relations arm of the Jewish Federation/Jewish United Fund and an umbrella structure for thirty-nine Jewish organizations in the metropolitan area; and

WHEREAS, While implementing the agenda of this agency, Mr. Michael Kotzin represents the City of Chicago's Jewish community in a variety of human relations contexts and is often cited as a spokesman of the community on a range of policy matters; and

WHEREAS, Mr. Michael Kotzin is the chairman of the Catholic-Jewish Scholars Dialogue of Chicago, a member of the Cook County State's Attorney's Hate Crime Persecution Council and a member of the Multi-Cultural Advisory Committee on the Media of the Human Relations Foundations; and

WHEREAS, Mr. Michael Kotzin is a member of the Task Force on Media and the Coverage of Religion of the Council for a Parliament of the World's Religions, a member of Black-Jewish Dialogue of Chicago, a member of the Executive Committee of the National Polish American-Jewish American Council; and

WHEREAS, Mr. Michael Kotzin is a member of the Petach Tivka Committee of the Chicago Sister Cities International Program and a member of the Visiting Committee to the Divinity School of the University of Chicago; and

WHEREAS, Mr. Michael Kotzin is working with the State's Attorney's office, the Chicago Police Department and other entities to oppose hate crimes and their

threat to the safety and well-being of racial, religion and ethnic minorities; and

WHEREAS, Mr. Michael Kotzin has diligently worked to oppose anti-semitism and the rhetoric of those who circulate hate and divide the black and Jewish communities, by seeking to foster better understanding between both communities; and

WHEREAS, Mr. Michael Kotzin plays an active role in furthering positive Polish-Jewish and Lithuanian-Jewish relations, with significant activity centering around a visit to Poland and Lithuania with Senator Dick Durbin and members of the American-Lithuanian community in 1997; and

WHEREAS, Mr. Michael Kotzin, working closely with the Archdiocese and members of the City of Chicago's Roman Catholic community to create a model of intergroup relations, went to Israel in 1995 with a Catholic Jewish delegation lead by Cardinal Bernardin; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourteenth day of January, nineteen hundred and ninety-eight, A.D., do hereby express our heartiest congratulations to Mr. Michael Kotzin on the occasion of his receiving the 1998 Human Relations Award from the Chicago Commission on Human Relations; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Michael Kotzin.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

TRIBUTE TO LATE MR. NORMAN BARRY.

WHEREAS, God in his infinite wisdom and judgement has called to his eternal reward Norman Barry, whose famous voice filled Chicago airwaves for three decades beginning in the 1930s; and

WHEREAS, A radio and television pioneer who spent most of his career with the National Broadcasting Company, Norman Barry hosted for many years a fifteen minute morning news program on WMAQ which gained him fans

throughout the Chicago listening area. He was part of the development of radio news before World War II, and, some years later, a natural choice as a pioneer newscaster in the early days of television, on WNBQ-TV; and

WHEREAS, A native of St. Louis, Missouri, who was raised in Columbus, Ohio, Norman Barry moved to Chicago as a young adult. He served his country honorably during World War II as a United States Navy captain of PT 375, a boat stationed in the South Pacific, and re-joined NBC after the war; and

WHEREAS, In addition to his myriad of broadcasting assignments, Norman Barry was a charter member of the Chicago Press Club, a member of the Lawson Young Men's Christian Association board of directors and a commissioner in the City of Chicago Department of Urban Renewal. He retired from NBC in 1964 and later spent eight years as a free-lance broadcaster with WEFM-FM, a classical music station in Chicago; and

WHEREAS, Norman Barry was eighty-eight at the time of his death. He leaves to celebrate his considerable accomplishment his wife of forty-six years, Marjorie; other family members; and a host of friends and admirers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby express our sorrow on the death of Norman Barry, 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. Norman Barry.

CONGRATULATIONS EXTENDED TO HONORABLE JANET JAGAN
ON ELECTION AS PRESIDENT OF REPUBLIC
OF GUYANA.

WHEREAS, On December 19, 1997, The Honorable Janet Jagan, who earlier this year became Guyana's first woman prime minister and first vice president, was sworn in as Guyana's president, newly elected to replace her deceased husband, the popular Cheddi Jagan; and

WHEREAS, Janet Jagan was born in Chicago in 1920, attended the University of Detroit, Wayne University, Michigan State College and Cook County School of Nursing before her marriage to Cheddi Jagan, August 5, 1943. She moved with her husband to British Guiana and, in addition to raising two children, joined her husband in the struggle for freedom and equality against the domination of British colonialists. Among her many activities, she co-founded the Political Affairs Committee and edited the *P.A.C. Bulletin*; and

WHEREAS, Over the years, The Honorable Janet Jagan became a vital member of the People's Progressive Party and held many political, elective and appointed offices. A pioneer in women's rights, she was jailed for six months following the ouster of P.P.P. government by British colonialists in 1955, and restricted to Georgetown in 1957. That year she returned to the legislature to which she first had been elected in 1953, and served there, on and off, for many years. From 1973 to 1997 she was the outspoken editor of the *Mirror* newspaper, and in 1992, following Guyana's first free and fair elections, Cheddi Jagan became president and Janet Jagan was designated first lady of the Republic; and

WHEREAS, A vital, learned, progressive, and imaginative leader and writer, The Honorable Janet Jagan has authored a history of the ousted government as well as a book on rigged elections in Guyana, and four children's story books including *When Grandpa Cheddi was a Boy* and *Children's Stories of Guyana's Freedom Struggles*. She is recipient of Guyana's highest honor: Order of Excellence, Women of Achievement, by the University of Guyana, and this year received UNESCO's coveted Gold Medal for Peace, Democracy and Women's Rights; and

WHEREAS, Her election as President of Guyana crowns The Honorable Janet Jagan's long and distinguished struggle on behalf of Guyana and the exalted principles of freedom and equality; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby extend our heartiest congratulations to The Honorable Janet Jagan, the newly elected, Chicago-born president of Guyana, and extend to this outstanding leader our very best wishes for mounting successes in her new position; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to President Janet Jagan of Guyana.

*GRATITUDE EXTENDED TO MR. DAN BALDWIN FOR DEDICATED
SERVICE TO OLD TOWN TRIANGLE ASSOCIATION
AND LINCOLN PARK COMMUNITY.*

WHEREAS, The Old Town Triangle Association is a highly respected community organization representing one of Chicago's most historic and admired neighborhoods; and

WHEREAS, Dan Baldwin and his family have been active members and a leader in the Old Town neighborhood for many years; most notable is the last two years during which Dan Baldwin served as president of the Old Town Triangle Association and served as a director on the board of the Lincoln Park Conservation Association; and

WHEREAS, Under Dan Baldwin's leadership, the Old Town Triangle Association raised thousands of dollars from its widely-renowned Old Town Art Fair which were returned to the community through a number of projects and contributions to many schools and charitable organizations as well as operating the classes offered by the Old Town Triangle Association; and

WHEREAS, The Old Town Triangle Association has been well-served by Dan Baldwin's vigilant attention to development in the community, making sure the architectural integrity of the landmark Old Town historic district is protected and maintained; and

WHEREAS, As his tenure as president of the association ends, there are many lasting reminders of Dan Baldwin's involvement and leadership throughout the Old Town community, including the attractive playground and recreation area at the LaSalle Language Academy that is used by many in the neighborhood after Dan helped organize the community's efforts to assist the school in its improvements, and through Dan's leadership and the diligent work by community residents, a decades-old proposal is soon to be realized that will transform an old bus turnaround at Clark and Wisconsin Streets into a neighborhood plaza that will serve as an impressive gateway to the landmark Old Town community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998 A.D., do hereby honor and express our deepest appreciation for the vast accomplishment and dedicated service of Dan Baldwin to the community represented by the Old Town Triangle Association and to the Lincoln Park community of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared

and presented to Dan Baldwin.

*GRATITUDE EXTENDED TO MR. DONALD J. GESICKI
FOR DEDICATED SERVICE TO LINCOLN CENTRAL
ASSOCIATION AND LINCOLN PARK
COMMUNITY.*

WHEREAS, The Lincoln Central Association is a highly respected community organization representing one of Chicago's most admired neighborhoods in the Lincoln Park community; and

WHEREAS, Donald J. Gesicki has been a community activist and resident of Lincoln Park since 1972 and has been an active member and leader in the Lincoln Central Association for many years; and

WHEREAS, Most notable is Don Gesicki's leadership as president of the Lincoln Central Association and as a director on the board of the Lincoln Park Conservation Association where he developed his knowledge of issues facing the community; and

WHEREAS, Under Don Gesicki's leadership and through his participation on the Street Fair Committee, the Lincoln Central Association raised a great amount of money which was returned to the Lincoln Park community through a number of projects and contributions to many schools and charitable organizations; and

WHEREAS, The Lincoln Central Association was well-served by Don Gesicki's effective negotiations and active participation on Lincoln Central's liaison committee with Children's Memorial Hospital; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby honor and express our appreciation for the accomplishments and dedicated service of Donald J. Gesicki to the community represented by the Lincoln Central Association; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Gesicki.

*GRATITUDE EXTENDED TO MR. ERNEST R. KATZ FOR
DEDICATED CIVIC AND BUSINESS LEADERSHIP.*

WHEREAS, Ernest R. Katz admirably served our country during World War II in both the European and Pacific theaters; and

WHEREAS, He and his wife of fifty-six years have raised four sons who prolong their father's legacy of community service; and

WHEREAS, Mr. Katz served the Boy Scouts of America for over forty years, has been awarded the Silver Beaver, and will represent his district at the upcoming Boy Scouts of America World Conference; and

WHEREAS, His distinguished careers include managing a food factory, brokering commodities, brokering real estate, selling insurance, and directing all functions of the Belden Stratford Hotel before founding his own realty and investment corporation; and

WHEREAS, Mr. Katz has maintained his business office in the 43rd Ward of the City of Chicago for thirty-eight years with plans to continue his business here; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fourteenth day of January, 1998, do hereby congratulate Ernest R. Katz and pay honor and tribute to his civic and business leadership; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mr. Ernest R. Katz.

Presented By

ALDERMAN LEVAR (45th Ward):

*CONGRATULATIONS EXTENDED TO MR. GREG RIDGE
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, Greg Ridge, 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 Our Lady of Victory Boy Scout Troop 990, Greg Ridge has applied his energies and talents to upholding the great traditions of scouting; and

WHEREAS, Greg Ridge 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 fourteenth day of January, 1998, A.D.; do hereby offer our heartiest congratulations to Greg Ridge on having achieved the exalted rank of eagle scout and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Greg Ridge.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MRS. MARY ELIZABETH CASEY.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward, Mary Elizabeth Casey, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schuler; and

WHEREAS, Beloved wife of Augustine; devoted mother of William (Ann) O'Connell, Brenden (Jackie) O'Connell, Lili (Rob) McDonald, Kevin (Karen) O'Connell, Mary, Kathleen (Armando) Romo, Marty (Dee) and the late Rose Mary; proud grandmother of Kerry, Patrick, Brian, Barry, Casey, Heather, Theresa, Lenell, Sean, Michael, Patrick and Sarah; dear sister of Nora Finn of England and the late Birdie (Jim) Butler; and fond aunt of many; and

WHEREAS, To her family and friends, Mary Elizabeth Casey will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby commemorate Mary Elizabeth Casey for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mary Elizabeth Casey.

TRIBUTE TO LATE MRS. CHRISANTHY CATRANIS.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward, Chrisanthy Catranis beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, Beloved wife of the late Theodore Catranis; loving mother of Nicholas (Eleftheria) Catranis, Paula Athans and Penelope (Nicholas) Menegas; proud grandmother of Theodore N., George N. (Anna) and Chrisanthy Calliope Catranis, Constantina, Theodore (Dana) Athans, Constantine N. (Christa) and Kimon Peter N. Menegas; great grandmother of Alicia Denice and Caitlin Pauline Athans; dear sister of Kinakoula Lambrinos of Mistra, Greece; and fond cousin and aunt of many here and in Greece; and

WHEREAS, Emmigrated from Magoula, Sparta, Greece in 1927 to Allentown, Pennsylvania where she married Ted Catranis, a florist since 1924. Arrived here in Chicago in 1946 where they operated Catranis and Son Florists. Her love of flowers and gardening was evident in her many beautiful rose settings and grape arbours on her large home grounds; and

WHEREAS, Humanitarian and benefactor of Saint George Greek Orthodox Church of Chicago, Saint Athanasios Church of Magoula, Sparta, Greece and Saint Athanasios Greek Orthodox Chapel of Gulf Shores, Alabama; fifty-year member of Saint George Church, past president of the Educational Society of Saint George, member of Philoptohos Society Saint George, Daughters of Penelope "Danae Chapter 121", Senior Citizens "Young at Heart" group of Saint

Demetrios, Sparta Society of Chicago, past president of Laconia Misses and Ladies Benevolent Society, Pan Laconian National Society and Hellenic Women's Philanthropic Association "Soteria"; and

WHEREAS, To her family and friends, Chrisanthy Catranis will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby commemorate Chrisanthy Catranis for her many lifetime contributions and do hereby extend our sincere condolences to her family.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Chrisanthy Catranis.

TRIBUTE TO LATE MR. JOHN P. HAGGERTY.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward John P. Haggerty, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schulner; and

WHEREAS, Beloved husband of Gerry; loving father of Virginia, Jack, Jr. (Kathy), Colleen Crowley, Michael (Sheila), Nancy (Michael) O'Brien, Daniel (Deidre), Bill, Tom and Margaret (Scott) Banke; fond grandfather of twenty; great-grandfather of one; and dear brother of Mary Caffrey, Theresa Baker, Bill, Joe, Jerry, Tom and the late Dick, Alice DiFebo, Jim, Ellen Murphy and Nancy Murray; and

WHEREAS, To his family and friends, John P. Haggerty will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby commemorate John P. Haggerty for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John P. Haggerty.

TRIBUTE TO LATE MRS. MARY HIMOTO.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Mary Himoto, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, Beloved wife of Samuel T. Himoto; dear sister of Betty (James) Yamasaki and Tana (George) Marumoto; and fond aunt of many; and

WHEREAS, To her family and friends, Mary Himoto will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby commemorate Mary Himoto for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mary Himoto.

TRIBUTE TO LATE MRS. JANET F. MILLER.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Janet F. Miller, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, Beloved wife of the late Leo Miller; loving daughter of Elizabeth and the late Russel B. Kirk; cherished sister of Nancy (Earl C.) Wilson, Susan (Paul) Sullivan and the late Russell J. (Dorothy) Kirk; and dear aunt of Lora, Robert, Richard (Felicia), Michael, Julia, Thomas, Patrick and the late Steven; and

WHEREAS, To her family and friends, Janet F. Miller will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby commemorate Janet F. Miller for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Janet F. Miller.

TRIBUTE TO LATE MS. KAREN D. OTTO.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward, at the young age of forty-two, Karen D. Otto, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Gene Schulner; and

WHEREAS, Beloved daughter of Walter and Mildred Otto; fond sister of Patricia Otto, Ronald (Kathryn) Otto, Marion (Robert) Stefan, Ellen Ehlers and Michael Otto; loving niece and fun loving aunt and great-aunt; she also leaves her fond pets, Moo Shoo and Oliver; and

WHEREAS, To her family and friends, Karen D. Otto will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby commemorate Karen D. Otto for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Karen D. Otto.

TRIBUTE TO LATE RIGHT REVEREND MONSIGNOR JOHN S. QUINN.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Right Reverend Monsignor John S. Quinn, Pastor Emeritus of Saint Andrews Church, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Gene Schuler; and

WHEREAS, Loving son of Michael and Hannah (nee Walsh); devoted brother of Sister Mary Honore, R.S.M., Nona (the late Stan) Hoag and the late Margaret; and loving uncle of Carol (Vincent) O'Brien, John (Marie) Hoag, James Hoag and the late Michael Hoag; and

WHEREAS, To his family and friends, Right Reverend Monsignor John S. Quinn will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby commemorate Right Reverend Monsignor John S. Quinn for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Right Reverend Monsignor John S. Quinn.

Presented By

ALDERMAN M. SMITH (48th Ward):

**CONGRATULATIONS EXTENDED TO IMMANUEL EVANGELICAL
LUTHERAN CHURCH ON ONE HUNDRED
FORTY-FIFTH ANNIVERSARY.**

WHEREAS, Immanuel Evangelical Lutheran Church, now located at 1500 West Elmdale Avenue on Chicago's great north side, was founded by Swedish immigrants in 1853 and thus is celebrating its one hundred forty-fifth year as a lasting religious symbol in its grateful community; and

WHEREAS, Immanuel Evangelical Lutheran Church has a rich history equivalent to that of this great city; indeed, it has developed over one hundred forty-five years into a religious center reflective of its changing community, a center which has established programs for the very young and the very old, and for everyone in between; its caring ministry provides counseling and tutoring on many levels, and the church sponsors choirs, scout troops and many leisure and community-related activities; and the church building itself is uncommonly beautiful and inspiring; and

WHEREAS, Currently under the dynamic leadership of the Reverend Dr. Carl C. McKenzie, Immanuel Evangelical Lutheran Church has broadened its scope to embrace the Chinese Christian Lutheran Church for ten years, and today is also the home to Saint Elias Arabic Lutheran Church; and

WHEREAS, The leaders of this great city are fully cognizant of the nourishing, inspiring influence of Chicago's enduring religious institutions; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourteenth day of January, 1998, A.D., do hereby congratulate the Reverend Dr. Carl C. McKenzie, Pastor, and the congregation of Immanuel Evangelical Lutheran Church as this outstanding religious institution celebrates its one hundred forty-fifth anniversary year and we extend to them our fervent hope for many more years of prosperity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Immanuel Evangelical Lutheran Church.

Presented By

ALDERMAN STONE (50th Ward):

*CONGRATULATIONS EXTENDED TO MR. PATRICK MOLLOY ON
RETIREMENT FROM METROPOLITAN PIER
AND EXPOSITION AUTHORITY.*

WHEREAS, After twenty-eight years of dedicated and professional service, Patrick Molloy will retire from the Metropolitan Pier and Exposition Authority on January 30, 1998; and

WHEREAS, Patrick Molloy first was employed by the Authority as assistant chief engineer in the fall of 1970, just as the re-construction of the new McCormick Place was getting underway; and

WHEREAS, Patrick Molloy was promoted to chief engineer in 1972, a post which he held until 1981, at which time he was further elevated to the position of director of building operations; and

WHEREAS, Patrick Molloy was the Authority's director of building operations for the next eleven years, serving under a total of ten general managers and overseeing the completion of the McCormick Place complex expansion; and

WHEREAS, Patrick Molloy was appointed acting general manger in 1991, serving in that distinguished position for approximately one year, during which time he was intimately involved with the design, construction and opening of the south building; and

WHEREAS, At the time of his retirement, Patrick Molloy was the assistant general manager for the Authority, a position to which he was appointed in 1992; and

WHEREAS, In his twenty-eight years of service for the Metropolitan Pier and Exposition Authority, Patrick Molloy earned the respect and admiration of his many superiors and colleagues for his work on behalf of the Authority, especially for his contributions to the south building, which at two million five hundred thousand square feet of exhibition space and meeting rooms, is regard as the single largest convention facility in the world; and

WHEREAS, Patrick Molloy is a United States Army veteran, serving in the Construction Engineer Division for two years; and

WHEREAS, Patrick Molloy has held an Engineer's License for over forty years; and

WHEREAS, Throughout his career, Patrick Molloy has enjoyed the loving support of his wife, Patricia, and his five children, Michael, Sharon, John, Brian and Catherine; and

WHEREAS, The Metropolitan Pier and Exposition Authority will honor Patrick Molloy upon his retirement at a gala reception and dinner to be held on Saturday, January 24, 1998, in the south building, where his many colleagues and friends will gather in tribute to his twenty-eight years in the service of the Authority; now, therefore,

Be It Resolved, That we, the Mayor of the City of Chicago and the members of the Chicago City Council, do hereby extend to Patrick Molloy our heartiest congratulations on his retirement from the Metropolitan Pier and Exposition Authority, and offer him our best wishes for a prosperous and healthy future; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Patrick Molloy.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signals 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
SHAW (9 th Ward)	South Michigan Avenue, from 10832 to 10836 -- 9:00 A.M. to 9:00 P.M. -- daily;
MURPHY for BUCHANAN (10 th Ward)	East 91 st Street, at 3026 -- 3028, from a point 16 feet west of the sidewalk ramp to a point 21 feet west thereof (in lieu of Parking Meter Number 23267) 7:00 A.M. to 6:00 P.M. -- Monday through Saturday;
MUNOZ (22 nd Ward)	South Central Park Avenue (east side) from West 26 th Street to the first alley south thereof -- 6:30 A.M. to 1:00 P.M. -- Monday through Saturday;
CHANDLER (24 th Ward)	West Cermak Road, at 3050 -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
<i>SOLIS</i> (25 th Ward)	West 26 th Street, at 268 (alongside building on South Princeton Avenue) 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>OCASIO</i> (26 th Ward)	West Lyndale Street, at 2575 -- for a distance of 8 feet (1 diagonal parking space) at all times -- handicapped only -- no exceptions; North Milwaukee Avenue, at 2118 -- for a distance of 35 feet -- at all times -- daily -- no exceptions; North Milwaukee Avenue, at 2130 -- for a distance of 35 feet -- at all times -- daily -- no exceptions; West Nelson Street, at 2348 -- 2358, for a distance of 35 feet (4 diagonal parking spaces) 10:00 A.M. to 5:00 P.M. -- Monday through Saturday;
<i>BURNETT</i> (27 th Ward)	North Union Avenue, at 509 -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>WOJCIK</i> (30 th Ward)	West Diversey Avenue, at 5129 -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;

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NEW BUSINESS PRESENTED BY ALDERMEN 60575

Alderman

Location, Distance And Time

North Knox Avenue, at 3418
-- 8:00 A.M. to 5:00 P.M. --
Monday through Friday;

COLOM (35th Ward)

West Logan Boulevard, at
3137 -- 3139 -- 6:00 P.M. to
12:00 A.M. -- daily;

North Milwaukee Avenue, at
2523 -- 12:00 P.M. to 12:00
A.M. -- daily;

BANKS (36th Ward)

West Belmont Avenue, at
7049 -- at all times -- no
exceptions;

LAURINO (39th Ward)

North Elston Avenue, at
4949 -- 9:00 A.M. to 4:00
P.M. -- Monday through
Friday;

O'CONNOR (40th Ward)

West Wallen Avenue, at 1635
-- 10:00 A.M. to 6:00 P.M. --
Monday through Friday;

North Sheffield Avenue, at
3002 -- 11:00 A.M. to 8:00
P.M. -- daily -- 15 minute
standing zone -- unattended
vehicles must have lights
flashing;

NATARUS (42nd Ward)

North Clark Street, at 950 --
at all times -- daily;

West Illinois Street, at 56 --
at all times -- daily;

Alderman

Location, Distance And Time

North Rush Street, at 712 --
714 --8:00 A.M. to 9:00 P.M.
-- daily;

North Wells Street, at 744 --
746 -- at all times -- daily.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 3959 NORTH BROADWAY.

Alderman Moore for Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established loading zones on portions of sprcified public ways by striking the words: "North Broadway, at 3959", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTION ON PORTION OF SOUTH
LOWE AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on a portion of South Lowe Avenue, from West 67th to West 63rd, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTION ON PORTION OF WEST
WELLINGTON AVENUE.

Alderman Suarez (31st Ward) and Alderman Wojcik (30th Ward) presented a

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NEW BUSINESS PRESENTED BY ALDERMEN 60577

proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on a portion of West Wellington Avenue, from North Cicero Avenue to North Lamon Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH
ESTABLISHED ONE-WAY RESTRICTION
IN ALLEY SERVING 5900 BLOCK OF
SOUTH KOLMAR AVENUE.

Alderman Olivo (13th Ward) presented a proposed order to repeal an ordinance passed by the City Council on November 12, 1997 (Journal of the Proceedings of the City Council, page 56871) which restricted the flow of traffic to a northerly direction in the first north/south alley west of South Kolmar Avenue, from West 59th Street to West 60th Street -- northerly, 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
SOLIS (25 th Ward)	West Cermak Road, at 208 -- 15 minute standing zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman

Location, Distance And Time

West 23rd Street, at 209 -- 15 minute standing zone -- vehicle must have lights flashing -- 10:00 A.M. to 10:00 P.M. -- no exceptions;

GABINSKI (32nd Ward)

North Ashland Avenue, at 3722 -- 15 minute standing zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;

North Lincoln Avenue (west side) from a point 102 feet south of West Wellington Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- 11:00 P.M. to 1:00 A.M. -- daily.

Referred -- AMENDMENT OF HOURS OF OPERATION
FOR PARKING METERS IN PARKING
METER AREA 351.

Alderman Natarus (42nd Ward) presented a proposed order directing the Commissioner of Transportation and the Director of Revenue to amend the hours during which parking meters will remain in operation in Parking Meter Area 351 from the current time limit of 8:00 A.M. to 9:00 P.M. to a new time limit of 8:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60579

*Referred -- ESTABLISHMENT OF NINETY MINUTE PARKING
LIMIT IN 3100 BLOCK OF NORTH LUNA AVENUE.*

Alderman Wojcik (30th Ward) presented a proposed order directing the Commissioner of the Department of Transportation to authorize the establishment of a 90 minute parking limit on both sides of the 3100 block of North Luna Avenue, from West Belmont Avenue to the first alley entrance, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- ESTABLISHMENT OF FIFTEEN MINUTE STANDING
ZONE/TOW-AWAY ZONES AT SPECIFIED LOCATIONS.*

Alderman Natarus (42nd Ward) presented five proposed ordinances to establish 15 minute standing zones/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:

East Chestnut Street, at 111 -- at all times -- daily;

West Jackson Boulevard, at 728 -- at all times -- daily;

North Michigan Avenue, at 730 (along Rush Street side of building) -- at all times -- daily;

North State Street, at 715 -- 4:00 P.M. to 7:30 P.M. -- Tuesday through Friday;
9:00 A.M. to 5:30 P.M. -- Saturday; and

North State Street (west side) from West Maple Street to West Bellevue Place --
at all times -- daily.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows;

Alderman	Location And Distance
GRANATO (1 st Ward)	North Marshfield Avenue, at 1087 (except for handicapped); West Superior Street, at 1941 (except for handicapped);
HAITHCOCK (2 nd Ward)	South Dr. Martin Luther King, Jr. Drive (west side) at 3232, for a distance of 40 feet; South Oakley Boulevard, at 708 (except for handicapped);
PRECKWINKLE (4 th Ward)	South Ellis Avenue, at 4114 (except for handicapped):
HOLT (5 th Ward)	South Bennett Avenue, at 7131 (except for handicapped);

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NEW BUSINESS PRESENTED BY ALDERMEN 60581

Alderman

Location And Distance

South Chappell Avenue, at
6829 (except for
handicapped);

South Evans Avenue, at
8240 (except for
handicapped);

South Hyde Park Boulevard,
at 5435 (except for
handicapped);

South Kimbark Avenue, at
7325 (except for
handicapped);

South Rhodes Avenue, at
7253 (except for
handicapped);

East 70th Place, at 2222
(except for handicapped);

BEAVERS (7th Ward)

South Colfax Avenue, at
7831 -- 7833 (except for
handicapped);

East 76th Street, at 2710
(except for handicapped);

DIXON (8th Ward)

South Constance Avenue, at
9230 (except for
handicapped);

South Maryland Avenue, at
8136 (except for
handicapped);

Alderman	Location And Distance
	East 83 rd Street, at 1633 (except for handicapped);
<i>SHAW</i> (9 th Ward)	South Forest Avenue, 10822 (except for handicapped);
	South Perry Avenue, at 9900 (except for handicapped);
	South Indiana Avenue, at 10011 (except for handicapped);
	South Prairie Avenue, at 10242 (except for handicapped);
<i>MURPHY</i> for <i>BUCHANAN</i> (10 th Ward)	South Avenue L, at 10320 (except for handicapped);
	South Avenue M, at 10227 (except for handicapped);
	South Hoxie Avenue, at 10839 (except for handicapped);
<i>BALCER</i> (11 th Ward)	South May Street, at 3236 (except for handicapped);
	South Union Avenue, at 3223 (except for handicapped);
	South Wood Street, at 3714 (except for handicapped);

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NEW BUSINESS PRESENTED BY ALDERMEN 60583

Alderman	Location And Distance
<i>OLIVO</i> (13 th Ward)	South Ridgeway Avenue, at 7131 (except for handicapped);
<i>BURKE</i> (14 th Ward)	South Francisco Avenue, at 4056 (except for handicapped); South Homan Avenue, at 4608 (except for handicapped); South Whipple Street (west side) from West 47 th Street to West 48 th Street -- no exceptions; West 54 th Street, at 3114 (except for handicapped);
<i>JONES</i> (15 th Ward)	South Honore Street, at 5631 (except for handicapped); South Talman Avenue, at 6526 (except for handicapped); West 71 st Street, at 2315 (except for handicapped);
<i>COLEMAN</i> (16 th Ward)	South Hoyne Avenue, at 5634 (except for handicapped); South Sangamon Avenue at 5719 (except for handicapped);

Alderman	Location And Distance
<i>PETERSON</i> (17 th Ward)	West 71 st Place, at 1324 (except for handicapped); West 72 nd Street, at 1516 (except for handicapped); West 77 th Street, at 1228 (except for handicapped);
<i>MURPHY</i> (18 th Ward)	South Bishop Street, at 8039 (except for handicapped); South Carpenter Street, at 8336 (except for handicapped); South Hermitage Avenue, at 8217 (except for handicapped); South Marshfield Avenue, at 8543 (except for handicapped); South Paulina Street, at 8116 (except for handicapped); South Throop Street, at 8015 (except for handicapped); West 82 nd Street, at 2808 (except for handicapped);

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NEW BUSINESS PRESENTED BY ALDERMEN 60585

Alderman	Location And Distance
<i>TROUTMAN</i> (20 th Ward)	South Indiana Avenue, at 5353 (except for handicapped)
<i>MUNOZ</i> (22 nd Ward)	South Drake Avenue, at 2238 (except for handicapped); South Millard Avenue, at 2213 (except for handicapped);
<i>ZALEWSKI</i> (23 rd Ward)	South McVicker Avenue, at 5822 (except for handicapped);
<i>SOLIS</i> (25 th Ward)	South Ashland Avenue, at 2545, between the driveway and the entrance to the building -- no exceptions; West Cermak Road, at 1748 (except for handicapped); West Cullerton Street, at 1347 (except for handicapped); West Cullerton Street, at 1749 (except for handicapped); West Cullerton Street, at 2311 (except for handicapped); West 17 th Street, at 1130 (except for handicapped);

Alderman	Location And Distance
	West 17 th Street, at 1145 (except for handicapped);
	West 22 nd Place, at 2108 (except for handicapped);
<i>OCASIO</i> (26 th Ward)	North Artesian Avenue, at 2439 (except for handicapped);
	West Pierce Avenue, at 3434 (except for handicapped);
<i>BURNETT</i> (27 th Ward)	West Erie Street, at 2054 (except for handicapped);
<i>E. SMITH</i> (28 th Ward)	West Flournoy Street, at 2938 (except for handicapped);
	North Harding Avenue, at 511 (except for handicapped);
	West Monroe Street, at 3914 (except for handicapped);
<i>BURRELL</i> (29 th Ward)	North Mason Avenue, at 1638 (except for handicapped);
<i>SUAREZ</i> (31 st Ward)	North Kolmar Avenue, at 3057 (except for handicapped);

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NEW BUSINESS PRESENTED BY ALDERMEN 60587

Alderman

Location And Distance

North Lockwood Avenue, at
2107 (except for
handicapped);

North Lowell Avenue, at
1806 (except for
handicapped);

GABINSKI (32nd Ward)

North Greenview Avenue
(east side) from a point 202
feet south of West Diversey
Avenue, to a point 15 feet
south thereof (tow-away
zone) no exceptions;

North Greenview Avenue
(east side) from a point 500
feet south of West Diversey
Avenue, to a point 10 feet
south thereof (tow-away
zone);

North Hoyne Avenue, at 907
(except for handicapped);

North Southport Avenue
(west side) from a point 110
feet north of West Schubert
Avenue, to a point 15 feet
north thereof (tow-away
zone);

North Southport Avenue
(west side) from a point 103
feet north of West Schubert
Avenue, to a point 10 feet
north thereof (tow-away
zone);

Alderman	Location And Distance
	West St. Paul Avenue (north side) from a point 90 feet west of North Damen Avenue, to a point 35 feet west thereof (tow-away zone);
	West Wellington Avenue, at 1516 (except for handicapped);
<i>BANKS</i> for <i>MELL</i> (33 rd Ward)	West Sunnyside Avenue, at 3212½ (except for handicapped);
<i>AUSTIN</i> (34 th Ward)	South Laflin Street, at 11314 (except for handicapped);
	South Sangamon Street, at 11740 (except for handicapped);
	West 117 th Street, at 724 (except for handicapped);
<i>COLOM</i> (35 th Ward)	North Bernard Street, at 3105 (except for handicapped);
	West McLean Avenue, at 3564 (except for handicapped);
	North Woodard Street, at 2840 (except for handicapped);

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NEW BUSINESS PRESENTED BY ALDERMEN 60589

Alderman	Location And Distance
<i>BANKS</i> (36 th Ward)	North Newland Avenue, at 2317 (except for handicapped);
	North Narragansett Avenue, at 3041 (except for handicapped);
	North Sayre Avenue, at 2719 (except for handicapped);
	North Sayre Avenue, at 2820 (except for handicapped);
	North Sayre Avenue, at 3622 (except for handicapped);
<i>GILES</i> (37 th Ward)	North Latrobe Avenue, at 737 (except for handicapped);
	North Latrobe Avenue, at 749 (except for handicapped);
	North Lawler Avenue, at 1122 (except for handicapped);
	North Linder Avenue, at 1641 (except for handicapped);
	North Lorel Avenue, at 1031 (except for handicapped);
<i>ALLEN</i> (38 th Ward)	North Marmora Avenue, at 4118 (except for handicapped);

Alderman	Location And Distance
	West Warner Avenue, at 5252 (except for handicapped);
<i>LAURINO</i> (39 th Ward)	North Kentucky Avenue, at 4950 (except for handicapped); North Pulaski Road (east side) from West Granville Avenue to the first driveway south thereof -- no exception (tow-away zone); North Tripp Avenue, at 5148 (except for handicapped) West Windsor Avenue, at 3734 (except for handicapped);
<i>HANSEN</i> (44 th Ward)	North Clifton Avenue, at 3050 (except for handicapped); North Pine Grove Avenue, at 2834 -- 2838 (alongside Chicago Housing Authority senior citizen residency at 501 West Surf Street) 2 spaces (except for handicapped); North Southport Avenue, at 3349 (except for handicapped);

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NEW BUSINESS PRESENTED BY ALDERMEN 60591

Alderman	Location And Distance
<i>LEVAR</i> (45 th Ward)	North Austin Avenue, at 4971 (except for handicapped); West Leland Avenue, at 5836 (except for handicapped); North Monitor Avenue, at 4317 (except for handicapped);
<i>MOORE</i> for <i>SHILLER</i> (46 th Ward)	West Bittersweet Place, at 649, for a distance of 25 feet (except for handicapped); West Lawrence Avenue, at 1020, for a distance of 25 feet (except for handicapped);
<i>SCHULTER</i> (47 th Ward)	North Leavitt Street, at 5036 (except for handicapped);
<i>MOORE</i> (49 th Ward)	West Columbia Avenue, at 1063 (except for handicapped); West Pratt Boulevard, at 1430 (except for handicapped);

Alderman	Location And Distance
STONE (50 th Ward)	North Claremont Avenue, at 6249 (except for handicapped); North Fairfield Avenue, at 6141 (except for handicapped);

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4827 WEST ADDISON 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 Addison Street, at 4827 (Handicapped Parking Permit 14549)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1449 NORTH AVERS 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 Avers Avenue, at 1449 (Handicapped Parking Permit 8726)", which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60593

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8411 WEST BRYN MAWR AVENUE.

Alderman Doherty (41st 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 Bryn Mawr Avenue, at 8411 (Handicapped Parking Permit 7037)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7951 SOUTH DANTE AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Dante Avenue, at 7951 (Handicapped Parking Permit 13307)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
477 WEST DEMING PLACE.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Deming Place, at 477 (Handicapped Parking Permit D-50641)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7112 SOUTH EBERHART AVENUE.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Eberhart Avenue, at 7112 (Handicapped Parking Permit 8939)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1349 WEST ESTES AVENUE.

Alderman Moore (49th 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 Estes Avenue, at 1349 (Handicapped Parking Permit 12030)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4523 SOUTH FAIRFIELD AVENUE.

Alderman Balcer (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 Fairfield Avenue, at 4523 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60595

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7131 SOUTH HAMLIN 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 Hamlin Avenue, at 7131 (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
1833 WEST IOWA STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Iowa Street, at 1833 (Handicapped Parking Permit 5307)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5749 NORTH JERSEY AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Jersey Avenue, at 5749 (Handicapped Parking Permit 17)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4743 SOUTH KEATING 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 Keating Avenue, at 4743 (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
3604 NORTH KEELER 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 Keeler Avenue, at 3604 (Handicapped Parking Permit 11441)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4872 NORTH KILPATRICK AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kilpatrick Avenue, at 4872 (Handicapped Parking Permit 13278)", which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60597

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2227 NORTH LAVERGNE 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 Lavergne Avenue, at 2227 (Handicapped Parking Permit 8243)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3333 NORTH LEAVITT STREET.

Alderman Gabinski (32nd 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 Leavitt Street, at 3333 (Handicapped Parking Permit 3757)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6039 SOUTH MAYFIELD 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 Mayfield Avenue, at 6039 (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
4047 WEST MELROSE 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 Melrose Avenue, at 4047 (Handicapped Parking Permit 14558)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2439 WEST MOFFAT STREET.

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: "West Moffat Street, at 2439 (Handicapped Parking Permit 5)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2624 WEST MONITOR 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 Monitor Avenue, at 2624 (Handicapped Parking Permit 6453)", which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60599

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2053 NORTH MOZART 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 Mozart Street, at 2053 (Handicapped Parking Permit 12420)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6348 SOUTH RICHMOND STREET.

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 Richmond Street, at 6348 (Handicapped Parking Permit 15297)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5410 SOUTH RUTHERFORD 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 Rutherford Avenue, at 5410 (Handicapped Parking Permit 10633)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2173 NORTH TALMAN 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: "West Talman Avenue, at 2173 (Handicapped Parking Permit 13356)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2447 NORTH TALMAN 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 Talman Avenue, at 2447 (Handicapped Parking Permit 5310)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3646 SOUTH UNION AVENUE.

Alderman Balcer (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 Union Avenue, at 3646 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60601

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5246 WEST WARNER AVENUE.

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 Warner Avenue, at 5246 (Handicapped Parking Permit 8926)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4919 WEST WASHINGTON BOULEVARD.

Alderman E. Smith (28th 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 Washington Boulevard, at 4919 (Handicapped Parking Permit 9588)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5041 WEST WRIGHTWOOD 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 Wrightwood Avenue, at 5041 (Handicapped Parking Permit 12792)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
810 EAST 41ST STREET.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 41st Street, at 810 (Handicapped Parking Permit 1447)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1615 -- 1617 WEST 81ST 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 81st Street, at 1615 -- 1617 (Handicapped Parking Permit 12125)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
557 EAST 87TH STREET.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 87th Street, at 557 (Handicapped Parking Permit 7934)", which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60603

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
635 EAST 90TH PLACE.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 90th Place, at 635 (Handicapped Parking Permit 1547)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 7148 SOUTH CALIFORNIA AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 2835 West Jackson Boulevard to a new location at 7148 South California Avenue (Handicapped Parking Permit 4822), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 6148 NORTH MOODY AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 2447 North Talman Avenue to a new location at 6148 North Moody Avenue (Handicapped Parking Permit 5310), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING PROHIBITION
AT 3255 SOUTH SPRINGFIELD AVENUE.

Alderman Munoz (22nd Ward) presented a proposed ordinance for the removal of a parking prohibition, in effect at all times, at 3255 South Springfield Avenue, 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
HAITHCOCK (2 nd Ward)	South Calumet Avenue (east side) at 3225, for a distance of 40 feet -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

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NEW BUSINESS PRESENTED BY ALDERMEN 60605

Alderman	Location And Distance
<i>BURKE</i> (14 th Ward)	West 55 th Street, at 2740 -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday and 9:00 A.M. to 1:00 P.M. -- Saturday;
<i>GABINSKI</i> (32 nd Ward)	North Clybourn Avenue (west side) from a point 80 feet south of West Fullerton Avenue, to a point 25 feet south thereof -- 10:00 A.M. to 12:00 Midnight -- daily;
	North Paulina Avenue (east side) from a point 235 feet south to West Diversey Avenue to a point 150 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	North Damen Avenue, from a point 20 feet north of West Charleston Street, to a point 25 feet north thereof -- 9:00 A.M. to 12:00 Midnight -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST IOWA STREET.

Alderman Giles (37th 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 Iowa Street (both sides) in the 4300 block -- 1 hour parking -- 8:00 A.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST WALTON STREET.

Alderman Giles (37th 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 Walton Street (both sides) in the 4300 block -- 1 hour parking -- 8:00 A.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED
HOURS ON PORTION OF WEST
FOSTER AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to repeal a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Foster Avenue (south side) from North Central Park Avenue to North Kimball Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday" and "West Foster Avenue (north side) from North Central Avenue to North Drake Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. --

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NEW BUSINESS PRESENTED BY ALDERMEN 60607

Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF OVERNIGHT PARKING ON
PORTION OF SOUTH FAIRFIELD AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to prohibit the overnight parking of vehicles on both sides of South Fairfield Avenue, from West 47th Street to West 48th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
INDUSTRIAL PERMIT PARKING AT
SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and proposed orders directing the Commissioner of Transportation to give consideration to the establishment of industrial permit parking at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
OCASIO (26 th Ward)	West Armitage Avenue, at 2514 -- 2528;
NATARUS (42 nd Ward)	South Desplaines Street (east side) from West Polk Street to the first driveway north thereof -- at all times -- tow-away zone;

Alderman

Location

West Marble Place, from the northwest corner of South State Street to a point 115 feet west thereof, then 24 feet north thereof (excluding all fire escape egresses) at all times -- tow-away zone.

Referred -- ESTABLISHMENT OF POLICE PERSONNEL
PERMIT PARKING ON PORTION OF EAST
NORTH WATER STREET.

Alderman Natarus (42nd Ward) presented a proposed order directing the Department of Transportation and the Director of Revenue to authorize the establishment of police personnel permit parking on the south side of East North Water Street, from North McClurg Court to the furthest point east thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
RESIDENTIAL PERMIT PARKING ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the establishment of 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:

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NEW BUSINESS PRESENTED BY ALDERMEN 60609

Alderman	Location, Distance And Time
<i>DIXON</i> (8 th Ward)	South Crandon Avenue (east side) in the 8000 block -- at all times -- daily;
<i>ZALEWSKI</i> (23 rd Ward)	West 64 th Street (alongside 6658) from West 64 th Street to the first alley south thereof -- at all times;
<i>SOLIS</i> (25 th Ward)	South Hamilton Avenue (both sides) in the 1700 block -- at all times; South Leavitt Street (both sides) in the 800 and 900 blocks -- at all times -- daily; South Seeley Avenue (both sides) in the 2300 block -- at all times;
<i>BURRELL</i> (29 th Ward)	North Mason Avenue (both sides) from West Washington Boulevard to West West End Avenue -- 6:00 P.M. to 6:00 A.M. -- daily;
<i>WOJCIK</i> (30 th Ward)	North Hamlin Avenue (both sides) in the 3500 block, from West Cornelia Avenue to West Eddy Street -- at all times;
<i>DOHERTY</i> (41 st Ward)	West Catalpa Avenue (north side) from 8400 to 8432 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday.

-- Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE ON PORTION OF
NORTH SAUGANASH AVENUE.

Alderman Laurino (39th Ward) presented a proposed order to give consideration to the extension of Residential Permit Parking Zone Number 172 to include the east side of North Sauganash Avenue, from North Tripp Avenue to North Kildare Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE 40.

Alderman Haithcock (2nd Ward) presented a proposed order to give consideration to the extension of Residential Permit Parking Zone Number 40 to include South LaSalle Street (both sides) from West Polk Street to West Stowell Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF
WEST 52ND STREET.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West 52nd Street (south side) from South Avers Avenue to the first alley west thereof (alongside 5200 South Avers Avenue) at all times" and inserting in lieu thereof: "West 52nd Street (south side) from South Avers Avenue to the first alley west thereof (alongside 5200 South Avers Avenue) 8:30 A.M. to 4:30 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60611

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST CHESTNUT STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established Residential Permit Parking Zone 350 by including the south side of West Chestnut Street, from North Clark Street to the first alley west thereof, to be in effect at all times, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF RESIDENTIAL PERMIT PARKING
ZONE 438 IN 1400 BLOCK OF SOUTH
KOSTNER AVENUE.

Alderman Chandler (24th Ward) presented a proposed order directing the Department of Revenue, Bureau of Parking Management, to cause the removal of Residential Permit Parking Zone 438 located in the 1400 block of South Kostner Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF RESIDENTIAL PERMIT PARKING
ZONE 404 IN 1200 BLOCK OF SOUTH
LAWNDALE AVENUE.

Alderman Chandler (24th Ward) presented a proposed order directing the Department of Revenue, Bureau of Parking Management, to cause the removal of Residential Permit Parking Zone 404 located in the 1200 block of South Lawndale Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL PARKING
ON PORTIONS OF WEST CORTLAND STREET
AND NORTH NARRAGANSETT AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to designate a service drive and permit diagonal parking at 1900 North Narragansett Avenue, and located, alongside of West Cortland Street, from the northwest corner to the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PERMISSION GRANTED FOR ESTABLISHMENT OF
DIAGONAL PARKING AT 3128 -- 3160 WEST 30TH STREET.

Alderman Frias (12th Ward) presented a proposed order directing the Commissioner of Transportation to grant permission for the establishment of diagonal parking on West 30th Street, from 3128 -- 3160, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENSION OF CORNER CLEARANCE AT WEST BERWYN
AVENUE AND NORTH KIMBALL AVENUE.

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Transportation to extend a corner clearance by ten feet on the southwest corner of West Berwyn Avenue and North Kimball Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60613

Referred -- AMENDMENT OF SPEED LIMITATION ON
PORTION OF NORTH KOSTNER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend the speed limitation on portions of specified public ways by striking the words: "North Kostner Avenue, from West Diversey Avenue to West Belmont Avenue -- 30 miles per hour" and inserting in lieu thereof: "North Kostner Avenue, from West Diversey Avenue to West Belmont Avenue -- 25 miles per hour", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TRAFFIC LANE TOW-AWAY ZONE ON PORTION OF
NORTH LAKE SHORE DRIVE.

Alderman Moore for Alderman Shiller (46th Ward) presented a proposed ordinance to amend a previously passed ordinance which established traffic lane tow-away zones on portions of specified public ways by striking the words: "North Lake Shore Drive (local/west side) from a point 120 feet south of West Brompton Place, to a point 40 feet south thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes" and inserting in lieu thereof: "North Lake Shore Drive (local/west side) from a point 120 feet south of West Brompton Place, to a point 40 feet south thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- except during the hours of 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR ERECTION OF TRAFFIC WARNING
SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the erection of traffic warning signs on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>PRECKWINKLE</i> (4 th Ward)	East 48 th Street and South Champlain Avenue -- "Four-Way Stop";
<i>HOLT</i> (5 th Ward)	East 57 th Street, at South Harper Avenue -- "Stop";
6 th Ward	East 79 th Street, at South Eberhart Avenue -- "Stop";
<i>DIXON</i> (8 th Ward)	South Yates Avenue and East 80 th Street -- "Two-Way Stop"; South Yates Avenue and East 81 st Street -- "Two-Way Stop"; South Yates Avenue, at East 82 nd Street -- "Two-Way Stop";
<i>MURPHY for BUCHANAN</i> (10 th Ward);	South Buffalo Avenue, at East 92 nd Street -- "Stop";

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NEW BUSINESS PRESENTED BY ALDERMEN 60615

Alderman	Location And Type Of Sign
<i>JONES</i> (15 th Ward)	West 70 th Street and South Fairfield Avenue -- "Stop"; West 73 rd Street and South Albany Avenue -- "Stop";
<i>COLEMAN</i> (16 th Ward)	West 58 th Street, at South Justine Street -- "Stop";
<i>PETERSON</i> (17 th Ward)	West 78 th Street, at South Laflin Street -- "Stop";
<i>TROUTMAN</i> (20 th Ward)	South Greenwood Avenue, at East 62 nd Street -- "Stop";
<i>DE VILLE</i> (21 st Ward)	South Carpenter Street, at West 91 st Street -- "Stop";
<i>SOLIS</i> (25 th Ward)	South Princeton Avenue, at West 24 th Street -- "Stop". South Western Avenue and West 23 rd Place -- "Four-Way Stop"; West 24 th Street, at South Stewart Avenue -- "Stop";
<i>OCASIO</i> (26 th Ward)	West Cortland Street and North Kimball Avenue -- "Four-Way Stop";

Alderman

Location And Type Of Sign

East/west alley south of West Cortland Street, at the cross alley between North St. Louis Avenue and North Drake Avenue -- "No Outlet";

North Leavitt Street, at the service drive located at 2808 -- "No Parking";

North Western Avenue and West Hirsch Street -- "No Turn On Red";

BURNETT (27th Ward)

North Central Park Avenue and West Potomac Avenue -- "Two-Way Stop";

West Locust Street and North Orleans Street -- "Two-Way Stop";

E. SMITH (28th Ward)

West Madison Street, at South Kilpatrick Avenue -- "Stop";

South Sacramento Boulevard, at West Polk Street -- "Stop";

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NEW BUSINESS PRESENTED BY ALDERMEN 60617

Alderman	Location And Type Of Sign
<i>WOJCIK</i> (30 th Ward)	West Barry Avenue and North Linder Avenue -- "Stop"; North Monitor Avenue, at West Barry Avenue -- "Stop";
<i>MELL</i> (33 rd Ward)	North California Avenue, at West Henderson Street -- "No Left Turn -- 4:00 P.M. To 6:00 P.M."; North Elston Avenue, at West Henderson Street -- "No Left Turn -- 7:00 A.M. To 9:00 A.M.";
<i>BANKS</i> (36 th Ward)	West Roscoe Street, at North Overhill Avenue -- "Stop";
<i>O'CONNOR</i> (40 th Ward)	West Bryn Mawr Avenue at North Mozart Street -- "No Left Turn -- 8:30 A.M. To 9:30 A.M. And 2:30 P.M. To 3:30 P.M.";
<i>SCHULTER</i> (47 th Ward)	North Western Avenue, at 3700, facing West Waveland Avenue, between North Artesian Avenue and North Western Avenue -- "Left Turn Only".

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ESTABLISHMENT OF BUS STAND AND ERECTION
OF APPROPRIATE SIGNAGE ON PORTION
OF WEST CERMAK ROAD.

Alderman Munoz (22nd Ward) presented a proposed ordinance which would amend an ordinance passed by the City Council on December 18, 1963 (Journal of the Proceedings of the City Council, page 2045) which authorized the establishment of a bus stand and provided for the erection of appropriate signage on portions of specified public ways by striking the words: "West Cermak Road (south curb) from the west curb line of the first alley west of the west property line of South Pulaski Road, to a point 125 feet west thereof -- No Parking Bus Stand" and inserting in lieu thereof: "West Cermak Road (south curb) from the west curb line of the first alley west of the west property line of South Pulaski Road, to a point 125 feet west thereof -- No Parking Bus Stand -- 6:00 A.M. to 6:30 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR REMOVAL OF "DO NOT
ENTER" SIGNS AT INTERSECTION OF WEST
LE MOYNE DRIVE AND NORTH
CALIFORNIA AVENUE.

Alderman Ocasio (26th Ward) presented a proposed order to authorize the Commissioner of Transportation to cause the removal of "Do Not Enter" signs at West LeMoyne Drive and North California Avenue, allowing westerly traffic to enter the area, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CONTROL DEVICE ON PORTION OF WEST 77TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance directing the Commissioner of Transportation to authorize the construction of a traffic device

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NEW BUSINESS PRESENTED BY ALDERMEN 60619

that will close to vehicular traffic West 77th Street, along the east curb line of South Cicero Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented twelve 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 OLIVO (13th Ward):

To classify as a B1-1 Local Retail District instead of a B2-1 Restricted Retail District the area shown on Map Number 14-K bounded by:

the alley next north of and parallel to West 63rd Street; South Knox Avenue; West 63rd Street; and South Keating Avenue.

BY ALDERMAN COLEMAN (16th Ward):

To classify as a B1-1 Local Retail District instead of an R3 General Residence District the area shown on Map Number 12-G bounded by:

a line 248 feet north of West 54th Street; the alley next east of and parallel to South Justine Street; a line 223 feet north of West 54th Street; and South Justine Street.

BY ALDERMAN MUNOZ (22nd Ward):

To classify as a C2-1 Restricted Commercial District instead of a B4-1

Service District the area shown on Map Number 6-K bounded by:

the alley next north of and parallel to West 26th Street; a line 121.1 feet west of South Keeler Avenue; West 26th Street; and a line 145.1 feet west of South Keeler Avenue.

BY ALDERMAN CHANDLER (24th Ward):

To classify as an R3 General Residence District instead of an M2-2 General Manufacturing District the area shown on Map Number 2-K bounded by:

the alley next north of and parallel to West Grenshaw Street; a line 100 feet east of and parallel to South Kilbourn Avenue; West Grenshaw Street; and a line 75 feet east of and parallel to South Kilbourn Avenue.

To classify as an R3 General Residence District instead of an M2-2 General Manufacturing District the area shown on Map Number 2-K bounded by:

the alley next north of and parallel to West Grenshaw Street; a line 276.25 feet west of South Kostner Avenue; West Grenshaw Street; and a line 301.25 feet west of South Kostner Avenue.

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 4-J bounded by:

a line 550 feet north of West 19th Street; South Kedzie Avenue; a line 525 feet north of West 19th Street; and the alley next west of and parallel to South Kedzie Avenue.

BY ALDERMAN BURNETT (27th Ward):

To classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map Number 1-I bounded by:

North Albany Avenue; West Fulton Street; West Walnut Street; and a line 240.33 feet east of and parallel with North Albany Avenue.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60621

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B1-1 Local Retail District instead of a B4-1 Restricted Service District the area shown on Map Number 7-K bounded by:

the alley next north of and parallel to West Fullerton Avenue; a line 108.45 feet east of North Kildare Avenue; West Fullerton Avenue; and North Kildare Avenue.

BY ALDERMAN MELL (33rd Ward):

To classify as Manufacturing Planned Development Number 578, as amended, instead of Manufacturing Planned Development Number 578 the area shown on Map Number 9-J bounded by:

a point 340.0 feet west of the west line of North Kimball Avenue; the south line of West Addison Street; thence the west line of North Kimball Avenue running south 1,203.12 feet to a point 85.38 feet north of the Chicago and Northwestern Railroads tracks; thence a line running northwesterly 353.36 feet to a line of the Chicago and Northwestern Railroad tracks; thence a line running 1,164.81 feet along the north line of the Chicago and Northwestern Railroad tracks to the south line of West Eddy Street; thence the south line of West Eddy Street running east for a distance of 380.10 feet; thence a line running southeast and parallel to the Chicago and Northwestern Railroad tracks for a distance of 183.26 feet; thence a line south of and parallel to the south line of West Addison Street running east for a distance of 40.40 feet; thence a line running southeast and parallel to the Chicago and Northwestern Railroad tracks for a distance of 64.05 feet; thence a line running east 464.85 feet south of and running parallel to the south line of West Addison Street for a distance of 209.67 feet; thence a north/south line 402 feet west of and parallel to the west line of North Kimball Avenue, running 90 feet north; thence an east/west line 383.29 feet south of and running parallel to the south line of West Addison Street for a distance of 62 feet; and thence a north/south line 340.0 feet west of and parallel to the west line of North Kimball Avenue running 383.29 feet north to the point of beginning.

BY ALDERMAN BANKS (36th Ward):

To classify as an R2 Single-Family Residence District instead of a B3-2 General Retail District the area shown on Map Number 5-N bounded by:

the alley next north of and parallel to West North Avenue, or the line thereof if extended where no alleys exists; a line 132 feet west of North Nordica Avenue; West North Avenue; and North Neva Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

To classify as a B4-2 Restricted Service District instead of a B4-3 Restricted Service District the area shown on Map Number 5-F bounded by:

the alley next north of and parallel to West Armitage Avenue; the alley next east of and parallel to North Orleans Street; West Armitage Avenue; and the alley next west of and parallel to North Orleans Street.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B4-2 Restricted Service District instead of a C2-2 General Commercial District the area shown on Map Number 9-H bounded by:

a line 49 feet south of the alley next south of and parallel to West Irving Park Road; the alley next east of and parallel to North Western Avenue; West Grace Street; and North Western Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred sixteen proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60623

Alderman

Claimant

PRECKWINKLE (4th Ward)

1213 -- 1215 East 53rd Street
Condominium Association;

4950 Powhatan Building
Corporation;

HOLT (5th Ward)

Blackstone Court
Condominium
Association (3);

Jackson Shore Cooperative
Apartments;

Hampton House
Condominium Association;

2051 -- 2061 East 72nd
Street Condominium
Association;

5435 -- 5437 South Hyde
Park Condominium
Association;

5485 -- 5489 Cornell Avenue
Condominium Association;

5540 -- 5542 Blackstone
Condominium;

6700 South Crandon
Condominium Association;

6830 -- 6832 South Paxton
Condominium Association;

Alderman

Claimant

BEAVERS (7th Ward)Coastland Apartments
Incorporated;Lake Edge Co-operative
Apartments, Incorporated;Lake Terrace Condominium
Association;Oxford Homes Condominium
Association;7321 South Shore Drive
Co-operataive Association;*BURKE* (14th Ward)

Mr. Michael Schumacher;

MURPHY (18th Ward)4056 West 87th Street
Condominium Association;*RUGAI* (19th Ward)LaBella Casa Condominium
Association;*ZALEWSKI* (23rd Ward)A s h f o r d C o u r t s
Condominium Association;

H. B. Association;

Metro Condominiums;

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60625

Alderman

Claimant

6624 West 64th Place
Corporation;

6724 West 64th Place
Corporation;

OCASIO (26th Ward)

Mr. Cristobal Moreano;

WOJCIK (30th Ward)

Janis Courts Association;

GABINSKI (32nd Ward)

Embassy Club Condominiums;

Mr. Fred W. Joosten;

Lill Street Condominium
Association;

Seminary Court;

BANKS (36th Ward)

Neva Vista Condominium
Association;

Oakfield North Condominium
Association;

ALLEN (38th Ward)

Jefferson House
Condominium;

Merrimac Square
Condominium Association II;

Portage Manor Condominium;

Alderman

Claimant

Ridgemoor Estates
Condominium
Association IV;

3843 North Narragansett
Condominium Association;

O'CONNOR (40th Ward)

Cassiel Condominium
Association;

Fountain Place Condominium;

Higgins Place Condominium
Association;

Norwood Condominium
Association;

Raven Place Condominium
Association;

Sanderson Condominium
Association;

Stanford Courts Homeowners
Association;

NATARUS (42nd Ward)

Dearborn Association;

Gold Coast Condominium
Association;

McConnell Apartments
Association;

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60627

Alderman

Claimant

Carl Sandburg Village
Association III;

The Scott Condominium
Association;

State Tower Condominium
Association;

Towers Condominium
Association
(2);

The Townhomes of Vernon Park
Place Condominium
Association;

110 East Delaware
Condominium Association;

BERNARDINI (43rd Ward)

Dayton Diversey Condominium
Association;

Hampden Tower Condominium
Association;

Sheffield-Lill Townhome
Condominium Association;

Wrightwood Dayton
Condominium Association;

401 West Webster Condominium
Association;

515 Wrightwood Condominium
Association;

Alderman

Claimant

1914 -- 1916 North Sheffield
Avenue Condominium
Association;

HANSEN (44th Ward)

Clifton Row Condominium
Association;

Fire Side Condominium;

Gracewood Condominium
Association;

H e n d e r s o n S q u a r e
Condominium Association;

Oakdale Towers Condominium
Association;

Surf-Cambridge Condominium
Association;

Victorian Lane Condominium
Association;

Wrigleyville Condominium
Association;

1 1 3 3 W e s t C o r n e l i a
Condominium Association;

3018 -- 3020 North Sheridan
Road Condominium
Association;

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60629

Alderman

Claimant

LEVAR (45th Ward)

Foster Terrace Condominium
Association;

Higgins Court Condominium
Association;

Higgins Manor Condominium
Association;

4900 North Lester Condominium
Association;

MOORE for
SHILLER (46th Ward)

Addison Building Corporation;

Beacon of Sheridan Park;

Wilsher Condominium
Association;

629 West Sheridan
Condominium Association (2);

3600 North Lake Shore Drive
Condominium Association;

3631 North Pine Grove
Condominium Association;

SCHULTER (47th Ward)

W i n n e m a c / W o l c o t t
Condominium;

M. SMITH (48th Ward)

Ainslie Park Townhome
Association;

Alderman

Claimant

Beach Point Tower
Condominium Association;

Estates on Gunnison
Condominium
Association;

Granville Beach Condominium
Association;

Lakeshore Terrace
Condominium Association;

Park Place Condominium
Association;

Thorndale East Condominium
Association;

Villa Bonita Condominium
Association;

Winthrop Court Condominium
Association;

900 -- 902 West Margate
Terrace
Condominium Association;

915 -- 917 West Gunnison
Condominium Association;

930 -- 932 West Ainslie
Condominium Association;

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60631

Alderman

Claimant

1253 -- 1255 West Elmdale
Condominium Association;

1431 -- 1433 West Rascher
Condominium Association (2);

1454 -- 1456 Hollywood
Condominium Association;

MOORE (49th Ward)

Colonial Courts Homeowners
Association;

Navarro Condominium
Association;

Northshore Avenue
Condominium Association;

Northshore Beach Condominium
Association;

Pratt Shore Condominium
Association;

Wisteria Lodge Condominium
Association;

1604 -- 1612 West Farwell
Condominium Association;

STONE (50th Ward)

Artesian Condominium;

Bel Oaks West Condominium
Association;

Alderman

Claimant

Bell and Arthur Condominium
Association;

Cedar Condominiums,
Incorporated;

Oakley Place Condominium
Association;

Ridgewood Estates
Condominium Association;

The Royalton Condominium
Association;

Twin Gables Condominium
Association (2);

Winston Towers Number 4
Condominium Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60633

Presented By

ALDERMAN GRANATO (1st Ward):

Referred -- EXEMPTION OF EL TACO VELOZ RESTAURANT
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 1745 WEST CHICAGO AVENUE.

A proposed ordinance to exempt El Taco Veloz Restaurant from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1745 West Chicago Avenue pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, seven proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Tony Arriaga -- 1504 West Ohio Street;

Mr. William Callahan -- 1929 West Evergreen Avenue;

Mr. Brian Clark -- 1914 West Potomac Avenue;

Mr. Nicky Dumas -- 1047 North Honore Street;

Mr. Jose Feliciano -- 923 North Mozart Street;

Mr. Ken Miller -- 1048 North Wood Street; and

Mr. Wayne Watrach -- 1027 North Hermitage Avenue.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM ALL 1998
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all 1998 city fees to the applicants listed below under their not-for-profit status, which were *Referred to the Committee on Finance*, as follows:

Illinois Institute of Technology Research Institute, various locations; and

Saint Francis of Assisi Church, 813 West Roosevelt Road.

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:

Americold Services -- to maintain and use an elevated railroad switchtrack across a portion of South Throop Street;

Burnham Station L.L.C. -- to construct, install, maintain and use fifty-eight balconies over the public way adjacent to 1525 South Clark Street.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60635

Referred -- EXEMPTION OF TRI-TAYLOR NORTH L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 710 -- 712 SOUTH
WESTERN AVENUE.

Also, a proposed ordinance to exempt Tri-Taylor North L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 710 -- 712 South Western Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL
NECESSARY PERMITS, FREE OF CHARGE, FOR
REMODELING OF LANDMARK PROPERTY AT
600 SOUTH DEARBORN STREET.

Also, a proposed order authorizing the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning, and the Director of Revenue to issue all necessary permits, free of charge, for remodeling of landmark property located at 600 South Dearborn Street, which was *Referred to the Committee on Historical Landmark Preservation*.

Presented By

**ALDERMAN HAITHCOCK (2nd Ward) And
ALDERMAN NATARUS (42nd Ward):**

Referred -- EXEMPTION OF METROPOLITAN PIER AND
EXPOSITION AUTHORITY FROM ALL 1998 CITY
FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1998 city fees to the Metropolitan Pier and Exposition Authority under its not-for-profit status,

which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- CORRECTION OF JOURNAL OF THE
PROCEEDINGS OF THE CITY COUNCIL
DATED FEBRUARY 7, 1996.

A proposed correction to an order printed in the Journal of the Proceedings of the City Council dated February 7, 1996, page 15473, by deleting the dimension of a sign/signboard at 7240 South Stony Island Avenue which read "length, 110 feet; height, 96 feet" and inserting in lieu thereof the dimensions "length, 110 feet; height, 96 inches", which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- EXEMPTION OF LA RABIDA CHILDREN'S HOSPITAL
AND RESEARCH CENTER FROM ALL 1998 CITY FEES
UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption from all 1998 city fees to LaRabida Children's Hospital and Research Center under its not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF UNIVERSITY OF CHICAGO HOSPITALS
FROM ALL 1997 -- 1998 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption from all 1997 -- 1998 city fees to the University of Chicago Hospitals under its not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO AVALON LAUNDROMAT,
INCORPORATED TO MAINTAIN AND USE LINT
AND CATCH BASINS ALONG 7863 SOUTH
AVALON AVENUE.

Also, a proposed ordinance to grant permission and authority to Avalon Laundromat, Incorporated to maintain and use a lint basin and a catch basin along 7863 South Avalon Avenue adjacent to 1234 East 79th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT
LICENSE FEES FOR PARTICIPANTS IN COMMUNITY
ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in a community art fair to be held at Bixler Park, East 57th and South Kenwood Avenue, on June 6 and 7, 1998, from 11:00 A.M. to dusk, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN HOLT (5th Ward),
ALDERMAN OCASIO (26th Ward)
And OTHERS:**

DECLARATION OF JANUARY 30 THROUGH APRIL 4, 1998
AS "A SEASON FOR NONVIOLENCE" IN CHICAGO.

A proposed resolution, presented by Aldermen Holt, Ocasio, Haithcock, Tillman, Preckwinkle, Beavers, Dixon, Shaw, Balcer, Frias, Burke, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Austin, Colom, Banks, Giles, Allen, Laurino, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith and Moore, reading as follows:

WHEREAS, The City of Chicago, the State of Illinois, and our entire nation continue to confront the challenge of violence in the form of hate crimes, brutality, domestic abuse and other forms of inhumanity; and

WHEREAS, An awareness of nonviolent principles and practices is a powerful way to heal and transform our lives and communities, to recognize the dignity and worth of every human being, and to promote peace and harmony among all people regardless of race, color, culture, class, language, faith, age, gender, sexual preference or other apparent difference; and

WHEREAS, The principles and practices of nonviolence were epitomized in the lives and work of two intentional leaders, Mahatma Mohandas K. Gandhi and Reverend Dr. Martin Luther King, Jr.; and

WHEREAS, January 30, 1998 marks the fiftieth anniversary of the assassination in India of Mahatma Mohandas K. Gandhi, and April 4, 1998 marks the thirtieth anniversary of the assassination in America of Reverend Dr. Martin Luther King, Jr.; and

WHEREAS, With the leadership of the M. K. Gandhi Institute for Nonviolence, the Association to Global New Thought and others, an international campaign has been organized as "A Season For Nonviolence" to extend from January 30, 1998 through April 4, 1998; and

WHEREAS, "A Season For Nonviolence" will kick-off and culminate with observances at the United Nations in New York City and observances in hundreds of cities and other locales around the globe; and

WHEREAS, During the period between January 30, 1998 and April 4, 1998, groups throughout the United States and the world will sponsor projects and programs to create greater awareness and consciousness of the principles and practices of nonviolence, including symposia on interfaith and inter-racial healing; days of dialogue, prayer and meditation; artistic and cultural events; essay contest; and special activities for children; and

WHEREAS, We in Chicago, a world class city in the heart of the United States, have a great opportunity to focus the hearts and minds of our citizens on nonviolence in recognition and celebration of "A Season For Nonviolence"; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the members of the Chicago City Council do hereby declare the period from January 30, 1998 through April 4, 1998, "A Season For Nonviolence" in Chicago; and

Be It Further Resolved, That the City of Chicago supports programs and projects conducted in the spirit of nonviolence during this season and honor the organizers of these activities on their commitment to world peace and global harmony; and

Be It Further Resolved, That suitable copies of this resolution be presented to the national co-directors of "A Season For Nonviolence". Alderman Ocasio 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 Ocasio, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Presented For

6th Ward:

Referred -- STANDARDIZATION OF PORTION OF SOUTH HALSTED STREET AS "PASTOR GLORIA HOPKINS WAY".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 6800 block of South Halsted Street as "Pastor Gloria Hopkins Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY MESSIAH AND SAINT BARTHOLOMEW EPISCOPAL CHURCH.

A proposed ordinance which would allow Messiah and Saint Bartholomew Episcopal Church to pay a reduced license fee of Ten and no/100 Dollars (\$10.00) for each of the special police employed at 8255 South Dante 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.*

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60641

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF SOUTH PRAIRIE AVENUE AS "MISSION
OF FAITH BAPTIST CHURCH AVENUE".

A proposed order directing the Commissioner of Transportation to give consideration to honorarily designate South Prairie Avenue, from East 113th Street to East 115th Street, as "Mission of Faith Baptist Church Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- APPROVAL OF PLAT OF NAPONIELLO SUBDIVISION
ADJACENT TO SOUTH NORMAL AVENUE AND
WEST 25TH STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Naponiello Subdivision, fronting portions of West 25th Place and South Normal Avenue and lying north of the north line of the first east/west public alley north of West 25th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTER AT INTERSECTION OF WEST 47TH STREET
AND SOUTH HOYNE AVENUE.

A proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for westbound passengers on West 47th Street, at its intersection with South Hoyne Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED FEES
FOR PARTICIPANTS IN CINCO DE MAYO FESTIVAL.

Also, a proposed order authorizing the Director of Revenue and the Commissioner of Transportation to waive the Food Vendor and Itinerant Merchant License, Street Closin Permit, Special Event Liquor License and Tent Permit fees for the participants in the Cinco De Mayo Festival to be held in Douglas Park, for the period extending April 30 through May 3, 1998, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VAN AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60643

Mr. Efrain Dento -- 2714 South Sacramento Avenue; and

Mr. Alfonso Garcia -- 2222 South Albany Avenue.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- EXEMPTION OF MR. FRANK BAGGIO FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 4556 WEST 62ND STREET.

A proposed ordinance to exempt Mr. Frank Baggio from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4556 West 62nd Street, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Edwin J. Nadess -- 6610 South Kenneth Avenue; and

Mr. Kazimierz Szyc -- 6657 South Komensky Avenue.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):**

Referred -- AMENDMENT OF TITLE 5, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTIONS
291, 292 AND 293 WHICH WOULD FACILITATE
NURSING OF CHILDREN IN PUBLIC AREAS
AND WORKPLACES.

A proposed ordinance to amend Title 5, Chapter 4 of the Municipal Code of Chicago by adding a new Section 291 which would allow mothers to breast-feed their children or use of breast milk pump in public places where said mother and child are authorized to be present, by adding a new Section 292 which would provide that the Department of Health develop recommendations supporting the practice of breast-feeding in the workplace, and by adding a new Section 293 which would allow businesses to use the designation "Mother Friendly" in their promotional materials provided said businesses develop policies supporting the practice of worksite breast-feeding, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SAC ON PORTION OF SOUTH
SEELEY AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to cause the construction of a cul-de-sac on South Seeley Avenue, south of West 56th Street, which was *Referred to the Committee on Transportation and Public Way*.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60645

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
INSTALL SIGN/SIGNBOARD AT 5959 SOUTH
WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Surelight Sign Company to install a sign/signboard at 5959 South Western Avenue, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO PARK PICKUP TRUCK
AND/OR VAN AT 7038 SOUTH BELL AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Delmar Bush to park his pickup truck and/or van at 7038 South Bell 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*.

Presented By

ALDERMAN PETERSON (17th Ward):

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTER AT INTERSECTION OF SOUTH ASHLAND
AVENUE AND WEST 74TH STREET.

A proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for northbound passengers on South Ashland Avenue, at its intersection with West 74th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN PETERSON (17th Ward),
ALDERMAN SOLIS (25th Ward)
And OTHERS:**

Referred -- AMENDMENT OF ORDINANCE WHICH REGULATED
PLACEMENT OF OUTDOOR ADVERTISEMENTS FOR
CIGARETTES AND ALCOHOLIC BEVERAGES.

A proposed ordinance, presented by Aldermen Peterson, Solis, Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Olivo, Burke, Jones, Coleman, Murphy, Rugai, Troutman, DeVille, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Wojcik, Suarez, Austin, Colom, Giles, Allen, Laurino, O'Connor, Bernardini, M. Smith, Moore and Stone to amend an ordinance passed by the City Council on September 10, 1997 amending Title 17 of the Municipal Code of Chicago which excluded preexisting contracts from regulation, by extending the prohibition to include all affected signs, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- EXEMPTION OF FAMILY CARE OF ILLINOIS
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
10046 SOUTH WESTERN
AVENUE.

A proposed ordinance to exempt Family Care of Illinois from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 10046 South Western Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60647

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Evergreen Plaza Associates Ltd. Partnership -- for one canopy at 2301 West 95th Street; and

Mount Greenwood Hair Design -- for one canopy at 3402 West 111th Street.

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES DIRECTED TO HOLD PUBLIC HEARING
TO EXPLORE MEASURES FOR PREVENTION
OF TELEPHONE SLAMMING.

Also, a proposed resolution urging the Committee on Energy, Environmental Protection and Public Utilities to hold a public hearing to investigate specific measures local telephone companies can and will take to prevent the unauthorized transfer of a telephone customer from one carrier to another, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- AUTHORIZATION FOR DONATION OF AMBULANCES
TO CERTAIN NIGERIAN CITIES.

A proposed ordinance authorizing the Commissioner of General Services and the Purchasing Agent to enter into and execute such documents as may be necessary to effectuate the donation of one outdated Fire Department ambulance to the City of Awka in the State of Anambra, Nigeria, one to the City of Aboh, Mbaize in the State of Owerri, Imo, Nigeria, and one to the City of Ife, Mbaize in the State of Owerri, Imo, Nigeria, all ambulances to be donated in an "as is" condition and free of any liens and encumbrances, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS ON PORTIONS OF SOUTH LAWNDAL
AVENUE AND SOUTH PULASKI ROAD.

A proposed ordinance approving the construction of bus passenger shelters by the Chicago Transit Authority for southbound passengers on South Lawndale Avenue and South Pulaski Road, at their intersections with West 26th Street, which was *Referred to the Committee on Transportation and Public Way*.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60649

Referred -- EXEMPTION OF MR. JOSE MENDEZ
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
3344 WEST CERMAK ROAD.

Also, a proposed ordinance to exempt Mr. Jose Mendez from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3344 West Cermak Road, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 3216 SOUTH KEDVALE AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Everado Rosiles to park his pickup truck and/or van at 3216 South Kedvale 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 -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
SCHOOL PURPOSES.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to close to traffic portions of specified public ways on all school days, during the periods noted, for school purposes, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Board of Education/Cardenas Elementary School -- to close to traffic South Millard Avenue, between 2300 and 2400, during the hours of 8:15 A.M. to 9:45 A.M. and 2:15 P.M. to 3:00 P.M.;

Epiphany Peace School -- to close to traffic West 25th Street, between 4200 and 4300, during the hours of 7:15 A.M. and 8:00 A.M. and 1:45 P.M. to 2:30 P.M.; and

Board of Education/Gary Elementary School -- to close to traffic South Komensky Avenue, between 2800 and 2900, during the hours of 8:30 A.M. to 9:15 A.M. and 2:15 P.M. to 3:00 P.M.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- APPROVAL OF PROPERTY AT 5074 SOUTH
ARCHER AVENUE AND 4138 WEST 51ST STREET
AS SITE FOR NEAR SOUTHWEST BRANCH
LIBRARY PROJECT.

A proposed ordinance to approve the designation by the Public Building Commission of Chicago of the property at 5074 South Archer Avenue and 4138 West 51st Street as the site for construction of the Near Southwest Branch Library Project, which was *Referred to the Committee on Housing and Real Estate*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Stanley Mozol -- 4828 South Karlov Avenue; and

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NEW BUSINESS PRESENTED BY ALDERMEN 60651

Mr. Stanislaw N. Sarna -- 5025 South Knox Avenue.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- AMENDMENT OF TITLE 3, CHAPTER 12,
SECTION 050 OF MUNICIPAL CODE OF
CHICAGO WHICH WOULD ALLOW
CERTAIN SENIOR CITIZENS TO
APPLY FOR REFUNDS OF
SEWER SERVICE
CHARGES.

A proposed ordinance to amend Title 3, Chapter 12, Section 050 of the Municipal Code of Chicago which would permit application for a refund of the sewer service charge by those persons aged sixty-five or over who reside in their own residence in a building containing no more than two residential units but who fail to qualify for a sewer service charge exemption as a consequence of the lack of separate metered water service or separate water assessments, which was *Referred to the Committee on Finance*.

Referred -- APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTER AT INTERSECTION OF
WEST HARRISON STREET AND
SOUTH CICERO AVENUE.

Also, a proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for westbound passengers on West Harrison Street, at its intersection with South Cicero Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SOLIS (25th Ward):

*Referred -- GRANT OF PRIVILEGE TO PREMIUM PLASTICS,
INCORPORATED TO MAINTAIN AND USE RAILROAD
SWITCH TRACKS ALONG SPECIFIED
PUBLIC WAYS.*

A proposed ordinance to grant permission and authority to Premium Plastics, Incorporated to maintain and use two railroad switch tracks connecting with existing tracks of the Gulf, Mobile and Ohio Railroad Company in South Grove Street at a point southwesterly of the south line of West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS ON PORTIONS OF SOUTH WESTERN AVENUE
AND SOUTH BLUE ISLAND AVENUE.*

Also, a proposed ordinance approving the construction of bus passenger shelters by the Chicago Transit Authority for northbound passengers on South Western Avenue, at its intersection with West Taylor Street and for southwest bound passengers on South Blue Island Avenue, at its intersection with South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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NEW BUSINESS PRESENTED BY ALDERMEN 60653

Referred -- STANDARDIZATION OF PORTION OF WEST
22ND PLACE AS "SAINT STEPHENS PLACE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of West 22nd Place, from 1800 West to 2000 West, as "Saint Stephens Place", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- GRANT OF PRIVILEGE TO CENTURY PLATING CO.
TO CONSTRUCT, INSTALL, MAINTAIN AND USE
INSPECTION MANHOLE FACILITY ADJACENT
TO 2939 NORTH OAKLEY AVENUE.

A proposed ordinance to grant permission and authority to Century Plating Co. to construct, install, maintain and use an inspection manhole facility for water sampling adjacent to 2939 North Oakley Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTER AT INTERSECTION OF NORTH MILWAUKEE
AVENUE AND NORTH CAMPBELL AVENUE.

Also, a proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for southeast bound passengers on North Milwaukee Avenue, at its intersection with North Campbell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIC PARKING
FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as

Mr. Fortino Gutierrez -- 3709 West Armitage Avenue;

Mr. Ed Sticklus -- 3012 North Clybourn Avenue; and

Mr. Vuk Zecevic -- 1546 North Leavitt Street.

Presented By

**ALDERMAN OCASIO (26th Ward) And
ALDERMAN HOLT (5th Ward):**

Referred -- COMMITTEE ON HUMAN RELATIONS URGED TO
HOLD PUBLIC HEARING FOR PURPOSE OF DRAWING
ATTENTION ON PRINCIPALS AND PRACTICES OF
NONVIOLENCE DURING CELEBRATION OF
"A SEASON FOR NONVIOLENCE".

A proposed resolution, urging the Committee on Human Relations to hold a public hearing for the purpose of improving public awareness of the principles and practices of nonviolence through various sponsored events and activities which was *Referred to the Committee on Human Relations*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60655

Presented By

ALDERMAN BURNETT (27th Ward):

DRAFTING OF ORDINANCES FOR VACATION OF
SPECIFIED PUBLIC ALLEYS.

Three proposed orders reading as follows (the italic heading in each case not being a part of the order):

Public Alley In Block Bounded By West Adams Street, West Jackson Boulevard, South Racine Avenue And South Aberdeen Street.

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of all of the east/west 40 foot public alley in the block bounded by West Adams Street, West Jackson Boulevard, South Racine Avenue and South Aberdeen Street for the Mission of Our Lady of Mercy, Inc. (File Number 17-27-98-2212); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Public Alley In Block Bounded By North Milwaukee Avenue, West Erie Street And North Morgan Street .

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of all of the east/west 12 foot public alley in the block bounded by North Milwaukee Avenue, West Erie Street and North Morgan Street for Mid-City National Bank, as Trustee, under Trust Number 2539 (File Number 8-27-97-2203); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

*Public Alley In Block Bounded By North Ogden Avenue,
West Fulton Street, North Loomis Street And
West Carroll Avenue.*

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of all of the east/west 18.2 foot public alley in the block bounded by North Ogden Avenue, West Fulton Street, North Loomis Street and West Carroll Avenue for the Pioneer Bank and Trust Company, as Trustee, under Trust Number 25921 (File Number 8-27-97-2209); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Burnett moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed*.

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD REMOVE
RESTRICTIONS ON ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION OF WEST
NORTH AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 27.3 which restricted the issuance of additional package goods licenses on the south side of West North Avenue, from North Larrabee Street to North Halsted Street, which was *Referred to the Committee on License and Consumer Protection*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60657

Referred -- GRANT OF PRIVILEGE TO AMERICAN LEGION/
OLDTOWN CHICAGO POST NUMBER 184 TO CONSTRUCT,
INSTALL, MAINTAIN AND USE VETERANS MEMORIAL
PLAQUE ADJACENT TO 1500 NORTH
WELLS STREET.

Also, a proposed ordinance to grant permission and authority to American Legion/Old Town Chicago Post Number 184 to construct, install, maintain and use a veterans memorial plaque adjacent to 1500 North Wells Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, 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 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Merle Lype/Chicago Autoworkers, Inc. -- 1157 West Monroe Street; and
1250 West Van Buren L.L.C. -- 1257 West Jackson Boulevard.

Referred -- COOK COUNTY ASSESSOR, TREASURER AND BOARD
OF COMMISSIONERS URGED TO WAIVE PRIOR
OUTSTANDING TAXES AGAINST PROPERTY
AT 639 AND 657 NORTH CENTRAL PARK
AVENUE FOR BENEFIT OF MOUNT
VERNON CHURCH.

Also, a proposed resolution urging the Cook County Assessor, the Cook County Treasurer and the members of the Board of Commissioners of Cook County to waive prior outstanding taxes accrued against the property at 639 and 657 North Central Park Avenue before acquisition by Mount Vernon Church, which was *Referred to the Committee on Housing and Real Estate.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 8, SECTION
580 OF MUNICIPAL CODE OF CHICAGO WHICH
WOULD DESIGNATE TWENTY-EIGHTH
WARD AS ADVERTISING BENCH
RESTRICTED ZONE.

A proposed ordinance to amend Title 2, Chapter 8, Section 580 of the Municipal Code of Chicago which would designate the 28th Ward as an advertising bench restricted zone, which was *Referred to the Committee on License and Consumer Protection.*

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NEW BUSINESS PRESENTED BY ALDERMEN 60659

Referred -- APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTER AT INTERSECTION OF
WEST MADISON STREET AND CENTRAL
PARK AVENUE.

Also, a proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for westbound passengers on West Madison Street, at its intersection with Central Park Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CURB-CUTS FOR HANDICAPPED ACCESS AT
SCHWAB REHABILITATION HOSPITAL
AND CARE NETWORK.

Also, a proposed ordinance authorizing the Commissioner of Transportation to cause the construction of two curb-cuts for handicapped access at Schwab Rehabilitation Hospital and Care Network, 1414 South Fairfield Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN E. SMITH (28th Ward)
And OTHERS:

Referred -- CHICAGO TRANSIT AUTHORITY URGED TO
IMPLEMENT UPASS TRANSIT PROGRAM WITH
CHICAGO CITY COLLEGES.

A proposed resolution, presented by Aldermen E. Smith, Preckwinkle, Burnett,

Burrell and Giles, urging the Chicago Transit Authority to implement a UPASS Transit Program with the Chicago City Colleges, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4,
SECTION 010 OF MUNICIPAL CODE OF CHICAGO
WHICH WOULD REQUIRE BOND HEARING
FOR MEMBERS OF STREET GANGS
ARRESTED FOR DISORDERLY
CONDUCT.

A proposed ordinance to amend Title 8, Chapter 4, Section 010 of the Municipal Code of Chicago which would require known members of criminal street gangs arrested for disorderly conduct to appear before a judge for a bond hearing, which was *Referred to the Committee on Police and Fire*.

Referred -- STANDARDIZATION OF PORTIONS OF SPECIFIED
STREETS.

Also, two proposed ordinances directing the Commissioner of Transportation to take the necessary actions for standardization of portions of the streets specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

North Hamlin Avenue, from West Byron Street to West Grace Street, to be known as "Christine Bachi Drive"; and

West Berteau Avenue, from North Elston Avenue to North Harding Avenue, to be known as "Janet A. Taylor Drive".

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NEW BUSINESS PRESENTED BY ALDERMEN 60661

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 28 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 195 WHICH WOULD PROHIBIT UNATTACHED OUTDOOR SIGNAGE IN PARKING LOTS.

A proposed ordinance to amend Title 7, Chapter 28 of the Municipal Code of Chicago by the addition of a new Section 195 which would prohibit the use of outdoor commercial or advertising signs in parking lots that are not securely attached to the ground, a wall or other surface and to establish penalty provisions for violation thereof, which was *Referred to the Committee on Buildings*.

Referred -- GRANT OF PRIVILEGE TO LAYSTROM MANUFACTURING COMPANY TO OCCUPY PORTION OF DRIVEWAY AT 3923 WEST PALMER STREET.

Also, a proposed ordinance to grant permission and authority to Laystrom Manufacturing Company to occupy a portion of the driveway in front of the premises located at 3923 West Palmer Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- REMOVAL OF PAY TELEPHONES FROM PUBLIC
WAY AT 3938 WEST NORTH AVENUE.

Also, a proposed ordinance requiring AC&T Telecommunication Services to remove pay telephones from the public way located at 3938 West North Avenue pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF MR. CRUZ PAYES FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES AT
3754 WEST NORTH AVENUE.

Also, a proposed ordinance to exempt Mr. Cruz Payes from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3754 West North Avenue, pursuant to Title 10, Chapter 20, Section 430 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 3059
NORTH CICERO AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 3059 North Cicero Avenue, which was *Referred to the Committee on Buildings*.

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NEW BUSINESS PRESENTED BY ALDERMEN 60663

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

City of Chicago and the Public Building Commission of Chicago -- 1627 -- 1659 West Melrose Street;

Matanky Development -- 1330 West Belmont Avenue; and

White Glove Car Wash -- 1433 West Shakespeare 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 Olympic Signs, Inc. to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

One sign/signboard at 2575 North Elston Avenue (118 total square feet);

One sign/signboard at 2575 North Elston Avenue (360 total square feet); and

One sign/signboard at 1735 West Fullerton Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT
LICENSE FEES FOR PARTICIPANTS IN "FRIENDS OF
THE ARTS" APRIL, 1998 ART SHOW.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in the "Friends of the Arts" April, 1998 art show to be held on April 17 through 26, 1998, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD
REMOVE RESTRICTIONS ON ISSUANCE OF
ALCOHOLIC LIQUOR LICENSES ON
PORTION OF WEST BELMONT
AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 33.28 which restricted the issuance of additional alcoholic liquor licenses on the north side of West Belmont Avenue, from North Avers Avenue to North Central Park Avenue, which was *Referred to the Committee on License and Consumer Protection*.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60665

Referred -- AMENDMENT OF TITLE 4 CHAPTER 64, SECTION
190 OF MUNICIPAL CODE OF CHICAGO WHICH
WOULD FURTHER REGULATE SALE OR
DISTRIBUTION OF TOBACCO
PRODUCTS.

A proposed ordinance to amend Title 4, Chapter 64, Section 190 of the Municipal Code of Chicago which would restrict the sale of tobacco products or tobacco samples in any form other than an original factory-wrapped package with the exception of cigars or pipe tobacco, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
INSTALL SIGN/SIGNBOARD AT 3300
WEST BELMONT AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Doyle Signs, Inc. to install a sign/signboard at 3300 West Belmont Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLE ON PORTION OF SOUTH LAFLIN STREET.

A proposed ordinance authorizing the Commissioner of Transportation to construct a traffic circle on South Laflin Street, at its intersection with West 118th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 28, SECTION 675
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD
DESIGNATE PORTION OF WEST FULLERTON
AVENUE AS ADVERTISING BENCH
RESTRICTED ZONE.

A proposed ordinance to amend Title 10, Chapter 28, Section 675 of the Municipal Code of Chicago which would designate all locations adjacent to West Fullerton Avenue, between North Harding Avenue and North Monticello Avenue, as an advertising bench restricted zone, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF TITLE 10, CHAPTER 28 , SECTION 675
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD
DESIGNATE PORTION OF NORTH MILWAUKEE
AVENUE AS ADVERTISING BENCH
RESTRICTED ZONE.

Also, a proposed ordinance to amend Title 10, Chapter 28, Section 675 of the Municipal Code of Chicago which would designate all locations adjacent to North Milwaukee Avenue, between West Diversey Avenue and North Sawyer Avenue, as an advertising bench restricted zone, which was *Referred to the Committee on Transportation and Public Way.*

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NEW BUSINESS PRESENTED BY ALDERMEN 60667

Presented By

ALDERMAN ALLEN (38th Ward):

*Referred -- GRANT OF PRIVILEGE TO SAINT BARTHOLOMEW
CHURCH TO MAINTAIN AND USE AIR-CONDITIONING
SUPPLY SYSTEM.*

A proposed ordinance to grant permission and authority to Saint Bartholomew Church to maintain and use an air-conditioning supply system to provide air-conditioning between Saint Bartholomew Church and Saint Bartholomew Grammar School, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
6501 WEST IRVING PARK ROAD.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to Jolly Inn Restaurant to construct, maintain and use one canopy to be attached or attached to the building or structure at 6501 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- APPROVAL OF PLAT OF SAUGANASH
WOODS -- PHASE TWO SUBDIVISION.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Sauganash Woods -- Phase Two Subdivision located in a portion of the Sauganash Business Park area, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
4405 NORTH ELSTON AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Ms. Rosalina Martinez to construct, maintain and use one canopy to be attached or attached to the building or structure at 4405 North Elston Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF THE VICTOR C. NEUMANN ASSOCIATION
FROM ALL 1998 CITY FEES UNDER NOT-FOR-PROFIT
STATUS.

A proposed ordinance providing inclusive exemption from all 1998 city fees to

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NEW BUSINESS PRESENTED BY ALDERMEN 60669

the Victor C. Neumann Association under its not-for-profit status, which was *Referred to the Committee on Finance.*

*Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.*

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Edward Reisberg -- 6517 North Ashland Avenue;

Mr. Dan C. Zimmerman -- 6430 North Glenwood Avenue; and

Dashamir Roshi -- 2903 West Berwyn Avenue.

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
5920 NORTH RIDGE AVENUE.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to Daniel Realty & Investment Corp. to construct, maintain and use fifteen canopies to be attached or attached to the building or structure at 5920 North Ridge Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO
CONDUCT HEARINGS REGARDING EFFECTIVENESS
OF REGULATIONS GOVERNING PAWNBROKERS
AND SECONDHAND DEALERS.

Also, a proposed resolution urging the Committee on Police and Fire to conduct hearings into the effectiveness of current city regulations governing pawnbrokers and secondhand dealers and solicit testimony from representatives of the Chicago Police Department, the Department of Revenue, various law enforcement agencies, industries which are affected by such regulations and interested members of the public, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED
PUBLIC ALLEY IN BLOCK BOUNDED BY WEST
DELAWARE PLACE, NORTH STATE STREET,
WEST CHESTNUT STREET AND NORTH
DEARBORN STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of that portion of a public alley being 34.05 feet wide which lies west of the southerly extension of the west line of the north/south 14.9 foot public alley in the block bounded by West Delaware Place, North State Street, West Chestnut Street and North Dearborn Street for the Chicago Sinai Congregation (File Number 4-42-98-2213); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60671

Alderman Natarus 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 Natarus, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- AUTHORIZATION FOR CORRECTION OF JOURNAL OF
THE PROCEEDINGS OF THE CITY COUNCIL
DATED OCTOBER 1, 1997.

Also, a proposed correction to an ordinance printed in the Journal of the Proceedings of the City Council, dated October 1, 1997, page 53245, by deleting the Handicapped Parking Permit Number "15323" appearing on the fourth line from the bottom of the page and inserting in lieu thereof the Handicapped Parking Permit Number "15325", which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- AUTHORIZATION FOR CORRECTION OF JOURNAL OF
THE PROCEEDINGS OF THE CITY COUNCIL
DATED OCTOBER 28, 1997.

Also, a proposed correction to an ordinance printed in the Journal of the

Proceedings of the City Council, dated October 28, 1997, page 54867, by deleting the number "2631" appearing on the eighteenth line from the top of the page and inserting in lieu thereof the number "2635", which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- AUTHORIZATION FOR HONORARY DESIGNATION
OF 100 EAST CHESTNUT STREET AS
"MIKE DITKA WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to honorarily designate 100 East Chestnut Street as "Mike Ditka Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ESTABLISHMENT OF TAXICAB
STAND NUMBER 732 ON PORTION OF
SOUTH WABASH AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to establish Taxicab Stand Number 732 on that part of South Wabash Avenue, from a point 20 feet south of East Madison Street, to a point 60 feet south thereof, for three vehicles, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Also, twelve 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:

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60673

applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Board of Trustees of the University of Illinois -- to maintain and use the public right-of-way containing six electrical ducts transmitting power service lines;

Brookfield Retail Centers, Inc. -- to maintain and use vaulted sidewalk space, a bay window and a sundeck projection adjacent to 700 North Michigan Avenue;

Brookfield Retail Centers, Inc. -- to maintain and use thirty caissons in the public right-of-way adjacent to 700 North Michigan Avenue;

Club Ma Anudo, Chicago, Inc. -- to construct, install, maintain and use two canopies and two light fixtures adjacent to 60 East Walton Street;

Doral Plaza -- to maintain and use a subsurface space containing vaults under the sidewalk space of upper level North Michigan Avenue adjacent to East Randolph Street for the purpose of parking automobiles;

Marshall Field and Company -- to maintain and use two ornamental clocks adjacent to 105 -- 139 North State Street;

RN Land Development Co., L.L.C. -- to construct, install, maintain and use renovations to the existing facade extending over the property line adjacent to 530 -- 550 North Michigan Avenue, 101--121 East Ohio Street and renovation of the hotel entrance at 531 -- 551 North Rush Street;

161 North Clark Street Limited Partnership -- to maintain and use nine caisson bells within the public way adjacent to 161 North Clark Street;

161 North Clark Limited Partnership -- to maintain and use one column enclosure on the public way adjacent to 161 North Clark Street;

333 Wacker Drive Venture -- to maintain and use a curb recess, two street lights and fifteen street trees adjacent to the property on the corner of North Franklin Street and West Lake Street;

700 North Kingsbury L.L.C., in care of Enterprise Kingsbury L.L.C. -- to construct, install, maintain and use fifty-two balconies adjacent to 700 North Kingsbury Street, 500 -- 532 West Huron Street and 501 -- 535 West Superior Street; and

1031 North Rush Ltd. Partnership -- to construct, install, maintain and use two balconies, twelve awnings, one canopy and two cornices over the public way adjacent to 1031 North Rush Street.

Referred -- APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTERS AT SPECIFIED
INTERSECTIONS.

Also, a proposed ordinance approving the construction of bus passenger shelters by the Chicago Transit Authority for southbound passengers on South Lake Shore Drive, at its intersection with East Division Street and for southbound passengers on South Indiana Avenue, at 1500 which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

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NEW BUSINESS PRESENTED BY ALDERMEN 60675

Bill Boards, Inc. -- for one sign/signboard at 162 East Ohio Street;

Mr. David Faccone -- for one sign/signboard at 800 North Dearborn Street; and

Outdoor Network, Inc. -- for one sign/signboard at 52 West Illinois Street.

Referred -- REPEAL OF ORDER WHICH AUTHORIZED ERECTION
OF SIGNS/SIGNBOARDS AT 800 NORTH
DEARBORN STREET.

Also, a proposed ordinance to repeal an order which directed the Commissioner of Buildings to erect two signs/signboards at 800 North Dearborn Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE
FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Arts Expressions Shows -- to be held in the Atrium Mall of the James Thompson Center at 100 West Randolph Street on April 30, May 1, September 17 and 18 and November 12 and 13, 1998; and

Michigan Avenue Arts & Crafts Experience II Show both in connection with The American Society of Artists -- to be held on June 5 and 6, 1998 from 5:00 A.M. to 7:00 P.M. each day; and the 7th Annual Michigan Avenue Arts & Crafts Experience Shows -- to be held on July 10 and 11, 1998 from 5:00 A.M. to 7:00 P.M. each day.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, thirteen 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:

B.C. Great Lakes L.L.C., doing business as Boston Market -- for one canopy at 2 West Division Street;

Brookfield Retail Centers Inc., by Brookfield Management Services -- for eight canopies at 700 North Michigan Avenue;

Champagne Furniture Gallery, Inc. -- for eleven canopies at 65 -- 69 West Illinois Street;

Chicago Athletic Association -- for one canopy at 71 East Madison Street;

Fontano's Sub's -- for one canopy at 20 East Jackson Street;

Maggiano's/Corner Bakery Inc., doing business as Maggiano's Little Italy (Sites I and II) and Corner Bakery (Site 003) -- for eight canopies at 516 North Clark Street;

EMB-State Limited Partnership, doing business as Papagus -- for six canopies at 620 North State Street;

Silk Road Downtown -- for one canopy at 218 South State Street;

Sofa's & Company -- for one canopy at 435 North La Salle Street;

G. B. Cooper, Inc., doing business as Stacks and Steaks -- for one canopy at 6349 North Clark Street;

Woman's Athletic Club of Chicago -- for one canopy at 116 -- 122 East Ontario Street;

161 North Clark Street Limited Partnership -- for three canopies at 161 North Clark Street; and

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60677

162 West Hubbard Partnership -- for one canopy at 162 West Hubbard Street.

Presented By

ALDERMAN NATARUS (42nd Ward)
And OTHERS:

Referred -- ESTABLISHMENT OF ADDITIONAL "ERUV" DISTRICT IN
VICINITY OF CHICAGO AND NORTH WESTERN RAILROAD
LOCATED ALONG NORTH RAVENSWOOD AVENUE
AND NORTHERN BRANCH OF CHICAGO
RIVER FOR OBSERVANCE OF
JEWISH HOLY DAYS.

A proposed resolution, presented by Aldermen Natarus, Granato, Gabinski, O'Connor, Bernardini, Hansen, Schuler, M. Smith, and Moore, to grant permission to Chicago Eruv, Inc. for the establishment of additional ERUV district consisting of west line of the north/south right-of-way of the Chicago and North Western Railroad located along North Ravenswood Avenue and north and east of the Chicago River and the North Branch thereof, for the purpose of carrying on the Sabbath and other Jewish holy days, and to grant the rights requested at a fee of One and no/100 Dollars (\$1.00), which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF
PORTION OF NORTH CLIFTON AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of North Clifton Avenue, lying between the northerly line of the North Branch of the Chicago River and the southerly line of North Kingsbury Street for the City of Chicago (Department of Planning and Development)(File Number 32-43-94-1889); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Bernardini 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 Bernardini, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO GLD., INC. TO
CONSTRUCT, INSTALL, MAINTAIN AND USE
TEMPORARY ENCLOSURE ADJACENT TO
2060 NORTH CLEVELAND AVENUE.

Also, a proposed ordinance to grant permission and authority to Gld. Inc. to construct, install, maintain and use a temporary entryway enclosure (windscreen) extending into the public way adjacent to 2060 North Cleveland Avenue, which was *Referred to the Committee on Transportation and Public Way*.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60679

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Jim Borg -- 839 West Diversey Parkway;

Mr. Michael Johnson -- 1628 North Sedgwick Street; and

Mr. Ronnie L. Rowton -- 619 West Drummond Place.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
2032 NORTH CLYBOURN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to the Lester and Rosalie Anixter Center to construct, maintain and use one canopy to be attached or attached to the building or structure at 2032 North Clybourn Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3124 NORTH BROADWAY.

A proposed order authorizing the Director of Revenue to issue a permit to Mars

Restaurant to construct, maintain and use one canopy to be attached or attached to the building or structure at 3124 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT
LICENSE FEES FOR THE ILLINOIS FEDERATION FOR HUMAN
RIGHTS CHRISTMAS TREE SALE.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the Illinois Federation for Human Rights Christmas tree sale for the period extending November 28 through December 24, 1997, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Sahara Company -- for one canopy at 4220 West Montrose Avenue; and

Mr. Vincent O'Donnell -- for one canopy at 4500 North Elston Avenue.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60681

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
ALL 1998 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Eight proposed ordinances providing inclusive exemptions from all 1998 city fees to the applicants listed below under their not-for-profit status, which were *Referred to the Committee on Finance*, as follows:

Hispanic Housing Development Corporation -- 2127 West Lawrence Avenue;

Jane Addams Resource Corporation -- 4428 North Ravenswood Avenue;

Methodist Hospital of Chicago -- 5025 North Paulina Street and 4917 North Paulina Street;

Old Town School of Folk Music -- 4544 North Lincoln Avenue;

Ravenswood Hospital Medical Center -- 4045 North Western Avenue/2348 West Irving Park Road;

Ravenswood Hospital Medical Center -- 4550 North Winchester Avenue and 1945 West Wilson Avenue;

Ravenswood Hospital Medical Center -- 4600 North Ravenswood Avenue; and

The Rosenwald School -- 2017 West Montrose Avenue

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, 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 430

of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Mitch Gaj -- 3930 North Southport Avenue; and

National Auto Service Center -- 4129 North Western Avenue.

Presented By

ALDERMAN M. SMITH (48th 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 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Broadway Car Storage -- 1122 West Hollywood Avenue; and

Nile Auto Repair -- 6141 North Broadway.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4920 NORTH SHERIDAN ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Ha Mien Restaurant to construct, maintain and use one canopy to be attached or attached to the building or structure at 4920 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way*.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60683

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED PARKING
FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Auto Tire Center -- 6800 North Clark Street/1712 -- 1714 West Pratt Street;

Martin Auto Repair Shop -- 6916 North Clark Street; and

Triff Enterprises, Inc. -- 6654 North Clark Street.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1440 WEST PRATT BOULEVARD.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Susan Barkulis and Mr. Jairo Motino to park their pickup truck and/or van at 1440 West Pratt Boulevard 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*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT
BEHIND 2916 WEST JARLATH STREET.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 2916 West Jarlath Street, 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 DIXON (8th Ward):

All Nations Developmental Center -- for renovation of an existing structure on the premises known as 8435 South Stony Island Avenue.

BY ALDERMAN SHAW (9th Ward):

Roseland Community Ministers -- for renovation of an existing structure on the premises known as 31 -- 33 East 111th Place.

BY ALDERMAN JONES (15th Ward):

Lutheran Social Services of Illinois (Englewood - Messiah Lutheran Head Start) -- for the Head Start Facilities Enhancement Project on the premises known as 1910 West 64th Street.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60685

BY ALDERMAN BURNETT (27th Ward):

Holy Family Lutheran Church -- for renovation of an existing structure on the premises known as 542 West Hobbie Street.

Wire Communication Facility -- for new construction on the premises known as 3200 West Carroll Avenue.

BY ALDERMAN BURRELL (29th Ward):

Lutheran Social Services of Illinois, doing business as North Austin Children's Center -- for renovation of an existing structure on the premises known as 1500 North Mason Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Architecture Foundation Shop and Tour Center -- for renovation of an existing bookstore on the premises known as 224 South Michigan Avenue.

BY ALDERMAN HANSEN (44th Ward):

Alexian Brothers Bonaventure House -- for interior remodeling on the premises known as 825 -- 827 West Wellington Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ALLEN (38th Ward):

Our Lady of Resurrection Health Care Center, 5645 West Addison Street (3).

BY ALDERMAN SCHULTER (47th Ward):

Bethany Retirement Community, 4950 North Ashland Avenue.

Concordia-Child Care Center, 3855 North Seeley Avenue.

Methodist Hospital of Chicago, 5025 North Paulina Street.

Ravenswood Hospital Medical Center, various locations (3).

Tattler Post 97, 4355 North Western Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN PRECKWINKLE (4th Ward):

Mount Olive A.M.E. Church, 4800 South Evans Avenue -- annual sign inspection fee.

BY ALDERMAN SHAW (9th Ward):

Florence Hotel, 11111 South Forrestville Avenue -- annual refrigeration and air-conditioning inspection fees.

BY ALDERMAN BURKE (14th Ward):

Misericordia Home, 2916 West 47th Street -- annual driveway inspection fee.

BY ALDERMAN MURPHY (18th Ward):

Ezzard Charles School Montessori Nursery and Day Care Center, 7946 South Ashland Avenue -- annual mechanical ventilation inspection fee.

BY ALDERMAN RUGAI (19th Ward):

The Washington and Jane Smith Home, 2340 West 113th Place -- annual driveway usage fee and annual fuel burning equipment inspection fee (2).

BY ALDERMAN ZALEWSKI (23rd Ward):

Chicago Mennonite Learning Center, 4647 West 47th Street -- annual driveway usage inspection fee.

Salvation Army, 5045 West 47th Street -- annual mechanical ventilation inspection fee.

1/14/98 NEW BUSINESS PRESENTED BY ALDERMEN 60687

BY ALDERMAN ALLEN (38th Ward):

Our Lady of Resurrection Health Care Center, 5645 West Addison Street -- annual driveway usage inspection fees.

BY ALDERMAN LAURINO (39th Ward):

Korean Missionary Church, 3704 West Ainslie Street -- "No Parking" sign/permit fees.

BY ALDERMAN DOHERTY (41st Ward):

Norwegian Park Home for the Aged, 6074 North Avondale Avenue -- annual driveway usage inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Jewish Federation of Metropolitan Chicago, 1 South Franklin Street -- annual public place of assembly inspection fee.

Northwestern Memorial Hospital, various locations -- annual canopy and revolving door inspection fees, driveway inspection fees and annual public place of assembly inspection fee (4).

Dr. William M. Scholl College of Podiatric Medicine, 1019 North Dearborn Street -- driveway usage inspection fee.

Terra Museum of American Art, various locations -- semi-annual elevator inspection fees and annual driveway usage inspection fee (2).

*BY ALDERMAN MOORE for
ALDERMAN SHILLER (46th Ward):*

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- "No Parking" sign/permit fees (10).

BY ALDERMAN STONE (50th Ward):

Jewish Federation of Metropolitan Chicago, 7104 North Sacramento Avenue --

annual driveway usage inspection fee.

Misericordia Heart of Mercy, various locations -- fuel burning equipment inspection fees (2).

Northwest Home for the Aged, 6300 North California Avenue -- annual institutional inspection fees.

CANCELLATION OF WATER RATES:

BY ALDERMAN HAITHCOCK (2nd Ward):

Outreach Mission Christian, 2335 -- 2337 West Madison Street.

Pacific Garden Mission, 646 -- 652 South State Street (2).

BY ALDERMAN PETERSON (17th Ward):

Institute of Women Today, various locations.

BY ALDERMAN E. SMITH (28th Ward):

People's Reinvestment and Development Effort (P.R.I.D.E.), various locations (6).

BY ALDERMAN WOJCIK (30th Ward):

Bethel United Methodist Church, 4256 North Ridgeway Avenue.

Saint Hyacinth Church, 3620 West Wolfram Street.

BY ALDERMAN GILES (37th Ward):

People's Reinvestment and Development Effort (P.R.I.D.E.), various locations (2).

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6016 North Nina Avenue.

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NEW BUSINESS PRESENTED BY ALDERMEN 60689

BY ALDERMAN HANSEN (44th Ward):

Hull House, 3212 North Broadway.

BY ALDERMAN STONE (50th Ward):

Anshe Motele Temple, 6518 -- 6522 North California Avenue.

Congregation B'nai Ruven, 6346 -- 6356 North Whipple Street.

Congregation Ezras Israel, 2746 -- 2756 West Lunt Avenue.

Northwest Home for the Aged, 6300 North California Avenue

REFUND OF FEES:

BY ALDERMAN JONES (15th Ward):

Good Hope Church, 6205 -- 6207 South Damen Avenue -- refund in the amount of \$304.00.

BY ALDERMAN ALLEN (38th Ward):

Our Lady of Resurrection Health Care Center, 5645 West Addison Street -- refunds in the amounts of \$125.00, \$400.00 and \$2,847.00 (3).

WAIVER OF FEES:

BY ALDERMAN TROUTMAN (20th Ward):

East Lake Management, 6344 -- 6348 South Cottage Grove Avenue -- waiver of demolition lien.

Normal Haven Apartments, 6400 -- 6414 South Normal Avenue -- waiver of demolition lien.

BY ALDERMAN SOLIS (25th Ward):

Institute del Progress Latino, 2570 South Blue Island Avenue -- waiver of fire alarm system installation and inspection fees.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN HAITHCOCK (2nd Ward):

Brock, Arthur

Hill, Peter

Hoffer, Abraham

Lee, William F.

Lockhart, Richard

Matthews, Henry B.

Morgan, Virginia D.

O'Connor, William J.

Stephens, Josephine

BY ALDERMAN HOLT (5th Ward):

Baylous, Robert E.

Brownlee, Brady

Childs, Josie

Douglas, Edna

Floyd, Doris F.

Heydemann, Julius

Jackson, Ruby

Sylvester, Virginia M.

Webb, Kenneth L.

Williams, Martin

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN

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BY ALDERMAN BEAVERS (7th Ward):

Young, Floyd E.

BY ALDERMAN OLIVO (13th Ward):

Begich, Carmel J.

Lenehan, Therese Marie

Biagi, Catherine

Maher, Loretta C.

Bowden, John J.

McBride, Mary G.

Brown, Francis J.

Miller, Dolores K.

Bryg, Victoria

Moore, Dolores

Campana, Louis P.

Multack, Edith B.

Daly, Alice M.

Rabetz, John

Domenas, Julia

Rashinski, Lauretta

Dowling, Agnes M.

Rodriquez, Antoinette S.

Gaydos, Anne B.

Schinker, Josephine

Godek, Sophie C.

Sowinski, Stephanie F.

Hart, William J.

Stoklosa, Helen

Kendrick, Robert D.

Stonis, Adam F.

Kornowicz, Stanley

Trezzo, Antonio

BY ALDERMAN MURPHY (18th Ward):

Brunner, Mary Jane

Davis, Millie A.

Hoornaert, Bertha E.

Pribble, Eva and Cavoto, Palma

Sutich, George R.

Tuman, Florian F.

Zaro, Victor F.

BY ALDERMAN WOJCIK (30th Ward):

Augustine, Bernice

Becker, Mildred

Beitz, Arthur R.

Dalmore, Leona

Fantozzi, Lena

Goos, Louise E.

Haskins, Eleanor M.

Hill, James R.

Holderbaum, Marion A.

Kempski, Harriet L.

Kerros, Clarence

Legg, George M.

Mally, Donald P.

Maloney, Francis J.

Matranza, Gloria

Meyers, Frances M.

Miller, Walter L.

Mordini, Mary A.

Odwarzny, Mae

Palumbo, Joseph

Paprzycki, Carl J.

Radek, Eugenia

Stangl, Dorothy G.

Sullivan, Norman D.

Valentino, Richard A.

BY ALDERMAN BANKS (36th Ward):

Acebo, Richard C.

Agnes, Martha

Albergo, Lorraine

Alberti, Angeline

Alessi, Gisa

Alexa, Geraldine M.

Anaclerio, Isabella

Antonacci, Minnie A.

Appa, Therese

Arens, Dorothy

Arpaia, Rosemary

Bafia, Albina C.

Baker, Erma

Barton, Thomas P.

Bellino, Filomena

Benages, Adolph and Hilda

Benson, Ruth

Bertone, Anthony J.

Bober, Stella

Bogner, Marie T.

Borondy, Lola

Bowden, Helen

Brandt, Lucille M.

Brenner, Lillian

Brezis, Thomas D.

Broda, Henrietta

Calvello, Michael

Campbell, Lorraine

Caprile, Frances M.

Carone, Sylvia C.

Carsello, Lorraine

Cassano, Margaret

Catalano, Anna

Cecconi, Dina

Charnota, William

Chivini, Mary

Christensen, Carl J.

Cieslowski, Josphine

Clark, Roy M.

Corcoran, Margaret

Coronato, Helen

Damask, Dororthy

DeGoey, Bernard

DelMarto, Anthony F.

Dempsey, Dorothy

Detlaff, Marion E.

DeVincenzo, Angeline M.

Downie, Lorraine

Druce, Anne

Dunbar, Eleanor E.

Durkacz, Emilia

Evans, Mary P.

Ferro, Mary

Fiaschetti, Gina

Fiduccia, Samule

Fontana, Mildred L.

Fontano, Camille

Ford, Harriett

Franceschini, Rose

Fusco, John

Gelosomino, Louise

Gens, Henry J.

Giamarusti, Joseph J.

Gleich, Jerome J.

Golba, Jozef

Gorski, Rose M.

Greczek, Helen

Grudecki, Genevieve

Grzemala, Pauline

Gualano, Josephine

Gurrera, Marie F.

Haines, Irene

Halus, Shirley

Handwerker, Margaret R.

Hayes, Peter F.

Heitz, Virginia J.

Helmick, Dolores M.

Hempel, Robert

Jewett, Julia T.

Jozefiak, Ted

Kaeseberg, Helen S.

Katsikas, John L.

Kieler, Helen S.

Kissel, Anthony J.

Konopka, Stella M.

Kostycz, Florence

Kowalski, Eleanor

Lange, Adolph L.

Larsen, Eleonore M.

Lipschultz, Eli

Lisanti, Helen R.

Livorsi, Francisco

LoPresti, Marie A.

Lucki, Helen D.

Luczak, Virginia V.

Ludtke, Zofia

Lutz, Leon G.

Magnuson, Marie J.

Malone, Joseph J.

Malus, Shirley

Margoscin, Edward

Marino, Loretta

Marlar, Leona E.

Martino, Lucille A.

Marzullo, Filomena

Mathisen, Martha I.

Meros, Helen

Meyer, Dolores M.

Meyer, Lucille M.

Mleczo, Bernice T.

Morazoni, John A.

Muenow, Elmer E.

Muscolino, Ann

Nahorniak, Alice

Naumes, Lois E.

Neri, Raymond

Nicolopoulos, Zach

Notaro, Helen

Novak, Edward S.

Nycz, Eugenia G.

O'Brien, Grace

Ogozeja, Miroslawa K.

Olson, Margaret K.

O'Meara, June

Orland, Rosella

Orsatti, Adam

Pappalardo, Edna

Pasold, Lucille C.

Pastorino, Marie A.

Paxton, Annette

Pelka, Wanda P.

Perillo, Vivian J.	Skalisky, Helen
Peszek, Esther	Sloboda, Edward F.
Petella, Mary	Solovey, Olga
Pfeifer, Madaline	Sommerman, Helen M.
Philipps, Bertha S.	Stambaugh, Roy W.
Pilas, Gerald R.	Staunton, John M.
Preston, Maryea E.	Stiltner, Ruth
Prihoda, Ruth	Stojek, Isabella M.
Pross, Florence	Stoklosa, Edwards S.
Prubanowski, John	Stralka, Florence
Reilly, Mary E.	Strope, Lillian
Rindone, Irene	Swedko, Anthony J.
Rini, Anna	Swierk, Jean
Royer, Mary M.	Thoss, Virrell
Rudy, Leo	Tilson, Ivanell D.
Ruscito, Mary	Turrubiartes, Vincent
Rusky, Jeane	Tuzzio, Samuel S.
Russo, Nick	Ulbasi, Frank P.
Rutkowski, Olga	Utter, Josephine L.
Ryan, Mildred	Veltri, Mario, Sr.
Rychtanek, Ann M.	Vestuto, Bette A.
Sabo, Irene	Vogt, Elsie
Schultz, Norbert M.	Vondruska, Theodora

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60697

Wawrzyniak, Katy

Wilkens, Hermine M.

Yatsushiro, Kenji

Zanotti, Martha K.

Zara, Frances

Zazula, Louise

BY ALDERMAN ALLEN (38th Ward):

Bonanno, Carmela

Boncler, Eleanor

Borland, Elizabeth C.

Chropkowski, Lorraine C.

Clawson, Melvin L.

Hurlbrink, Edwin P.

Hynes, William F.

Jarosz, Halina

Jasinek, Gertrude C.

Johnson, Herman F.

Dieckman, Christine

Disbrow, Mildred G.

Dorobiala, Stanley A.

Farina, Thomas J.

Fedosena, Ann M.

Jorgensen, Kristian N.

Jozefski, Gladys

Kamienski, Lottie

Klatt, George J.

Knudsen, J. Robert

Frangello, Lucille M.

Furlong, Marie C.

Gall, Lydia E.

Galla, Jeanette A.

Geiser, Veronika

Gennaro, Joseph

Giganti, Laura

Grossmayer, Nick M.

Hartman, Geraldine M.

Hellberg, Sally Ann

Lacesa, Yolanda

Latimer, Donald E.

Leipzig, Elmer W.

Lelito, Emily

Lempicki, Helen

Leonardo, Margaret

Lichtfuss, Elisabeth

Lochbihler, Mary G.

Lombardo, Andrew

Magani, Shierly M.

Mauro, Philip R.

Michalec, Leona E.

Migani, Shirley M.

Milas, Anne G.

Miller, Dorothy

Miodu, Renetta

Nardi, Frances

Nieosia, Josephine

Oliver, Oscar

Oster, Katherina

Paoli, Ida

Polnik, John

Rajewski, Eugenia

Sausser, Lawrence

Savinski, Frank L.

Stertoll, Grace L.

Schiller, Frances

Schneider, Maria and Stanislaus

Skoneczny, Teofila

Slupik, Mitchell

Smietana, Stanley J.

Sobelak, Stella

Szot, Stanley S.

Traczi, Natalie

Wahlquist, Bernard C.

Wasyliw, Peter

Wieczorek, John

Wojciechowski, Dolores

Ziegenhorn, Patricia J.

Zurzles, Mary

BY ALDERMAN NATARUS (42nd Ward)

Aarons, Joel

Abelson, Hope A.

Abrams, Edith Levy

Abrams, Marjorie E.

Abrioux, Carol A.

Adams, Trudi

Addis, David H.

Adelman, Corinne

Albano, Leona M.

Alekno, Helen E.

Allen, Elise

Allen, June

Allen, Sander

Alspach, Alma M.

Amschler, Alvin J.

Anderson, Doris T.

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NEW BUSINESS PRESENTED BY ALDERMEN

60699

Anderson, Shirley A.	Barker, Grace
Anderson, William A.	Barker, Paul
Annes, Susi	Barrera, Gloria R.
Anthony, Anna M.	Bartell, Jean A.
Applebaum, David	Bartelt, Joanne I.
Aranyi, Catherine	Baschnonga, Stephen
Aries, Marie L.	Basil, Edward
Armstrong, Edwin R.	Bass, Maraly
Armstrong, Joan D.	Bay, Dorothy F.
Arnstein, Samuel	Beall, Ingrid L.
Arterburn, Isabel	Beebe, Robert and Ruth
Asher, Helen	Behr, Elsa Jeane
Ashton, John B.	Behr, Mildred
Athey, Jean M.	Belcastro, Anna R.
Avichouser, Charles H.	Benesch, Beatrice B.
Aycock, Charline S.	Benjamin, Lillian R.
Ayres, Alice	Bennett, Marshall
Axelrod, Sidney H.	Berg, Max
Badgley, Elizabeth M.	Bergman, Ralph A.
Bailey, Robert L.	Berkson, Sadie
Baldwin, Rosecrans	Berman, Bennett
Banayan, Shamsi	Bernat, Louis
Barasa, J. Laurence	Bernik, Joseph

Bernstein, Kathy E.

Berthoud, Paul M.

Berz, Marvin S.

Beskin, Syril S.

Bielewicz, Bernice M.

Bigg, Joan L.

Billings, Arthur A.

Billings, Rita C.

Bilsky, Moses

Birkholz, Lillian V.

Birndorf, Beryl A.

Bisceglia, Ann

Bioff, Frances

Blankstein, Rosalyn

Block, Sidney

Bloom, Edward E.

Bloom, Marceline

Blue, Joan M.

Blum, Sanford

Blumberg, Elliott

Blumberg, Ruth H.

Blumenthal, Doris

Bodney, Dorothy J.

Boehm, Nathan H.

Boer, Angelique

Boganey, Yvonne J.

Bogolub, Mildred

Borello, Clara

Borenstein, Ben A.

Borgel, Margit C.

Bornstein, Ira

Borowitz, Gene H.

Borowitz, Joseph

Boshes, Adeline C.

Bowden, John W.

Bowden, Margaret A.

Boyda-Schickler, Helen

Boyden, Dorothy M.

Bozich, Michael S.

Bradley, George

Brady, Harriet B.

Brady, Hazel E.

Brahill, Lucille

Brandt, William E.

Brash, Lylus R.

Braudy, Florence M.

Braun, Saramae

Braune, Mildred M.

Breback, William J., Jr.

Brennan, Catherine

Brody, Rose A.

Broida, Miriam G.

Bronstein, Majbritt

Brown, Alice

Brown, Cecil T.

Brown, Donald D.

Brumback, Charles T.

Buckmaster-Taylor, Lu

Budwig, Samuel M.

Burbulis, Christine K.

Burditt, Barbara S.

Burke, Estelle N.

Burkin, Helen M.

Burnett, Patricia A.

Burns, Betty B.

Busch, Albert I.

Butler, Mary Ellen

Buttita, Carl

Buzzi, Anna

Byman, Helen O.

Cady, Barbara F.

Cahen, Daniel

Calhoun, Kathleen E.

Caliendo, Angeline

Callahan, Helen F.

Campione, Gladys B.

Cannon, Helen M.

Caprow, Naomi K.

Carb, Genevieve and Saul

Carey, William E.

Carroll, Jean

Carson, Veronica

Casella, James A.

Cechner, Robert A.

Cernok, Lillian M.

Chakiris, Kenneth

Childers, James

Chizewer, Esther

Chulock, Elaine A.

Cichon, Louis E.

Cipolla, Carl J.

Clark, K. Raymond

Clayton, Russell

Clingman, Ann

Clinton, Edward X.

Coane, Hillard

Coe, Ida

Coen, Thomas J.

Cohen, Harry

Cohen, Joseph J.

Cohen, Lillian

Cohn, Bernard

Cohn, Rosaline

Colangelo, Theresa

Conger, Dorothy L.

Connell, William M.

Conner, Berry

Conway, James L.

Conway, Jo Ann

Conway, John H.

Cook, Virginia L.

Cooney, Rita

Cooper, Bernard H.

Cooper, Ralph

Cooper, Shirley R.

Cooperman, Seymour

Coppersmith, Syliva

Corn, Milton W.

Costello, Richard E.

Craig, Nancy

Crain, Beatrice

Cronin, Jeanne M.

Cronin, Robert J.

Crowell, Patricia

Crowley, Patricia

Crowley, Rosemary A.

Culver, Sidney K.

Curlette, Robert

Curran, Lucille

Curth, Ruth A.

Cuzelis, Edward A.

Czike, Stephen F.

Dalessandro, William

Dandan, Khalil

Daugherty, Louise G.

Davies, Ann M.

Davis, Brooks and Elizabeth

Davis, Charlotte

Davis, Faye

Davis, Isobel

Davis, Jack

Davis, Samuel C.

Dawson, Robert T.

DeCoster, Lucille

Deeb, Naima

Deegan, Rosemary P.

Del Chicca, Lillian E.

Delevitt, Billie Dale

Deligher, Albert

del Rosario, Teresa

Denniston, Marion F.

Desanti, George

Detuno, Joseph E.

Diengott, Frances R.

Dienhart, John W

Dillon, William A.

Distenfield, Sarah

Doetsch, Virginia L.

Don, Nora

Dopichay, Willi

Dordick, Isadore

Dorfman, Ethel

Douglas, Marjorie

Dowd, Mary K.

Drapekin, Marion I.

Dray, Sheldon

Drell, Charlotte

Drewry, William P.

Dreyfuss, Elsbeth

Dry, Faye

Dry, Florence

Dunbar, Dorothy Hale

Dunne, George

Dunne, Nena Brillantes

Dunsky, Pauline

Dutton, James

Dyrek, Frances

Eardley, Catherine B.

Eaton, Donna

Edelstein, Marian L.

Edlis, Estelle

Edlis, Stefan

Egel, Paul M.

Ehrlich, Danuta

Ehrlich, Fanchon

Ehrlich, Jack

Ehrlich, Reed N.

Eisenberg, Karl S.

Eisendrath, Edwin W.

Elman, Irwin M.

Elson, William B.

Engle, Charles A.

Engle, Marie A.

Epstein, Joan H.

Epton, Audrey

Erickson, Irma A.

Ericson, Margaret M.

Esko, Irwin

Ettelson, Robert G.

Evans Sr., Earl A.

Evans, John V.

Fainman, Selma

Faldet, Burton

Fallon, Ray C.

Fegenhols, Ann F.

Feiber, Nan G.

Feigen, Frank

Felber, Milton

Feldman, Helen F.

Feldman, Ruth

Feldman, Stanley

Ferdinand, Betty

Ferris, Mary C.

Ferry, Audrey

Feuerstein, Seymour

Figueroa, Catherine H.

Fink, Louise G.

Fischer, Ruth S.

Fischer, Sylvia D.

Fisher, Gloria B.

Fisher, Herbert H.

Fisher, Jack

Fitzgerald, Mildred C.

Flory, William N.

Fogel, Donald

Foley, Genevieve

Ford, Phyllis

Foster, Blanche M.

Foster, Eleanor F.

Fox, Harry

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NEW BUSINESS PRESENTED BY ALDERMEN 60705

Frame, Ruth

Franché, Virginia E.

Franke, Richard J.

Frazer, William H.

Frazier, Dolores T.

French, Joan S.

Frey, Charlotte

Friedman, David

Friedman, Irys

Friedman, Lawrence D.

Friend, Dorothy

Fryer, Charles M.

Gallo, Genevieve

Galowich, Leah

Gardner, Carole

Gardner, Howard

Gardner, Mary B.

Garmisa, Estelle

Gast, Mary F.

Gavatin, Ester

Geisenheimer Edwin D.

Gelbin, Matthew A.

Genesen, Louis

Gentile, Ann I.

Gentry, Ruth C.

Geocaris, George F.

Geocaris, Niki

Georgouses, Phillip N.

Gerber, Ann

Gibson, Frances M.

Gidwitz, Jane

Gifford, Marian J.

Gillespie, Frank J., Jr.

Gilloon, Elinor

Gingiss, Benjamin J.

Giuntoli, Lenore

Gladstone, Albert

Glaser, Marjory

Glassell, Don L.

Glazer, Patricia M.

Glick, Joel

Glickman, Annette

Gluth, Robert C.

Gniewek, Paul

Goettsch, Carlyn E.

Goff, Dorothy W.

Golan, Joseph

Gold, Jerome J.

Gold, Myra F.

Goldberg, Berdene

Goldberg, Harriet B.

Goldblatt, Bernice

Golden, Margaret

Goldenberg, Henrietta

Golden, Norma

Goldstein, Arnold D.

Goldstein, Bernard

Goldstein, Clarice

Goldsteine, Sylvia

Goldstine, Lillian

Goldstine, Ruth

Goodhart, Jerome

Goodman, Robert L.

Gordon, Allen M.

Gordon, Berenice

Gordon, Herbert

Gordon, Sydney S.

Gorman, Thomas

Gotskind, Ruth

Gottlieb, Evelyn

Gould, Louis

Grant, Joseph S.

Grassi, Joseph X.

Grauman, Gladys

Grava, Donald W.

Gray, Richard

Green, Majorie L.

Greenan, Kathleen M.

Greenberg, Jean

Greene, Evelyn R.

Greenfield, Paul J.

Grinker, Roy

Grosby, Audrey

Gunzburg, Shirley W.

Gurvey, Roy

Guthman, Leo S.

Gutman, Lucille

Guttman, Sally M.

Haack, Louise B.

Haas, Lois

Hammer, Ira M.

Hammerman, Charlotte

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NEW BUSINESS PRESENTED BY ALDERMEN 60707

Hammerman, Laura

Hampton, Robert W.

Handelman, Marian

Hanes, Georgia P.

Hanna, Betty

Hannema, Philip A.

Hanson, Bonita

Hapner, Ruth J.

Harper, Alice H.

Harrigan, Donna R.

Harris, Irving

Harris, Joan W.

Harris, Marjorie R.

Harrison, Leo M.

Harrison, Stanley

Hart, Howard

Harvey, Evelyn L.

Haug, Elsie

Hauslinger, Morton

Hausman, Evelyn P.

Haverkamp, Frances

Hayes, Clara

Hazlett, Catherine

Hedrick, Gale H.

Heenan, Thomas W.

Heiman, Robert S.

Helford, Rosaylin

Hellerman, Don V.

Hensler, Alvera M.

Herbert, Antonia

Hermann, Esther

Hersch, Clarice

Hersh, Jerome L.

Hershenson, Sadie

Hesh, Maria

Heskett, Mildred

Hess, Sidney

Hewitt, Dolores H.

Hilder, Faye

Hill, Dorothea

Hill, Mercedes

Hill, William H.

Hillmer, Shirley

Himmel, Maggie

Hirsch, George D.

Hoehn, Gerald L.

Hoffman, Marie

Inouye, Tohru

Hoffmaster, Jean

Ireland, Lily

Hogan, Kathleen

Irwin, Dorothy A.

Hogan, Rebecca C.

Islinger, Clarence

Hogeorges, William

Jacker, Lisette

Hollander, Marshall

Jacobs Jr., Edward

Hollemans, William C.

Jacobs, Joan

Holzman, Bernard S.

Jacobson, Arent J.

Homer, Shirley J.

Jaffee, Leon S.

Hooper, Ruth R.

Jalass, Lillian

Hoppe, Audrey L.

Jarolim, Carl

Hopson, Margaret R.

Jarzebska, Danuta

Hornby, Doris

Jasinski, Perihan

Hornik, Mildred

Jensen, Christine M.

Horwich, Franklin

Jensen, Lola Aileen

Horwitz, Marian

Johnson, Phyllis A.

Huang, Marie K.

Johnson, Walborg E.

Hummer, William B.

Jones, Robert W.

Hunt, Grace K.

Joseph, Albert

Hunter, Virginia R.

Joyce, Joseph T.

Hurst, Sally P.

Jozaitis, Mary B.

Hymon, Irving M.

Kadinger, Margjorie

Imarisio, John J.

Kagen, Irving

Kagen, Maynard I.

Kamerman, Helen

Kanefield, Albert

Kaplan, Carol

Kaplan, Isabelle

Kaplan, Mandall

Kaplan, Rose

Karedis, Johanna

Karel, James

Karlin, Alvin

Kasmirs, Rita

Katz, Ann

Katz, Harry

Kaufman, Jo Ann H.

Kaufman, Marilyn

Kaufman, Tyrus L.

Kavka, Jerome

Kawamura, Sueko

Kaye, Mabel

Kearin, Anita M.

Keeley, William, Jr.

Keig, Susan Jackson

Kelly, Rose M.

Kennedy, Jane

Kenoe, Henry

Kerman, Alma

Kern, Helen

Kernahan, Elizabeth

Kerner, Oliver

Kester, Max

Kidston, Alan R.

Kienlen, Louis J.

Kiewe, Ruth

Kiley, Virginia E.

Kilpatrick, Mary Ellen

King, Neil J.

Kirchschlager, Mary Anne

Kiven, Norman M.

Klempner, Jack M.

Kliska, Bernard

Kloak, Goerge

Knox, Marion F.

Koffler, Blanche

Kohn, Kate

Kolb, Julia C.

Kolkey, Gilda

Kolos, Mary

Kolssak, Stanley

Kostman, Milford

Kotar, Ruth

Kovacevic, Radoslav

Koval, Leonard W.

Kramer, Dalla P.

Kramer, Peggy

Krasnow, Florance

Kraus, Paul L.

Kretske, Harriette S.

Krohn, Neva

Krolik, Paul P.

Krugly, Dolores E.

Krumholz, Mary L.

Krzeminski, Josephine

Kuchnecki, Zdzislaw

Kuchuris, Frances

Kuhlmann, Duska

Kuhn, Helen T.

Kulbarsh, Beverly

Kulis, John C.

Kupferberg, Irving

Kurcz, Leonora

Kurland, Genevieve

LaChiana, Andrew

Lampe, Evelyn J.

Landman, David

Lang, Libby

Lang, Roy

Lannon, Jacqueline

Lansky, Joseph

Lansky, Joseph

Lanzillotti, Gian M.

Lapinsky, Sadie

Larson, Claude and Edith

Larson, Nancy C.

Lauter, Charolette S. G.

Lavaty, Elizabeth A.

Lavezzozio, Tina

Lavin Inez

Lavin, Marshall R.

Lawrence, Bessie F.

Lawrence, Rita and Donald

Lawson, Albert T

Lederer, Esther P.

Lee, P amela

Leisz, Florence

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NEW BUSINESS PRESENTED BY ALDERMEN

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Lemke, Regina

Lerner, Isadore

Lerner, Louis

Leser, Henry J., Jr.

Lessman, Ida O.

Levenberg, Jerome

Leventhal, Seymour

Levin, Albert

Levin, Lewis

Levin, Libby

Levin, Martell

Levy, Ann Magad

Levy, Ethel

Levy, Gerald

Levy, Roselyn

Lewis, Helen

Lewis, Robert F.

Lichard, David

Lieberman, Richard

Lieberman, Sylvia

Lifchez, Zack

Lineberger, Norma

Lipman, Selma M.

Lipschultz, Gloria

Liss, Clara F.

Litt, Shirley

Littler, John F.

Litvak, Ruth M.

Lobo, Carmen M.

Logan, Reva

Lomastro, Richard

London, Jean

Long, Robert E.

Lopardo, Eleanor H.

Lorig-Brownstein, Pauline

Lotts, Lura M.

Louer, Susan S.

Lovett, Leonard C.

Lowenstern, Edward

Lund, Theresa H.

Lundquist, Carmella

Lurey, Beverly

Lynn, Gilbert

Mack, Gertrude

Mackey, Mary M.

Madrzyk, Marie

Mages, Rita R.

Maier, Phyllis

Malnati, Donna M.

Manasse, Dorothy

Mandel, Martha P.

Manfredi, Harold

Mankarious, Neal S.

Mann, Belle

Mann, Gertrude A.

Mann, A. Harry

Mann, Marilyn L.

Manning, Kent R.

Marcus, Lorraine

Markoff, Paulette

Markman, Frances

Marks, Lucile M.

Markovitz, Marion

Markovitz, Nellie

Marsch, Rose

Marsh, Eleanor

Marshak, Davida F.

Martin, Charles

Martin, Douglas D.

Martinec, Emil L.

Mason, L. Camille

Massaro, Robert J.

Masters, Joan Corey

Maurello, Carl

McCaslin, Geraldine

McDonall, Janice

McClory, Marian B.

McCormick, James E.

McCracken, Joan H.

McCurry, Margaret M.

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NEW BUSINESS PRESENTED BY ALDERMEN 60713

McElligott, John A.

McKinsey, Elizabeth

McKugo, Eileen

McMahon, Donna J.

McNeil, Ethelyn

Medow, Arthur

Medow, Phoebe

Meister, John R.

Meitus, Paul

Melin, Sally

Mell, Bella

Menashe, Lillian

Mendelsohn, Howard

Mendelsohn, Lena

Mendelson, Rhoda

Meltzer, Zelma

Mertz, Donald J.

Mesirow, Shirley

Messe, Dena F.

Meves, Vera P.

Meyer, Beverly M.

Meyer, Lee F.

Meyers, Rose

Meyerson, Marion R.

Michals, Eleonora

Miller, Florence

Miller, Harold B.

Miller, Ira

Miller, Louis

Miller, Sheldon P.

Miller, William

Miner, Charles L.

Minneci, Georgia

Minta, Eugenia E.

Mitchell, Delores

Montell, Shelby L.

Moreno, Martina J.

Moroney, Thomas J.

Morrison, Naomi

Moss, Charles J.

Much, Joseph

Mulligan, Hugh E.

Murtaugh, James J.

Myhrum, Margaret

Nachman, Norman H.

Nadus, A. Brondell

Narrood, Gloria

Nason, Ronald T.

Nathan, Elizabeth

Nathan, Harriet B.

Nathenson, Charlotte

Naylor, Charles W.

Neims, Dr. Irving

Nelson, Mae

Nessif, Ruby

Neterowicz, Eleanora

Neuberg, Leroy

Neuert, Paul C.

Neuman, Lawrence

Newman, Belle

Newman, Frances

Newman, Muriel K.

Nilsen, Lorraine E.

Novak, Helen E.

Nudelman, Alvin

Oaks, Violet E.

Oates, James F.

Ogle, Margery S.

O'Keeffe, Catherine

Olin, Larry G.

O'Malley, Patrick L.

O'Meara, William L.

O'Neill, Addie

Opolinsky, Stanley I.

Oppenheim, Mary G.

Orwin, Franklin

Osborne, David

Ossoff, Harry

Oster, Morton H. Peters, Alan

Perez, Alan

Petlitzer, Betty B.

Pflaum, Shirley B.

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NEW BUSINESS PRESENTED BY ALDERMEN 60715

Newman, Marian G.

Pachman, Vivian A.

Page, Georgia

Palmer, Karl R.

Panici, Virginia

Panko, Stephen M.

Panos, Marian C. and Angeline
Caruso

Panter, Irwin

Parker, Margaret O.

Parker, Naomi Klair

Parsons, Arrand

Passman, Alvin S.

Paul, Albert W.

Peck, Donald V.

Peck, Emmett J.

Pellar, Louis

Pennisi, Audra E.

Perna, Madeline

Perkins, Kenneth W.

Perry, Audrey

Petak, Hymen

Philipsborn, Thomas D.

Phillips, Edward

Phillips, Lila

Piazzzi, Gloria

Pick, Ruth

Pirie, Jean

Plambeck, Eunice

Polacek, Kathleen

Polos, Patricia

Pomaranc, Sophie

Pontarelli, Raymond

Popeil, Eloise L.

Posner, Elizabeth H.

Pottage, John C.

Poulos, Nick

Powell, Bert

Powers, Nancy R.

Preble, Robert C., Jr.

Price, Harry H.

Price, Louis

Priest, Dennis F.

Priester, Helen

Prio, Frances M.

Pritikin, Marvin E.

Pritzker, Jay and Marian

Pucci, Lawrence

Querfeld, Christine

Radko, Theresa

Rafilson, Evelyn A.

Ragins, Adele

Ratajack, Chester

Rathke, Kenneth E.

Ratner, Gerald and Eunice

Ratner, Harriet

Raven, Norma

Raymond, John J.

Read, Helen J.

Reed, Marjorie

Reich, Steve and Margrit

Reiffel, Evelyn L.

Reshkin, Jerome

Rest, David

Rice, Dorothy K.

Rice, Duane

Richards, Joan

Riffner, Anna

Ring, Patricia F.

Ritsos, George T.

Robb, Barbara H.

Robinson, Mondo S.

Rogers, Eugene J.

Ronk, Robert

Rootberg, Philip

Rosen-Edes, Claire

Rosenbaum, Gabriella

Rosenberg, Norma K.

Rosenmutter, Mildred

Rosenthal, Jerold I.

Ross, Sol

Roth, Monroe

Rothe, Edward W.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60717

Roviaro, Vivian

Rubenstein, Jean

Rubin, Vera G.

Ruderman, Dorothy

Russell, Maynard

Ryan, Angela A.

Sachs, Jean

Sage, Josephine

Sager, Gerald

Saidak, Robert S.

Sakai, Henry

Salk, Mildred

Salomon, Melvin B.

Saltzberg, Gerald B.

Samans, Cecelia

Samowitz, Stanley C.

Sampson, Claire

Samuels, A. Sue

Sandberg, Alice L.

Sanger, Elaine J.

Sarabia, Antonio

Saunders, Gertrude V.

Sax, Arline B.

Schaffner, Lillian

Schale, Florence C.

Schaller, Leonard Ceil

Schatz, Martin

Schear, Lucille

Scheffler, Milton M.

Schick, Rosemary

Schiff, Harold

Schiller, Sidney S.

Schlessinger, Shirley E.

Schlossberg, Devorah P.

Schmidt, Robert B.

Schmitz, Robert L.

Schneider, Joseph

Schoenberg, Irene T.

Schoenbrod, Barbara

Schoenstadt, Ben

Schrager, Elsa

Schulman, Esther N.

Schwab, Genevieve

Schwartz, Edward H.

Schwartz, Muriel H.

Schwartz, Norman

Schwartz, Shirley

Schwechter, Arnold

Schwerson, Esther

Scribnick, Sanford

Seeboeck, Edwin

Segal, Marshall

Segall, Shirley L.

Selan, Kate T.

Selfridge, Frederick

Sennot, Ingeborg H.

Serafinas, Adel

Shales, Evelyn

Shallow, Michael N.

Shankman, Jacqueline H.

Shanoff, Audrey F.

Shanoff, Rose M.

Sharon, Arie

Sharp, Charles D.

Sheehan, Mary C.

Sheldon, Carol

Shelley, Arlene

Sher, Harry

Sherer, Carroll

Sherman, Letty Jo

Shields, Flora and Alvin

Shlaes, Ruth

Shore, Jack

Shorr, Philip C.

Shroyer, Mary

Shughrou, Patricia

Sideman, Ardyth

Siegel, Helen

Siegel, Lois B.

Siegel, Mandel

Sievers, Ronald

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN

60719

Sikokis, George P.

Sodaro, Albert J.

Silberman, David Jr.

Sol, Phillip

Silverman, Faye

Solomon, Edna

Silverman, Martin L.

Sopcich, Peter J.

Silverman, Nettie R.

Sowa, Stanley J.

Simonian, George S.

Sparano, James W.

Simons, Howard L.

Spiegel, Frances

Sincere, Lois

Spielman, Ralph

Singer, Honore

Spivak, Irving

Sinn, Helen M.

Springer, Eleanor V.

Siragusa, Ross

Sproesser, B.B.

Skirow, Miriam

Sproesser, Nils

Smart, Kathryn J.

Star, Zelda

Smith, Fern

Stark, Mildred

Smith, George

Steadman, Glynn R.

Smith, Jean

Stefanik, Florence I.

Smith, Joseph M. Jr.

Stein, Benjamin

Smith, Ralph J.

Stein, Edward B.

Smolka, Jerry A.

Stein, Jane K.

Soans, John D.

Stein, Letty

Stein, Miriam

Steinkamp, Edith D.

Stenhouse, Wallace J. Jr.

Stenn, Florence

Stern, Martin R.

Stern, Shepard

Sternfield, Lucile

Stevens, Doris L.

Stevens, Marzalie

Stevens, Viola B.

Stiefel, Jeane G.

Stillman, Joyce A.

Stitzberg, Robert

Stojanovic, Christa M.

Stone, Lorraine M.

Storako, Jeanette J.

Strang, Eileen L.

Strasburg, Harry

Strauss, Jerome F., Jr.

Stroba, Dorothy E.

Summers, Alan

Superfine, Edwin A.

Sutton, Arlene H.

Swanson, Robert W.

Sweet, Bernard

Swirski, Mieczyslaw

Taft, Mary A.

Taman, Lewis

Tannenbaum, Philip

Taradash, Betty Lou

Tarre, Marshall

Tarun, Donald W.

Taub, Robert G.

Taylor, Bill S.

Taylor, Dolores D.

Tepper, Norman N.

Tew, Eileen L.

Thomas, Lawrence W.

Thomison, Leo

Thompson, Mary T.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60721

Thornton, James D.

Vallos, Christine

Tice, Robert D.

Van Sickle, Violet M.

Tiefenbronner, Henry H.

Varellas, Eve E.

Tiernan, Patricia A.

Verner, Kathryn

Timberlake, Barbara

Vesselinovitch, Dragoslava

Tinsley, Phyllis

Wagner, George J.

Tkach, Kathryn I.

Waite, Ruth A.

Tresley, Jack

Walsh, Oneta B.

Tribby, Ilse I.

Walters, Florence M.

Tripp, Marian B.

Waltzer, Helene S.

Trocky, Rolland

Ward, Joseph M.

Troka, James

Warshauer, Sidney

Tropp, Daniel and Maxine

Watson, Lyman W.

Trottman, William

Waxman, Honey

Trulis, Rose

Weibleler, Clara B.

Tuber, Lauraine K.

Weil, Kate L.

Ueda, Osamu

Weinblum, Max D.

Ukman, Alvin

Weiner, Morris

Urkov, Pearl

Wienfield, Edwin E.

Valentino, Marie

Wiengart, Hilda

Weinstein, Enid

Weinstein, June A.

Weisbard, Samuel

Weiss, Alex

Wells, Betty

Wells, James M.

Wendorf, Herman

Werd, Dorothy A.

Wessel, Sam

Westcott, Robert F.

Wexler, Carole

Wexler, Lenore L. (2)

White, Edward M.

White, Evelyn R.

White, Ida

White, Ilse

White, James R.

Whitfield, Allan

Whiting, Willie

Whitley, Alfred C.

Wilder, Phoebe A.

Wiley, Ruth

Will, Howard C.

Willett, Phylliss

Willhoite, Betty

Wineburgh, Leonard

Winternitz, Ruth

Wishnick, Maxine

Witherell, Elisabeth

Witkin, Gertrude

Wolf, Sherman H.

Wolff, Gladys

Wolfram, Elfredal L.

Wolin, Leon

Wolkonsky, Peter

Wong, Peggy

Woodward, Morton

Wright, Mary K.

Wynn, Gladys

Yassinger, Marbeth

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60723

Yonover, Melva

Young, Flave

Yungmeyer, Elinor

Zahn, Frieda

Zannis, Anthony

Zarbin, Jean

Zeisler, Edith

Zelenka, Harriet E.

Zenoff, Dorothy

Zepell, June G.

Ziebold, Paul

Ziff, Marion D.

Zimmerman, Hazel G.

Zivin, Alma

Zolotow, Morton

Zuckerman, Morris M.

Zysman, Mildred

BY ALDERMAN HANSEN (44th Ward)

Abarbanel, Bessie

Abrams, Martin W.

Altus, Esther

Avrutine, Arnold H.

Baim, Genevieve

Ballis, Bernice

Barbantini, Constance

Barkan, Melvin

Baskin, Louis

Bauer, Carl A.

Becker, Esther

Belcove, Fred M.

Bondy, Jennie

Borison, Edith R.

Boshes, Louis

Branch, Olive A.

Brandt, Martha and Hermina

Breyer, Rose Ann

Brode, George

Bromberg, Charlotte N.

Brouwer, Patricia

Burman, Kay

Buslik, Lee

Campbell, Doris B.

Berky, Marcie

Bernberg, Nate

Bernstein, Marvin

Bianco, Emily

Bliss, Sarah

Bloom, Evelyn L.

Bloomberg, Ruth

Blumenthal, Toby

Bluttler, Melvin

Bogot, Miriam T.

Bolling, Gladys V.

Coty, David

Coyne, Erwin

Crandus, Harold D.

Croisant, Terese

Cross, Davina

Daugirdas, George S.

Deffenbaugh, Victory

Deroose, Albert and Grace

Desoto, Oscar

Dewar, John A.

Dima, Anthony

Dobrin, Al

Chapman, Louise

Chuckerman, Irwin E.

Clonick, Theresa B.

Coffler, Mollie

Cohen, Henry

Cohen, Norman

Cohen, Taudée

Collins, Morris

Colton, Ralph F.

Cooper, Louise

Cooper, Sheldon

Eisenberg, Jack

Eisenberg, Leonard J.

Ellefson, David W.

Engel, Frida

Epple, Elisabeth

Evans, Arthur

Feinberg, Estyr

Feldman, Lillian

Fields, Norman H.

Fineberg, Ruth R.

Fink, Mary

Fishman, Marilyn

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60725

Dombrowski, John W.

Fitzsimmons, Jayne M.

Dooley, Barbara

Flood, Shirley

Dooman, Daisy

Foley, John J.

Dosmar, Tamara

Frank, Katherine M.

Drase, George

Freeman, Allen

Drebin, Dorothy

Friedman, Leonard D.

Dregosh, Amelia

Fritz, Wilma

Driskell, Evelyn

Fuhrer, Richard J.

Due, Verna

Gadiel, Renee

Eastline, Richard

Galler, Bernice

Edelson, Rose A.

George, Mattina E.

Edsen, Ralph R.

George, Mildred L.

Gershon, Beatrice

Haas, Dorothy F.

Gerson, Betty

Haas, Shirley

Gerstein, Ethel

Haber, Rita R.

Gersten, Deborah

Harris, Ferne

Gertz, Frances

Hartman, Harold

Geyer, Glen

Hartman, Melville

Gittelsohn, Leonard A.

Heffner, Phoebe

Globis, Walter P.

Hein, Charlotte M.

Goldman, Albert

Hene, Harriett

Goldstein, Jacob

Henikoff, Sylvia

Goldstein, Sidney J.
Goldstone, Adrienne J.
Gomberg, Max
Gordon, Mary D.
Gordon, Jerome S.
Gorin, Marian
Graff, Mildred F.
Graven, John
Gray, Mary D.
Greenblatt, Seymour
Greene, Ruth
Groupe, Irwin
Haas, Anita and Bepalow, Lillian

Heuerman, Donald
Hillman, Ellen
Hilton, Kay
Hirsch, Florence K.
Hoffman, Dolores
Hoffman, Roslyn
Hofman, Ann
Holtzman, Max
Holtzman, Oscar
Irion, Frank M.
Jacobs, June M.
Jajko, Carlyle J.
Kaiser, Fred

Kanter, Donald H.
Kanter, Edward A.
Kanter, Jack
Kapche, Mable
Kaplan, Sam D.
Karp, Fran A.
Katz, Robert R.
Kaufman, Jean P.
Kaufman, Josephine

Landsman, Harriette K.
Lange, Otto F.
Lauren, Bernard
Lazarus, Monte and Lois
Lennon, Maxine I.
Lenow, Martin
Leon, Harold
Letwin, Irving
Levin, Arnold

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60727

Kaufman, Leonard J.

Kendle, Burton

Kent, Maurice A.

Kessler, Elaine

Klitzky, Mark

Kolen, Gladys

Konrath, Frank

Korman, Jack

Kraus, Catherine

Kravits, Jeanne H.

Kreenberg, Norman

Krivo, Marcia

Krneta, Jovo

Kwasteniet, Peter N.

Levin, Faith

Levin, Henrietta

Levine, Aaron

Levitan, Sidney

Lichterman, Doris

Lichtman, William

Lindauer, Kaete

Lippi, Lido

Lippman, Beverly R.

Lirtzman, Lawrence

Liss, Sylvia

Lockhart, Franklyn

Loewy, Arthur

Logan, Cyrel

Long, James R.

Long, Lillian S.

Lubin, Tillie

MacDonald, Andrew D.

Mail, Betty

Martin, Kris

Matfield, Jacquelyn A.

Mazurek, Louise M.

Morton, Irene

Nahm, Bernard

Nassau, Ruth

Newburger, Erna

Newman, Emmett J.

Nocun, Ursula

Noskin, Ruth

Olshansky, Ruth

McGuigan, John R.

Meisel, Joseph

Meister, Sarah L.

Menken, Hansi

Meyer, Allen H.

Meyer, Shirley

Meyers, Ben

Miller, Bernard I.

Mintz, Harry

Mirsky, Dorothy

Moch, Rose

Moll, David

Morreale, Yvonne L.

Morris, George

Morros, Joseph L.

Preskill, Jerry A.

Pressman, David

Raban, Frances

Radavicius, Judzas and Erika

Randall, Charles

Randall, Ruth K.

Rapaport, Melanie

Oster, Charlotte A.

Oxley, Frances E.

Ozoe, Ray

Pagogne, Mimi

Parnell, Ellen L.

Peckler, Florence

Petoney, Maria J.

Perlow, Bertha

Perres, Ike L.

Phillips, Peter P.

Pitcher, Joann A.

Plotnick, Mary

Polikoff, Bernard

Pomerantz, Marcia

Ponitch, Max

Sagalovitch, Hadassah

Saibe, Bruce A.

Sajdera, Norbert

Saks, Anna

Salzenstein, Marvin A.

Samburs, Marion

Samuels, Iris

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60729

Reicin, Frank

Reinsissel, Alex

Reynolds, Mary T.

Reimann, Marta

Riebandt, Chester

Rife, Shirley C.

Rimland, Lillian

Robinson, Irwin

Rockwell, Dorothy

Rose, Roberta B.

Rosenthal, Maurice

Ross, Gertrude

Roth, Nathan

Rozycki, Sophie

Rubin, Lois

Ruddy, Edna M.

Sandler, Bette

Sandlow, Pearl B.

Sauvat, Pierrette E.

Schain, Jean

Schechtman, Hyman C.

Schechtman, Julius

Schiller, Beatrice

Schlegman, Seymour

Schneider, Reva P.

Schoen, William

Schroeter, Joan G.

Seaman, Ruth

Searle, Richard E.

Seelman, Blanche and Florence
Greenberg

Segal, Donald W.

Seltz, Evelyn

Sennott, Margaret T.

Shapiro, Georgia

Shapiro, Wallace

Shayne, Irwin

Sher, Maurice

Synchef, Rena J.

Syslo, Stanley J.

Taft, Katherine D.

Taustein, Harold

Taxey, Esther S.

Silverman, Gussie G.

Simpson, Gladys L.

Slaton, Pearl

Slowik, Julia

Smith, Keith C.

Soble, Milton and Rosella

Sola, Melvin

Specter, Gerald S.

Spiegel, Jack and Ruth

Spier, William

Spiwak, Jerome

Stearn, Kenneth

Stein, Sylvia

Stenn, Sherwin

Stevenson, Rachel

Stone, Joseph

Straus, Isabelle C.

Swee, Maurice

Tebo, Albert R. and Edith J.

Tessler, Edyth

Tobor, Samuel

Tovin, Jack D.

Taylor, Mary

Treffman, Joyce

Tudor, Jean

Tulsky, Alex

Tuntland, Charlotte

Ungar, Irving

Vargo, Elizabeth

Venson, Lily

Victor, Ruth

Vlahandreas, Ted

Wales, Carolyn

Wasserman, Shirley

Watson, Jessie

Watts, Evadean

Weinberg, Joseph

Weiner, Beverly J.

Weinstein, Sylvia

Weisman, Eugene

Weiss, Imrich A., M.D.

Wineerg, Julius J.

Woldenberg, Vera

Wolkv, Anne

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60731

Worth, Marcia

Zeitler, June E.

Yonan, Marie

Zelitzky, Alvin

Yoskowski, John

Zenner, Jeanette

Zaret, Frances G.

Zisook, Harold

Zatz, Shirley R.

BY ALDERMAN LEVAR (45th Ward):

Stone, Bernard

BY ALDERMAN M. SMITH (48th Ward)

Aronson, Mauriel L.

Koh, Tong-He

Brent, George W.

Levin, Helen

Breting, Donal L.

Losch, Linnea H.

Brinkman, Roger B.

Mendelsohn, Alfreda A.

Chasen, Fred

Nelson, George F.

Coleman, Shirley

Palmer, Marian R.

Fine, Milton

Perez, Eurico

Greco, Dorothy M.

Schaefer, John W.

Hemmings, Florine S.

Schectman, Lawrence D.

Huntowski, Daniel L.

Seabrook, Sue H.

Jaffe, Sam B.

Simich, Emil

Kahn, Ben

Stone, Betty

Klain, Ruth

BY ALDERMAN STONE (50th Ward)

Abraham, Noella

Abramchik, Michael

Ackerman, Paul

Adelman, Ruth

Akwa, Evelyn C.

Albrecht, Sidney J.

Alpern, Fred

Altkorn, Richard

Ament, Sidney

Ander, Rose

Aron, Harry

Ashman, Albert

Askounis, Homer J.

Atlas, Johan

Bachrach, Leo A.

Bahrmasel, Martha

Balabanos, Ann

Ball, Donald R.

Bannor, Norman L.

Barad, Herman

Baum, Hilda

Bekowsky, Sylvia

Benveniste, Jack

Berg, Toby

Berger, Nathan

Bergman, Charlotte

Berkley, Bess A.

Berkow, Harold

Berkovitz, Ethel

Berkowitz, Jeanne G.

Berman, Jeanette

Bernover, Mollie

Bernstein, Sidney M.

Bernstein, Sylvia T.

Bierman, Julius

Blaustein, Isaac

Blitstien, Al

Block, Harold

Blonder, Rosalie

Bloom, Hildred L.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60733

Barbato, Florence A.

Baskovitz, Diana

Battner, Szymon

Blumen, Sidney

Blumenthal, Geraldine R.

Blustein, Helen S.

Blutman, Kay C.

Boyer, Esther

Bravinsky, Emmanuil

Bressler, Sylvia

Brodsky, Raymond D.

Brodsky, Sylvia

Brown, Fredric D.

Bruski, Herman

Buchbinder, Paulette

Buckman, Morris

Burd, Simkha

Burg, Esther

Burnstein, Evelyn

Canoff, Shirley

Bloomberg, Victor

Blue, Daniel

Blum, Eva

Codell, Rosalie E.

Cohan, Frances F.

Cohen, Bernice G.

Cohen, Elsie A.

Cohen, Pearl J.

Cohen, Sally

Cole, Sally

Collins, Shirley J.

Colman, Milton

Cote, Marilyn A.

Cowell, Mary M.

Craig, Thomas

Cristol, Martha

Critchfield, Wallace E.

Cutler, Rose

Cynman, Sam

Davidson, Louis A.

Chaden, Charles B.

Delott, Sam

Chaimovitz, Dorothy

Deitch, Cella

Chaness, Dena H.

Dennen, Norma

Chausow, Lillian

Diamond, Shirley

Chudnow, Irene

Dobbs, Eugene

Cistaro, Eugene J.

Dubinsky, Leo

Cizek, Samuel

Duchen, Shirley

Clooback, Gloria

Dunn, Louis

Dushkin, Galla A.

Fine, Julia

Dworkin, Elaine J.

Fine, Max

Eagle, Frieda

Fingerhut, Paula P.

Edelheit, Arthur

Fioretti, Frances

Edelstein, Isadore

Fischer, Marie M.

Ellis, Daniel

Fleishman, Ben

Ellison, Irmgard R.

Fox, Magdalena

Ells, Roy R.

Fox, Noah I.

Emerson, Nathan

Frank, Vivian

Emmerman, Anne

Frankel, Leona

Emmerman, Dorothy

Franklin, Maurice

Epstein, Beatrice

Freeman, Sussie

Ernst, Dorothy

Friedman, Belle

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60735

Esch, Elaine

Estes, Myra K.

Faigen, Naomi

Farkas, Samuel

Fefer, Leon

Feldman, Clara

Feldman, Hyman

Feldman, Ruth

Feldman, Sophie

Feldstein, Harold

Fellerman, Sherrell

Gassner, Irving H.

Gerson, Ben

Gertz, Gwendolyn

Gilfand, Fay

Gilman, Sally

Gitler, Arthur

Glickman, Dorothy

Glustoff, Evelyn

Golan, Bertha

Gold, Charles

Friedman, Eileen

Friedman, Mildred T.

Friedman, Nettie

Funtowitz, Sol

Furie, Leo M.

Galter, Flavia

Gama-Lobo, Rose

Garenny, Gerda

Garfinkel, Grace

Garver, Juliet

Garvey, Sadie

Griffin, Rita M.

Groner, Lillian

Gross, Herman

Gross, Lillian

Grossman, Sara

Grotz, Genevieve M.

Guysenir, Maurice G.

Handzel, Florence

Harris, Al A.

Hauptman, Jack

Gold, Esther

Gold, Shirley

Goldberg, Herberet

Goldberg, Marian

Goldberg, Sylvia

Goldfarb, Nathan

Goldfein, Edwin

Goldman, Ida B.

Goldman, Leah

Goldman, Lilyan

Goldman, Nathan

Goldman, Shirley

Goldman, Sylvia

Goldstein, Ida

Goldstein, Ruth

Golomb, Samuel J.

Golub, Sylvia L.

Golzfarb, Kisel

Gomberg, Lois

Goodman, Alvin L.

Goodman, Anne

Gordon, Evelyn

Hazan, Albert

Hegg, Dorothy

Heidelberger, Robert

Herckis, Jack

Herst, Leonard

Hertzberg, Syril

Herz, Margot

Hesselberg, Louis

Hetland, Elvira

Hlinomaz, Vlastimil and Anna

Hodapp, Philip H.

Hoffman, Edith

Hoffman, Robert

Holland, Belle S.

Holland, William S.

Holtzberg, Rae

Horner, Margaret L.

Horvitz, Doris

Horwitz, Anne

Horwitz, Morris

Howard, Adele

Hyson, Norma E.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60737

Gordon, Flora

Irwin, Clarisse

Gordon, Mayer L.

Isen, Joe J.

Gordy, Gertrude

Ishida, George

Gosenski, Joan C.

Itkin, Zelda

Goss, Myrtle

Jacobs, Deena S.

Gould, Florence

Jacobson, Eve

Green, Betty Reizman

Johns, Bruce

Green, Kermit M.

Johnson, Charlotte

Green, Ruth R.

Kahn, Clara

Greenberg, Abe and Rose

Kalika, Dorothy

Greenberg, Helen

Kammerling, Muriel

Greenberg, Joseph

Kampel, Sol

Greenberg, Leo

Kaplan, Arie

Greenberg, Sam

Kaplan, Frances

Greenblatt, Martin

Kaplan, Henry

Greenfield, Mollie

Karant, Rose S.

Greenman, Mary

Katz, Esther

Katz, Merle

Kolodny, Max

Katz, Mildred

Kono, Kozui N.

Katz, Molly

Korman, Ida

Katz, Philip M.

Kornoelje, Clifford C.

Katz, Sol

Koslowsky, Ruth

Kaufman, Fremont M.

Kotler, Betty

Kearns, Kathryn M.

Kotlicky, Celia

Kelner, Henrietta

Kovin, Florence

Kelner, Sally

Kozin, Helen

Kempler, Marjorie

Kraft, Merle

Keno, Ralph

Kraitsik, Norman I.

Kimmel, Sylvia

Kravitz, Esther

King, Andrew

Kressly, Jack D.

Kirchick, Albert J.

Krockey, Miriam

Kirman, Frieda

Kupperman, Marian

Kite, Barbara L.

Kutselas, George

Klee, Lillian E.

Laks, Jack J.

Kleiner, Morry

Landeck, Sarah

Kline, Jack

Lang, Bertha

Knoblock, Rose

Lapine, Bertha

Knopf, Beatrice

Lazarus, David

Koek, Eva B.

Leader, Hyman

Koenig, Lillian

Lebovitz, Evelyn

Kohen, Lillian

Lefkovitz, Mary

Leipsig, Robert

Lipman, Maurice

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60739

Leipsiger, Sina K.

Lipschultz, Melvin

Lerner, Sylvia M.

Lipski, Isadore

Letchinger, Marvin

Liss, Ida

Lev, Sarah

Lock, Walter B.

Leventhal, Beatrice H.

Loeb, Eugene

Levin, Gerald S.

Loewenstein, Franies

Levin, Joseph J.

Loman, Vera

Levin, Mel

London, Estelle

Levin, Morris M.

Lopin, Ann E.

Levin, Pearl

Lowy, Irmi J.

Levin, Phyllis

Lutsey, James

Levinson, Molly

Machat, Thelma

Levitt, Rose

Mackin, Mary

Lewis, Dorothy

Mall, Edith

Lewis, Susan

Manasse, Henri S.

Lewkowicz, Clara

Margolis, Ida

Liberson, William

Marks, Reva

Lichtshein, Joseph J.

Marks, Sylvia

Lidsky, Minnie

Marshall, Joseph

Lieberman, Lawrence

Massarsky, Marjorie H.

Lieberman, Ruth

Mattes, Eleanor

Lieberson, Gizella

Matthews, Carl L.

Light, Kenneth F.

Mayster, Sidney

Lipka, Yetta

McNulty, Florence

Melin, Blanche

Naiman, Netti

Melnik, Marcus

Narter, Dora

Melzer, William

Nathan, Ann B.

Mendelsohn, Estelle L.

Nathan, Libby B.

Metcalf, Elizabeth

Neiditch, Julian

Meyers, Henry

Neiman, Martha B.

Meyers, Mack J.

Nemeroff, Haskell

Michalski, Harry L.

Nemzin, Meyer M.

Michelson, Irving

Neuhauser, Doris

Miller, Naomi R.

Newfeld, Bernard

Miller, Sidney E.

Nielsen, Constance M.

Mincberg, Rose

Norris, Lillian

Minkus, Samuel

Novak, Sarah Schechter

Mintzer, Beverly S.

Nowakowski, Alice

Mishoulam, Ruth

Oboler, Marilyn

Morgan, Alex

O'Hara, Margaret

Morris, Loretta S.

Olefsky, Ruth

Moscovitz, Mary

Oliven, Anna

Moses, Louis

Olson, Marilyn L.

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60741

Moss, Al

Ovrutzka, Sara

Mueller, Emily M.

Pearl, Annette

Munson, Harry

Pearlman, Eve

Myerson, Bernard and Shirley

Peckler, Ruth

Nach, David L.

Peller, Hannah

Nagler, Jeanne

Perlman, Elizabeth

Perlman, Helen

Recksieck, Gloria M.

Perlow, Bernard

Reiff, Sidney C.

Perlowsky, Esther H.

Reisberg, Earle

Perlysky, Gabriel H.

Resnick Marion

Pettineo, Rita and Sam

Resnick, Sophie

Pickard, Bernice

Rhine, Ruth

Pickman, Beatrice

Rice, Anne

Pietrkowski, Morris

Richelle, David

Pishitello, Jennie

Riebe, Eva

Pitler, Jennie

Riffkind, Maxwell

Podolsky, Anna

Rissman, Edith

Polisky, Irwin

Rontal, Ruth

Pollack, Muriel

Root, Paul and Betty

Pollack, Roslyn

Rose, Seymour K.

Pollock, Aaron

Rosenberg, Sadie

Polonetzky, Mimi

Rosenblum, Ruth

Pomerance, Rose

Porter, Lucille

Prager, Robert

Prince, Earl

Rabiner, Lillian

Rachlin, Mary

Rappaport, Esther

Rappeport, Adolph

Rapport, Ella

Rubens, Alvin

Rubenstein, Edna

Rubenstein, Jessie G.

Rubin, Ann

Rubin, Florence

Rubinow, Solomon

Rudy, Morris

Ruttenberg, Pearl

Sacks, Ruth

Sacolick, Marion

Safirstein, Helen F.

Saitlin, Ben

Rosenthal, Nina

Rosenthal, Sophie

Rosin, Mary

Ross, Morris

Rosset, Charlotte

Roth, Bernice

Roth, Jean

Roth, Ruth

Rothman, Margie

Schwarcz, Dov T.

Schwartz, Eve

Schwartz, Frances R.

Schwartz, Fryma

Scolnick, Frieda

Semer, Alvin

Serota, Marvin

Shapiro, Annette

Shapiro, Barbara S.

Shapiro, Helen

Shapiro, Marcia

Shapiro, Sam

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60743

Salice, James

Shapiro, Sema

Saltzberg, Sam

Shaw, Marie

Sanders, Joseph H.

Shedlow, Belle

Sandler, Gale

Sheets-Puets, Doris J.

Saposnik, Joseph

Sherman, Charles

Satin, Ruth

Sherman, Suzanne M.

Saunders, Mamie

Shier, Carl

Savoy, Christine

Shkolnik, Lia

Sayad, Virginia

Shoger, Shirley

Schiff, Alvin

Shulman, Cele

Schlenvogt, Mary B.

Siegal, Lena

Schlesinger, Sadie M.

Siegler, Jeanette

Schrenzel, Grete

Silverman, Bernice

Silverman, Pearl

Spicer, Gretchen

Silverman, Rose

Spiner, Ruth

Silverstein, Evelyn

Stanis, Joseph and Bernadette

Simjack, Marybeth H.

Starkman, Lousie

Simmons, Dorothy T.

Stavins, Eunice

Sinay, Fred W.

Stavy, Beatrice

Singer, Rita

Stein, Lillian

Sinton, Rose

Stein, Gertrude C.

Sklair, Arnold

Sklansky, Estelle M.

Skolnick, Ruth

Skolnik, Sonia

Skrypnik, Michael

Sloran, Evelyn E.

Slutzky, Irving

Smith, Lillian B.

Smith, Rosalie

Smolinsky, Seymour

Snowwhite, John

Sodekoff, Harold E.

Soibel, Bertha

Sokol, William H.

Solar, Dorothy

Soll, Albert

Spangler, Esther

Teitelbaum, Frances

Tenenbaum, Jerome

Theos, Theresa

Thoma, Margaret J.

Ticktin, Reva

Steinberg, Harriet

Steinberg, Melvin A.

Stepner, Florence

Stern, Louis

Stern, Milton

Stiefel, Morris

Stillman, Annette

Stoller, Rose G.

Stone, Gertrude

Stopek, Helen

Straus, Bonnie

Stroud, Doris

Sugar, Rosalie

Superfine, Rosalie

Tannenwald, Kurt

Tantillo, Sylvia

Tauman, Sarah

Wolfe, Hannah

1/14/98

NEW BUSINESS PRESENTED BY ALDERMEN 60745

Tishler, May

Warsaw, Lawrence

Toch, Rose

Wasserman, Morris N.

Tokowitz, William

Wein, Edward

Toncray, John E.

Weinberg, Bess

Toporek, Fruma

Weinberg, Dorothy

Topper, Annabel M.

Weiner, Jean

Torf, Irving

Weinstein, Charles

Traynor, Anne G.

Weinstein, David D.

Tuber, Thelma B.

Weisenberg, Hymen

Tuchten, Irwin A.

Weiss, Adele

Turck, Bernard L.

Weiss, Betty

Turner, Charles

Weiss, Blanche

Turner, Sherwin

Weiss, Fay

Tyutyunik, Leonid

Weiss, Rayda

Ungar, Ann L.

Weiss, Seymour

Vack, Georgia

Wenger, Lina C.

Van Gelder, Irvin

Wexler, Gertrude W.

Vann, Leonard

White, Jean H.

Van Vlierberghe, Helena

Zimblar, Harry

Venet, Bess

Zinger, Mark

White, Robert

Zucker, Mina

Whiteaker, Wesley E.

Wolfe, Hannah

Whitman, Nathan and Shirley

Wolff, Noah

Waiz, Sara

Wolfson, Kalman E.

Widen, Leo

Wolkoff, Toby R.

Wiener, Theresa S.

Wright, Ida M.

Willens, Reva

Yablong, Marvin K.

Wilzen, Lisa V.

Yach, Jacob

Winer, Leroy

Zackai, Deborah

Wolberg, Sally

Zavilyanasky, Mark

Wolf, Shirley R.

Zuckerman, Mildred

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (December 10, 1997)

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 10, 1997 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 (January 7, 1998)

The City Clerk submitted the printed Official Journal of the Proceedings of the recessed meeting held on Wednesday, January 7, 1998 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*.

Rules Suspended -- CORRECTION OF JOURNAL OF THE
PROCEEDINGS OF THE CITY COUNCIL
DATED JULY 2, 1997.

Alderman Burke, moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to consider a correction submitted by Alderman Natarus of the Official Journal of Proceedings of the regular meeting held on Wednesday, July 2, 1997. The motion *Prevailed*. The following is said journal correction:

Page 48087 -- by deleting "12 at 4739 North Hoyne Avenue -- Handicapped Parking Permit 15005" appearing on the 27th, 28th and 29th lines from the top of the page and inserting in lieu thereof "2 at 4739 South Hoyne Avenue -- Handicapped Parking Permit 15005;".

On motion of Alderman Burke, the foregoing proposed Journal Correction was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schülter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

REGULAR ORDER OF BUSINESS RESUMED.

UNFINISHED BUSINESS.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of the City Council of December 10, 1997, pages 59329 and 59330, recommending that the City Council pass proposed ordinances, printed on pages 59331 and 59332, 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, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 4-I.
(Application Number A-3785)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 4-I in the area bounded by:

West 18th Street; a line 100 feet west of South Fairfield Avenue; the alley next south of and parallel to West 18th Street; and the alley next west of and parallel to South Fairfield Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-I.
(Application Number A-3784)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map Number 6-I in the area bounded by:

a line 72 feet south of West 27th Street; the alley next east of and parallel to South Whipple Street; a line 96 feet south of West 27th Street; and South Whipple Street,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-I.
(Application Number A-3793)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map Number 6-I in the area bounded by:

a line 333.07 feet north of West 30th Street; the alley next east of and parallel to South Troy Street; a line 276 feet north of West 30th Street; and South Troy Street,

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 publication.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

the family of the late Mr. Arnold Mireles: parents, Jose and Guadalupe Mireles; brothers, James, Alberto and David Mireles; sister and brother-in-law, Sonia and Jim Reidy; nephew, Joshua Reidy; and uncle, Jesus Rubalcava.

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 January, 1998, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the fifth (5th) day of February, 1998, 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:

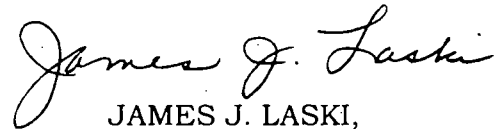
Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on February 5, 1998 at 10:00 A.M., in the Council Chambers in City Hall.


JAMES J. LASKI,
City Clerk.