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COPY



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

Regular Meeting--Wednesday, November 27, 1991

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

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

Absent -- Alderman Madrzyk.

Call To Order.

On Wednesday, November 27, 1991 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Mazola, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Streeter, Murphy, Rugai, Evans, Garcia, Laski, Miller, Medrano, E. Smith, Burrell, Bialczak, Mell, Austin, Wojcik, Banks, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, M. Smith, Moore, Stone -- 35.

Quorum present.

Invocation.

Sister Marlene Petruska, Assistant Principal of Maria High School, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Referred -- AMENDMENT OF TITLE 13, CHAPTER 24, SECTION 010
OF MUNICIPAL CODE OF CHICAGO TO TRANSFER
ADMINISTRATIVE FUNCTIONS OF BUILDING
BOARD OF APPEALS TO DEPARTMENT
OF BUILDINGS.

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

November 27, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith an ordinance amending the Municipal Code of Chicago, to transfer the administrative functions of the Building Board of Appeals to the Department of Buildings.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO,
VARIOUS CHAPTERS, TO CREATE NEW DEPARTMENT
OF THE ENVIRONMENT AND TRANSFER RELATED
FUNCTIONS FROM DEPARTMENT OF
CONSUMER SERVICES.

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:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 27, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith ordinances amending the Municipal Code of Chicago to create a new Department of the Environment and transferring related functions, powers and duties of the Department of Consumer Services to the new department.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 2, CHAPTERS 38 AND 40
OF MUNICIPAL CODE OF CHICAGO TO CREATE NEW
DEPARTMENT OF FLEET MANAGEMENT AND
TRANSFER RELATED FUNCTIONS FROM
DEPARTMENT OF GENERAL
SERVICES.

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

November 27, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Municipal Code of Chicago to create a new Department of Fleet Management and transferring related functions, powers and duties of the Department of General Services to this new department.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY
REPEAL OF TITLE 2, CHAPTER 76 AND ADDITION OF NEW
TITLE 2, CHAPTER 76 TO CREATE DEPARTMENT
OF PLANNING AND DEVELOPMENT AND
NEW COMMUNITY DEVELOPMENT
COMMISSION.

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

November 27, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Municipal Code of Chicago to create a new Department of Planning and Development, which will replace the Department of Planning and the Department of Economic Development, and to create a new Community Development Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO,
VARIOUS CHAPTERS, TO CREATE NEW DEPARTMENT
OF TRANSPORTATION AND TRANSFER FUNCTIONS
OF DEPARTMENT OF PUBLIC WORKS
TO OTHER CITY AGENCIES.

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:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 27, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a series of ordinances amending the Municipal Code of Chicago to create a new Department of Transportation and to transfer the functions, powers and duties of the Department of Public Works to other agencies of the city government.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CITY
OF CHICAGO GENERAL OBLIGATION TENDER
NOTES, SERIES 1992 A, B AND C.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 27, 1991.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance authorizing the issuance of City of Chicago General Obligation Tender Notes, Series 1992 A, B and C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF 1992 -- 1996 RECOVERY
ACTION PROGRAM AS REQUIRED UNDER
URBAN PARK AND RECREATION
RECOVERY 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

November 27, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Planning, I transmit herewith an ordinance approving the 1992 -- 1996 Recovery Action Program which is a general assessment of park and recreation facility needs in the City of Chicago. The Program, which was prepared in cooperation with the Chicago Park District, is required in order for the City to receive federal funds under the Urban Park and Recreation Recovery Program which will be passed through to the Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF
CERTAIN PROPERTIES UNDER URBAN
HOMESTEAD PROGRAM.

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

communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 27, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Housing, I transmit herewith an ordinance authorizing the conveyance of properties located at 119 West 112th Place and 4818 West Erie Street under the Urban Homestead Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on November 22, 1991 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 27, 1991 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 22, 1991, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

The City Clerk transmitted a communication relating to the subject listed below, which was acted upon by the City Council in the manner noted, as follows:

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 Ins. Co. (2) Susan R. Sneade-Spreckman and Branko Tupanjac, American Ambassador Ins. Co. and Walter Burnett;

Bandemier William, Barket Sol D., Bettison Joseph L., Bran Hilda A. and Mynor Perez R., Brandys Frank A., Brundidge Ellen J.;

CNA Insurance Co. and Princeton & 51st Currency Exchange, Cook Eldern;

Fried Harrison J.;

Galdes Jennifer M., Gerstung Ronald;

Herter Vergil C.;

Jajesnica Christine M.;

Kim Bo K., Kim Ron T., Kivit William L., Kluzik Lucian J., Kolter Ann M.;

Leonard Mary Frances C.;

McClelland Heather P., Mills Josephine;

Nelson Jr. William E.;

Peoples Gas Light and Coke Company (10), Pratch Leslie S.;

Rubloff, Inc.;

State Farm Ins. Co. and Carmen Molinea, Sutton Betty J.;

Trafman Howard T.;

Vara Judith C.;

Webb Maxine H.;

Yost Nancy E..

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENT
REGARDING *LA BARBERA ET AL. V. CITY OF
CHICAGO ET AL.*, 84 L 25004.**

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration one (1) order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case, *LaBarbera et al. v. City of Chicago et al.*, 84 L 25004, in the amount of \$2,050,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 41.

Nays -- Aldermen Steele, Beavers, E. Smith -- 3.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *LaBarbera et al. v. City of Chicago et al.*, 84 L 25004, in the amount of \$2,050,000.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ISSUANCE OF GENERAL OBLIGATION TENDER
NOTES, SERIES 1988C TO REPROGRAM
FUNDS FOR PURCHASE OF NEW
SUPPORT EQUIPMENT
FOR CHICAGO FIRE
DEPARTMENT.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of the ordinance which authorized the issuance of General Obligation Tender Notes, Series 1988C, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City; and

WHEREAS, The City Council of the City, by ordinance passed on May 25, 1988 (Council Journal of Proceedings, pages 13945 -- 14025) (the "Note Ordinance"), authorized the issuance of General Obligation Tender Notes, Series 1988C (the "Notes"), in the maximum principal amount of \$36,750,000 for the purpose of financing the acquisition of certain capital equipment for the City; and

WHEREAS, It is desirable to reprogram \$310,000 of the Note proceeds allocated to the purchase of one Squad/Snorkel and to the purchase of new support equipment for the Fire Department of the City; now, therefore,

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

SECTION 1. The Note Ordinance is hereby amended by striking the words and figures indicated and inserting the words and figures indicated in the attached Exhibit A.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Department And Item	Strike		Insert	
	No.	Amount	No.	Amount
Fire Department				
1 Squad/Snorkel		\$310,000	-0-	\$ -0-
Support Equipment				\$310,000

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ISSUANCE
OF GENERAL OBLIGATION TENDER NOTES, SERIES 1990C
AND 1990D TO REPROGRAM FUNDS FOR PURCHASE
OF NEW SUPPORT EQUIPMENT FOR
CHICAGO FIRE DEPARTMENT.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of the ordinance which authorized the issuance of General Obligation Tender Notes, Series 1990C and 1990D, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City; and

WHEREAS, The City Council of the City, by ordinance passed on December 6, 1989 (Council Journal of Proceedings pages 9474 -- 9546) (the "Note Ordinance"), authorized the issuance of General Obligation Tender Notes, Series 1990C and 1990D (the "Notes"), in the maximum principal amount of \$45,750,000 for the purpose of financing the aquisition of certain capital equipment for the City; and

WHEREAS, It is desirable to reprogram \$990,000 of the Note proceeds allocated to CAD -- Phase II to the purchase of new support equipment and a warning siren program for the Fire Department of the City; now, therefore,

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

SECTION 1. The Note Ordinance is hereby amended by striking the words and figures indicated and inserting the words and figures indicated in the attached Exhibit A.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Department And Item	Strike	Insert
	No. Amount	No. Amount
Fire Department		
CAD -- Phase II	\$990,000	
Support Equipment		\$816,000
Warning Siren		\$174,000

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT
WITH CHICAGO LIGHTHOUSE FOR PEOPLE WHO
ARE BLIND OR VISUALLY IMPAIRED,
INC., FOR REHABILITATION OF
PROPERTY AT 1850 WEST
ROOSEVELT ROAD.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan agreement between the City of Chicago and the Chicago Lighthouse for People who are Blind or Visually Impaired, Inc., for the rehabilitation of the property located at 1850 West Roosevelt Road, in the amount of \$5,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Department of Economic Development ("D.E.D.") of the City has as its primary purpose the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City has authorized funding for a minimum of two rounds of C.D.B.G. Float Loan Program competitions from C.D.B.G. Year XVII funds; and

WHEREAS, The Chicago Lighthouse for People who are Blind or Visually Impaired (the "Lighthouse"), an Illinois not-for-profit corporation (the "Borrower"), made an application to D.E.D. to borrow funds under the C.D.B.G. Float Loan Program to renovate the facility located at 1850 West Roosevelt Road and construct a two-story addition to the existing structure, which will result in a benefit to low- and moderate-income persons residing in the City; and

WHEREAS, The C.D.B.G. Float Loan Committee has approved the Borrower's loan application in an amount not to exceed \$5,000,000; now, therefore,

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

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

SECTION 2. The Commissioner of D.E.D. is hereby authorized to negotiate, enter into and execute, subject to review by the Corporation Counsel, a loan agreement (the "Agreement") pursuant to which the City will make a loan to the Borrower in accordance with the terms and conditions stated in Exhibit A hereto and incorporated herein.

SECTION 3. The Commissioner of D.E.D. is further authorized to execute, subject to review by the Corporation Counsel, such other instruments and documents as may be required to implement the terms and conditions of the Agreement.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Borrower:	The Chicago Lighthouse for People who are Blind or Visually Impaired, an Illinois not-for-profit corporation.
Address:	1850 West Roosevelt Road Chicago, Illinois 60608.
Loan Program:	C.D.B.G. Float Loan.
Amount:	Not to exceed \$5,000,000.
Term:	24 months.
Interest Rate:	3.2% (fixed).
Collateral:	<p>Letter of Credit issued by Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675 (or a bank meeting C.D.B.G. Float Loan Program requirements, acceptable to the City).</p> <p>Letter of Credit shall be irrevocable and unconditional in the form of a direct or standby letter of credit, subject to approval by the Corporation Counsel and shall be provided in the amount of the principal of the C.D.B.G. Float Loan plus interest.</p>
Purpose:	To provide financial assistance for Phase II of the Borrower's renovation of its existing facility and the construction of a new two-story addition to the existing structure.

AUTHORIZATION FOR EXECUTION OF LOAN
AND SECURITY AGREEMENT WITH T.N.I.
DEVELOPMENT CORPORATION FOR
REHABILITATION OF PROPERTY
AT 6936 -- 6944 SOUTH
CLYDE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement between the City of Chicago and O'Keefe Courts Limited Partnership for property located at 6940 South Clyde Avenue, in the amount of \$911,580, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed \$11,950,000 of Community Development Block Grant funds for its Housing Rehabilitation Program (the "Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which T.N.I. Development Corporation, a wholly owned subsidiary of The Neighborhood Institute, will be the sole general partner, in an amount not to exceed \$911,580 (the "Loan"), to be funded from the Multi-Program pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

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

SECTION 3. This ordinance shall be effective as of the date of its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Borrower: A limited partnership to be formed with T.N.I. Development Corporation, an Illinois corporation and wholly owned subsidiary of The Neighborhood Institute, a non-profit 501(c) (3) corporation, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

Project: Rehabilitation of a building located at 6936 -- 6944 South Clyde Avenue, Chicago, Illinois 60649 ("Property") and conversion of 54 studio units contained therein into 27 one-, two- and three-bedroom units for low- and moderate-income families.

Loan:

Source:	Multi-Program Year XVII.
Amount:	Not to exceed \$911,580.
Term:	40 years from the Payment Date as defined below.
Interest:	1.0% per annum.
Repayment:	Monthly payments of principal and interest in the fixed amount of \$2,305.00 with a balloon payment of all unpaid principal plus accrued interest thereon due at the end of the term. Payments will begin on the earlier of (a) the first day of the eighteenth month after the Loan closing or (b) the first day of the eighth month after final disbursement ("Payment Date").

	Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:	1. Amount:	\$540,000.
	Term:	30 years.
	Source:	Harris Trust and Savings Bank.
	Interest:	Adjustable rate, not to exceed 13.0% per annum.
	Security:	Non-recourse loan; first mortgage on the Property.
	2. Low-Income Housing Tax Credit ("L.I.H.T.C.")	
	Proceeds:	Approximately \$967,620.
	Source:	To be derived from the syndication by the General Partner of \$181,000 L.I.H.T.C. reservation by the City.
	3. Equity Amount:	\$100.
	Source:	General Partner.
Total Project Costs:		\$2,419,300.

**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT AND
INTERFAITH COUNCIL FOR THE HOMELESS,
FOR MAINTENANCE OF WARMING
CENTER IN CLARENDON
PARK FIELDHOUSE.**

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Park District for the maintenance of a warming center in the Clarendon Park Fieldhouse, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Park District ("Park District") owns, controls and operates the property known as the Clarendon Park Fieldhouse ("Park Facility") located at 4501 North Clarendon Avenue, Chicago, Illinois; and

WHEREAS, The City of Chicago ("City") provides certain temporary shelter to its citizens who are without other housing; and

WHEREAS, The Interfaith Council for the Homeless ("Operator") pursuant to an agreement with the City, operates and manages certain shelters throughout Chicago; and

WHEREAS, The City desires to enter into the Clarendon Park Warming Center Agreement ("Agreement") with the Park District and the Operator, whereby the Park District will provide the City with the Park Facility to be utilized by the City as a Warming Center for its residents and which will be operated by the Operator, pursuant to an agreement entitled, "Homeless Service Contract" between the City and the Operator, attached hereto and incorporated herein as Exhibit B to the Agreement; and

WHEREAS, The Park District desires to provide the City and the Operator with the Park Facility and to enter into the Agreement with the City and the Operator; and

WHEREAS, The Operator desires to operate the Warming Center, pursuant to the Homeless Service Contract it has with the City and to enter into the Agreement with the Park District and the City; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Human Services of the City of Chicago is authorized to execute on behalf of the City, an agreement entitled, "Clarendon Park Warming Center Agreement", substantially in the form attached hereto.

SECTION 2. That this ordinance shall take effect upon its passage.

Clarendon Park Warming Center Agreement attached to this ordinance reads as follows:

Clarendon Park Warming Center

Agreement.

This Agreement entered into as of the _____ day of November, 1991 by and between the City of Chicago, a municipal corporation of the State of Illinois by and through its Department of Human Services (the "City"), the Interfaith Council for the Homeless, an Illinois not-for-profit corporation (the "Operator") and the Chicago Park District, a municipal corporation of the State of Illinois (the "District").

Witnesseth That:

Whereas, The City provides certain temporary shelter to its citizens who are without other housing; and

Whereas, The Operator, pursuant to an agreement with the City, operates and manages certain shelters throughout Chicago; and

Whereas, The City wishes to engage the District to render certain assistance in such undertaking; and

Whereas, The District is willing to provide such assistance pursuant to the terms of this Agreement;

Now, Therefore, The City and the District hereby agree as follows:

Facilities.

The District will make space in the Clarendon Park Fieldhouse (the "Park Facility") available for use as a warming center. The Park Facility will be operated by the Operator as a contractor to the City under an agreement between the City and the Operator, dated July 1, 1991 and attached hereto as Exhibit B ("Homeless Services Contract").

Space in the Park Facility will be available to the City as indicated on the Clarendon Park Fieldhouse floor plan attached hereto as Exhibit A.

The Facility will provide sleeping space for 80 people.

Term Of Agreement.

This Agreement will remain in effect from the date of execution until April 30, 1992 unless terminated earlier by the terms of this Agreement or by the mutual agreement of the parties hereto.

Operations.

The Park Facility will be available to the City and/or the Operator from 10:30 P.M. each evening until the following morning at 8:00 A.M., 7 days per week during the Term of this Agreement. Persons receiving shelter ("Guests") will be admitted to the Park Facility after 11:00 P.M.. Shelter under this Agreement shall be provided to local homeless men only. No

children will be allowed. The City, through the Operator and its subcontractors, will provide staff (except as indicated below), and all services and supplies (including the preparation and provision of meals to Guests) necessary to provide a warming center to Guests referred to the Park Facility by the City and/or the Operator. Each morning the City and/or Operator will provide maintenance and cleaning services for the Park Facility, in a manner satisfactory to the District.

Staff.

The City and/or the Operator will provide, at its expense, two (2) staff persons at the Park Facility during all hours of operation of the shelter. City and/or Operator staff will be responsible for operation and access control to the Park Facility during the period of shelter operation. The main door to the Park Facility will be supervised at all times during shelter operation. All egress and ingress to the Park Facility by the City, Operator or Guests must occur at the main door. All other doors to the Park Facility will remain locked.

Security.

The District will provide, one (1) security guard at the Park Facility during all hours of operation. The security guard will be an employee of the District and his or her assignments and duties will be under the direction of the District. The Operator will reimburse the District, at a rate of \$7.50 per hour, for the services of the security guard.

Storage.

The District will provide adequate space within the Park Facility for the storage for sleeping mats, blankets, cleaning equipment and personal supplies to be provided to Guests by the City and/or Operator. The risk of loss or damage to materials stored by the Operator in the Park Facility will be the sole responsibility of the City and/or the Operator.

Emergency Needs For Shelter.

Under very extreme weather conditions the City may issue a command that shelters under its jurisdiction will remain open beyond the closing time anticipated by this Agreement. Under these circumstances the City

and District will make good faith efforts to meet the requirements of the City's shelter program during the period of emergency.

Indemnification.

The City agrees to defend and indemnify the District, its officers, commissioners, employees and agents from and against any and all suits or judgments arising as a result of the activities conducted on the property of the District by the City's agents, invitees, servants or employees or by the Operator during the term of this Agreement and during the period of a prior oral agreement starting on January 21, 1991 and ending April 30, 1991. As a condition precedent to the City's obligation to defend and indemnify as provided herein, the District shall promptly notify the City of any suit which the District believes to be covered under this provision. The City does not agree to defend and indemnify the District, its officers, commissioners, employees and agents from and against any and all suits or judgments arising as a result of the negligent acts of the Park District or the Park District's agents, servants or employees.

The City shall, at its own expense, appear, defend and if any judgment shall be rendered against the District, the City shall, at its own expense, satisfy and discharge the same.

Insurance.

The City represents that the Operator has provided and currently is providing insurance coverage as required by the Homeless Services Contract and that such insurance coverage will remain in effect during the term of the Agreement. In addition, the District must be named as additional insured on the general (commercial) and auto liability insurance policies provided to the City by the Operator pursuant to the Home Services Contract (Exhibit B).

In Witness Whereof, The parties hereto have executed this Agreement as of the date written hereinabove.

City of Chicago

Chicago Park District

Daniel Alvarez, Sr.,
Commissioner, Department of
Human Services

Robert C. Penn,
General Superintendent

Interfaith Council for the
Homeless

Approved As To Form And Legality

Name: _____

Nancy L. Kaszak,
General Attorney

Title: _____

[Exhibit "A" attached to this Agreement printed
on page 9994 of this Journal.]

Exhibit "B" attached to this Agreement reads as follows:

Exhibit "B".

City Of Chicago

Department Of Human Services

Homeless Services.

Part I

Agreement.

Contract No.: D1952370057

Vendor Code: _____

CAPS: 100-53-2005-9025 COR9

REQ/HS-1694

FEIN: 36-3397005

This Agreement entered into this 1st day of July, 1991, by and between the City of Chicago, a municipal corporation of the State of Illinois acting through its Department of Human Services (the "City") and Interfaith Council for the Homeless (Warming Center) (the "Contractor").

Witnesseth:

Whereas, The City is undertaking certain activities; and

Whereas, Cooperation of the City and the Contractor are essential for successful completion of social services programs; and

Whereas, The City desires to engage the Contractor to render certain assistance in such undertaking; and

Now, Therefore, The City and the Contractor do mutually agree as follows:

1. Scope of Services. The Contractor shall, in a satisfactory and proper manner as determined by the City, perform all services set forth in (Sub)Exhibit I, attached hereto.

2. Time of Performance. The services of the Contractor shall commence July 1, 1991 and shall be undertaken and completed by June 30, 1992.

3. Maximum Compensation. The City shall pay the Contractor a maximum amount not to exceed Seven Hundred Thousand Dollars (\$700,000.00), as described in (Sub)Exhibit I, which shall constitute full and complete compensation for all of the Contractor's services under this Agreement. It is expressly understood and agreed that in no event shall the total amount paid to the Contractor hereunder exceed this maximum amount.

4. Method of Payment. The Contractor shall be compensated on reimbursement basis for services performed and costs expended hereunder pursuant to the budget set forth as part of (Sub)Exhibit I. All reimbursement by the City to the Contractor shall be for money actually expended by the Contractor within the terms of the budget.

The City shall make payment under this Agreement upon the Contractor's presentation of a reimbursement voucher form, which shall be provided by the City. At the close of each month (or at other intervals as determined by the City) the Contractor will submit to the City, in such form and detail as required by the City, the voucher form supported by documents required by the City, as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to

constitute allowable cost. The above mentioned documents should indicate the disposition of the amount requested on the voucher form.

The Contractor's submittal of expenses on the reimbursement voucher form shall be its official certification of these expenditures having been made including but not limited to wages and taxes. Said certification shall be evidence that all payroll deductions made have been properly paid to the appropriate governmental entity (federal or state). Failure by the Contractor to pay required payroll taxes shall constitute cause for the City to terminate this Agreement.

The reimbursement voucher form and supporting documents shall be directed, each month, by the Contractor to Daniel Alvarez, Sr., Commissioner, Department of Human Services, 510 North Peshtigo Court, Chicago, Illinois 60611, Attention: Frank McGehee, Director of Fiscal Operations, 8th Floor. The Department of Human Services, in turn, will forward the reimbursement voucher form and supporting documents to the Comptroller, Department of Finance, for payment.

The final claim for reimbursement is to be submitted by the Contractor within 45 calendar days after the end of the first budget period and after the termination date of this Agreement. The Contractor waives the right to claims for reimbursement submitted after this 45 day period.

Obligations of the City under this Agreement will cease immediately without penalty of further payment being required if the local, state, or federal government does not appropriate or otherwise make available sufficient funds as may be required for this Agreement.

5. Account Chargeable. Expenditures under this Agreement shall be payable from Account No. 100-53-2005-9025-COR9 D1952370057 subject to the availability of funds therein contained.

6. Notice. Notices and communications under this Agreement shall be sent by first-class prepaid mail to the City addressed to Daniel Alvarez, Sr., Commissioner, Department of Human Services, City of Chicago, 510 North Peshtigo Court, Chicago, Illinois 60611, and to the Contractor addressed to: James D. Hargleroad, Executive Director, Interfaith Council for the Homeless, 100 South Morgan Street, Chicago, Illinois 60607. Said notices and communications to the Contractor shall be deemed received when mailed.

The Contractor agrees to officially advise the City of any significant change in its organizational structure. Such changes include but are not limited to the following: the official to whom notice regarding the agreement is provided; officers of the corporation, including president, chairman, vice president, treasurer, secretary, etc.; and key staff of the agency and/or its program sites, including executive director, site director,

fiscal director, site address or agency official address, telephone number, etc. Such communication shall be directed within ten calendar days of such occurrence, to Daniel Alvarez, Sr., Commissioner, Department of Human Services, 510 North Peshtigo Court, Chicago, Illinois 60611, Attention: Elizabeth C. Hershey, Director of Planning, Research and Development, 7th Floor.

7. Monitoring/Supervision. The City has certain management responsibilities regarding the operation of the program under this Agreement. The City will provide guidance and supervision to the Contractor in the conduct of the Agreement. The Contractor acknowledges such responsibility and therefore agrees to cooperate fully with the Department and its designated staff to carry out this responsibility.

The responsibilities of the City and the concomitant duties of the Contractor include but are not limited to: (a) the City shall have access at all times to all physical facilities/sites supported under this Agreement whenever the program under consideration is providing service. The Contractor shall provide such access whenever requested by appropriate staff members of the City; (b) the City shall have access at all times to all staff supported under this Agreement whenever such staff are providing service under this agreement. The Contractor shall make such staff available whenever requested and (c) the City shall have access to all records generated through the operation of the Agreement. The Contractor shall provide such access whenever requested.

Failure to fully cooperate with the Department shall be construed as grounds for disciplinary action including the suspension and/or termination of the Agreement. Nothing in this Agreement shall be construed as restricting or otherwise limiting the rights of the City toward the appropriate management of this program.

8. Recognition of funding. The Contractor agrees that, whenever it advises or provides communication to the public in any manner whatsoever of its particular funding arrangements, it will properly identify the City of Chicago and the Department of Human Services as providing funds for the organization, including specific references to the particular programs funded. The contractor agrees to furnish the Department any written copy of such recognition evidencing the City's contribution to the program. Such copy shall be directed, within three working days, to Daniel Alvarez, Sr., Commissioner, Department of Human Services, 510 North Peshtigo Court, Chicago, Illinois 60611, Attention: Director of Public Information, 8th Floor.

The Contractor further agrees to display, in appropriate locations at program sites funded under this Agreement, signs which may be provided

by the Department indicating that the program is funded through the City of Chicago.

Furthermore, whenever the Contractor produces any written document, including reports, maps, completed as part of this Agreement, other than documents exclusively for internal use, the document shall contain the following information: Name of the City, month and year of preparation, name of the project or portion thereof, and the following notation covering assistance.

The preparation of this (report, map, document, etc.) was financed in part and is part of Chicago's Department of Human Services Program.

9. Physical Facilities. The Contractor shall provide physical facilities that meet the standards as prescribed by the laws of the United States of America, the State of Illinois and of the City of Chicago.

10. Fees, Tuition Charges. Any donations, fees, tuition charges or other similar charges collected as a result of operating this project shall be deducted from the total cost of the project.

11. Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City or the State of Illinois to assure a proper accounting for all project funds. These records will be made available for audit purposes to the City, State of Illinois, United States Government, or other authorized representatives and will be retained for a minimum of three years after the termination date of this Agreement, provided that all necessary audits are completed, and audit questions, if any, are resolved.

The Contractor will properly maintain all forms and records relating to the program as may be requested by the City. The Contractor is responsible for the transmission of these forms to the proper places when requested.

All records pertaining to the program must be available to the City upon request. All records kept as required by this program remain the property of the City and will be made available to the City upon request.

12. Reporting. The Contractor agrees to prepare and submit reports, both fiscal and programmatic, as frequently as specified by the Department and in the form and manner required. The Contractor further acknowledges that the late/incomplete/inadequate reporting represents non-compliance with the terms of the Agreement and presents cause for disciplinary action, including suspension or termination of the Agreement.

13. Community Forums. The Contractor agrees to make staff available, make presentations, answer questions, address issues at local community

advisory forums established by the Department at the times and places to be specified by the Department. Furthermore, the Chief Executive Officer shall participate in annual delegate agency conferences scheduled by the Department of Human Services.

14. Orientation/Training. All persons hired as a direct result of the Department of Human Services Program will be released, at and for times as determined by the Department of Human Services Program in order to attend orientation sessions.

15. Allowable Costs. The allowable costs of this project are the costs determined and set forth in the budget, contained in (Sub)Exhibit I.

16. Audits. The Contractor shall submit a certified audit of this Agreement, performed by a certified public accountant, within 120 days of the closing date of this Agreement. Such audit shall be an agency-wide audit/single audit, in compliance with OMB Circular A-128 or A-133. The audit is to be submitted to: Daniel Alvarez, Sr., Commissioner, Department of Human Services, 510 North Peshtigo Court, Chicago, Illinois 60611, Attention: Frank McGehee, Director of Fiscal Operations.

The Contractor also agrees to fully cooperate with the City in its compliance with the Single Audit Act.

17. Drug- and Alcohol-Free Facilities. The Contractor certifies that it will administer, in good faith, a policy designed to ensure that the homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries. The Contractor further certifies that it will maintain a drug free workplace in accordance with the requirements of the Drug Free Workplace Act of 1988, Public Law 100-690, and further agrees to implement specific policies and guidelines as may be adopted by the City.

18. Fiscal Performance. The City shall, after periodic reviews of levels of spending under this Agreement, have the right upon written notice to the Contractor to reduce the maximum compensation payable hereunder, by virtue of the reduction of one or more line items appearing in the budget in (Sub)Exhibit I. Such reductions, as provided in this paragraph, shall be made by letter to the Contractor.

If the Contractor underexpends on a monthly basis during the period under review, the City may effect a proportionate reduction for the entire period under contract. The City may accept and approve/disapprove any requests for adjustments to that formula reduction, provided such requests for adjustments are submitted in writing within seven days following the official notification to reduce the maximum compensation.

19. Escalator/De-Escalator Clause. The Contractor acknowledges that the maximum compensation under this Agreement is contingent upon the

approval and the level of funding received by the City. In the event that the level of funding is increased/decreased such change may effect a corresponding increase/decrease in the maximum compensation to be derived by the Contractor from this Agreement.

Such increase/decrease in the maximum compensation shall take effect only upon official notification by the Department of Human Services in writing to the Contractor. This communication will detail any and all adjustments in the terms of this Agreement, including adjustments in maximum compensation, period of adjustment, and other official directives.

The Contractor specifically agrees to the implementation of the Escalator/De-Escalator Clause upon notification by the City.

20. General Conditions. This Agreement is subject to and incorporates the attached Part II, "General Conditions for Personal Services Contract", (Sub)Exhibit II, "Guidelines for Homeless Services and Programs", and (Sub)Exhibit A, "Equal Opportunity Clause".

This Agreement cancels and supersedes any previous agreement for the services herein provided for any period of time covered by this Agreement.

The Contractor agrees to accept such additional conditions imposed by the Director on this grant and any additional conditions governing the use of funds or performance of programs as may be required by law, by executive order, by regulation, or by other policy announced by the Director.

The Contractor acknowledges that the City is under no obligation to continue funding for this project beyond the termination date of the Agreement. The Contractor therefore notes that funds are available only during the time period of terms detailed herein.

21. Chapter 2-56 Of The Chicago Municipal Code.

Office of Inspector General. It shall be the duty of any bidder, proposer, or contractor, all subcontractors and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform subcontractors of this provision and require understanding and compliance herewith.

22. Governmental Ethics Ordinance. Contractor 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. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to the City.

23. Section 2-92-380 Of The Chicago Municipal Code.

a) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago ("City") under the contract or permitted at law or in equity, the City shall be entitled 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. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

b) Notwithstanding the provisions of subsection a), 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 or more of the following conditions are met:

- (1) 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
- (2) the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (3) the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

24. Anti-Apartheid Affidavit. The Contractor has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") which is attached

hereto as a (Sub)Exhibit and incorporated by reference as if fully set forth herein.

The Contractor understands and acknowledges that the City may declare a default and terminate all existing contracts with the Contractor if the Contractor violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit; (ii) the concealment of an existing contractual relationship or entering into such contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other application legal or equitable remedy.

Further, the Contractor understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy to termination enumerated above, and any other remedy available under applicable law.

Part II.

General Conditions For Personal Services Contract.

Definitions.

The term "Commissioner" or "Director" shall mean the Commissioner or Director of the Using Department of the City of Chicago and the term "his duly authorized representative" means any person or persons authorized in writing by the Commissioner or Director to act for the Commissioner or Director in connection with this Agreement.

The term "the responsible agency of the United States Government", as used herein, shall mean the State of Illinois or the person authorized to act in its behalf.

The term "Purchasing Agent" means the Purchasing Agent of the City of Chicago whose duties and responsibilities are more particularly described in

the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

Authority.

This Agreement is entered into in accordance with and is subject to the provisions of the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

Nondiscrimination.

In carrying out this Agreement, the Contractor shall not discriminate against any member of the public or any employee or applicant for employment because of race, color, creed, religious belief, age, sex, sexual orientation, parental status, source of income, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability, or unfavorable discharge from military service. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, creed, religious belief, age, sex, sexual orientation, parental status, source of income, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability, or unfavorable discharge from military service.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. All solicitations or advertisements for employment shall contain the provisions of this nondiscrimination clause. The Contractor further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

No person in the United States shall, on the grounds of race, color, creed, religious belief, age, sex, sexual orientation, parental status, source of income, marital status, citizenship as applicable, political affiliation,

national origin or ancestry, physical or mental handicap unrelated to ability, or unfavorable discharge from military service, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract.

The Contractor shall comply with federal, state, and local laws, rules and regulations, and executive orders including, but not limited to:

a. Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d -- 2000d-4) and the regulations issued pursuant thereto, which provide that no person in the United States shall on the basis of race, color, creed, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance and will immediately take any measures necessary to effectuate this assurance.

b. The Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101 -- 6107), and the regulations issued pursuant thereto, which provide that no person shall on the basis of age be denied the benefits of, or be subjected to discrimination under, any program or activity for which the Contractor receives financial assistance.

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the regulations issued pursuant thereto, which provide that no otherwise qualified handicapped individual be excluded participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity for which the Contractor receives financial assistance.

d. The Fair Housing Act (42 U.S.C. 3601-20) as amended, and the regulations issued pursuant thereto, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

e. Executive Order 11246, and as amended by Executive Orders 11375 and 12086, and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102 F.R. 36037, 5 U.S.C. App. 1 (1981), and all regulations issued pursuant thereto, including 41 C.F.R. Chapter 60, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

f. Executive Orders 11625, 12432 and 12138 which encourage the use of minority and women business enterprises in the performance of activities funded under this Agreement.

g. Title IX of the Educational Amendments of 1972, as amended (20 U.S.C. 1681 -- 1683 and 1685 -- 1686) which prohibits discrimination on the basis of sex.

h. Executive Order 11063 and implementing regulations at 24 C.F.R. Part 107.

i. Americans With Disabilities Act of 1990.

The Contractor also agrees not to commit an unfair employment practice in Illinois as defined in the Illinois Human Rights Act, Illinois Revised Statutes, Chapter 68, Section 1-101, et seq.) and further agrees to take affirmative action to ensure that no unfair practice is committed. The Contractor also agrees to comply with Illinois Revised Statutes, Chapter 29, Sections 17 to 24 inclusive, which prohibits discrimination in the performance of public contracts. the Contractor further agrees to comply with the Illinois Accessibility Code.

The Contractor agrees to the terms of an ordinance passed by the City Council of the City of Chicago, December 21, 1988, page 23531ff of the Journal of Proceedings (Municipal Code of Chicago, Ch. 2-160, as amended, "Human Rights") which prohibits discrimination on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge, or source of income.

The Contractor and subcontractors shall furnish such reports and information as may be requested by the Chicago Commission on Human Relations.

The Contractor further agrees that it will incorporate into any agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the equal opportunity clause which is a part of the Federal Labor Standards Provisions.

The Contractor agrees that it will be bound by the equal opportunity clause and other provisions of 41 C.F.R. Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work; provided, that if Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under this Agreement.

The Contractor agrees that it will assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Secretary of Labor in the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will restrain from entering into any agreement or contract modification subject to Executive Order 11246 of September 24, 1965, and as amended, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Terminate or suspend in whole or in part this Agreement, refrain from extending any further assistance to the contractor under this Agreement with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Contractor, and refer the case to the Department of Justice for appropriate legal proceedings.

The Contractor also agrees to comply with the provisions of 24 C.F.R. Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debasement, suspension, or placement in ineligibility status.

Compliance With Laws.

The Contractor and its subcontractors shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and city government, which may in any manner affect the performance of this Agreement.

Uniform Administrative Requirements.

Contractors which are governmental entities shall comply with the requirements and standards, as codified, of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments"; and OMB Circular A-102 (24 C.F.R. Part 85), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

Contractors which are not governmental entities shall comply with the requirements and standards, as codified, of OMB Circular No. A-122, "Costs Principles for Nonprofit Organizations" or OMB Circular No. A-21, "Costs Principles for Educational Institutions", as applicable; OMB Circular No. A-133, "Audits of Institutions of Higher Learning and Other Nonprofit Institutions"; and OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations".

Personnel.

The Contractor shall immediately assign and maintain a staff of competent personnel which is fully equipped and qualified to perform the services required by this Agreement.

Salaries of employees of the Contractor performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276 c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance with such regulations and shall be responsible for the submission of affidavits required thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

If, in the performance of this Agreement, there is any under payment of salaries by the Contractor, the City shall, after investigation and at its sole discretion, withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor to the respective employees to whom they are due.

Conflict Of Interest.

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise wherefrom if this Agreement and the project to which it pertains is funded in whole or in part, directly or indirectly, by the federal government.

No member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago shall have any personal, financial or economic interest, direct or indirect, in this Agreement.

The Contractor covenants that no person who presently is related in any manner set forth above to the City of Chicago has any personal, financial or economic interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder.

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the project to which the contractor pertains which would conflict in any manner or degree with the performance of his work hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

The Contractor further covenants that in the performance of this Agreement any interest on the part of the Contractor or his employees must be disclosed to the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

The Contractor further agrees to comply with the conflict of interest requirements in OMB Circulars A-102 and A-110 and in the Municipal Code of Chicago, Chapter 2-156, "Governmental Ethics".

The Contractor also agrees to the following provision:

No person (1)(i) who is an employee, agent, consultant, officer, or elected or appointed official of the City or nonprofit recipient that receives emergency shelter grant amounts and (ii) who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or has any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter.

Conflict Of Interest And Bribery.

The Contractor certifies that it and, to the best of its knowledge, its subcontractors are not in violation of the provisions of Section 2-92-320 of

Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, Illinois Revised Statutes Chapter 38, No. 33E-11 (1989) as amended, and the Illinois Municipal Code, Illinois Revised Statutes Chapter 24, No. 11-42.1-1 (1989) (1990 Supp.).

Indemnity.

The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, and agents or employees thereof, in connection with services, and shall be responsible for all parts of the work, both temporary and permanent, until the services under this Agreement are declared completed and approved by the City. It is expressly understood that the Contractor shall indemnify and save harmless the City from all claims, suits, actions, liabilities, judgments, costs, expenses and damages arising out of or resulting from the services of the Contractor under this Agreement, and such indemnity shall not be limited by reason of the conditions on any insurance coverage herein provided.

The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employees, of the subcontractor or his employees, if any, or of the City or its employees; and the Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same.

Subcontracting And Assignment.

The Contractor shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part therein unless otherwise provided or without the written consent of the City but in no case shall such consent relieve the Contractor from the obligations hereunder, or change the terms of this Agreement.

The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the City having first been obtained. The transfer or assignment of any funds paid pursuant to this Agreement either in whole or in part, or any interest therein, which

shall be due or become due to the Contractor shall cause the annulment of said transfer or assignment so far as the City is concerned.

Changes.

The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

Termination For Cause.

If the City determines that the Contractor has not complied with, is not complying with, has failed to perform, is failing to perform, or is in default under any of the provisions of this Agreement whether due to failure or inability to perform or any other cause whatsoever; and so notifies the Contractor by written notice of said non-compliance or default and the Contractor does not correct said violations within fifteen (15) days, the City may suspend or terminate this Agreement in whole or in part by written notice and: may demand refunds of any funds disbursed to the Contractor; may deduct any refunds or repayments from any funds obligated to but unexpended by the Contractor whether from this project or any other project; may temporarily withhold cash payments pending correction of deficiencies by the Contractor or more severe enforcement action by the City; may disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; may withhold further awards for the program; may take other remedies legally available; or may take appropriate legal action.

Termination For Convenience.

The City states and the Contractor agrees that the City may terminate this Agreement at any time by giving at least ten days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Agreement have been performed upon the effective date of such termination the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket

expenses (not otherwise reimbursed under this Agreement) incurred by the Contractor during this Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Contractor, the preceding paragraph hereof relative to termination shall apply.

In the event termination of this Agreement is due to unavailability of funds, the portion of the above paragraph beginning with "Provided" shall not apply.

Reports, Information, Records And Audits.

The Contractor, at such time and in such form as the responsible agency of the United States Government, and/or the City, may require, shall furnish said agency and/or the City such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by City, the Auditor General of the State of Illinois, or the Comptroller General of the United States to assure proper accounting for all project funds, both federal and non-federal shares. The Contractor shall keep books, documentation, papers, records and accounts in connection with this Agreement open to audit, inspection, copying, abstracting and transcription. These records will be made available for audit purposes to the City, the Auditor General of the State of Illinois, or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Agreement, provided that all necessary audits are completed, and audit questions, if any, are resolved.

The Contractor shall establish and maintain on file third party agreements, in compliance with appropriate OMB circulars, including but not limited to those pertaining to consultant/technical services, workshop instructors and volunteers' paid stipends.

The Contractor agrees to maintain and provide such information, data, reports, et cetera, regarding its activity in order to assist the City in its compliance with applicable law.

The Contractor will properly maintain all forms and records relating to the program as may be requested by the City. The Contractor is responsible for the transmission of these forms to the proper places when requested.

All records pertaining to the program must be available to the City upon request. All records kept as required by this program remain the property of the City and will be made available to the City upon request.

Findings Confidential.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without the prior written approval of the City.

Copyright.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Such report, maps, or other documents produced in whole or in part under this Agreement shall remain the property of the City.

Patent Rights.

In the event that any invention, improvement or discovery may be conceived or first actually reduced to practice by the Contractor or its employees, in the course of or under this Agreement or any subcontract, the Contractor shall give prompt notice thereof to the City. Any such invention, improvement or discovery, together with all information, designs specifications, know-how, data, patent rights, and findings in connection therewith which arose or were developed in the course of the performance of this Agreement or any subcontract hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as the responsible agency of the United States shall determine.

Political Activity Prohibited.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Lobbying Prohibited.

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

Compliance With Specific Federal Laws And Regulations.

The Contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857 h); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 C.F.R. Part 15), including the reporting of violations to the grantor agency and to the U.S.E.P.A.. The Contractor agrees to comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 -- 4846) and implementing regulations at 24 C.F.R. Part 35. The Contractor also agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501 -- 1508 and 7324 -- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Contractor shall comply with the following, when applicable: (a) Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 C.F.R. Part 3); (b) Davis-Bacon Act (40 U.S.C. 276a to s-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and (c) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Affirmative Action Program.

Federal regulations require that within 120 days from the commencement of a contract each prime contractor or subcontractor with 50 or more employees and a contract of \$30,000 or more develop and submit for approval, a written affirmative action compliance program for each of its establishments.

An affirmative action program is a set of specific and result-oriented procedures to which a contractor commits himself to apply every good faith

effort. The objective of those procedures plus such efforts is equal employment opportunity. Procedures without effort to make them work are meaningless; and effort, undirected by specific and meaningful procedures, is inadequate. An acceptable affirmative action program must include an analysis of areas within which this Agreement is deficient in the utilization of minority groups and women, and further, goals and timetables to which the Contractor's good faith efforts must be directed to correct the deficiencies and thus, to increase materially the utilization of minorities, and women, at all levels and in all segments of his workforce where deficiencies exist.

Any Contractor required to develop an affirmative action program at each of his establishments who has not complied fully with that section is not in compliance with Executive Order 11246 and as amended by Executive Orders 11375 and 12086. Until such programs are developed and found to be acceptable, this Contractor is unable to comply with the equal employment opportunity clause.

Inquiries relating to this requirement, including rules, regulations and guidelines for preparation, may be directed to the Equal Employment Opportunity Officer of the sponsoring agency.

Advance.

Any outstanding advance of funds under this Agreement must be repaid by the Contractor. Unless otherwise agreed to in writing by the parties, repayment will be by deductions on a pro-rata basis from reimbursement submitted for the last two (2) months of this Agreement period.

Property.

Whenever grant funds are used in whole or in part for the purchase or construction (including rehabilitation) of property (other than office equipment, supplies, materials and other personal property used for the administration of the program or any project), title to said property shall not be transferred without the approval of the City. Should it be desirable to sell the property or otherwise transfer the ownership a request should be submitted to the City.

All property furnished by the City or specifically authorized in writing to be purchased and such cost to be reimbursed under the terms and conditions of this Agreement such as office equipment, supplies, materials and other personal property, shall revert to the City and will be disposed of only as directed in writing by the City. The Contractor shall obtain a policy of insurance covering fire, theft, etc., as required by the City on the foregoing property with the City named as an additional party insured.

Program Income.

The Contractor agrees to return to the City all program income in the form and manner to be stipulated by the City. "Program income" means gross income received by the Contractor directly generated from the use of City funds. Program income includes, but is not limited to the following: (a) proceeds from the disposition by sale or long term lease of real property purchased or improved with City funds; (b) proceeds from the disposition of equipment purchased with City funds; (c) gross income from the use or rental of real or personal property acquired by the Contractor with City funds, less the costs incidental to the generation of such income; (d) gross income from the use or rental of real property owned by the Contractor that was constructed or improved with City funds, less the costs incidental to the generation of such income; (e) proceeds from the sale of obligations secured by loans made with City funds; (f) interest earned on funds held in a revolving fund account; (g) interest earned on program income pending disposition of such income; and (h) funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-incomes where such assessments are used to recover all or part of the City portion of a public improvement.

Reversion Of Assets.

Upon expiration of this Agreement for this activity between the City and the Contractor, the Contractor shall transfer to the City, in the manner to be stipulated, any City funds on hand at the time of expiration and any accounts receivable attributable to the use of City funds. The Contractor further agrees to transfer to the City any real or nonexpendable personal property under its control that was acquired or improved in whole or in part with City funds.

For purposes of this paragraph "expiration" shall be defined as when the City declares in writing that this Agreement is closed out.

Funding Policy.

The general policy is for the City to make funds available to Contractor on a reimbursement basis. However, in the event that a contractor cannot function on a reimbursement basis, the City, after reviewing the situation, may make an exception to the general policy on an individual case basis. The City shall document all exceptions and state the dire circumstances leading up to the decision. Regardless of the means by which funds are provided by the City, all disbursements by the Contractor must be fully documented.

Insurance Requirements.

The insurance requirements for the Contractor are as stipulated in (Sub)Exhibit B. Said requirements are subject to the approval and modification of the City's Risk Management Office.

Non-Appropriation.

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

Severability.

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

No Agency.

The Contractor, in performing the services under this Agreement, is acting as an independent contractor and will perform such services in accordance with currently approved methods and practices of its professional capacity. The Contractor acknowledges that it is not the agent or employee of the City and shall not, under any circumstances, so represent itself.

No Ineligible Contractor.

The Contractor shall not knowingly use the services of any ineligible contractor or consultant for any purpose in the performance of its Services under this Agreement.

No Default.

The Contractor certifies that it and its subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago.

Educational Loan.

The Contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827.

In Witness Whereof, The parties hereto have executed this Agreement as of the date first above written.

City of Chicago

By: (Signed) Richard M. Daley
Mayor

By: (Signed) Alexander Grzyb
Purchasing Agent

By: (Signed) Walter K. Knorr
Comptroller

Approved:

Department of Human Services

(Signed) Daniel Alvarez, Sr.
Commissioner

Approved As To Form And Legality:

(Signed) Nancy L. Kaszak
Assistant Corporation
Counsel

Interfaith Council for the Homeless
Contractor

By: (Signed) James D. Hargleroad
Signature of Authorized
Official

Title: Executive Director

Attest: (Signed) George Borneman
Signature of Authorized
Official

Title: Secretary

Subscribed and sworn to before
me this 7th day of June, 1991.

(Signed) Michael L. Troyer
Notary Public

"Official Seal"
Michael L. Troyer
Notary Public, State of Illinois
My Commission Expires April 24, 1993

[(Sub)Exhibit I attached to this Homeless Services Agreement
printed on page 9995 of this Journal.]

(Sub)Exhibits "A", "B", Anti-Apartheid Affidavit and (Sub)Exhibit II
attached to this Homeless Services Agreement read as follows:

(Sub)Exhibit "A".

Equal Employment Opportunity Clause

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability,

or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contract's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contract agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7) That it will include verbatim or by reference the provision of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In

addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts to subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Sub)Exhibit "B".

Delegate Agency Insurance Requirements.

The Delegate Agency shall procure and maintain at all times, at Delegate Agency's own expense, for the services covered by this Contract, the types of insurance specified below, with insurance companies authorized to do such business in the State of Illinois and reasonably acceptable to the City of Chicago, covering all operations under this Contract whether performed by the Agency or by subcontractors. The Delegate Agency shall submit to the City of Chicago Special Accounting Division, Comptroller's Office, 5th Floor, 510 North Peshtigo Court, Chicago, Illinois 60611, evidence of the required coverages prior to Contract being fully executed.

The kinds and amounts of insurance required are as follows:

1) Worker's Compensation And Occupational Disease Insurance.

In statutory amounts, covering all employees of the Contractor. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

2) Commercial Liability Insurance.

Commercial Liability Insurance with limits of not less than \$500,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors, and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with the work to be performed, the Contractor shall maintain Automobile Liability Insurance

with limits of not less than \$500,000 per occurrence, combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

4) Professional Liability.

When any architects, engineers, or consulting firms perform work in connection with this Contract, the Contractor shall maintain Professional Liability Insurance with limits of \$500,000.

5) Medical Professional Liability.

When any medical services are performed in connection with this Contract, the Contractor shall maintain Medical Professional Liability Insurance with limits of \$500,000.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed. Failure to carry or keep such insurance in force shall constitute a violation of the Contract, and the City maintains the right to stop work and/or withhold reimbursement until proper evidence is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

The Agency shall require all subcontractors to carry the insurance required herein, and the Contractor may, at his option, provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The City of Chicago maintains the right to modify, delete, alter, or change these requirements.

The Agency expressly understands and agrees that any insurance protection furnished by Agency hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the provisions of this Contract.

The Agency further agrees, as mandated, to maintain at all times during the term of this Contract, a fidelity bond covering its officials who are authorized to sign or countersign checks on the Agency's bank account or to handle cash. The City of Chicago is to be named as Loss Payee.

*Anti-Apartheid Affidavit.
(Non-Bid, Non-Professional Service Contract)*

Specification No.: _____

Contract No.: D1952370057

Purpose Of Affidavit.

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

Instructions.

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

Certifications.

1. The Contractor:

- (a) has no contracts with South Africa, any South African business or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");
- (b) maintains, has implemented, and will maintain a policy during the term of the subject City contract and as a material condition thereof, not to enter into Prohibited Contracts; and

- (c) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

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

(Signed) James D. Hargleroad
Signature of Owner or Authorized
Officer

James D. Hargleroad
Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to before
me this 7th day of June, 1991.

(Signed) Michael L. Troyer
Notary Public Signature

My Commission Expires: _____

"Official Seal"
Michael L. Troyer
Notary Public, State of Illinois
My Commission Expires April 24, 1993

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "none". Note: The person preparing Sections I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: Interfaith Council for the Homeless

Bidder/Proposer Address: 100 South Morgan Street

Bidder/Proposer is a (check one):

<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Not-for-Profit Corporation	<input type="checkbox"/> Joint Venture*	<input type="checkbox"/> Other

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

Section I.

For Profit Corporations.

- a. Incorporated in the State of N/A
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of officers and directors of corporation (List Names and Titles):

Name (Print or Type)

Title (Print or Type)

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

Section II.

Partnerships.

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

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

*Section III.**Sole Proprietorships.*

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

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

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

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

N/A

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

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

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

*Section V.**Not-For-Profit Corporations.*

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois: Yes [x] No []
- c. Names of officers and/or directors of corporation (List Names and Titles):

Name (Print or Type)	Title (Print or Type)
<u>Bishop Sherman G. Hicks</u>	<u>President</u>
<u>Renee Lepp</u>	<u>Vice President</u>
<u>George Borneman</u>	<u>Secretary</u>
<u>Anita Weinstein</u>	<u>Treasurer</u>

Note: Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure relevant to the contract. Pursuant to Section 26.1-2 of the Municipal Code of the City of Chicago, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

State of Illinois)
) SS:
County of Cook)

This undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made, nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signed) James D. Hargleroad
(Signature of Person Making
Statement)

James D. Hargleroad
Name of Person Making Statement
(Print or Type)

Executive Director
Title

Subscribed to before me this
7th day of June A.D., 1991.

(Signed) Michael L. Troyer
(Notary Public Signature)

"Official Seal"
Michael L. Troyer
Notary Public, State of Illinois
My Commission Expires April 24, 1993

(Sub)Exhibit II.

*Department Of Human Services Guidelines For Homeless
Services And Programs.*

Introduction.

The Chicago Department of Human Services is committed to providing high quality service to persons who have become homeless. The Department coordinates a broad range of services for persons who are homeless, including temporary overnight shelter, transitional shelter, second stage shelter, daytime drop-in centers, social services and technical assistance.

In order to ensure that persons who are homeless receive the help to which they are entitled, the Department has developed guidelines for programs that wish to be a part of the Department's service referral network, that is, the "Clearinghouse".

These guidelines are drawn from the experience of shelter programs, and reflect the standards that concerned program operators have created for themselves to provide safe and clean shelter, with respectful and caring staff members.

The guidelines seek to avoid the imposition of restrictions on creative means of helping persons who are homeless. There exists great variety among homeless services and programs, depending upon the needs and

resources of homeless persons served, the neighborhoods in which they live, and the organizations that provide service.

The guidelines do not replace other requirements of the Department of Human Services for delegate agencies (that is, agencies that receive D.H.S. funding). Delegate agencies will continue to meet contractual requirements produced by the Department, including fiscal operations, and monitoring and reporting.

The General Guidelines of Part 1 apply to all delegate agencies. The Program's Specific Guidelines of Parts 2 through 6 apply to all agencies that participate in the Clearinghouse, for respective program types.

Part 1.

General Guidelines:

Homeless Services And Programs.

1.01 Legal And Governance.

- a. Organizations that operate homeless services and programs will be incorporated as not-for-profit organizations in the State of Illinois. Organizations will be governed by a volunteer Board of Directors, with bylaws that specify the manner in which the organization is authorized to engage in contracts.
- b. Organizations will be in compliance with the regulations and reporting requirements of the City of Chicago, State of Illinois and United States of America.

1.02 Board Of Directors.

- a. The Board of Directors is responsible for the fiscal integrity of the organization, has a clear structure, and has the ability to fulfill its responsibilities.
- b. The Board of Directors meets as frequently as needed to fulfill governance responsibilities (quarterly at a minimum), and maintains minutes of meetings.

- c. Board members are oriented annually regarding their responsibilities, which orientation minimally includes the booklet (reprinted here on pages 3a and 3b) published by the Illinois Attorney General regarding the responsibilities of Board members of nonprofit organizations.
- d. The organization bylaws include a provision for Board of Directors' action between regularly scheduled Board meetings.
- e. Board members receive program and financial reports quarterly, at a minimum.
- f. The Board of Directors has adopted a written conflict of interest policy, requiring that no member of the Board will derive any personal profit or gain by reason of her/his membership on the Board. The conflict of interest policy may be included in the organization's bylaws.

1.03 Finance.

- a. Organizations will have an accounting system with cash receipts, cash disbursements and general journal, general ledger and payroll register. Policies governing the accounting system will be written.
- b. An annual audit will be performed by an independent certified public accountant.
- c. Revenue, expense and fund balance reports will be prepared for the Board of Directors at least quarterly.
- d. The annual budget will be adopted by the Board of Directors.
- e. Tax payments to the State of Illinois and United States Department of the Treasury will be timely.

1.04 Personnel.

- a. The organization will have a written policy, adopted by the Board of Directors, governing personnel matters, including vacations, holidays, authorized absences, nondiscrimination, hours of work, procedures for salary payments, exempt and nonexempt designations, compensatory time, and grievance procedures.

- b. Each employee will have a copy of the up-to-date personnel policies.
- c. The organization will conform to the Human Rights Ordinance of the City of Chicago.
- d. Employee performance will be reviewed annually, on the basis of a written job description, which shall be available for every position.
- e. Competent personnel who are fully equipped and qualified, and who receive adequate orientation and ongoing training for their jobs will be employed.
- f. Employees will record their work time daily in writing on a sign-in and destination sheet.

1.05 Administration.

- a. The organization will create and maintain current records for governance (e.g., bylaws, articles of incorporation, Board Member list), finance (including payroll), personnel, physical facilities and equipment, program services and participants/clients/residents, including individual case files (please see below for exceptions with temporary overnight shelters and drop-in centers) with name, person to contact in an emergency, income, relationships with other service agencies, and medical information. Case files will be confidential and maintained in a secure place to protect the privacy of participants.

Temporary overnight shelters and drop-in centers often serve guests in circumstances where it is not possible to collect individual case file information. Temporary overnight shelters and drop-in centers will have a way, such as a sign-in sheet, to collect the name and other relevant information of guests. They will also provide an opportunity for guests to share information about special health needs and a person to contact in an emergency. A more extensive case file is recommended for those temporary overnight shelters and drop-in centers that provide social services.

- b. There will be an effective organizational structure with clear reporting responsibilities.
- c. Adequate insurance coverage will be maintained.

- d. The organization will have a written policy prohibiting discrimination, in conformity with the Human Rights Ordinance of the City of Chicago.
- e. Organizations shall make every attempt to develop a good ongoing relationship with the community and police.
- f. Rules governing the program and participants will be posted in a prominent place, and a written copy provided to participants upon entry to the program. The rules will include a procedure for grievance by program participants.
- g. Religious participation shall not be used as a basis to discriminate. This prohibition includes direct and subtle encouragement of religious participation. Religious participation will not, under any circumstances, be a requirement for shelter.

1.06 Fund-Raising.

- a. The organization will raise at least 25% of the program financial support through sources other than the Department of Human Services.
- b. Organizations will comply with the Charitable Solicitation Act of the State of Illinois. (Copies are available from the Illinois Attorney General.)

Part 2.

Second Stage Shelter Programs.

2.01 Introduction.

- a. Second stage shelter programs provide temporary housing (which may extend to two years) with support services for persons who are homeless. The objective of second stage programs is to help persons who have been homeless prepare to find and keep permanent housing. The focus of all parts of a second stage housing program (including the physical facility, planned activities, daily routines and social services) is preparation of participants for permanent living arrangements. That preparation also includes a focus on specific objectives of

participants, such as education, employment, and health, that will contribute to acquiring permanent housing.

- b. Second stage shelter programs are not transitional shelter, in that expectations of participants are more extensive. Generally second stage housing programs will not respond to an emergency shelter request, but carefully interview potential participants to determine whether program services match the long-term needs of the applicant.
- c. Second stage shelter programs are not subsidized housing, in that they are temporary, with a term of participation of no more than two years. Also, participation in a second stage housing program includes expectations of educational, employment, and income development.
- d. Existing second stage programs include, but are not limited to, independent apartment units for families, and programs of shared housing, where two or more unrelated persons share some of the designated living space. Groups of participants include, but are not limited to: families who have been in emergency or transitional shelters; persons with A.I.D.S. or who test H.I.V. positive; single young persons under 25; single adult women (many of whom are mentally ill); and persons recovering from alcohol and substance addiction.
- e. Second stage programs will include those programs defined as "transitional housing" in the Supportive Housing Demonstration Program of the U.S. Department of Housing and Urban Development, funded through the Stewart B. McKinney Act.

2.02 Facilities.

- a. The program's physical plant will comply with the appropriate zoning, building, health and safety codes of the City of Chicago, and be clean, safe, secure, well-ventilated, properly lighted and heated.
- b. The facility design will be conducive to fostering independence in participants. In meal preparation, housekeeping, and other living activities, there will be opportunity for participants to take care of themselves, rather than have tasks done for them.
- c. Emergency procedures for illness, accident and fire will be written, posted in a prominent and accessible place, and

included in orientation for participants and staff immediately upon entry into the program. Emergency phone numbers (police, fire, ambulance, medical, mobile assessment team of the mental health services network, and the appropriate program supervisor) will be posted in a convenient and accessible place.

- d. Provision for clean bedding will be provided to program participants weekly, at a minimum. This may include participants having responsibility for their own laundry.
- e. Dangerous supplies and tools will be kept in secure, locked places. Unlawful controlled substances, alcohol, firearms, ammunition, and other weapons will not be permitted.
- f. A telephone in service will be available at the program site for all emergencies.
- g. Furniture appropriate to the persons being served will be available, such as cribs and bassinets for small children and infants. Facilities serving children will be prepared for child safety -- review by a responsible organization is recommended.
- h. Each resident will have a designated personal sleeping space.
- i. Unrelated adults will have segregated sleeping quarters by gender.
- j. At least one bathroom unit, including lavatory and toilet, will be available for every ten participants.
- k. Shower facilities will be available on site; laundry facilities will be available on site, or in a reasonably accessible location off site.
- l. Clean and sanitary kitchen and dining facilities will be available on site, or provision for off-site meals in a reasonably accessible location will be made.
- m. Resources for the control of roaches, rodents and body vermin will be available, and staff will address the problem aggressively.
- n. Provision will be made to reduce the risk of spread of contagious disease.
- o. Facilities will be available for the program's services and business affairs, within reasonable daytime access to program participants.

2.03 Program Services.

- a. Primary objective. Assisting persons who have been homeless to find and keep permanent housing will be the primary objective of second stage shelter programs. Second stage programs will also have objectives in areas such as education, health and income that reflect the needs of the group being served.
- b. Written program plan. A plan for the second stage housing program will be written, including a summary of the needs of persons served, intake and eligibility criteria, objectives (at least one will state how many persons will be successfully assisted to find permanent housing), and program methods and services.
- c. Written rules and guidelines. Program rules and guidelines for participants will be written and provided to participants during an intake interview. They will include expectations for participants and the program operator, a procedure for grievance, policy on rent charges, a contact for maintenance problems, and a 24-hour emergency contact for all other problems.
- d. Participant agreement. An agreement signed by participant and program representative will be provided for each participant family unit, stating specifically: how much rent will be charged; to whom rent will be paid, by what date and in what manner; starting and ending date of the agreement; the circumstances under which the agreement may be terminated. Rent will not exceed 30% of a participant's income. A written, signed receipt will be provided upon each rent payment.
- e. A trained and capable staff person will be on-site and available 24 hours a day. (Programs with independent apartment units for families may fulfill the "on-site" requirement by having a staff person available by telephone and on-call.) A schedule of staff coverage will be posted in a prominent place.
- f. Referral to medical services will be available.
- g. Services to help participants find permanent housing will be available; the services will be consistent with the needs identified in the program plan (above). At a minimum, they will include:

- planning: identifying the obstacles to acquiring permanent housing and setting goals to overcome them while in the program;
 - referral: supportive referral to known resources that can help overcome the obstacles and contribute to acquiring permanent housing (e.g., daycare, job training, employment placement, income assistance, medical care, mental health treatment);
 - follow-up: supportive regular contact with participants toward overcoming obstacles, meeting goals, and acquiring permanent housing.
-
- h. Program participants will have the opportunity to participate in household and social activities, such as cooking, cleaning, and recreation, that is, to be an active participant in the care of the living space and functions, and to have the opportunity for emotional support from staff, volunteers and other participants. Staff who organize and supervise household functions will actively seek and encourage the participation of program participants.
 - i. Food and nutritional needs will be provided for in one of two ways: independent family unit apartments will have kitchens equipped with stove, oven and refrigerator; shared housing programs will provide meals on-site or at a reasonably accessible off-site location. Special medical, cultural and religious needs will be honored within reasonable limits.
 - j. Religious participation shall not be used as a basis to discriminate. This prohibition includes direct and subtle encouragement of religious participation. Religious participation will not, under any circumstances, be a requirement for service, privileges, or any other program benefit.
 - k. Participants will have a means of making recommendations and suggestions for program operations, such as a regular, weekly house meeting with staff.
 - l. Fees or charges will not be a requirement to receive the benefits of the program, except where rent or occupancy fees are charged in a manner consistent with Section 2.03, Paragraph (d) (above).

2.04 Recommended Minimum Staffing.

- a. Second stage shelter programs need to be staffed round the clock, in the following way:
 - at least one staff person available during business hours to receive telephone calls and visits from persons seeking to participate in the program, or to provide information regarding services, eligibility, and availability;
 - at least one staff person for each thirty participants (family units) working during business hours with participants on finding and keeping permanent housing, including: assisting in the development of goals while in the program, frequent meetings to provide support in attaining goals, and identifying helpful resources inside and outside the agency (e.g., public assistance, training agencies, employment, daycare, transportation, medical care);
 - at least one staff person available at the residence when participants are "home" at the program (usually evenings and weekends), to assist with and supervise household or community activities, such as meal preparation, laundry and cleaning, at-home activities (an exception may be requested for programs with independent family unit sites);
 - at least one staff person on site during nighttime hours for security and emergency response (an exception may be requested for programs with independent family unit sites);
 - at least one supervisory staff person available and on call 24 hours a day for any emergency.

2.05 Job Descriptions And Salary.

- a. Job descriptions listed below include minimum, not exhaustive, responsibilities and requirements.
- b. Here is what the salary information listed below means:

Average Salary -- this is the mean average of actual salaries paid by D.H.S. delegate agencies in FY 91 in each job category. Salaries used for computation were annualized and full-time equivalents. A few extremely low salaries, far from the cluster of salaries in a category, were excluded from the computation.

The resulting salary average, therefore, reflects existing salaries. The Chicago Task Force on Homelessness and the Department of Human Services do not intend to imply that the average is also an ideal.

Range -- the range indicated, which is not intended to limit agencies, is computed from the average. The low end of the range is 75% of the average; the high end of the range is 135% of the average. Some adjustments were made so that comparable positions (across program types within these guidelines) showed consistent ranges; the adjustments were always toward the greater salary. The range resulting from the formula includes more than 95% of actual salaries, and excludes a few extremely low salaries. The Chicago Task Force on Homelessness and the Department of Human Services recognize that this range is not an ideal, and that it may be appropriate to exceed the range.

(The United Way/Crusade of Mercy in Chicago and the Child Welfare League of America publish a salary survey and recommended salary schedules, respectively; agencies which serve homeless persons may find those guides helpful, while recognizing the differences with their own programs.)

- c. Program Director (alternative titles: Program Coordinator/Manager/Administrator/Supervisor, Housing Manager/Director):
 - responsibilities: overall management of the program, including staff supervision, physical facility maintenance, program reporting and budgeting, and communication with the Department of Human Services.
 - requirements: knowledge of the needs of persons served in the program, experience with the same, good oral and written communication skills.
 - salary: average \$23,000 (see 2.05(b) above).
range \$17,300 -- \$31,000.
- d. Social Services Worker (alternative titles: Case Manager, Residential Aide, Social/Outreach/Field/Emergency Service/Case Worker, Program Associate/Coordinator/Aide):
 - responsibilities: assisting participants to prepare for and find permanent housing, including assisting in goal-setting,

referral to support services inside and outside the agency, and ongoing support of participants in goal achievement.

- requirements: knowledge of the needs of persons served in the program, knowledge of resources available to assist participants, respect for and ability to work well with participants.
- salary: average \$17,500 (see 2.05 (b) above).
range \$13,100 -- \$23,600.
- for persons with a master's degree in a professional discipline (like Social Work, Pastoral Care, Psychology -- these professional titles will have requirements from other regulatory agencies beyond the minimums listed above):

average \$25,100 (see 2.05 (b) above).
range \$18,800 -- \$33,900.

e. House Manager (alternative titles: Site/Facilities/Residence/
Night Manager, Night/Weekend Supervisor, House Parent):

- responsibilities: assisting with and supervising the household activities of participants, including meal preparation, at-home recreation, cleaning and laundry, and other activities.
- requirements: ability to respect and be respected by participants and crisis management skills in resolving conflicts.
- salary: average \$17,800 (see 2.05 (b) above).
range \$13,400 -- \$24,000.

f. Maintenance and Housekeeping (alternative titles: Chef, Cook, Janitor, Driver, Program Assistant):

- responsibilities: specific residential support activities, like cooking, cleaning, repair, delivery and pick-up.
- requirements: honesty, respect for person is and possessions of participants.

- salary: average \$13,800 (see 2.05 (b) above).
range: \$10,400 -- \$18,600.

- g. Administrative Support. The Department of Human Services recognizes that there are administrative costs involved in operating a program. It also recognizes that appropriate administrative costs vary greatly from program to program. In order to be fair to all delegate agencies, and to prevent abuses, it is recommended that administrative support through D.H.S. funding not exceed 15% of the total cost of providing the program. Below is salary information about some administrative support positions. In these guidelines, ranges are not indicated for administrative salaries because of the wide variation among agencies. Actual ranges in these positions are much greater than the ranges in the program positions listed above, so much so that listing a range here would be very arbitrary and not very useful.

- Executive Director:

average \$33,800 (see 2.05 (b) above).

- Department Director (e.g., Professional Services, Development, Accounting, Business, Volunteer, etc.):

average \$31,000 (see 2.05 (b) above).

- Secretary (alternative titles: Clerk, Administrative Assistant, Bookkeeper, Receptionist):

average \$17, 200 (see 2.05 (b) above).

Part 3.

Transitional Shelters.

3.01 Introduction.

- a. Transitional shelter programs provide an emergency home to persons who have become homeless, and provide an opportunity to look, and save funds, for a new permanent home. The emergency shelter focus is especially true for transitional shelters that serve families with children, for whom a temporary

overnight shelter is very inadequate. Reducing the trauma and stress of being homeless, and then assisting the guest or family head to make decisions about the immediate future, are the priorities of transitional shelters.

- b. New residents will often be accepted into transitional shelters through a telephone referral, after enough information has been shared to determine the appropriateness of the referral -- the first priority being to insure that no one be without appropriate shelter. A more extensive, in-person intake interview is usually conducted at the first reasonable opportunity after the resident has arrived. Expectations regarding participation in shelter activities, savings plans, and other actions, may become more extensive if residents are able to benefit from them and wish to remain in the shelter more than a few days.
- c. Transitional shelters are not temporary overnight shelters, in that they operate 24 hours a day, and guests have personally assigned sleeping space. Transitional shelters are not subsidized housing or second stage shelter, in that they can charge no rent or fee from residents.
- d. Transitional shelter, as defined here, is not to be confused with "transitional housing" as defined in the Supportive Housing Demonstration Program of the United States Department of Housing and Urban Development.

3.02 Municipal Code Of Chicago Restrictions.

- a. Chapter 13-212 of the Municipal Code of Chicago (reprinted below on page 14a) places restrictions on operators of transitional shelter programs.

3.03 Facilities.

- a. The program's physical plant will comply with the appropriate zoning, building, health and safety codes of the City of Chicago, and be clean, safe, secure, well-ventilated, properly lighted and heated. In Chicago, A Special Use Permit Is Required To Operate A Transitional Shelter.
- b. The facility design will be conducive to helping guests feel safe and secure.

c. Emergency procedures.

Emergency procedures for illness, accident and fire (which will include an Escape Plan Diagram) will be written, posted in a prominent and accessible place, and included in orientation -- both written and oral -- for residents and staff immediately upon entry into the program.

Emergency phone numbers (police, fire, ambulance, medical, mobile assessment team of the mental health services network, and the appropriate program supervisor) will be posted in a convenient and accessible place.

A designated staff person on duty overnight will know exactly how many adults, children and infants are in the shelter at all times.

A fire drill will be conducted monthly, except where no change in staff or residents has occurred since the previous drill.

At least one staff person will be available on site at all times who is trained in Cardio-Pulmonary Resuscitation.

d. Provision for clean bedding will be provided to residents upon arrival, and then weekly, at a minimum.

e. Medications, dangerous supplies and tools will be kept in secure, locked places. Unlawful controlled substances, alcohol, firearms, ammunition, and other weapons will not be permitted.

f. A telephone in service will be available at the shelter for all emergencies.

g. Furniture appropriate to the persons being served will be available, such as cribs and bassinets for small children and infants. Facilities serving children will be prepared for child safety -- review by a responsible organization is recommended.

h. Each resident will have a designated personal sleeping space.

i. Unrelated adults will have segregated sleeping quarters by gender.

j. At least one bathroom unit, including lavatory and toilet, will be available for every ten residents.

k. Shower facilities will be available on-site; laundry facilities will be available on-site, or in a reasonably accessible location off-site.

- l. Clean and sanitary kitchen and dining facilities will be available on-site, or provision for off-site meals in a reasonably accessible location will be made. Where food is served, the organization will comply with Municipal Code Chapter 4-344 and Board of Health Rules and Regulations relating to food dispensing establishments. This includes a certificate of registration in food handling and sanitation issued by the Chicago Board of Health to members of supervisory or managerial staff. (The Code and Rules and Regulations are available at the Municipal Reference Library in City Hall.)
- m. Resources for the control of roaches, rodents and body vermin will be available, and staff will address the problem aggressively.
- n. Provision will be made to reduce the risk of spread of contagious disease; for instance, when chicken pox, measles and mumps are present, intake should be restricted to only persons with written inoculation records.
- o. Facilities will be available for the shelter's services and business affairs, within reasonable daytime access to residents.

3.04 Program Services.

- a. Primary objective. Providing safe and secure temporary housing with assistance to make decisions about the immediate future will be the primary objective of transitional shelters.
- b. Written program plan. An overall description of the program will be available in writing, including a statement about the persons the program intends to serve (i.e., what are their anticipated circumstances, capacities, and needs) intake and eligibility criteria, program objectives, and program methods and services.
- c. Written rules and guidelines. Program rules and guidelines for residents will be written and provided during an intake interview. They will include expectations for transitional shelter residents and the program operator, and a grievance procedure for residents.
- d. A daily schedule of shelter activities will be posted in a prominent and accessible place, to accompany personal communications between staff and residents.

- e. A trained and capable staff person will be on-site and available 24 hours a day. A schedule of staff coverage will be posted in a prominent place.
- f. Referral to medical services will be available.
- g. Services to help residents to feel at home, and then find permanent housing, will be available; the services will be consistent with the needs identified in the program plan (above). At a minimum, they will include:
 - hospitality: welcoming the resident(s) to the shelter, introducing to other residents and staff, and orienting to rules, schedule and resources (staff, clothing, food, transportation, child care, linens, et cetera);
 - planning: identifying the obstacles to acquiring permanent housing and setting goals to overcome them while in the program;
 - referral: supportive referral to known resources that can help overcome the obstacles and contribute to acquiring permanent housing (e.g., daycare, job training, employment placement, income assistance, medical care, mental health treatment);
 - follow-up: supportive regular contact with residents toward overcoming obstacles, meeting goals, and acquiring permanent housing.
- h. Residents will have the opportunity to participate in household and social activities, such as cooking, cleaning, and recreation, that is, to be an active participant in the care of the living space and functions, and to have the opportunity for emotional support from staff, volunteers and other participants. Staff who organize and supervise household functions will actively seek and encourage the participation of residents.
- i. Food and nutritional needs will be provided for; special medical needs will be honored within reasonable limits. Shelters are encouraged to be sensitive to cultural and religious dietary concerns of residents.

- j. Religious participation shall not be used as a basis to discriminate. This prohibition includes direct and subtle encouragement of religious participation. Religious participation will not, under any circumstances, be a requirement for shelter.
- k. Residents will have a means of making recommendations and suggestions for program operations, such as a regular, weekly house meeting with staff.
- l. Fees or rent charges will not be allowed.

3.05 Recommended Minimum Staffing.

- a. Transitional shelters need to be staffed round the clock, as described below. Some staff functions may be combined in one or more positions.
 - The Intake Person: at least one staff person available during business hours to receive emergency telephone calls from persons and agencies seeking emergency shelter placement, to make determinations regarding entrance into the shelter, and to provide information regarding services, eligibility, and availability;
 - The Hospitality Person: at the time of every new resident's arrival, at least one staff person available to provide hospitality, that is, introduction to others in the shelter, orientation to rules and schedule, assignment to personal sleeping space, and seeing to it that all immediate needs (for things such as food, drink, clothing, diaper change) are met;
 - The Case Management Person: at least one staff person for each thirty participants (family units) working during business hours with residents on finding and keeping permanent housing, including: assisting in the development of goals while in the program, frequent meetings to provide support in attaining goals, and identifying helpful resources inside and outside the agency (e.g., public assistance, training agencies, employment, daycare, transportation, medical care);
 - The Household Supervisory Person: at least one staff person available at the shelter when residents are home and awake, to assist with and supervise household or community activities, such as meal preparation, laundry and cleaning, at-

home activities (an exception may be requested for shelters with independent family unit sites);

- The Security Person: at least one staff person on site 24 hours a day for security and emergency response (an exception may be requested for shelters with independent family unit sites);
- The On-Call Person: at least one supervisory staff person available and on call 24 hours a day for any emergency.

3.06 Job Descriptions And Salary.

- a. Job descriptions listed below include minimum, not exhaustive, responsibilities and requirements.
- b. Here is what the salary information listed below means:

Average Salary -- this is the mean average of actual salaries paid by D.H.S. delegate agencies in FY 91 in each job category. Salaries used for computation were annualized and full-time equivalents. A few extremely low salaries, far from the cluster of salaries in a category, were excluded from the computation. The resulting salary average, therefore, reflects existing salaries. The Chicago Task Force on Homelessness and the Department of Human Services do not intend to imply that the average is also an ideal.

Range -- the range indicated, which is not intended to limit agencies, is computed from the average. The low end of the range is 75% of the average; the high end of the range is 135% of the average. Some adjustments were made so that comparable positions (across program types within these guidelines) showed consistent ranges; the adjustments were always toward the greater salary. The range resulting from the formula includes more than 95% of actual salaries, and excludes a few extremely low salaries. The Chicago Task Force on Homelessness and the Department of Human Services recognize that this range is not an ideal, and that it may be appropriate to exceed the range.

(The United Way/Crusade of Mercy in Chicago and the Child Welfare League of America publish a salary survey and recommended salary schedules, respectively; agencies which serve homeless persons may find those guides helpful, while recognizing the differences with their own programs.)

c. Program Director (alternative titles: Shelter/Program/Housing Coordinator/Manager/Administrator/Supervisor/Director):

- responsibilities: overall management of the program, including staff supervision, physical facility maintenance, program reporting and budgeting, and communication with the Department of Human Services.
- requirements: knowledge of the needs of persons served in the programs, experience with the same, good oral and written communication skills.
- salary: average salary \$22,200 (see 3.06(b) above).
range \$16,700 -- \$30,000.

d. Social Services Worker (alternative titles: Intake Worker, Social Worker, Case Manager, Case Worker, Program Coordinator):

- responsibilities: assisting residents to prepare for and find permanent housing, including assisting in goal-setting, referral to support services inside and outside the agency, and ongoing support of residents in goal achievement.
- requirements: knowledge of the needs of persons served in the shelter, knowledge of resources available to assist residents, respect for and ability to work well with residents.
- salary: average \$16,300 (see 3.06(b) above).
range \$12,200 -- \$23,600.
- for persons with a master's degree in a professional discipline (like Social Work, Pastoral Care, Psychology -- these professional titles will have requirements from other regulatory agencies beyond the minimums listed above):

average \$23,500 (see 3.06(b) above).
range \$17,600 -- \$33,900.

e. Aide (alternative titles: House Aide, Shelter Aide, Floor Aide, Activity Aide, Shelter Assistant):

- responsibilities: providing security (controlling who enters the program site), assisting with the household activities of participants, being available to respond to guest's questions, and other activities. Many Programs Include Full-Time And Part-Time Aides.
- requirements: ability to respect and be respected by participants and crisis management skills in resolving conflicts.
- salary: average \$10,300 (see 3.06(b) above).
range \$7,700 -- \$17,300.

f. Maintenance and Housekeeping (alternative titles: Chef, Cook, Janitor, Driver, Program Assistant):

- responsibilities: specific residential support activities, like cooking, cleaning, repair, delivery and pickup. In Many Cases, This Is Less Than A Full-Time Position.
- requirements: honesty, respect for person and possessions of participants.
- salary: average \$10,100 (see 3.06(b) above).
range \$7,600 -- \$17,300.

g. Administrative Support.

The Department of Human Services recognizes that there are administrative costs involved in operating a program. It also recognizes that appropriate administrative costs vary greatly from program to program. In order to be fair to all delegate agencies, and to prevent abuses, it is recommended that administrative support through D.H.S. funding not exceed 15% of the total cost of providing the program.

Below is salary information about some administrative support positions. In these guidelines, ranges are not indicated for administrative salaries because of the wide variation among agencies. Actual ranges in these positions are much greater than the ranges in the program positions listed above, so much so that listing a range here would be very arbitrary and not very useful.

-- Executive Director:

average \$39,200 (see 3.06(b) above).

-- Department Director (e.g., Professional Services, Development, Accounting, Business, Volunteer, et cetera):

average \$36,200 (see 3.06(b) above).

-- Secretary (alternative: Clerk, Administrative Assistant, Bookkeeper, Receptionist):

average \$15,900 (see 3.06(b) above).

Part 4.

Social Service Programs.

4.01 Introduction.

- a. Social service programs help persons who are homeless, or were homeless, or by their circumstances, are likely to become homeless, to find and to keep a home. Many issues may affect a person's or family's ability to maintain permanent housing, so social service programs address issues of income, employment, training, nutrition and health, including alcohol and drug abuse, mental health, family relations and others. Social service programs work best when coordinated with housing and shelter programs -- sometimes based in a shelter or residence, and sometimes based outside and relating to a number of shelters.
- b. Social service programs include one or all of the following:
 - outreach to homeless persons on the streets and in public places where a worker may be able to begin a relationship and be of assistance;
 - outreach to persons who are staying in a shelter to assist them to find permanent housing;
 - meeting with persons who have a home, to assist them to keep it.

4.02 Facilities.

- a. A social service program may operate in public places, in a shelter program, in the client's home, or in a business office. Wherever the service site is the responsibility of the program operator, the program's physical plant will comply with the appropriate zoning, building, health and safety codes of the City of Chicago, and be clean, safe, secure, well-ventilated, properly lighted and heated.

4.03 Program Services.

- a. Primary objective. Assisting persons (who are, were, or are likely to become homeless) to find and keep permanent housing will be the primary objective of social service programs.
- b. Written program plan. An overall description of the program will be available in writing, including a statement about the persons the program intends to serve (i.e., what are their anticipated circumstances, capacities, and needs), intake and eligibility criteria, program objectives (at least one will state how many persons will be successfully assisted to find or keep permanent housing), and program methods and services.
- c. Written services, rules and guidelines. Program services, rules and guidelines will be written and available to clients immediately upon establishing a relationship with each client.
- d. Services will be consistent with the needs identified in the program plan (above). At a minimum, they will include:
 - planning: identifying the obstacles to acquiring permanent housing and setting goals to overcome them while in the program;
 - referral: supportive referral to known resources that can help overcome the obstacles and contribute to acquiring permanent housing (e.g., daycare, job training, employment placement, income assistance, medical care, mental health treatment);
 - follow-up: supportive regular contact with participants toward overcoming obstacles, meeting goals, and acquiring permanent housing.

Service may also include the following:

- outreach: being available at locations where homeless persons carry on daily activities, with resources regarding shelter and housing, health, and so on;
 - advocacy: transporting and accompanying clients to visits to public assistance offices, clinics, apartments and other places;
 - education and training: presentations to individuals and groups regarding housing, health, employment, income, relationship and other concerns.
- e. Fees or charges will not be a requirement to receive the benefits of the program.

4.04 Recommended Minimum Staffing.

- a. Staffing needs vary greatly, depending upon the kind of service being provided and the housing circumstances of clients.

4.05 Job Descriptions And Salary.

- a. Job descriptions listed below indicate minimum, not exhaustive, responsibilities and requirements.
- b. Here is what the salary information listed below means:

Average Salary -- this is the mean average of actual salaries paid by D.H.S. delegate agencies in FY 91 in each job category. Salaries used for computation were annualized and full-time equivalents. A few extremely low salaries, far from the cluster of salaries in a category, were excluded from the computation. The resulting salary average, therefore, reflects existing salaries. The Chicago Task Force on Homelessness and the Department of Human Services do not intend to imply that the average is also an ideal.

Range -- the range indicated, which is not intended to limit agencies, is computed from the average. The low end of the

range is 75% of the average; the high end of the range is 135% of the average. Some adjustments were made so that comparable positions (across program types within these guidelines) showed consistent ranges; the adjustments were always toward the greater salary. The range resulting from the formula includes more than 95% of the actual salaries, and excludes a few extremely low salaries. The Chicago Task Force on Homelessness and the Department of Human Services recognize that this range is not an ideal, and that it may be appropriate to exceed the range.

(The United Way/Crusade of Mercy in Chicago and the Child Welfare League of America publish a salary survey and recommended salary schedules, respectively; agencies which serve homeless persons may find those guides helpful, while recognizing the differences with their own programs.)

- c. Social Service Program Director (alternative titles: Program Coordinator/Manager/Supervisor):
 - responsibilities: overall management of the program, including staff supervision, program reporting and budgeting, and communication with the Department of Human Services.
 - requirements: knowledge of the needs of persons served in the program, experience with the same, good oral and written communication skills.
 - salary: average salary \$23,800 (see 4.05 (b) above).
range \$17,900 -- \$32,100.
- d. Caseworker (alternative titles: Outreach Worker, Social Worker, Intake Worker):
 - responsibilities: assisting participants to prepare for and find and maintain permanent housing, including assisting in goal-setting, referral to support services inside and outside the agency, and ongoing support of participants in goal achievement.
 - requirements: knowledge of the needs of persons served in the program, knowledge of resources available to assist participants, respect for and ability to work well with participants.

- salary: average \$18,100 (see 4.05 (b) above).
range \$13,600 -- \$24,400;
- for persons with a master's degree in a professional discipline (like Social Work, Pastoral Care, Psychology -- these professional titles will have requirements from other regulatory agencies beyond the minimums listed above):

average \$25,100 (see 4.05 (b) above).
range \$18,800 -- \$33,900.

e. Administrative Support.

The Department of Human Services recognizes that there are administrative costs involved in operating a program. It also recognizes that appropriate administrative costs vary greatly from program to program. In order to be fair to all delegate agencies, and to prevent abuses, it is recommended that administrative support through D.H.S. funding not exceed 15% of the total cost of providing the program.

Below is salary information about some administrative support positions. In these guidelines, ranges are not indicated for administrative salaries because of the wide variation among agencies. Actual ranges in these positions are much greater than the ranges in the program positions listed above, so much so that listing a range here would be very arbitrary and not very useful.

-- Executive Director:

average \$39,000 (see 4.05 (b) above).

-- Secretary (alternative titles: Clerk, Administrative Assistant, Bookkeeper, Receptionist):

average \$17,800 (see 4.05 (b) above).

Part 5.

Temporary Overnight Shelter Programs.

5.01 Introduction.

- a. Temporary overnight shelters provide emergency sleeping accommodations for persons who have become homeless. Temporary overnight shelters are open only at night, for a maximum of twelve consecutive hours, and depend upon referral to other programs that operate during the day to provide assistance to guests with income, employment, and health. Ideally, temporary overnight shelters operate from 7:00 or 8:00 P.M. until 7:00 or 8:00 A.M., although competing uses of space (in church buildings, for instance) sometimes delays opening until later. When linked with daytime drop-in centers, social service programs and other resources, temporary overnight shelters may also be a means of helping persons who are homeless to prepare for and find permanent housing.
- b. Guests will generally be accepted into temporary overnight shelter with a minimum of questions, the first priority being to insure that no one be without shelter. Some shelters have expectations regarding participation in activities such as housing search, employment or training, and savings plans, for guests who are able to benefit from them and who wish to return more than a few nights.

5.02 Municipal Code Of Chicago Restrictions.

- a. Chapter 13-208 of the Municipal Code of Chicago (reprinted below on pages 26a, 26b and 26c) places restrictions on operators of temporary overnight shelters.

5.03 Facilities.

- a. The program's physical plant will comply with the appropriate zoning, building, health and safety codes of the City of Chicago, and be clean, safe, secure, well-ventilated, properly lighted and heated. In Chicago, A Special Use Permit Is Required To Operate A Temporary Overnight Shelter.

- b. The facility design will be conducive to helping guests feel safe and secure.
- c. Emergency procedures for illness, accident and fire (which will include an Escape Plan Diagram) will be written, posted in a prominent and accessible place, and included in orientation -- both written and oral -- for guests and staff immediately upon entry into the program.

Emergency phone numbers (police, fire, ambulance, medical, mobile assessment team of the mental health services network, and the appropriate program supervisor) will be posted in a convenient and accessible place.

A designated staff person on duty overnight will know exactly how many adults, children and infants are in the shelter at all times.

At least one staff person will be available on site at all times who is trained in Cardio-Pulmonary Resuscitation.

- d. Provision for clean bedding will be provided to guests upon first arrival, and then weekly, at a minimum.
- e. Dangerous supplies and tools will be kept in secure, locked places. Unlawful controlled substances, alcohol, firearms, ammunition, and other weapons will not be permitted.
- f. A telephone in service will be available at the shelter for all emergencies.
- g. Furniture appropriate to the persons being served will be available, such as cribs and bassinets for small children and infants. Facilities serving children will be prepared for child safety -- review by a responsible organization is recommended.
- h. Each guest will have a designated personal sleeping space.
- i. Where food is served, the organization will comply with Municipal Code Chapter 4-344 and Board of Health Rules and Regulations relating to food dispensing establishments. This includes a certificate of registration in food handling and sanitation issued by the Chicago Board of Health to members of supervisory or managerial staff. (The Code, Rules and Regulations are available at the Municipal Reference Library in City Hall.)

- j. Resources for the control of roaches, rodents and body vermin will be available, and staff will address the problem aggressively.
- k. Provisions will be available to separate persons with contagious diseases, such as chicken pox, measles and mumps.

5.04 Program Services.

- a. Primary objective. Providing safe and secure emergency shelter will be the primary objective of temporary overnight shelters.
- b. Written program plan. An overall description of the program will be available in writing, including a statement about the persons the shelter intends to serve (i.e., what are their anticipated circumstances, capacities, and needs), intake and eligibility criteria, program objectives, and program methods and services.
- c. Written rules and guidelines. Rules and guidelines for guests will be written and posted in a prominent place. They will include expectations for temporary overnight shelter guests and the program operator, and a grievance procedure for guests.
- d. A nightly schedule for the shelter will be posted in a prominent and accessible place, to supplement personal communications between staff and guests.
- e. A trained and capable staff person will be on-site, awake and available at all times that the shelter is open. A schedule of staff coverage will be posted in a prominent place.
- f. Referral to medical services will be available.
- g. Services to help guests to feel at home, and then be referred to appropriate day services, will be available. The services will be consistent with the needs identified in the program plan (above). At a minimum, they will include:
 - hospitality: welcoming the guest(s) to the shelter, and orienting to rules, schedule and resources (staff, clothing, food, transportation, child care, linens, etc.);
 - referral: supportive referral to known resources that can help (e.g., income assistance, medical care, mental health treatment, job training, employment placement);

- follow-up: supportive regular contact in the shelter with returning guests toward meeting emergency needs and getting out of the shelter permanently. In many temporary overnight shelters, this is very informal.
- h. Food and nutritional needs may be provided for; shelters are encouraged to be sensitive to special medical, cultural and religious needs within reasonable limits.
- i. Religious participation shall not be used as a basis to discriminate. This prohibition includes direct and subtle encouragement of religious participation. Religious participation will not, under any circumstances, be a requirement for temporary overnight shelter.
- j. Guests will have a means of making recommendations and suggestions for program operations.
- k. Direct and indirect fees or rent charges will not be allowed.
- l. The shelter will have a means of responding to referral requests during business hours. That is, at a time when the shelter will not be open, the shelter will be able to receive telephone calls from persons and agencies seeking emergency shelter placement and to provide information regarding services, eligibility, and availability.

5.05 Recommended Minimum Staffing.

- a. Please refer to the minimum staffing requirements mandated by City Code (Section 5.02, above). Staffing needs to include the functions listed below. In smaller shelters, some staff functions may be combined.
 - The Intake Person: at least one staff person available during the time the shelter is open to make determinations regarding entrance into the shelter, and to provide information regarding services, eligibility, and availability;
 - The Hospitality Person: at the time of every guest's arrival, at least one staff person available to provide hospitality, that is, orientation to rules and schedule, assignment to personal sleeping space, and seeing to it that all immediate needs (for things such as emergency medical referral) are met;

- The Referral Information Person: at least one staff person working during the time when guests arrive at the shelter (or before shelter hours, if the resources are available) on finding helpful resources inside and outside the agency (e.g., public assistance, legal aid, housing, training agencies, employment, transportation, medical care);
- The Shelter Supervisory Person: at least one staff person available at the shelter when guests are arriving and getting settled in to a sleeping space, to assist with and supervise intake, bed assignments, meals, and social service referral;
- The Overnight Person: at least one staff person on site and awake during the hours that guests are asleep, for security and emergency response, and to provide wake-up to persons with early work schedules;
- The On-Call Person: at least one supervisory staff person available and on call during the hours the shelter is operating.

5.06 Job Descriptions And Salary.

- a. Job descriptions listed below include minimum, not exhaustive, responsibilities and requirements.
- b. Here is what the salary information listed below means:

Average Salary -- this is the mean average of actual salaries paid by D.H.S. delegate agencies in FY 91 in each job category. Salaries used for computation were annualized and full-time equivalents. A few extremely low salaries, far from the cluster of salaries in a category, were excluded from the computation. The resulting salary average, therefore, reflects existing salaries. The Chicago Task Force on Homelessness and the Department of Human Services do not intend to imply that the average is also an ideal.

Range -- the range indicated, which is not intended to limit agencies, is computed from the average. The low end of the range is 75% of the average; the high end of the range is 135% of the average. Some adjustments were made so that comparable positions (across program types within these guidelines) showed consistent ranges; the adjustments were always toward the greater salary. The range resulting from the formula includes

more than 95% of actual salaries, and excludes a few extremely low salaries. The Chicago Task Force on Homelessness and the Department of Human Services recognize that this range is not an ideal, and that it may be appropriate to exceed the range.

(The United Way/Crusade of Mercy in Chicago and the Child Welfare League of America publish a salary survey and recommended salary schedules, respectively; agencies which serve homeless persons may find those guides helpful, while recognizing the differences with their own programs.)

- c. Program Director (alternative titles: Shelter/Program Administrator and in a few programs, Executive Director):
 - responsibilities: overall management of the program, including staff supervision, physical facility maintenance, program reporting and budgeting, and communication with the Department of Human Services.
 - requirements: knowledge of the needs of persons served in the program, experience with the same, good oral and written communication skills.
 - salary: average \$21,600 (see 5.06(b) above).
range \$16,200 -- \$29,200.
- d. Shelter Supervisor (alternative titles: Overnight Supervisor/Coordinator):
 - responsibilities: on site supervisory responsibility during the hours that the shelter operates, often while assisting with intake, orientation, referral, and food service.
 - requirements: knowledge of the needs of persons served in the program, knowledge of resources available to assist participants, respect for and ability to work well with participants.
 - salary: average \$15,800 (see 5.06(b) above).
range \$11,900 -- \$21,300.

e. Overnight Worker (alternative titles: Shelter/Staff Aide/Assistant):

-- responsibilities: during operating hours, assists with arrival of guests, assignment of bed space, food service, coordination of shower and laundry use, providing overnight security, being available to respond to guest's questions, and other activities. Many Programs Include Full-Time And Part-Time Workers.

-- requirements: ability to respect and be respected by participants, and crisis management skills in resolving conflicts.

-- salary: average \$12,000 (see 5.06(b) above).
range \$9,000 -- \$16,200.

f. Shelter Support.

A number of shelters employ janitors, building engineers, cooks, and other support staff. Many of these positions are part-time. There are too few such positions to provide meaningful salary data for comparison.

g. Administrative Support.

The Department of Human Services recognizes that there are administrative costs involved in operating a program. It also recognizes that appropriate administrative costs vary greatly from program to program. In order to be fair to all delegate agencies, and to prevent abuses, it is recommended that administrative support through D.H.S. funding not exceed 15% of the total cost of providing the program.

In these guidelines, salary averages and ranges are not indicated for administrative salaries because of the wide variation among agencies. Actual ranges in these positions are much greater than the ranges in the program positions listed above, so much so that listing a range here would be very arbitrary and not very useful.

Part 6.

Drop-In Centers.

6.01 Introduction.

- a. Drop-in centers provide emergency shelter during day and evening hours for persons who are homeless. Drop-in center guests often receive a place to wash or shower, nutritious meal(s), clean clothing, personal storage space, and a mailing address. Many drop-in centers also provide social services directed at helping guests prepare for, find and maintain permanent housing.
- b. Guests will generally be accepted into drop-in centers with a minimum of questions, the first priority being to insure that no one be without shelter. Some centers have expectations regarding participation in housing search, employment or training, savings plans, and other actions, for guests who are able to benefit by them and who wish to return for more than a few days.

6.02 Facilities.

- a. The center's physical plant will comply with the appropriate zoning, building, health and safety codes of the City of Chicago, and be clean, safe, secure, well-ventilated, properly lighted and heated.
- b. The facility design will be conducive to helping guests feel safe and secure.
- c. Emergency procedures for illness, accident and fire (which will include an Escape Plan Diagram) will be written, posted in a prominent and accessible place, and included in orientation -- both written and oral -- for guests and staff immediately upon entry into the program.

Emergency phone numbers (police, fire, ambulance, medical, mobile assessment team of the mental health services network, and the appropriate program supervisor) will be posted in a convenient and accessible place.

At least one staff person will be available on-site at all times who is trained in Cardio-Pulmonary Resuscitation.

- d. Dangerous supplies and tools will be kept in secure, locked places. Unlawful controlled substances, alcohol, firearms, ammunition, and other weapons will not be permitted.
- e. A telephone in service will be available at the center for all emergencies.
- f. Furniture appropriate to the persons being served will be available, such as cribs and bassinets for small children and infants. Facilities serving children will be prepared for child safety -- review by a responsible organization is recommended.
- g. If food is provided, the organization will comply with Municipal Code Chapter 4-344 and Board of Health Rules and Regulations relating to food dispensing establishments. This includes a certificate of registration in food handling and sanitation issued by the Chicago Board of Health to members of supervisory or managerial staff. (The Code, Rules and Regulations are available at the Municipal Reference Library at City Hall).
- h. Resources for the control of roaches, rodents and body vermin will be available, and staff will address the problem aggressively.

6.03 Program Services.

- a. Primary objective. Providing safe and secure emergency day and evening shelter will be the primary objective of drop-in centers.
- b. Written program plan. An overall description of the center will be available in writing, including a statement about the persons the center intends to serve (i.e., what are their anticipated circumstances, capacities, and needs), intake and eligibility criteria, program objectives, and program methods and services.
- c. Written rules and guidelines. Rules and guidelines for guests will be written and posted in a prominent place. They will include expectations for guests and the center operator, and a grievance procedure for guests.
- d. A daily schedule for the center will be posted in a prominent and accessible place, to supplement personal communications between staff and guests.

- e. A trained and capable staff person will be on-site and available at all times that the center is open. A schedule of staff coverage will be posted in a prominent place.
- f. Referral to medical services will be available.
- g. Services to help guests to feel at home, and then be referred to appropriate services inside and outside the center, will be available. The services will be consistent with the needs identified in the program plan (above). At a minimum, they will include:
 - hospitality: welcoming the guest(s) to the center, and orientation to rules, schedule and resources (staff, shower, laundry, clothing, food, transportation, etc.);
 - referral: supportive referral to known resources that can help (e.g., income assistance, medical care, mental health treatment, job training, employment placement);
 - follow-up: supportive regular contact with guests toward meeting emergency needs and securing permanent shelter.
- h. Food may be provided; drop-in centers are encouraged to honor special medical, cultural and religious needs within reasonable limits.
- i. Religious participation shall not be used as a basis to discriminate. This prohibition includes direct and subtle encouragement of religious participation. Religious participation will not, under any circumstances, be a requirement for shelter.
- j. Participants will have a means of making recommendations and suggestions for center operations.
- k. Direct and indirect fees or rent charges will not be allowed.

6.04 Recommended Minimum Staffing.

- a. Staffing needs to include the functions listed below. Some staff functions may be combined in one or more positions.

- The Intake Person: at least one staff person available during the time the center is open to make determinations regarding entrance into the shelter, and to provide information (in person and by telephone) regarding services, eligibility, and availability;
- The Hospitality Person: at the time of every guest's arrival, at least one staff person available to provide hospitality, that is, orientation to rules and schedule, and seeing to it that all immediate needs (for things such as emergency medical referral) are met;
- The Referral Information Person: at least one staff person working during the time when the center is open on finding helpful resources inside and outside the center (e.g., public assistance, legal aid, housing, training agencies, employment, transportation, medical care);
- The Center Supervisory Person: at least one staff person available at the center during the time it is open, to assist with and supervise intake, feeding, washroom use, and social service referral, and to be available for emergency response and crisis intervention.

6.05 Job Descriptions And Salary.

- a. Job descriptions listed below include minimum, not exhaustive, responsibilities and requirements.
- b. Here is what the salary information listed below means:

Average Salary -- this is the mean average of actual salaries paid by D.H.S. delegate agencies in FY 91 in each job category. Salaries used for computation were annualized and full-time equivalents. A few extremely low salaries, far from the cluster of salaries in a category, were excluded from the computation. The resulting salary average, therefore, reflects existing salaries. The Chicago Task Force on Homelessness and the Department of Human Services do not intend to imply that the average is also an ideal.

Range -- the range indicated, which is not intended to limit agencies, is computed from the average. The low end of the range is 75% of the average; the high end of the range is 135% of the average. Some adjustments were made so that comparable positions (across program types within these guidelines) showed

consistent ranges; the adjustments were always toward the greater salary. The range resulting from the formula includes more than 95% of actual salaries, and excludes a few extremely low salaries. The Chicago Task Force on Homelessness and the Department of Human Services recognize that this range is not an ideal, and that it may be appropriate to exceed the range.

(The United Way/Crusade of Mercy in Chicago and the Child Welfare League of America publish a salary survey and recommended salary schedules, respectively; agencies which serve homeless persons may find those guides helpful, while recognizing the differences with their own programs.)

c. Center Director (alternative titles: Project/Program/Service Administrator/Manager/Supervisor and in a few programs, Executive Director):

-- responsibilities: overall management of the center, including staff supervision, physical facility maintenance, program reporting and budgeting, and communication with the Department of Human Services. In most programs, this is an on-site supervisory responsibility during the hours that the center operates, often while assisting with intake, orientation, referral, and food service. In some programs, the on-site supervision and overall management are separate, and the salary level of the overall management position exceeded, and appropriately so, the upper end of the salary limit indicated below.

-- requirements: knowledge of the needs of persons served in the program, experience with the same, good oral and written communication skills.

-- salary: average salary \$22,300 (see 6.05(b) above).
range \$16,800 -- \$30,100.

d. Social Services Worker (alternative titles: Case Manager, Case Worker, Social Worker, Housing/Jobs Coordinator):

-- responsibilities: assisting participants to prepare for and find permanent housing, including assisting in goal setting, referral to support services inside and outside the agency, and ongoing support of participants in goal achievement.

-- requirements: knowledge of the needs of persons served in the center, knowledge of resources available to assist

participants, respects for and ability to work well with participants (in engaging and interviewing, for example).

- salary: average \$17,800 (see 6.05(b) above).
range \$14,000 -- \$24,000.

for persons with a master's degree in a professional discipline (like Social Work, Pastoral Care, Psychology -- these professional titles will have requirements from other regulatory agencies beyond the minimums listed above):

average \$23,500 (see 6.05(b) above).
range \$17,600 -- \$31,800.

e. Aide (alternative titles: Floor/Group Worker, Assistant):

- responsibilities: during operating hours, assists with arrival of guests, food service, coordination of shower and laundry use, providing security, being available to respond to guest's questions, and other activities. Many Programs Include Full-Time And Part-Time Aides.
- requirements: ability to respect and be respected by participants and crisis management skills in resolving conflicts.
- salary: average salary \$12,800 (see 6.05(b) above).
range \$10,600 -- \$17,300.

f. Center Operations.

A number of shelters employ janitors, building engineers, cooks, and other operations staff. Many of these positions are part-time. The average salary for delegate agency staff in this category is \$14,500 -- with a great deal of variation among centers.

g. Administrative Support.

The Department of Human Services recognizes that there are administrative costs involved in operating a program. It also recognizes that appropriate administrative costs vary greatly from program to program. In order to be fair to all delegate

agencies, and to prevent abuses, it is recommended that administrative support through D.H.S. funding not exceed 15% of the total cost of providing the program.

In these guidelines, salary averages and ranges are not indicated for administrative salaries because of the wide variation among agencies. Actual ranges in these positions are much greater than the ranges in the program positions listed above, so much so that listing a range here would be very arbitrary and not very useful.

Part 7.

Technical Assistance Programs.

7.01 Introduction.

- a. Technical Assistance (T.A.) programs assist in the development of new homeless services and programs, and increase the effectiveness of existing homeless services and programs, through consultation, training, research, information sharing networks, referral, and other means. T.A. programs are primarily not direct service to persons who are homeless.

T.A. programs provide skill, expertise, information, and other resources that are otherwise not available to homeless services and programs.

T.A. may be directed to staff members at shelters, staff members of the Department of Human Services and other agencies that work with persons who are homeless, persons and agencies seeking to establish new programs, and other planners of homeless services and programs.

Examples include: monitoring public benefits available to persons who are homeless and making that information available through written materials and training sessions; providing consultation and training to shelter staff regarding legal issues affecting shelter clients; providing workshops on special management issues; consultations on program planning and management; special studies; identifying existing, underutilized resources (such as federal funds for homeless services and programs) that may help homeless persons, and identifying and planning for new resources.

- b. In these guidelines, it is not possible to provide guidance regarding facilities, program services, recommended minimum staffing, job descriptions and recommended salary ranges because those vary so greatly among T.A. programs, depending upon specific program objectives.

AUTHORIZATION FOR ISSUANCE OF FREE PERMIT, LICENSE
FEE EXEMPTIONS AND REFUND OF FEE FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (September 11, October 2, October 23 and November 14, 1991) sundry proposed ordinances and an order transmitted herewith, to authorize the issuance of a free permit, license fee exemptions and a refund 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 and order transmitted herewith.

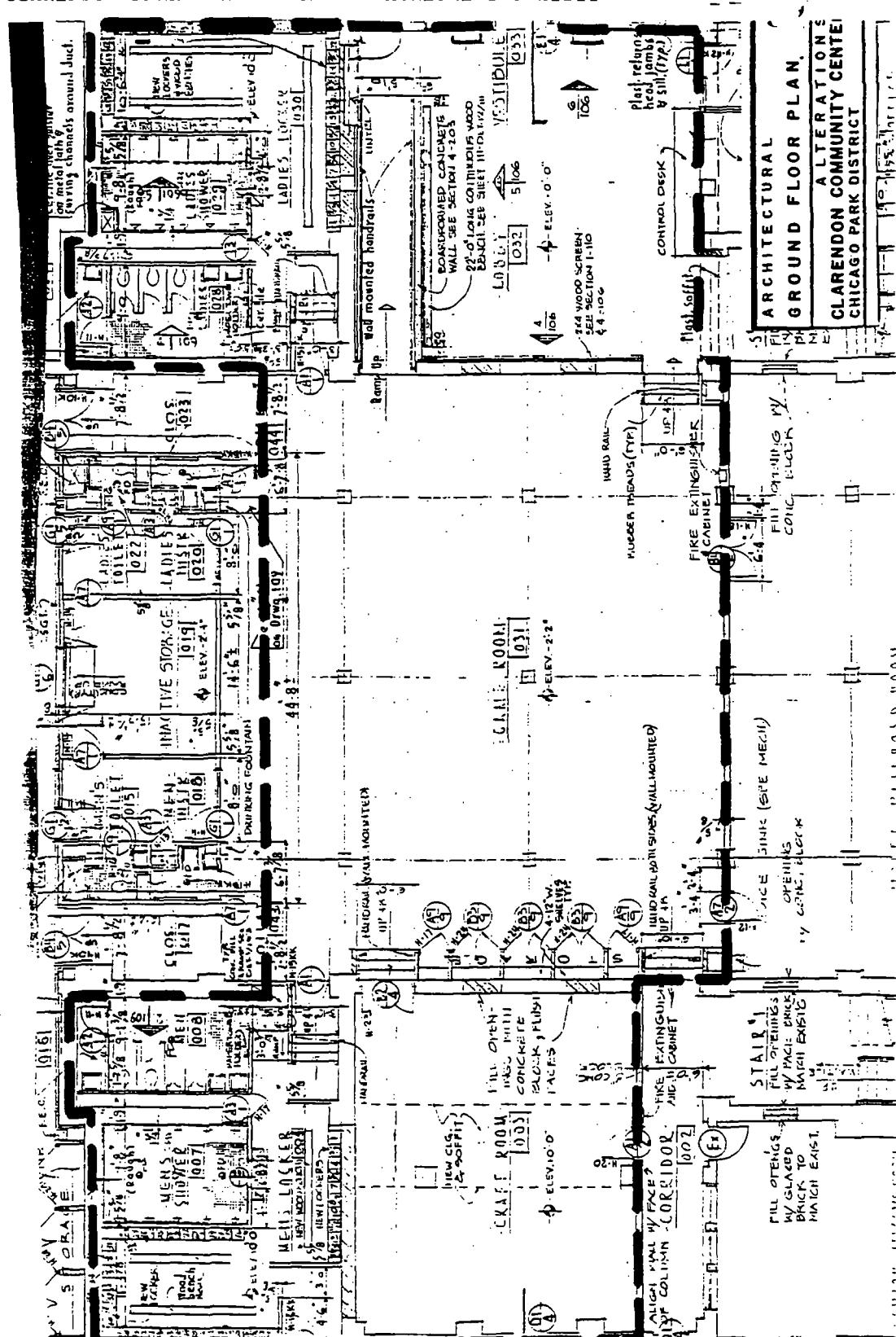
This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 9996)

CLARENDON PARK WARMING CENTER AGREEMENT EXHIBIT A



11/27/91

REPORTS OF COMMITTEES

9995



City of Chicago
Department of Human Services
WORK PROGRAM COVER SHEET

JUN 27 RECD

B L 0514

EXHIBIT 1

Signature Required For Approval	SIGN-OFF		
	DIVISION	SIGNATURE	DATE
X	Planning, Res. & Development	<i>[Signature]</i>	6-27-91
X	Fiscal Operations	<i>Frank McHugh</i>	6-27-91
X	Monitoring and Reporting	<i>Eileen Danenberg</i>	6-27-91
X	Home Serv	<i>[Signature]</i>	6-27-91
X	Deputy Commissioner		
X	1st Deputy Commissioner	<i>[Signature]</i>	6-27-91
X	Commissioner	<i>[Signature]</i>	6-27-91

TITLE OF PROGRAM: WARMING CENTERNAME OF DELEGATE AGENCY: INTERFAITH COUNCIL FOR THE HOMELESS

01952370057

FUNDING PERIOD OF PROGRAM: FROM: 7/1/91 TO: 6/30/92FUNDING SOURCE: CORP FUND#: 100AMOUNT OF THIS CONTRACT: \$ \$700,000FUNDING PERIOD OF GRANT: FROM: 7/1/91 TO: 6/30/92

PROGRAM COMPONENT AREA	
<input type="checkbox"/> Childhood Development	<input checked="" type="checkbox"/> Homeless Serv.
<input type="checkbox"/> Economic Development	<input type="checkbox"/> Youth Services
<input type="checkbox"/> Education	
<input type="checkbox"/> Social Services	
<input type="checkbox"/> Nutrition	<input type="checkbox"/> Other

FINAL DRAFT READY FOR FINAL SIGN-OFF

6-24 *EE*
DATE PLANNER'S INITIALS

SUPERVISOR'S
INITIALS: _____

(Continued from page 9993)

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

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

Nays -- None.

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

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMIT.

R. E. S. T.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to R.E.S.T. for rehabilitation of the shelter on the premises known as 1011 West Wilson Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Florist.

Our Lady Of The Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings, the following institution is hereby exempted from the payment of the retail florist license fee for the year 1991:

Our Lady of the Resurrection Medical Center
5645 West Addison Street.

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

Home.

*Warren Barr Pavilion.
(Illinois Masonic Medical Center)*

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the following institution is hereby exempted from the payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Warren Barr Pavilion of Illinois Masonic Medical Center
66 West Oak Street.

SECTION 2. This ordinance shall be effective from and after its passage and publication.

REFUND OF FEE.

Roseland Christian School.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,748.00 to the Roseland Christian School, 314 West 108th Street (General Contractor George DeVries, 7601 West McIntosh, Orland Park, Illinois) representing payment of Permit No. B-40397 for the construction of a one-story Type 3B addition to existing building.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY NOT-FOR-PROFIT
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) ordinances authorizing the reduction in annual license fees for the employment of special policemen, as follows:

Alderman Streeter

Commonwealth Community Church -- two
(2) special policemen;

Rising Star Methodist Baptist Church --
three (3) special policemen; and

Alderman Eisendrath

DePaul University -- Lincoln Park and Loop campuses -- fifty-nine (59) special policemen,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Commonwealth Community Church.

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, the following church employs two (2) special police and shall pay a fee of \$10.00 per license for the year 1992:

Commonwealth Community Church
140 West 81st Street.

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

Rising Star Methodist Baptist Church.

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, the following church employs three (3) special police officers and shall pay a fee of \$10.00 per license for the year 1992:

Rising Star Methodist Baptist Church
401 West 69th Street.

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

DePaul University (Lincoln Park And Loop Campuses).

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs fifty-nine (59) special police and shall pay a fee of \$10.00 per license for the year 1992:

DePaul University (Lincoln Park and Loop campuses)
2315 North Kenmore Avenue (Security Headquarters).

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

AUTHORIZATION FOR INSTALLATION OF ALLEY LIGHT
AT 4949 NORTH ST. LOUIS AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order introduced by Alderman Laurino concerning the installation of an alley light at 4949 North St. Louis Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation, Bureau of Electricity, is hereby authorized and directed to cause the installation of a new alley light to be located behind the house numbered 4949 North St. Louis Avenue.

AUTHORIZATION TO CANCEL WARRANTS FOR COLLECTION
ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

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

Name And Address	Warrant No. And Type Of Inspection	Amount
Catholic Bishop of Chicago/ Saint Rene Goupil School 6350 South New England Avenue	F4-111943 (Mech. Vent.)	\$ 60.00
Catholic Bishop of Chicago/ Saint Viator School 3618 North Kedvale Avenue	N1-800077 (Fire Alarm Sys.)	1,265.00
Center for Rehabilitation 2028 North Clybourn Avenue	P1-806109 (Fuel Burn. Equip.)	216.00
Grant Hospital 551 West Webster Avenue	B1-015316 (Bldg.)	111.00
	B1-114223 (Bldg.)	111.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Illinois Institute of Technology/ Kent College 77 South Wacker Drive	B1-005713 (Bldg.)	\$127.00
	F4-000268 (Mech. Vent.)	471.00
	P1-007136 (Fuel Burn. Equip.)	477.00
Inner City Impact 3325 West Fullerton Parkway	B1-108368 (Bldg.)	47.00
Mary Crane League 2905 North Leavitt Street	C2-103325 (Refrig.)	102.00
Misericordia Heart of Mercy 6300 North Ridge Avenue	B3-103873 (Pub. Place of Assemb.)	46.00
Moody Church 1609 North LaSalle Street	D7-100177 (Sign)	40.00
Northwest Home for the Aged 6300 North California Avenue	D7-101991 (Sign)	40.00
Northwestern Memorial Hospital (various locations)	D7-101147 (Sign)	40.00
	P1-103523 (Fuel Burn. Equip.)	146.00
	P1-103555 (Fuel Burn. Equip.)	78.00
	P1-103575 (Fuel Burn. Equip.)	373.00

11/27/91

REPORTS OF COMMITTEES

10005

Name And Address	Warrant No. And Type Of Inspection	Amount
Rehabilitation Institute of Chicago 345 East Superior Street	B3-104278 (Pub. Place of Assemb.)	46.00
	B3-104381 (Pub. Place of Assemb.)	69.00
Schwab Rehabilitation Center 1441 South California Avenue	D1-032108 (Sign)	22.00
Schwab Rehabilitation Hospital 1401 South California Avenue	F5-100176 (Fuel Oil Tank)	150.00
Uptown Center Hull House 4520 North Beacon Street	P1-104792 (Fuel Burn. Equip.)	108.00
Westtown Work Shop 1801 North Spaulding Avenue	F4-106653 (Mech. Vent.)	26.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under

advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 10007 through
10008 of this Journal.]

(Continued on page 10009)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/27/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARNOLD	PATRICK L	POLICE OFFICER	5/30/91	400.00
BECKOM	JESSE	POLICE OFFICER	3/08/91	145.37
BECKOM	JESSE	POLICE OFFICER	7/15/91	61.15
BOWERS	LARRY	POLICE OFFICER	10/27/90	575.56
BRUNDAGE	CATHERINE	POLICE OFFICER	11/02/90	359.00
CARROLL	LYNN	POLICE OFFICER	4/12/91	45.00
COOK	THERESA	POLICE OFFICER	9/10/90	133.10
CRAIG	MATTHEW	POLICE OFFICER	6/08/91	210.00
CROSS	JOE L	POLICE OFFICER	5/23/91	616.00
DRYGAL	KENNIS	POLICE OFFICER	4/23/91	54.00
EAKELS	LAWRENCE C	POLICE OFFICER	4/26/91	77.00
FARLEY	EDWARD T	POLICE OFFICER	5/19/91	355.50
FLAHERTY	LENORE	POLICE OFFICER	3/08/91	1369.60
FORTUNA	THOMAS A	POLICE OFFICER	4/21/91	653.25
FRANZEN	TERRENCE	POLICE OFFICER	6/01/90	253.00
GALLAGHER	EDWARD I	POLICE OFFICER	2/07/82	15.99
GEORGE	MARK A	POLICE OFFICER	5/28/91	50.00
GEORGE	PARRIS	POLICE OFFICER	5/17/91	102.00
HAIR	LESARA R	POLICE OFFICER	7/05/91	399.50
HARRIS	DALE J	POLICE OFFICER	5/01/91	125.00
HAYDOCK	DANIEL	POLICE OFFICER	7/17/91	743.25
HERRING	PATRICIA	POLICE OFFICER	5/31/91	2079.00
HILLER	RANDALL	POLICE OFFICER	5/26/91	544.00
HUDSON	KENNETH	POLICE OFFICER	7/27/91	587.01
JONES	RICHARD H	POLICE OFFICER	7/22/91	1207.85
KOSZOLA	CHESTER J	POLICE OFFICER	6/19/91	120.00
LEVANT	STEVEN	POLICE OFFICER	6/27/91	2876.85
LIBARIS	SOTER J	POLICE OFFICER	5/25/91	112.00
MAGLIANO	MICHAEL P	POLICE OFFICER	10/01/90	825.00
MALCOTTE	JAMES H	SERGEANT	11/22/84	343.00
MCCRAY	IRISH L	POLICE OFFICER	6/25/91	1769.50
MITCHELL	RICHARD	POLICE OFFICER	5/14/91	2197.00
MOCKUS	VYTAUTAS H	POLICE OFFICER	4/03/91	16.50
MORADO	JUAN	POLICE OFFICER	7/06/91	941.75
MULLINS-ARMSTRONG	VERONICA	POLICE OFFICER	6/26/89	210.00
OLIVERAS	RUBEN	POLICE OFFICER	3/11/90	79.00
ONEILL	DONALD	POLICE OFFICER	9/19/90	425.00
PENNINGTON	GERARD	POLICE OFFICER	2/14/89	162.00
PEYTON	WAYNE D	POLICE OFFICER	6/13/91	1154.50
PICKERING	CHRISTINE A	POLICE OFFICER	6/05/91	1185.00
PIENTA	RONALD L	POLICE OFFICER	9/20/90	650.00
PURTELL	JAMES E	POLICE OFFICER	8/04/88	77.00
RAMSEY	ANDERSON	POLICE OFFICER	3/22/89	135.00
RHYNE	TEELY	POLICE OFFICER	11/25/89	118.00
RIBAUDO	NICK V	POLICE OFFICER	6/29/91	402.40
RODRIGUEZ	ABELARDO	POLICE OFFICER	5/21/91	6327.35
SCHALK-FLETCHER	JULIA M	POLICE OFFICER	4/29/91	191.63
SCHUMACHER	MICHAEL	POLICE OFFICER	10/29/90	277.00
SHANNON	WILLIS	POLICE OFFICER	4/09/91	745.00

***** EMPLOYEE NAME *****

***** RANK *****

***** UNIT OF ASSIGNMENT *****

DATE INJURED

VOUCHER TOTAL

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/27/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SPRINGER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/20/90	45.00
STANEK	POLICE OFFICER	FIFTH DISTRICT	6/16/87	80.00
STANKIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	5/02/91	454.00
STRANSKI	POLICE OFFICER	FOURTEENTH DISTRICT	5/13/91	500.25
TAYLOR	POLICE OFFICER	NINTH DISTRICT	5/12/91	448.60
THIBAUT-BLACK	POLICE OFFICER	SEVENTH DISTRICT	5/01/91	420.00
TRIAK	POLICE OFFICER	RECRUIT TRAINING	1/30/90	206.00
WALSH	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	5/13/91	2306.75
WICK	POLICE OFFICER	FIRST DISTRICT	7/14/91	80.00
WILLIAMS	POLICE OFFICER	FIRST DISTRICT	8/12/91	693.50
BELLAIR	CAPTAIN	ENGINE COMPANY 47	2/08/85	3727.90
BENDY	LIEUTENANT	ENGINE COMPANY 54	1/10/89	6072.78
BOMBENGER	LIEUTENANT	ENGINE COMPANY 121	10/27/85	94.00
BRESNAHAN	FIREFIGHTER	ENGINE COMPANY 8	7/01/91	429.02
BRIGANDO	FIREFIGHTER	ENGINE COMPANY 88	5/16/91	421.00
CAPP	LIEUTENANT	ENGINE COMPANY 23	5/29/91	674.50
CLARK	PARAMEDIC	DISTRICT RELIEF 2	5/30/91	400.00
COLLINS	FIREFIGHTER	AMBULANCE 12	12/26/90	1810.00
COLWELL	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	8/11/90	84.00
CULLEN	FIREFIGHTER	TRUCK 44	7/29/90	265.00
DUNCAN	PARAMEDIC	AMBULANCE 4	12/06/88	196.00
EVEN	FIREFIGHTER	ENGINE COMPANY 98	4/11/91	19.25
HARRIS	FIREFIGHTER	ENGINE COMPANY 14	3/17/91	17.00
HAUSER	FIREFIGHTER	TRUCK 31	5/04/84	1099.50
HEISER	FIREFIGHTER	TRUCK 14	3/01/90	3015.18
HERRERA	FIREFIGHTER	TRUCK 51	3/10/89	125.00
HOWE	LIEUTENANT	UNKNOWN	7/02/89	138.00
JOYCE	CAPTAIN	ENGINE COMPANY 67	1/11/89	186.25
KELLY	PARAMEDIC	AMBULANCE 21	6/02/90	93.00
KOWALSKI	FIREFIGHTER	TRUCK 16	2/19/90	165.00
LAHENDRO	FIREFIGHTER	ENGINE COMPANY 78	5/28/91	220.00
MALONEY	CAPTAIN	ENGINE COMPANY 44	5/20/91	16384.05
MCDONOUGH	CAPTAIN	UNKNOWN	1/30/91	2462.60
MCMANARA	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	3200.00
MIENTUS	FIREFIGHTER	ENGINE COMPANY 23	5/29/91	455.00
NELSON	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	7/09/91	291.25
NICHOLS	FIREFIGHTER	ENGINE COMPANY 103	8/19/91	58.00
RABO	ENGINEER	DISTRICT RELIEF 1	3/29/91	90.00
REARDON	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	148.00
RIGGLE	FIREFIGHTER	ENGINE COMPANY 79	6/19/91	6804.25
SINOPOLI	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	12/18/89	109.49
STILLMAN	CAPTAIN	ENGINE COMPANY 84	5/13/91	128.00
TROTT	FIREFIGHTER	SNORKEL SQUAD 3	1/05/91	104.00

(Continued from page 10006)

; 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 damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on page 10010
of this Journal.]

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

The Committee on Finance submitted the following report:

(Continued on page 10011)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/27/91

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AUGLE JR	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	5/15/91	2.00
AVERY	POLICE OFFICER	NINETEENTH DISTRICT	1/02/91	390.00
AZTLAN	POLICE OFFICER	UNKNOWN	8/03/91	489.00
BRADLEY	POLICE OFFICER	SEVENTH DISTRICT	7/11/91	300.30
CHILLON	POLICE OFFICER	RECRUIT TRAINING	5/25/90	148.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	4990.00
ESCAMILLA	POLICE OFFICER	NINTH DISTRICT	1/07/89	245.00
EVANS	POLICE OFFICER	THIRD DISTRICT	7/15/91	583.00
GENTILE	POLICE OFFICER	FOURTEENTH DISTRICT	7/15/91	313.00
KACOR	POLICE OFFICER	RECRUIT TRAINING	10/30/88	4809.05
KAREDES	POLICE OFFICER	TWELFTH DISTRICT	4/20/91	384.50
OLIVERAS	POLICE OFFICER	ELEVENTH DISTRICT	9/21/88	79.00
PENTIMONE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISIO	6/22/91	692.90
RICHARDSON	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	6/15/90	831.00
THOMPSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/26/90	123.00
GASKA	FIREFIGHTER	ENGINE COMPANY 50	1/31/89	350.25
MARTELL	LIEUTENANT	DISTRICT RELIEF 6	1/20/91	24.00

(Continued from page 10009)

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Location	Amount
David Zaragoza 2629 South Lawndale Avenue Chicago, Illinois 60623	11/1/89 to 11/29/89 2629 South Lawndale Avenue	\$129.20
JoAnn Reives 5250 West Division Street Chicago, Illinois 60651	1/29/90 to 7/31/90 5250 West Division Street	306.70
Viva Lazada 2828 North Broadway Chicago, Illinois 60640	7/15/88 to 5/22/89 2828 North Broadway	400.00
Mr. and Mrs. P. Brunkella 2034 West McLean Avenue Chicago, Illinois 60647	2/9/90 to 6/13/90 2034 West McLean Avenue	400.00
John Simon 4721 North Beacon Street Chicago, Illinois 60640	2/16/89 to 4/27/89 4721 North Beacon Street	400.00
Leonard Ross 3541 West Lexington Street Chicago, Illinois 60624	2/19/87 to 11/26/90 3541 West Lexington Street	400.00

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

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on September 12, 1990 and on subsequent dates, sundry claims as follows:

Constitutional Cas. Company and Anita A. Lorenzo
Cl. 132-564

Marshall Polakoff

Illinois Bell Telephone Co.
ZCD 08009

Carmelo Mattas

S & S Truck and Tractor Parts, Inc.

Marie Stec

Joy of Fellowship M. B. Church

Allstate Ins. Co. and Salvatore Cinquegrani
Cl. 1371652312

Shirley Simpson

Roger Williams, Jr.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

Placed On File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMIT.

The Committee on Finance submitted the following report:

CHICAGO, November 27, 1991.

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 Open Hand Chicago, December 14, 1991 (north side), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the 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*.

Action Deferred -- NULLIFICATION AND CANCELLATION OF ALL
CITY CONTRACTS WITH CALLAGHAN
PAVING COMPANY.

The Committee on Finance submitted the following report which was, on motion of Alderman Murphy and Alderman Banks, *Deferred* and ordered published:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the nullification and cancellation of contracts between the City of Chicago and Callaghan Paving Company, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, The Chicago City Council amended the Municipal Code in an effort to prohibit illegal dumping within the city limits; and

WHEREAS, Dan Callaghan Jr., of Callaghan Paving Company, located at 7000 Frontage Road, Hinsdale, Illinois, was found guilty and was convicted in June of 1991 by the Circuit Court of Cook County for illegal dumping within the City of Chicago; now, therefore,

Be It Resolved, That the City of Chicago nullify and cancel any contract that Callaghan Paving Company has with the city, pursuant to Section 7-28-440 of the Municipal Code.

COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR ANNUAL CHICAGO TRANSIT
AUTHORITY GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for the annual Chicago Transit Authority Grant pursuant to the Regional Transportation Authority Act, in the amount of \$3,000,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The law of the State of Illinois establishing the Regional Transportation Authority (the "R.T.A.") (Ill. Rev. Stat., Chapter 111, paragraph 701.01, et seq.) provides in paragraph 704.10, that the R.T.A. shall not for any fiscal year of the R.T.A. release to the Chicago Transit Authority (the "C.T.A.") any funds except for the proceeds of taxes imposed by the R.T.A. under Sections 4.03 and 4.03.1 which are allocated to the C.T.A. under Section 4.10 (d) unless a unit or units of local government in Cook County (other than the C.T.A.) enters or enter into an agreement with the C.T.A. to make a monetary contribution for such year of at least Five Million Dollars (\$5,000,000.00) for public transportation; and

WHEREAS, The C.T.A. will, for the foreseeable future, require such financial grants from the R.T.A. in order to meet its operating expenses; and

WHEREAS, Every year since the inception of the R.T.A., the City of Chicago has contributed Three Million Dollars (\$3,000,000.00) and the County of Cook has contributed Two Million Dollars (\$2,000,000.00); and

WHEREAS, The last such ordinance authorizing the City's contribution was passed on October 3, 1990 (Council Journal of Proceedings, pages 21581 -- 21583); now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the R.T.A. ending December 31, 1991 the sum of Three Million Dollars (\$3,000,000.00) for use by the C.T.A. as a matching grant from the City of Chicago to be paid prior to December 31, 1991 from that part of the Motor Fuel Tax funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars (\$3,000,000.00) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under the Regional Transportation Authority Act (Chapter 111, Section 704.10, Illinois Revised Statutes 1989) between the C.T.A., the County of Cook, and the City of Chicago. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor is authorized to execute such agreement, substantially in the form attached hereto as Exhibit A.

SECTION 3. The City Clerk is hereby directed to transmit a certified copy of this ordinance to the Governor of the State of Illinois and two certified copies of this ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Agreement.

This Agreement made this _____ day of _____, 199____, by and between the Chicago Transit Authority (herein the "Authority"), a municipal corporation of the State of Illinois, established pursuant to the Metropolitan Transit Authority Act, Illinois Revised Statutes, Chapter 111 $\frac{2}{3}$, Section 301, et seq., and the City of Chicago and the County of Cook, municipal corporations of the State of Illinois.

Witnesseth:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants hereinafter set forth, this Agreement is made pursuant to the provisions of Section 4.10 of the Regional Transportation Authority Act, Illinois Revised Statutes, Chapter 111 $\frac{2}{3}$, Section 704.10.

1. The City of Chicago hereby agrees to contribute prior to December 31, 1991, Three Million Dollars (\$3,000,000.00) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1991.

2. The County of Cook hereby agrees to contribute prior to December 31, 1991, Two Million Dollars (\$2,000,000.00) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1991.

In Witness Whereof, The parties hereto, by their duly authorized officers, have executed this Agreement on the date first above-mentioned.

City of Chicago

County of Cook

By:_____

By:_____

Chicago Transit Authority

By:_____

AUTHORIZATION FOR ALLOCATION OF YEAR 1990
MOTOR FUEL TAX REVENUE BOND FUNDS
FOR DESIGN AND CONSTRUCTION OF
STREETLIGHTING SYSTEMS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of 1990 Motor Fuel Tax Bond funds necessary for design and construction of streetlighting systems, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Illinois Motor Fuel Tax Law, Ill. Rev. Stat., Ch. 120, Section 417, et seq. (the "Motor Fuel Tax Law"), the City receives from the Department of Revenue of the State of Illinois certain proceeds of the Motor Fuel Tax collected pursuant to the Motor Fuel Tax Law (the "Motor Fuel Tax Revenues"); and

WHEREAS, The City is authorized by Division 2 of Article 7 of the Illinois Highway Code, Ill. Rev. Stat., Ch. 121, Section 7-202, et seq. (the "Use of Motor Fuel Tax Funds Act") to use Motor Fuel Tax Revenue for one or more purposes relating to the municipal administration of streets, including for the purpose of payment of any municipal indebtedness which may be incurred in connection with the completion of any improvement or maintenance so authorized by that Division, or in the payment of engineering costs in connection with any such improvement or maintenance ("Project Purposes"); and

WHEREAS, Pursuant to the provisions of the Motor Fuel Tax Revenue Bonds General Ordinance (the "General Ordinance") and the 1990 Bonds Series Ordinance (the "1990 Series Ordinance"), each adopted by the City Council of the City on November 28, 1990, the City issued its Motor Fuel Tax Revenue Bonds, Series 1990 (the "1990 M.F.T. Bonds") to finance certain costs of improving and maintaining the City's street system as authorized by the Use of Motor Fuel Tax Funds Act, which 1990 M.F.T. Bonds are secured by certain Motor Fuel Tax Revenues; and

WHEREAS, Section 301 of the 1990 Series Ordinance directs that all proceeds of the 1990 M.F.T. Bonds ("1990 M.F.T. Bond Proceeds") to be used to pay costs of Project Purposes be deposited in a fund to be held by, and disbursed upon the order of, the City Comptroller and designated the "Series 1990 Bonds Project Account" (the "1990 Project Account"); and

WHEREAS, It is now desirable that a portion of the available 1990 M.F.T. Bond Proceeds be used to pay the costs of one or more projects described within the definition of "Project Purposes"; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation (the "Commissioner") to proceed with the project described below (the "Project") using 1990 M.F.T. Bond Proceeds:

Project Description	Estimated Cost
Design and Construction of Streetlighting Systems	\$100,000.00

For Locations Of Project See Exhibit 1

SECTION 2. The Project is hereby deemed to be within the definition of "Project Purposes".

SECTION 3. The City Comptroller shall establish within the 1990 Project Account (which is also known as Fund No. 381) a separate subaccount for the Project. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said subaccount upon submission of proper approval for such disbursements by the Commissioner. The Commissioner shall not expend or authorize the payment of any vouchers in excess of the balance therein.

SECTION 4. The Department of Streets and Sanitation (the "Department") shall be permitted to adjust the budget for the Project and reallocate funds in specific line items in said budget with the approval of the Budget Director; provided that the total budget for the Project may not exceed the Estimated Cost set forth in Section 1. The Department shall maintain a separate ledger account for the Project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for the Project.

SECTION 5. Upon certification of the completion of the Project by the State of Illinois Department of Transportation ("I.D.O.T."), any remaining M.F.T. Bond Proceeds shall be returned to the 1990 Project Account.

SECTION 6. The City Clerk is directed to transmit two certified copies of this ordinance to I.D.O.T., through I.D.O.T.s District Engineer for District 1.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Design And Construction Of Streetlighting Systems.

West Catherine Avenue, between North Delphia Avenue and East River Road (public street only); and

Area generally bounded by West Touhy Avenue, West Howard Street, North Clark Street and North Ridge Boulevard.

AMENDMENT OF ORDINANCE FOR REALLOCATION OF YEAR
1990 MOTOR FUEL TAX REVENUE BOND FUNDS
TO CORRECT SPECIFIED PROJECT LOCATION
FOR VERTICAL CLEARANCE AND
BRIDGE IMPROVEMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance previously passed March 15, 1991 (Council Journal of Proceedings, pages 31097 -- 31100) authorizing the reallocation of Motor Fuel Tax Bond funds to correct a project location, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Exhibit 1 of the ordinance passed by the City Council of the City of Chicago on March 15, 1991, and published at pages 31097 through 31100 of the Journal of Proceedings of the City Council of that date, authorizing the use of Motor Fuel Tax Revenue Bonds, Series 1990 proceeds for vertical clearance and bridge improvements, is hereby amended by deleting therefrom Roosevelt Road at 4600 west and inserting Stony Island Avenue at 9440 south.

SECTION 2. The City Comptroller and the City Treasurer are hereby authorized and directed to make disbursements from said proceeds when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of State Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of the Division.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

*Vertical Clearance Improvement
Various Viaducts Citywide.*

Fulton at Talman

Kedzie at 3300 and 3330 south

1020 South Pulaski

2030 South Pulaski

2030 West North at C.T.A.

4650 South Archer (2 viaducts)

Roosevelt Road at 2540 west and 2600 west

3730 West North Avenue

Stony Island Avenue at 9440 south

AMENDMENT OF ORDINANCE TO INCREASE ALLOCATION
OF YEAR 1990 MOTOR FUEL TAX REVENUE
BOND FUNDS FOR BUSINESS AREA
IMPROVEMENTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance previously passed March 15, 1991 (Council Journal of Proceedings, pages 31100 -- 31102) authorizing an increase in the allocation of Motor Fuel Tax Bond funds necessary for business area improvements, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 1 of the ordinance passed by the City Council of the City of Chicago on March 15, 1991 and published at pages 31100 through 31102 of the Journal of Proceedings of the City Council of that date, authorizing the use of Motor Fuel Tax Revenue Bonds, Series 1990 proceeds for business area improvements (hereinafter the "project ordinance"), is

hereby amended by striking the figure \$6,470,000 and inserting in its place the figure \$7,405,000.

SECTION 2. Exhibit 1 of the project ordinance is hereby amended by adding the following project descriptions:

Cermak Road, Oakley to Wolcott; and

Armitage Avenue, Pulaski to Kostner.

SECTION 3. The City Comptroller and the City Treasurer are hereby authorized and directed to make disbursements from said proceeds when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of State Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of the Division.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Business Area Improvements.

53rd, Hyde Park to Lake Park

Chicago, Central to Austin

Granville, Broadway to Kenmore

Roosevelt Road, Kedzie to Homan

Clark, Montrose to Lawrence

26th, Pulaski to Kostner

79th, Western to Francisco

Cottage, 72nd to 75th

Halsted, 103rd to 107th

Halsted, 95th to 103rd (median)

Madison, Laramie to Waller

Milwaukee, Hermitage to North

North, Laverne to Long

Northwest Highway, Nagel to Harlem

Pulaski, West End to Lake

Southport, Grace to Roscoe

Lincoln, Southport to Racine

Cermak Road, Oakley to Wolcott

Armitage, Pulaski to Kostner

AMENDMENT OF ORDINANCE TO DECREASE ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR SNOW AND
ICE CONTROL MAINTENANCE OF
IMPROVED STREETS, COUNTY
AND STATE HIGHWAYS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance previously passed July 12, 1990 (Council Journal of Proceedings, pages 18283 -- 18285)

authorizing a decrease in the allocation of Motor Fuel Tax funds necessary for snow and ice control maintenance of improved streets, county highways and state highways during 1990 to close out the projects, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The amended ordinance passed by the City Council on July 12, 1990, and appearing on pages 18283 through 18285 of the Council Journal, providing for snow and ice control maintenance of improved streets, county highways and state highways for the period beginning January 1, 1990, and ending December 31, 1990, is hereby amended to decrease the allocation of Motor Fuel Tax funds from \$11,000,000 to \$7,475,897.72.

SECTION 2. The City Clerk is directed to transmit two 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 3. This ordinance shall be in force and effect from and after its passage.

AMENDMENT OF ORDINANCE TO DECREASE ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR REPAIRS TO
PAVEMENTS IN IMPROVED STREETS,
COUNTY AND STATE HIGHWAYS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance previously passed July 12, 1990 (Council Journal of Proceedings, pages 18276 -- 18278) authorizing a decrease in the allocation of Motor Fuel Tax funds for repairs to pavements in improved streets, county highways and state highways during 1990 to close out the projects, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The amended ordinance passed by the City Council on July 12, 1990, and appearing on pages 18276 through 18278 of the Council Journal, providing for repairs to pavement in improved streets, county highways or state highways for the period beginning January 1, 1990, and ending December 31, 1990, is hereby further amended to decrease the allocation of Motor Fuel Tax funds from \$11,495,000.00 to \$8,633,692.75.

SECTION 2. The City Clerk is directed to transmit two 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 3. This ordinance shall be in force and effect from and after its passage.

AMENDMENT OF ORDINANCE TO INCREASE ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR MAINTENANCE
OF TRAFFIC SIGNALS AND
STREETLIGHTING
SYSTEMS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance previously passed February 6, 1991 (Council Journal of Proceedings, pages 30249 -- 30250) authorizing an increase in the allocation of Motor Fuel Tax funds for

maintenance of traffic signals and streetlighting systems during 1991 and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council on February 6, 1991, and appearing on pages 30249 through 30250 of the Council Journal, providing for maintenance of traffic signals and streetlighting systems for the period beginning January 1, 1991, and ending December 31, 1991, is hereby amended to increase the allocation of Motor Fuel Tax funds from \$1,400,000 to \$2,400,000.

SECTION 2. The City Clerk is directed to transmit two 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 3. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR AMENDMENT TO 1991 ANNUAL
APPROPRIATION ORDINANCE, AS AMENDED,
WITHIN MOTOR FUEL TAX FUND.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1991 Annual Appropriation Ordinance, as amended, within the Motor Fuel Tax Fund, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1991, as amended, contains estimates of Motor Fuel Tax revenues; and

WHEREAS, The amount of Motor Fuel Tax Fund revenue receivable from prior year project close-outs has exceeded the amount of Motor Fuel Tax revenue estimated; and

WHEREAS, It is beneficial to the City of Chicago to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of \$6,385,409.53 not previously appropriated for the Year 1991, representing surplus Motor Fuel Tax funds available upon completion of projects funded by Motor Fuel Tax revenues of prior years, has become available for appropriation for the year.

SECTION 2. The sum of \$6,385,409.53 not previously appropriated is hereby appropriated from Fund 310 -- Motor Fuel Tax Fund for the Year 1991, and the Annual Appropriation Ordinance for the Year 1991, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

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

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".**Amendments Of 1991 Annual Appropriation Ordinance.*

Code	Department And Item	Strike	Insert
		No. Amount	No. Amount
	Motor Fuel Tax Fund (310) Revenue of Year 1991 Appropriable	\$65,600,005.55	\$71,985,415.08
	Distributive Share of State Motor Fuel Tax	\$65,600,005.55	\$71,985,415.08
	Department Of Streets And Sanitation 81/1025		
.9500	Section 2032: Streetlight and Traffic Signal Maintenance. For General Purposes; to be expended under the direction of the City Council.	\$ 1,400,000.00	\$ 2,400,000.00
	Office Of Budget And Management 05/1005		
.9500	Section 2005: Office of Budget and Management. For General Purposes; to be expended under the direction of the City Council.	\$ 3,990,000.00	\$ 9,375,409.53

AUTHORIZATION FOR SERIES OF AMENDMENTS TO
1992 ANNUAL APPROPRIATION ORDINANCE,
AS AMENDED.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a Series of Amendments to the 1992 Annual Appropriation Ordinance, as amended, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

Alderman Bloom presented the following amendment:

Code	Description	Strike	Add
2004.9004	Alderman Contingent Expense	\$1,014,000	\$1,164,000
2010.9005	For Payment of Legal Fees -- Committee on Finance	100,000	60,000
2010.9006	For Legal Assistance to the City Council -- Committee on Finance	50,000	30,000

Code	Description	Strike	Add
2010.9073	For Contingent Expenses -- Committee on Finance	\$50,000	\$30,000
	Less Turnover -- Committee on Finance		70,000

Alderman Austin moved to *Refer* the foregoing proposed amendment to the Committee on the Budget and Government Operations. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Dixon, Buchanan, Huels, Fary, Burke, Murphy, Rugai, Garcia, Laski, Medrano, Gutierrez, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Schulter, M. Smith, Stone -- 29.

Nays -- Aldermen Tillman, Preckwinkle, Bloom, Steele, Beavers, Shaw, Jones, Coleman, Streeter, Evans, Miller, Hendon, E. Smith, Burrell, Giles, Shiller, Moore -- 17.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1992, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit A.

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

[Exhibit "A" attached to this ordinance printed on pages 10038 through 10052 of this Journal.]

AUTHORIZATION FOR SERIES OF AMENDMENTS TO
YEAR XVIII COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE,
AS AMENDED.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a Series of Amendments to the Community Development Block Grant Year XVIII Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

(Continued on page 10053)

EXHIBIT "A"

CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

346-LIBRARY FUND-MAINTENANCE AND OPERATION

PAGE CODE	DEPARTMENT AND ITEM	NUMBER	STRIKE	NUMBER	ADD
			AMOUNT		AMOUNT

FUND 346 - Library Fund - Maintenance and Operation
Estimated Revenue for 1992:

Rental of Facilities		650,000
Off Track Betting		500,000
 Total Appropriable Revenue	48,810,000	49,960,000
 Total Appropriable for charges & expenditures	54,938,000	56,088,000

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE	CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
			NUMBER	AMOUNT	NUMBER	AMOUNT
		CITY CLERK -25				
		CITY CLERK -2005				
		PROVIDING RESEARCH AND RECORD SERVICE TO CITY COUNCIL-3015				
0843		SENIOR DOCUMENT INPUT OPERATOR	1	21,972	2	21,972
1251		LICENSE INVESTIGATOR			1	18,084
1251		LICENSE INVESTIGATOR			1	17,208
1814		LEGISLATIVE ASSISTANT II			1	29,448
1814		LEGISLATIVE ASSISTANT II	3	20,952	4	20,952

10040

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF LAW -31				
	DEPARTMENT OF LAW -2005				
	TORTS-3020				
1652	CHIEF ASSISTANT CORPORATION COUNSEL			1	73,920
	LESS TURNOVER		660,845		734,765

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF GENERAL SERVICES -38				
	BUREAU OF PUBLIC ENGINEERING -2040				
	PRDJECT MANAGEMENT-3105				
	DESIGN-4110				
5404	ARCHITECT IV	7	47,364	6	47,364

CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	BUREAU OF SANITATION -2020				
	SOLID WASTE COLLECTION-3050				
	SUPERVISORY & CLERICAL-4021				
7152	REFUSE COLLECTION COORDINATOR	21	35,808	27	35,808
	LESS TURNOVER		1,890,000		2,104,848

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	CHICAGO DEPARTMENT OF TRANSPORTATION -84				
	OFFICE OF NEIGHBORHOOD IMPROVEMENTS & OPERATIONS-2025				
	PROGRAM SUPPORT/ BOARD OF UNDERGROUND-3035				
5404	ARCHITECT IV			1	47,364

10044

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

100-CORPORATE FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	FINANCE GENERAL -99				
	OTHER OPERATING EXPENSES -2005				
	.0955 INTEREST ON DAILY TENDER NOTES		23,940,000		23,832,338

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10045

CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

300-VEHICLE TAX FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	CITY CLERK -25				
	CITY CLERK -2005				
	ISSUANCE OF VEHICLE LICENSES-3025				
0665	SENIOR DATA ENTRY OPERATOR	3	23,028	2	23,028
0665	SENIOR DATA ENTRY OPERATOR			1	19,944

CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

300-VEHICLE TAX FUND

PAGE	CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
			NUMBER	AMOUNT	NUMBER	AMOUNT
		DEPARTMENT OF STREETS AND SANITATION -81				
		BUREAU OF STREETS -2015				
	.9084	FOR THE RESTORATION OF CURBS, GUTTERS, SIDEWALKS, PAVEMENT AND VAULTED SIDEWALK RECONSTRUCTION		5,785,000		5,160,780
		ASPHALT MAINTENANCE-3025				
	8320	MATERIALS DISPATCHER			4	18.00 H
	8322	DISPATCHER-ASPHALT			13	18.00 H

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

300-VEHICLE TAX FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF STREETS AND SANITATION -81				
	BUREAU OF STREET OPERATIONS -2045				
	STREET OPERATIONS-3125				
0184	SUPERVISING TIMEKEEPER	1	32,448		
0190	ACCOUNTING TECHNICIAN II	1	29,448		

CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

300-VEHICLE TAX FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
CHICAGO DEPARTMENT OF TRANSPORTATION -84					
OFFICE OF NEIGHBORHOOD IMPROVEMENTS & OPERATIONS-2025					
.0140	PROFESSIONAL AND TECHNICAL SERVICES		181,000		146,000
.0144	ENGINEERING AND ARCHITECTURE		20,000		5,000
.0157	RENTAL OF EQUIPMENT AND SERVICES		739,672		718,672
.0229	TRANSPORTATION AND EXPENSE ALLOWANCE		20,000		93,000
BUREAU OF TRAFFIC-3045					
STREET SIGNS AND STREET MARKINGS-4092					
0184	SUPERVISING TIMEKEEPER			1	32,448
0190	ACCOUNTING TECHNICIAN II			1	29,448
BUREAU OF COMMUNITY FACILITIES-3055					
PROGRAM SUPPORT AND ADMINISTRATION-4095					
8314	ENGINEERING TECHNICIAN IV			4	32,448
	LESS TURNOVER		286,627		418,419

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

300-VEHICLE TAX FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	FINANCE GENERAL -99				
	OTHER OPERATING EXPENSES -2005				
.0051	CLAIMS UNDER UNEMPLOYMENT INSURANCE ACT		594,000		597,084

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

348-LIBRARY FUND-MAINTENANCE AND OPERATION

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	CHICAGO PUBLIC LIBRARY -91				
	CHICAGO PUBLIC LIBRARY -2005				
	REFERENCES & CIRCULATION SERVS-3010				
455 0573	LIBRARY ASSOCIATE			26,060H	11.51 H
458 0430	CLERK III			49,950H	9.01 H

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

346-LIBRARY FUND-MAINTENANCE AND OPERATION

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	FINANCE GENERAL -99				
	OTHER OPERATING EXPENSES -2005				
459 .9112	PROPERTY MAINTENANCE CONTRACT FOR THE HAROLD WASHINGTON LIBRARY CTR., TO BE EXPENDED THE DIRECTION OF THE BUDGET DIRECTOR		3,499,680		3,649,680
.9118	FOR MATCHING GRANTS PAYABLE TO THE CHICAGO PUBLIC LIBRARY FOUNDATION TO BE EXPENDED AT DIRECTION OF THE BUDGET DIRECTOR				250,000

10052

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CORRECTIONS AND REVISIONS OF 1992 BUDGET RECOMMENDATIONS

925-GRANT FUNDS

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
526	Awards from Agencies of the Federal Government		486,484,955		486,867,955
529	47 DEPARTMENT ON AGING Older Americans Act- Title III B - Services		3,560,000		3,943,000

(Continued from page 10037)

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

SECTION 1. The Year XVIII Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit A.

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

[Exhibit "A" attached to this ordinance printed on
pages 10054 through 10055 of
this Journal.]

EXHIBIT "A"

CORRECTIONS AND REVISIONS OF COBG YEAR XVIII BUDGET RECOMMENDATIONS

321-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XVIII FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF HOUSING -21				
	PLANNING AND ADMINISTRATION -2505				
	PLANNING AND ADMINISTRATION-3505				
0103	ACCOUNTANT III			1	29,448
0179	ACCOUNTING CLERK	1	23,028		
0805	SECRETARY	1	23,028		
1363	TRAINING TECHNICIAN I			1	24,240
	LESS TURNOVER		81,004		88,636

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REPORTS OF COMMITTEES

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CORRECTIONS AND REVISIONS OF CDBG YEAR XVIII BUDGET RECOMMENDATIONS

321-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XVIII FUND

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	DEPARTMENT OF HOUSING -21				
	COMMUNITY SERVICES TECHNICAL ASSISTANCE -2550				
	COMMUNITY SERVICES TECHNICAL-3550				
1920	HEAD HOUSING COUNSELOR			1	35,808
1927	AREA COORDINATOR	1	47,364		
	LESS TURNOVER		40,000		28,444

AUTHORIZATION FOR TRANSFER OF YEAR 1991 FUNDS
WITHIN DEPARTMENT OF POLICE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1991 within the Department of Police, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1991. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1991 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Contract Wage Increment -- Salary	100	57-1005	0011	\$200,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Physical Exams Required for Candidates and Promotions	100	57-1005	9067	\$200,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the Department of Police during the year 1991.

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

AUTHORIZATION FOR TRANSFER OF YEAR 1991 FUNDS
WITHIN CITY COUNCIL COMMITTEE ON
HOUSING AND REAL ESTATE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 27, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1991 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) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1991. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1991 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2280	0700	\$5,462.65

TO:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2280	0000	\$5,462.65

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the City Council Committee on Housing and Real Estate during the year 1991.

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

COMMITTEE ON POLICE AND FIRE.

Failed To Pass -- FEDERAL COMMUNICATIONS COMMISSION URGED
TO UNDERTAKE STUDY AND HOLD HEARINGS ON
LEGISLATION TO PROHIBIT USE OF ELECTRONIC
SCANNING EQUIPMENT FOR
CRIMINAL PURPOSES.

The Committee on Police and Fire submitted the following report:

CHICAGO, November 25, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Monday, November 25, 1991, having had under consideration a resolution introduced by Alderman William Shaw (9th Ward) urging the Federal Communications Commission to act towards banning electronic scanners used for criminal purposes, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

The said resolution, which failed to pass, reads as follows:

WHEREAS, The crime rate and drug trafficking in urban areas continues to rise as a constant threat to the public safety and welfare; and

WHEREAS, With advances in technology, it is probable that, through so-called eavesdropping electronic devices, criminals can easily tune into police radio calls and be forewarned of an oncoming police raid in plenty of time to escape; and

WHEREAS, Such scanning of police calls is also done by bona fide insurance adjusters and others in legitimate businesses; and

WHEREAS, We must do all we can to discourage the criminal usage of electronic scanning devices which give the perpetrators of crimes plenty of advance notice of the appearance of law enforcement officers at a particular place and time; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby call upon the Federal Communications Commission to immediately undertake a study and hearings into methods by which government might legislate toward prohibition of uses of electronic scanning equipment to criminal advantage; and

Be It Further Resolved, That the Committee on Police and Fire call upon representatives of the Federal Communications Commission to address this problem, in public hearing, at the earliest feasible date.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar resolutions presented by Alderman Beavers. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN BEAVERS (7th Ward):

**CONGRATULATIONS EXTENDED TO PRINCIPAL
GRACE E. BEAVERS ON HER RETIREMENT
AFTER THIRTY-SEVEN YEARS OF
DEDICATED SERVICE WITH
CHICAGO BOARD OF
EDUCATION.**

WHEREAS, Chicago School Principal Grace E. Beavers is retiring after almost four decades of outstanding public service; and

WHEREAS, In thirty-seven years of sharing her special foresight, knowledge and reasoning, Grace E. Beavers brought to many young minds an inspiration and a desire for learning with lasting positive effect; and

WHEREAS, Grace E. Beavers began her teaching career in 1954 at Francis Willard School; she later taught at Arthur Dixon School and Robert A. Black School. In 1976 she was elevated to Principal at Luella School, and the next year she became Principal at Linne School. In 1981, Grace E. Beavers opened Ninos Heroes School as Principal and in ten years has brought that institution to an exemplary standard; and

WHEREAS, Grace E. Beavers' career has been one of great involvement. Her leadership has been a model for others to follow, and her guidance will have had lasting influence in the generations which one day will provide leaders for this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-seventh day of November, 1991, A.D., do hereby express our gratitude and congratulations to Grace E. Beavers as she retires after thirty-seven dedicated years as teacher and administrator, and we extend to this fine citizen our very best wishes for continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Grace E. Beavers.

**CONGRATULATIONS EXTENDED TO NINOS HEROES
SCHOOL ON ITS TENTH ANNIVERSARY.**

WHEREAS, Ninos Heroes School, one of Chicago's outstanding educational institutions, celebrates its tenth anniversary December 19, 1991; and

WHEREAS, Ninos Heroes School was established to relieve overcrowding at nearby William K. Sullivan School. It was designated a Magnet School from 1981 to 1989, a Community Academy in 1989, and an Academic Center in 1991; and

WHEREAS, Ninos Heroes School was named after an important occurrence in Mexican history in which a group of teenage military cadets fought off invading United States troops at Chapultepec Heights on the outskirts of Mexico City. As the soldiers overran the Mexican defenses, six of the boys, out of ammunition, wrapped themselves in the Mexican flag and plunged over a steep cliff to their deaths shouting "Viva Mexico!". These boys are now known in Mexican history as "Los Ninos Heroes: The Boy Heroes". To this day the name symbolizes these young boys as well as heroic children of all ethnic backgrounds who throughout history have sacrificed and contributed to the betterment of mankind; and

WHEREAS, The leaders of this great city know of the debt owed our outstanding educational institutions to whom we entrust our youth; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-seventh day of November, 1991, A.D., do hereby pay tribute to the staff and students of Ninos Heroes School on the occasion of its tenth anniversary, and we wish this outstanding institution a continuing and vital influence in the life of our city; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ninos Heroes School.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. JOHN J. GEMBARA.

WHEREAS, John J. Gembara had passed away on Sunday, November 17, 1991; and

WHEREAS, John J. Gembara, beloved husband of Sonia (nee Satkiewicz); and

WHEREAS, John J. Gembara, dearest father of Barbara (Donald) Kopec and Regina (Kimball) McComb; and

WHEREAS, John J. Gembara, loving grandfather of Peter, Stephen, John and Joey Kopec, and Justine, Silas and Casey McComb; and

WHEREAS, John J. Gembara, the fond brother of Jerome, Emil (Bernadette), Edward, Eugene (June) Joseph and Ann (Chester) Mroczek and the dear uncle of many nieces and nephews; and

WHEREAS, John J. Gembara will be greatly missed by the many family members and friends whose lives he had touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-seventh day of November, 1991, do hereby mourn the death of John J. Gembara, and may we also extend our deepest sympathy to his many aggrieved friends and family members; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of John J. Gembara.

**CONGRATULATIONS EXTENDED TO MS. IRENE BOBBISH
ON HER RETIREMENT AFTER TWENTY YEARS
OF DEDICATED SERVICE WITH CHICAGO
POLICE DEPARTMENT.**

WHEREAS, Irene Bobbish began her career with the Chicago Police Department on May 1, 1972; and

WHEREAS, During her career Irene Bobbish has been acknowledged numerous times for her service and dedication; and

WHEREAS, The duties of Irene Bobbish, as a Senior Clerk Typist at the 9th District Deering Station, included typing reports and honorable mention awards for 9th District Police Officers; and

WHEREAS, After twenty years of service, Irene Bobbish is about to retire from the Chicago Police Department; and

WHEREAS, Throughout her career, Irene Bobbish has had continuous support from her family and friends; and

WHEREAS, Irene Bobbish has contributed greatly to the successful operation of the 9th District Deering Station; and

WHEREAS, Irene Bobbish is a model citizen in the City of Chicago and her efforts should be emulated and applauded; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-seventh day of November in 1991, do hereby extend our sincerest gratitude to Irene Bobbish for her many years of service and dedication to the 9th District Deering Station, and that we also extend our warmest wishes to her in all of her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Irene Bobbish.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER
JACK IRELAND ON HIS RETIREMENT AFTER
THIRTY-FIVE YEARS OF DEDICATED
SERVICE WITH CHICAGO
POLICE DEPARTMENT.**

WHEREAS, Jack Ireland began his career with the Chicago Police Department on May 16, 1956; and

WHEREAS, During his career Jack Ireland received numerous commendations for service; and

WHEREAS, The assignments of Jack Ireland were several, including the 9th District Deering Station; and

WHEREAS, After thirty-five years of service, Jack Ireland is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Jack Ireland has had continuous support from his family and friends; and

WHEREAS, Jack Ireland has contributed greatly to the peace and well-being of the citizens of the 11th Ward and the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-seventh day of November in 1991, do hereby extend our sincerest gratitude to Jack Ireland for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Jack Ireland.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER
DON KRAUTTER ON HIS RETIREMENT AFTER
THIRTY-FOUR YEARS OF DEDICATED
SERVICE WITH CHICAGO POLICE
DEPARTMENT.**

WHEREAS, Don Krautter began his career with the Chicago Police Department on July 1, 1957; and

WHEREAS, During his career Don Krautter received numerous commendations for service; and

WHEREAS, The assignments of Don Krautter were several, including the 9th District Deering Station; and

WHEREAS, After thirty-four years of service, Don Krautter is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career Don Krautter has had continuous support from his family and friends; and

WHEREAS, Don Krautter has contributed greatly to the peace and well-being of the citizens of the 11th Ward and the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-seventh day of November in 1991, do hereby extend our sincerest gratitude to Don Krautter for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Don Krautter.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER
GEORGE LEKA ON HIS RETIREMENT AFTER
THIRTY FOUR YEARS OF DEDICATED
SERVICE WITH CHICAGO POLICE
DEPARTMENT.**

WHEREAS, George Leka began his career with the Chicago Police Department on October 16, 1957; and

WHEREAS, During his career George Leka received numerous commendations for service; and

WHEREAS, The assignments of George Leka were several, including the 9th District Deering Station; and

WHEREAS, After thirty-four years of service, George Leka is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career George Leka has had continuous support from his family and friends; and

WHEREAS, George Leka has contributed greatly to the peace and well-being of the citizens of the 11th Ward and the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-seventh day of November in 1991, do hereby extend our sincerest gratitude to George Leka for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for George Leka.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER
WALLY SREBALUS ON HIS RETIREMENT AFTER
THIRTY YEARS OF DEDICATED SERVICE
WITH CHICAGO POLICE
DEPARTMENT.**

WHEREAS, Wally Srebalus began his career with the Chicago Police Department on June 19, 1961; and

WHEREAS, During his career Wally Srebalus received numerous commendations for service; and

WHEREAS, The assignments of Wally Srebalus were several, including the 9th District Deering Station; and

WHEREAS, After thirty years of service, Wally Srebalus is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Wally Srebalus has had continuous support from his family and friends; and

WHEREAS, Wally Srebalus has contributed greatly to the peace and well-being of the citizens of the 11th Ward and the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-seventh day of November in 1991, do hereby extend our sincerest gratitude to Wally Srebalus for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Wally Srebalus.

**CONGRATULATIONS EXTENDED TO SISTER
ROSINA LO COCO ON HER DIAMOND
JUBILEE.**

WHEREAS, Sister Rosina LoCoco will celebrate her diamond jubilee commencing her 60th year of her religious vocation 1931 -- 1991 as a daughter of Saint Mary of Providence; and

WHEREAS, Sister Rosina LoCoco was born in the Bridgeport area; and

WHEREAS, Sister Rosina LoCoco began her religious vocation at Saint Mary of Providence where she taught handicapped children until 1935; she then transferred to Saint John Bosco until 1938; and

WHEREAS, Sister Rosina LoCoco was stationed at Santa Maria Addolorata for twenty-one years where she taught first, third, fifth and sixth grades; and

WHEREAS, Sister Rosina LoCoco worked five years in Milbank, South Dakota in Saint Bernard's Hospital as a bookkeeper and in admissions; and

WHEREAS, During the years between 1965 through 1975, Sister Rosina LoCoco was appointed administrator and bookkeeper at Mount Saint Joseph's in Lake Zurich, Illinois; and

WHEREAS, In 1976 Sister Rosina LoCoco became administrator at the home for the aged in Sleepy Eye, Minnesota; and

WHEREAS, Sister Rosina LoCoco now resides at Queen of Peace Retirement Home where at the age of eighty-one she continues to actively help her fellow Sisters of the Saint Mary of Providence Order; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-seventh day of November in 1991, do hereby extend our heartiest congratulations to Sister Rosina LoCoco on the celebration of her diamond jubilee, and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Sister Rosina LoCoco.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. CATHERINE DONNERSBERGER.

WHEREAS, Almighty God in his infinite wisdom has called Catherine Donnersberger to her eternal reward at the age of eighty-six; and

WHEREAS, The news of her passing has been conveyed to the Chicago City Council by Alderman Edward M. Burke; and

WHEREAS, Mrs. Donnersberger was a woman of intelligence and character who loved life and lived it to the fullest; and

WHEREAS, Mrs. Donnersberger was a nurse for almost fifty years, during which time she devoted her considerable energies and talents to the compassionate care of the sick; and

WHEREAS, Mrs. Donnersberger was also a loving wife to her husband, the late John, and a devoted mother to her daughters, Patricia Koptik and Sarah Greensley, and her sons, Thomas and Cook County Circuit Court Judge David Donnersberger, in whom she had such great pride; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-seventh day of November, 1991, do hereby commemorate Catherine Donnersberger for her long and fruitful life, and do hereby extend our sincerest condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Catherine Donnersberger.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO DETECTIVE
WALTER J. CLIFFORD ON HIS RETIREMENT
AFTER THIRTY-SIX YEARS OF DEDICATED
SERVICE WITH CHICAGO POLICE
DEPARTMENT.**

WHEREAS, Detective Walter J. Clifford has served and protected the citizens of Chicago for over thirty-six years as a sworn officer of the Chicago Police Department; and

WHEREAS, Walter J. Clifford, a lifelong resident of Chicago, was born here on October 18, 1928; and

WHEREAS, Walter J. Clifford served his country as a member of the United States Army, having been honorably discharged on September 18, 1952; and

WHEREAS, Walter J. Clifford married his wife of thirty-two years, Dorothy, and the union of their marriage brought their fine family into the world: John, Mary, Joan and James; and

WHEREAS, Walter J. Clifford became a member of the Chicago Police Department in February, 1955 and was assigned to the Sixteenth District (Chicago Lawn) and was promoted to Detective on November 16, 1956. He was reassigned December 1, 1956, to Morgan Park (13th District), where he remained until March 1, 1961 when he was reassigned to Area 2 Burglary. He remained in Property Crimes until his retirement on October 18, 1991; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-seventh day of November, 1991, do hereby congratulate Detective Walter J. Clifford for his many years of dedicated service and leadership in the Chicago Police Force; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Detective Walter J. Clifford.

Presented By

ALDERMAN M. SMITH (48th Ward):

**DECEMBER 5, 1991 DECLARED "THE WEAVERS
PROJECT OF WOMEN FOR GUATEMALA
DAY IN CHICAGO".**

WHEREAS, "The Weavers Project" is a non-profit organization of Guatemalan and North American women initiated in 1986 to expand forms and levels of support for the women of Guatemala; and

WHEREAS, This wonderful "Weavers Project" recognizes that it is through this ancient Mayan cultural tradition of weaving that the Guatemalan people express their history, tradition, cultural identity and ongoing struggle for survival. Thirty years of continuous military dictatorships have taken a grim toll on the Guatemalan people: fatalities are in the 100,000s, and the Guatemalan military by its own estimates have

massacred 440 villages. In 1984 Amnesty International called Guatemala one of the worst violators of human rights of any country in the world; and

WHEREAS, "The Weavers Project" is the Chicago-based project which is part of the national organization, Women for Guatemala. Among its many activities is arranging for citizens to become acquainted with Guatemala's culture as well as its plight, and with that in mind the Project has planned "A Taste of Guatemala IV" at Saint Ita's Church on Thursday, December 5, 1991. This is an evening dedicated to Guatemalan children and to heightening public awareness of Guatemala's difficulties, and it will also promote the cultural traditions of this great country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-seventh day of November, 1991, A.D., do hereby declare that December 5, 1991, be known as "The Weavers Project of Women for Guatemala Day in Chicago" and call to public attention the "Taste of Guatemala IV" planned for that date at Saint Ita's Church, 5500 North Broadway in our great City; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to "The Weavers Project".

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND
TRAFFIC-CONTROL DEVICES.**

***Referred* -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
CULLERTON (38th Ward)	West Irving Park Road, at 5709 -- 12:00 Noon to 9:00 P.M. -- no exceptions;
NATARUS (42nd Ward)	West Erie Street, at 430 -- at all times -- daily (tow zone);
EISENDRATH (43rd Ward)	North Halsted Street, at 1967 -- 6:00 P.M. to 12:00 Midnight -- Monday through Saturday (valet parking).

***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF WEST
BRYN MAWR AVENUE.**

Alderman M. Smith (48th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on October 4, 1989 (Council Journal of Proceedings, pages 5520 -- 5522) which established loading zones on portions of specified public ways by striking the words: "West Bryn Mawr Avenue (south side) on Frontage Road, from a point 20 feet east of North Sheridan Road, to a point 25 feet east thereof; also, the north side of West Bryn Mawr Avenue on

Frontage Road, from a point 30 feet east of North Sheridan Road, to a point 25 feet east thereof" and inserting in lieu thereof: "West Bryn Mawr Avenue (both sides) on Frontage Road, from a point 20 feet east of North Sheridan Road, to a point 45 feet east thereof", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF EAST 83RD PLACE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 10, 1982 (Council Journal of Proceedings, pages 9525 and 9526) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "East 83rd Street, from South Blackstone Avenue to South Stony Island Avenue, at 1500 through 1559 -- easterly" and inserting in lieu thereof: "East 83rd Street, from South Blackstone Avenue to the first alley west of South Stony Island Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
STEELE (6th Ward)	South Drexel Avenue, at 7646 (except for handicapped);
	South Eberhart Avenue, at 9351 (except for handicapped -- Mr. Norte W. Sims);

Alderman**Location And Distance**

South Eberhart Avenue, at 9351
(except for handicapped -- Mr.
Alvin Stanley);

South Vernon Avenue, at 8140
(except for handicapped);

BEAVERS (7th Ward)

South Colfax Avenue, at 7822
(except for handicapped);

South Phillips Avenue, at 7726
(except for handicapped);

East 94th Street, at 2652 (except
for handicapped);

DIXON (8th Ward)

South Constance Avenue, at 8329
(except for handicapped);

SHAW (9th Ward)

South Michigan Avenue, at 12468
(except for handicapped);

BUCHANAN (10th Ward)

South Buffalo Avenue, at 10942
(except for handicapped);

HUELS (11th Ward)

South Lituanica Avenue, at 3464
(except for handicapped);

West 31st Street, at 1241 (except
for handicapped);

MEDRANO (25th Ward)

South Carpenter Avenue, at 2135
(for three car spaces);

BIALCZAK (30th Ward)

North Keating Avenue, at 2918
(except for handicapped);

Alderman

Location And Distance

SUAREZ (31st Ward)West Haddon Avenue, at 4330
(except for handicapped);North Sawyer Avenue, at 2500, on
West Altgeld Street side (except
for handicapped);*BANKS* (36th Ward)North Neva Avenue, at 3522
(except for handicapped);*GILES* (37th Ward)West Augusta Boulevard, at 4948
(except for handicapped);North Lawler Avenue, at 1001
(except for handicapped);North Lorel Avenue, at 949
(except for handicapped);*LAURINO* (39th Ward)North Ridgeway Avenue, at 5035
(except for handicapped).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF NORTH
TAHOMA AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the south side of North Tahoma Avenue, from North Algonquin Avenue to North Kinzua Avenue, to be in effect Monday through Friday, during the hours of 7:00 A.M. to 9:00 A.M., which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
ON PORTION OF SOUTH
KILDARE AVENUE.

Alderman Garcia (22nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "South Kildare Avenue, at 2811 (Handicapped Permit No. 2091)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
LASKI (23rd Ward)	South Meade Avenue, at West 52nd Street -- "Stop"; South McVicker Avenue, at West 61st Street -- "Stop"; West 59th Street, at South Moody Avenue -- "Stop";
BIALCZAK (30th Ward)	West Schubert Avenue, at North Kilpatrick Avenue -- "Stop";
DOHERTY (41st Ward)	West Bryn Mawr Avenue, at North Oketo Avenue -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented three 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 GABINSKI (32nd Ward):

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

a line from a point 227.2 feet northwest of the intersection of North Milwaukee Avenue and West Cortez Street as measured along the southwest side of North Milwaukee Avenue and perpendicular to North Milwaukee Avenue; North Milwaukee Avenue; a line 179.2 feet northwest of the intersection of North Milwaukee Avenue and West Cortez Street as measured along the southwest side of North Milwaukee Avenue and perpendicular to North Milwaukee Avenue; and the alley next southwest of North Milwaukee Avenue.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-H bounded by:

West Nelson Avenue; a line 225 feet east of North Ravenswood Avenue; the alley next south of West Nelson Avenue; and a line 150 feet east of North Ravenswood Avenue.

BY ALDERMAN GILES (37th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 3-L bounded by:

a line 38.31 feet south of West Hirsch Street; North Laramie Avenue; a line 75.31 feet south of West Hirsch Street; and the alley next west of and parallel to North Laramie Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
HUELS (11th Ward)	Ms. Michaela Iosello;
SHILLER (46th Ward)	Ms. Wendy Sue Nelson.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MAZOLA (1st Ward):

DRAFTING OF ORDINANCE FOR TRAFFIC CLOSURE ON
PORTION OF WEST 24TH STREET AND PROVISION
FOR PEDESTRIAN SUBWAY UNDER PORTION
OF SOUTH FRANKLIN STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the closing to vehicular traffic of that part of West 24th Street lying within the east and west right-of-way lines of the Northeast Illinois Railroad Corporation between South LaSalle Street and South Federal Street and providing for a pedestrian subway to connect with the existing pedestrian subway under the Franklin Street connection for the Northeast Illinois Railroad Corporation (File No. 28-1-85-993); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Mazola 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 Mazola, the foregoing proposed order was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- CHICAGO FIRE DEPARTMENT URGED TO
RECONSIDER CLOSURE OF HOOK AND
LADDER COMPANY TWELVE.

Also, a proposed resolution urging the Chicago Fire Department to reconsider its decision to close Hook and Ladder Company 12, in view of the heavily populated area it serves, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC
ALLEYS BOUNDED BY EAST 50TH STREET, EAST
50TH PLACE, SOUTH VINCENNES AVENUE
AND SOUTH FORRESTVILLE
AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the remaining alleys in the block bounded by East 50th Street, East 50th Place, South Vincennes Avenue and South Forrestville Avenue for the County of Cook (No. 10-4-91-1575); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Preckwinkle 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 Preckwinkle, the foregoing proposed order was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- AMENDMENTS TO COMMUNITY DEVELOPMENT
BLOCK GRANT BUDGET RECOMMENDATIONS FOR
YEAR XVIII WITHIN DEPARTMENT
OF HOUSING.

Also, two proposed ordinances to amend the Community Development Block Grant budget recommendations for Year XVIII within the Department of Housing for the Chicago Rehab Network and the Center for New Horizons, which were *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- EXEMPTION OF UNIVERSITY OF CHICAGO
FROM ALL 1992 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption for all 1992 City fees to the University of Chicago under its not-for-profit status, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
ERECT SIGN/SIGNBOARD AT 7538 SOUTH
STONY ISLAND AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Artisan Signs for the erection of a sign/signboard at 7538 South Stony Island Avenue, for Goldblatt's, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 8633 SOUTH
COTTAGE GROVE AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Dong-Yup Chang to maintain and use one canopy attached to the building or structure at 8633 South Cottage Grove Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- EXEMPTION OF MR. ROBERT DICOLA/DICOLA SEAFOOD
& FISH FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES FOR 10754 SOUTH
WESTERN AVENUE.

A proposed ordinance to exempt Mr. Robert Dicola/Dicola Seafood & Fish

from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 10754 South Western Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- **AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT CANOPY AT 6620 SOUTH COTTAGE
GROVE AVENUE.**

A proposed order directing the Commissioner of General Services to issue a permit to Mr. Jerrie Wilborn, doing business as Jerrie's Beauty Salon, Inc., to construct, maintain and use one canopy to be attached to the building or structure at 6620 South Cottage Grove Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- **AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK
GRANT BUDGET RECOMMENDATIONS FOR YEAR
XVIII WITHIN DEPARTMENT
OF HOUSING.**

A proposed ordinance to amend the Community Development Block Grant budget recommendations for Year XVIII within the Department of Housing for the Latin United Community Housing Association, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

**ALDERMAN GUTIERREZ (26th Ward),
ALDERMAN GARCIA (22nd Ward),
ALDERMAN MEDRANO (25th Ward) And
ALDERMAN SUAREZ (31st Ward):**

Referred -- **CHICAGO PUBLIC LIBRARY URGED TO
CONTINUE FUNDING OF HISPANIC
LITERACY PROGRAM.**

A proposed resolution urging the Chicago Public Library to continue its funding of the Hispanic Literacy Program at its 1991 level, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- **CONSIDERATION FOR ALLOWANCE OF TRAFFIC
INGRESS/EGRESS IN ALLEY BOUNDED BY WEST
RACE AVENUE, WEST MIDWAY PARK,
NORTH MAYFIELD AVENUE AND
NORTH AUSTIN BOULEVARD.**

A proposed order directing the Commissioner of Public Works to give consideration to the ingress and/or egress of traffic for the alley bounded by West Race Avenue, West Midway Park, North Mayfield Avenue and North Austin Boulevard, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF NORTH BOSWORTH AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of North Bosworth Avenue lying between the north line of West Altgeld Street and a line 231.66 feet north thereof for Serline Iron and Metal Company, Inc. (No. 29-32-90-1502); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Gabinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Gabinski, the foregoing proposed order was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- AUTHORIZATION FOR INSTALLATION OF ALLEY
LIGHT BEHIND 3715 WEST DEVON AVENUE.

A proposed order directing the Commissioner of Streets and Sanitation to install an alley light behind 3715 West Devon Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT TO 1992 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED, WITHIN BUREAU
OF ADMINISTRATION.

A proposed ordinance to amend the 1992 Annual Appropriation Ordinance, as amended, within the Bureau of Administration, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- EXEMPTION OF LOYOLA UNIVERSITY OF
CHICAGO FROM ALL 1992 CITY FEES
UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption for all 1992 City fees to Loyola University of Chicago (Water Tower Campus) under its not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR REASSESSMENT OF
PROPERTY AT 1311 -- 1321 WEST
FULTON STREET.

Also, a proposed order directing the Commissioner of Water to reassess the property at 1311 -- 1321 West Fulton Street (Account Number 101070110205) for Wichita Packing and Mr. Robert Golant, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF EAST HURON STREET FOR EPIPHANY
CELEBRATION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to The Episcopal Diocese of Chicago and Heifer Project International, c/o Ms. Phoebe W. Griswold, to close to traffic that portion of East Huron Street, between North Rush Street and North Wabash Avenue in conjunction with an Epiphany celebration, on Sunday, January 5, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN NATARUS (42nd Ward)
And OTHERS:

TRIBUTE TO LATE MR. FRANK L. BRUNO.

A proposed resolution, presented by Aldermen Natarus, Mazola, Preckwinkle, Burke, Jones, Streeter, Rugai, Troutman, Evans, Miller, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore and Stone, reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Frank L. Bruno to his eternal reward on the nineteenth day of November, nineteen hundred and ninety-one; and

WHEREAS, Mr. Frank L. Bruno worked in the County Highway Department for thirty-eight years; and

WHEREAS, Mr. Frank L. Bruno began his career with the county, as a Clerk, and was promoted to the position of Accountant, and finally, Assistant Supervisor of Employment of Highways, a position he held for over twenty years; and

WHEREAS, Mr. Frank L. Bruno was a Precinct Captain, the Secretary, and the Treasurer of the 42nd Ward Regular Democratic Organization for many years; and

WHEREAS, Mr. Frank L. Bruno valiantly served our country in World War II; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-seventh day of November, nineteen hundred and ninety-one, do hereby express our deepest and most heartfelt sorrow at the passing of Mr. Frank L. Bruno, and do also extend to his beloved wife, Germaine; his mother, Lena; his brother, Louis; his sister, Clare; his sons, Louis and James; his daughter, Catherine; and his granddaughter, Lisa Marie, our deepest and most sincere condolences on the occasion of their profound loss. Mr. Frank L. Bruno was a kind and generous man who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Frank L. Bruno.

Alderman Natarus 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 Natarus, seconded by Aldermen Beavers, Shaw, Evans, Hendon, Bialczak, Suarez, Gabinski, Mell, Cullerton, Laurino and Eisendrath, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend his personal condolences to the family of Mr. Frank Bruno. After praising the entire Bruno family as one which has been dedicated to public service, Mayor Daley then stated that Frank Bruno was a true friend who will be sorely missed.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 16, SECTION 020 (c)
OF MUNICIPAL CODE OF CHICAGO BY REQUIRING
AUDITORIUMS OR THEATERS WITH SEATING
CAPACITY LESS THAN SEVEN HUNDRED
FIFTY TO FILE FOR EXEMPTION OF
AMUSEMENT TAX WITH
DIRECTOR OF
REVENUE.

A proposed ordinance to amend Title 4, Chapter 16, Section 020(c) of the Municipal Code of Chicago which would require auditoriums or theaters with a maximum seating capacity not in excess of seven hundred fifty, conducting amusement by a professional theater company, to apply with the Director of Revenue for a three-year amusement tax exemption, thereby eliminating the necessity of filing individual exemption applications for each event, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- APPROVAL OF PROPERTY AT 5190 NORTH NORTHWEST
HIGHWAY AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

A proposed resolution to approve the property at 5190 North Northwest Highway as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTION
OF NORTH OAKLEY AVENUE FOR
SCHOOL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Bell Elementary School to close to traffic the 3700 block of North Oakley Avenue on all school days, for school purposes, during the hours of 8:30 A.M. to 9:30 A.M. and 2:30 P.M. to 3:30 P.M. for the period ending June 30, 1992, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 28, SECTION
670 OF MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW PARAGRAPH (11a) DESIGNATING
SPECIFIED PORTION OF FORTY-EIGHTH
WARD AS ADVERTISING BENCH
"RESTRICTED ZONE".

A proposed ordinance to amend Title 10, Chapter 28, Section 670 of Municipal Code of Chicago by adding thereto a new paragraph, to be known as paragraph (11a), which would designate the area generally bounded by Lake Michigan on the east, West Granville Avenue on the north, North Racine Avenue on the west and West Leland Avenue on the south, located within the boundaries of the 48th Ward, as an advertising bench "restricted zone", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO HOLD UPTOWN CHAMBER OF
COMMERCE SIDEWALK SALE ON PORTION
OF NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Deborah Lambert/Uptown Chamber of Commerce, for the conduct of a sidewalk sale on the east side of North Broadway, in the 4700 block, on two consecutive Saturdays, December 7 and December 14, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN M. SMITH (48th Ward),
ALDERMAN MEDRANO (25th Ward)
And OTHERS:

CHICAGO PARK DISTRICT REQUESTED TO DESIGNATE NEW
HARRISON PARK FIELD HOUSE AS "EMILIANO ZAPATA
RECREATIONAL AND CULTURAL CENTER".

A proposed resolution, presented by Aldermen M. Smith, Medrano, Garcia, Gutierrez and Suarez, reading as follows:

WHEREAS, A new field house is currently under construction in Harrison Park in the heart of Chicago's great Pilsen community; and

WHEREAS, The Pilsen community is home to many Chicagoans of Mexican ancestry who have brought to this area a rich, varied and astounding cultural tradition and whose towering heroes have stood in the forefront of mankind's endless battle for freedom and democracy; and

WHEREAS, Such a hero was Emiliano Zapata (1879 -- 1919), believed to be the most revered person in Mexican history. He literally gave his life to freedom's cause and is a heroic symbol for all persons of Mexican descent wherever they may live, and indeed for all citizens aware of the lessons of world history; and

WHEREAS, It is fitting and proper to name the new Harrison Park Field House after Emiliano Zapata, whose life and whose quest for freedom inspire us all; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby memorialize the Chicago Park District to name the new Harrison Park Field House, 1824 South Wood Street in the great Pilsen neighborhood, the "Emiliano Zapata Recreational and Cultural Center" in honor of a great man of great ideals, in tribute to the rich and varied culture of the Mexican people, and as a constant reminder to us all of man's common quest for freedom and democracy.

Alderman Medrano 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 Medrano, seconded by Alderman Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

**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 MEDRANO (25th Ward):***

Metro Chicago Habitat for Humanity (Pilsen/Little Village Habitat) -- for rehabilitation of existing structure on the premises known as 1166 West 19th Place and for rehabilitation of a single dwelling unit on the premises known as 1649 West 21st Street (2).

LICENSE FEE EXEMPTIONS:***BY ALDERMAN BLOOM (5th Ward):***

Hyde Park Hospital, 5800 South Stony Island Avenue.

BY ALDERMAN RUGAI (19th Ward):

Easter Seal Society of Metropolitan Chicago, Inc. (A. J. Brandecker Rehabilitation Center), 9455 South Hoyne Avenue.

BY ALDERMAN M. SMITH (48th Ward):

Salvation Army Emergency Lodge Head Start, 4800 North Marine Drive.

CANCELLATION OF WARRANTS FOR COLLECTION:***BY ALDERMAN CULLERTON (38th Ward):***

Our Lady of the Resurrection Medical Center, 5645 West Addison Street -- fuel burning equipment inspection fees.

BY ALDERMAN DOHERTY (41st Ward):

Evangelical Lutheran Church in America, 5765 North East River Road -- annual building inspection fees.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital, 550 West Webster Avenue -- annual mechanical ventilation inspection fee, fuel burning equipment inspection fee and sign inspection fees (3).

BY ALDERMAN SHILLER (46th Ward):

Louis Weiss Memorial Hospital, 4646 North Marine Drive, for premises at 4617 North Clarendon Avenue and 4630 -- 4642 North Clarendon Avenue -- "No Parking Any Time" sign warrant fees (2).

BY ALDERMAN SCHULTER (47th Ward):

Methodist Hospital of Chicago, various locations -- sign inspection fees.

BY ALDERMAN M. SMITH (48th Ward):

Lutheran Social Services, Detox Center, 5517 North Kenmore Avenue -- fuel burning equipment inspection fee.

REFUND OF FEES:***BY ALDERMAN BLOOM (5th Ward):***

Hyde Park Hospital, 5800 South Stony Island Avenue -- refund in the amount of \$1,425.00.

BY ALDERMAN LEVAR (45th Ward):

American Environmental Construction Company -- refund in the amount of \$1,908.80 for building permit fees issued for work at 5415 -- 5421 North Milwaukee Avenue.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (November 22, 1991)

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 22, 1991, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTION.

(February 7, 1990)

Alderman Bloom moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, February 7, 1990, as follows:

Page 11535 -- by deleting in their entirety the nineteenth through twenty-first lines from the top of the page and inserting in lieu thereof the following:

"East 73rd Street
(North side)

From a point 245 feet west of
South Merrill Avenue, to a point
50 feet west thereof --
handicapped loading zone (public
benefit)."

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

**AUTHORIZATION FOR RENEWAL OF ELECTRICITY UTILITY
LICENSE AGREEMENT AND EXECUTION OF SUPPLEMENTAL
AGREEMENT THERETO WITH COMMONWEALTH EDISON
COMPANY SPECIFYING CERTAIN RIGHTS TO PROVIDE
ELECTRICITY WITHIN CITY OF CHICAGO.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities, deferred and published in the Journal of the Proceedings of November 22, 1991, pages 8870 through 8910, recommending that the City Council pass a proposed ordinance renewing the electricity utility license agreement and the execution of a supplemental agreement thereto with Commonwealth Edison Company specifying certain rights to provide electricity within the City of Chicago.

Aldermen Beavers, Dixon, Coleman and E. Smith submitted the following amendment:

SECTION 1. The Ordinance and agreement between the City of Chicago and Commonwealth Edison Company is herein amended by deleting the language bracketed and inserting the language in italics as follows:

Section 7.

Equal Opportunity/Affirmative Action.

Section 7.1 Equal Opportunity.

During the term of the License, the Licensee shall continue to [make good faith efforts to] expand employment, business and economic opportunities on an equal opportunity basis. *Although the City's Minority- and Women-Owned Business Enterprise Procurement Program, Municipal Code Section 2-92-420, et seq., applies by its terms only to the City; the Licensee, as to its business within the City, will endeavor to comply with the purpose of that Ordinance.* The Licensee's initiative in this area shall include the items set forth below.

7.1.1 Nondiscrimination.

The Licensee shall not discriminate against any employee or applicant for employment, customer or applying customer, or any contractor or potential contractor, because of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation or military discharge. The Licensee shall comply with all federal, state and City laws, ordinances and orders that prohibit discrimination, including, but not limited to, the aforementioned forms of discrimination.

7.1.2 Affirmative Action.

The Licensee shall [make good faith efforts to] expand opportunities for minorities and women in all areas of employment, including, but not limited to, hiring, promotion, recruitment or recruitment advertising, compensation and selection for training and apprenticeship. The City and the Licensee acknowledge that the Licensee has previously undertaken efforts to achieve equal employment opportunities and currently has implemented equal employment opportunity affirmative action plans. These efforts and the plans currently in effect shall be continued and expanded, as appropriate, to meet the goal of expanding employment, business and economic opportunities for minorities and women on an equal opportunity basis. In view of the Licensee's efforts to date, the primary objectives of the Licensee's future affirmative action initiatives shall be:

- i) continued expansion of employment opportunities for minorities and women in the work force of the Licensee;

- ii) [efforts] to expand employment and promotion of minorities and women in those job categories and classifications, particularly in those managerial and professional levels, where minorities and women have been underutilized; and

- iii) continuing implementation of training programs to increase the awareness of the Licensee's supervisory personnel regarding the Licensee's commitment to equal opportunity initiatives.

7.1.3 Purchasing.

The Licensee shall *endeavor to* [make good faith efforts to] increase contracting and procurement opportunities for minority and women's business enterprises. The City and the Licensee acknowledge that the Licensee has established a minority purchasing program and has previously undertaken efforts to promote and enhance contracting opportunities for minority business enterprises. This program shall be continued and expanded to increase contracting opportunities for both minority and women's business enterprises.

7.1.3.1 Specific Activities.

(a) The Licensee, in conjunction with various representative minority and women's groups, shall conduct at least two business development workshops annually. The purpose of the workshops shall be (i) to introduce individual minority and women's businesses to the Licensee and its business practices and available opportunities to provide goods and services to the Licensee, (ii) to expand the Licensee's Certified minority and women's business enterprise vendor base and (iii) to solicit input regarding the Licensee's minority and women's business development programs.

(b) In addition, the Licensee shall continue to target areas of significant expenditure by the Licensee for which no Certified minority women's business enterprise suppliers or contractors are currently known. As part of its efforts, the Licensee shall discuss those targeted areas of opportunity with representative minority and women's business organizations.

(c) The Licensee shall also make [good faith] efforts to encourage general contractors and architecture/engineering firms with which it does business to expand their use of Certified minority and women's business enterprises as subcontractors and joint venture partners.

7.1.3.2 Participation Goals And Waivers.

(a) The Licensee shall use good faith efforts to achieve participation of Certified minority business enterprises in the Licensee's contracts related to construction or rehabilitation of the Licensee's buildings in Chicago equal to 25 percent of the

total dollar value of such contracts and to achieve participation of Certified women's business enterprises equal to 5 percent of the total dollar value of such contracts.

(b) In the calculation of the participation values set forth in Paragraph 7.1.3.2 (a), the Licensee's minority and women's business enterprise coordinator may exclude contracts and classes of contracts if, notwithstanding in Licensee's [good faith] efforts,

(i) there are not Certified minority or women's business enterprises known to the Licensee that provide the materials or services required by a contract or class of contracts; or

(ii) there are no Certified minority or women's business enterprises that bid on a contract or class of contracts who can provide contract materials or services of a sufficient quantity and quality to meet the Licensee's standards and specifications.

7.1.4 Community Outreach.

The Licensee shall continue and expand, as appropriate, its community outreach programs focused on employment and procurement for minorities and women. In continuing the development and implementation of these programs, the Licensee shall actively seek the advise of representative minority and women's organizations.

7.2 Implementation.

It shall be the responsibility of the Licensee to continue to develop and implement the equal-opportunity initiatives described above. To facilitate and assure that [good faith] efforts are made as required herein, the Licensee shall designate the employee who shall be responsible for implementing, monitoring and evaluating these initiatives. The Licensee shall provide adequate staff and support resources to meet these responsibilities.

Aldermen Bloom and Beavers then submitted the following amendment:

I move to amend the amendment in Section 7.1 in the following manner:

- a. delete the words "will endeavor" and substitute therefor the word "shall".
- b. delete the word "purpose" and substitute the words "specific provisions".

Alderman Bloom moved to adopt the foregoing proposed amendment to the amendment submitted by Aldermen Beavers, Dixon, Coleman and E. Smith. The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Fary, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Giles, Natarus, Eisendrath, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 37.

Nays -- Aldermen Huels, Rugai, Gabinski, Wojcik, Banks, Cullerton, Laurino, Doherty, Levar -- 9.

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

Alderman Burke then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the motion to *Adopt Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Giles, Eisendrath, Hansen, Shiller, Moore -- 26.

Nays -- Aldermen Mazola, Buchanan, Huels, Fary, Burke, Murphy, Rugai, Laski, Gabinski, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Levar, Schulter, M. Smith, Stone -- 21.

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

On motion of Alderman Burke, the said proposed amendment submitted by Aldermen Beavers, Dixon, Coleman and E. Smith, as amended, was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

The following is said amendment as adopted:

SECTION 1. The Ordinance and agreement between the City of Chicago and Commonwealth Edison and Company is herein amended by deleting the language bracketed and inserting the language in italics as follows:

Section 7.

Equal Opportunity/Affirmative Action.

Section 7.1 Equal Opportunity.

During the term of the License, the Licensee shall continue to [make good faith efforts to] expand employment, business and economic opportunities on an equal opportunity basis. *Although the City's Minority- and Women-Owned Business Enterprise Procurement Program, Municipal Code Section 2-92-420, et seq., applies by its terms only to the City, the Licensee, as to its business within the City, shall comply with the specific provisions of that Ordinance.* The Licensee's initiative in this area shall include the items set forth below.

7.1.1 Nondiscrimination.

The Licensee shall not discriminate against any employee or applicant for employment, customer or applying customer, or any contractor or potential contractor, because of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation or

military discharge. The Licensee shall comply with all federal, state and City laws, ordinances and orders that prohibit discrimination, including, but not limited to, the aforementioned forms of discrimination.

7.1.2 Affirmative Action.

The Licensee shall [make good faith efforts to] expand opportunities for minorities and women in all areas of employment, including, but not limited to, hiring, promotion, recruitment or recruitment advertising, compensation and selection for training and apprenticeship. The City and the Licensee acknowledge that the Licensee has previously undertaken efforts to achieve equal employment opportunities and currently has implemented equal employment opportunity affirmative-action plans. These efforts and the plans currently in effect shall be continued and expanded, as appropriate, to meet the goal of expanding employment, business and economic opportunities for minorities and women on an equal-opportunity basis. In view of the Licensee's efforts to date, the primary objectives of the Licensee's future affirmative-action initiatives shall be:

- i) continued expansion of employment opportunities for minorities and women in the work force of the Licensee;
- ii) [efforts] to expand employment and promotion of minorities and women in those job categories and classifications, particularly in those managerial and professional levels, where minorities and women have been underutilized; and
- iii) continuing implementation of training programs to increase the awareness of the Licensee's supervisory personnel regarding the Licensee's commitment to equal-opportunity initiatives.

7.1.3 Purchasing.

The Licensee shall *endeavor to* [make good faith efforts to] increase contracting and procurement opportunities for minority and women's business enterprises. The City and the Licensee acknowledge that the Licensee has established a minority purchasing program and has previously undertaken efforts to

promote and enhance contracting opportunities for minority business enterprises. This program shall be continued and expanded to increase contracting opportunities for both minority and women's business enterprises.

7.1.3.1 Specific Activities.

(a) The Licensee, in conjunction with various representative minority and women's groups, shall conduct at least two business development workshops annually. The purpose of the workshops shall be (i) to introduce individual minority and women's businesses to the Licensee and its business practices and available opportunities to provide goods and services to the Licensee, (ii) to expand the Licensee's Certified minority and women's business enterprise vendor base and (iii) to solicit input regarding the Licensee's minority and women's business development programs.

(b) In addition, the Licensee shall continue to target areas of significant expenditure by the Licensee for which no Certified minority women's business enterprise suppliers or contractors are currently known. As part of its efforts, the Licensee shall discuss those targeted areas of opportunity with representative minority and women's business organizations.

(c) The Licensee shall also make [good faith] efforts to encourage general contractors and architecture/engineering firms with which it does business to expand their use of Certified minority and women's business enterprises as subcontractors and joint venture partners.

7.1.3.2 Participation Goals And Waivers.

(a) The Licensee shall use good faith efforts to achieve participation of Certified minority business enterprises in the Licensee's contracts related to construction or rehabilitation of the Licensee's buildings in Chicago equal to 25 percent of the total dollar value of such contracts and to achieve participation of Certified women's business enterprises equal to 5 percent of the total dollar value of such contracts.

(b) In the calculation of the participation values set forth in Paragraph 7.1.3.2 (a), the Licensee's minority and women's business enterprise coordinator may exclude contracts and

classes of contracts if, notwithstanding in Licensee's [good faith] efforts,

(i) there are not Certified minority or women's business enterprises known to the Licensee that provide the materials or services required by a contract or class of contracts; or

(ii) there are no Certified minority or women's business enterprises that bid on a contract or class of contracts who can provide contract materials or services of a sufficient quantity and quality to meet the Licensee's standards and specifications.

7.1.4 Community Outreach.

The Licensee shall continue and expand, as appropriate, its community outreach programs focused on employment and procurement for minorities and women. In continuing the development and implementation of these programs, the Licensee shall actively seek the advice of representative minority and women's organizations.

7.2 Implementation.

It shall be the responsibility of the Licensee to continue to develop and implement the equal-opportunity initiatives described above. To facilitate and assure that [good faith] efforts are made as required herein, the Licensee shall designate the employee who shall be responsible for implementing, monitoring and evaluating these initiatives. The Licensee shall provide adequate staff and support resources to meet these responsibilities.

Alderman Rush presented the following amendment:

That the franchise agreement between the City of Chicago and Commonwealth Edison be amended as follows:

Page 12.

Section 4.

Municipal Compensation.

That Commonwealth Edison Company shall provide electricity to all Chicago Public Schools on a no cost basis.

Alderman Eisendrath moved to *Refer* the foregoing proposed amendment to the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* by a viva voce vote.

Alderman Rush next presented the following amendment:

That the franchise agreement between the City of Chicago and Commonwealth Edison be amended as follows:

Page 12.

Section 4.

Municipal Compensation.

That Commonwealth Edison Company shall waive the existing Forty (40) Million Dollars that is owed by the Chicago Board of Education to the Commonwealth Edison Company.

Alderman Eisendrath moved to *Refer* the foregoing proposed amendment to the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* by a viva voce vote.

Alderman Moore presented the following amendment:

I move to amend the Ordinance and Agreement between the City of Chicago and Commonwealth Edison Company by deleting the language bracketed and inserting the language in italics as follows:

Section 3.

Term And Termination.

3.1 Term.

The License shall terminate on [December 31, 2020,] *December 31, 1996*, unless (a) the License is extended under the provisions of Paragraph 3.3 hereof, (b) the License is terminated before such date under the provisions of Paragraph 3.4 hereof, or (c) the City acquires the Utility Facilities.

Alderman Eisendrath moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Dixon, Buchanan, Huels, Fary, Burke, Murphy, Rugai, Laski, Medrano, Gutierrez, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 28.

Nays -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Beavers, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Miller, Hendon, E. Smith, Burrell, Giles, Shiller, Moore -- 19.

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

Thereupon, on motion of Alderman Eisendrath, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Beavers, Dixon, Buchanan, Huels, Fary, Burke, Jones, Coleman, Murphy, Rugai, Laski, Miller, Medrano, Gutierrez, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Shaw, Streeter, Troutman, Evans, Garcia, Hendon, E. Smith, Burrell, Giles, O'Connor, Shiller, Schulter, M. Smith, Moore -- 18.

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

Alderman Natarus moved to reconsider the foregoing vote. Alderman Burke then moved to *Defer* the motion to reconsider to the next succeeding regular meeting of the City Council. The motion *Prevailed*.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted May 25, 1948 and approved on June 10, 1948, the City of Chicago granted certain rights to Commonwealth Edison Company to provide electric energy within the City of Chicago; and

WHEREAS, The City of Chicago and Commonwealth Edison Company desire to renew the existing grant to Commonwealth Edison Company with certain amendments and modifications as set forth in this ordinance; now, therefore,

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

The electric utility license agreement between the City and the Licensee is renewed on the terms and conditions set forth in this ordinance.

Section 1.

Definitions.

When capitalized and used in this ordinance, the following terms shall have the meanings given, unless a different meaning is expressed or clearly indicated by the context. Words not defined herein shall be given their common and ordinary meaning.

1.1 "Adjustment Board":

The board constituted pursuant to Paragraph 8.8 hereof.

1.2 "Annual Report":

The report to be provided to the City by the Licensee pursuant to Paragraph 8.1 hereof.

1.3 "Capital Security":

A share of capital stock or an evidence of long-term debt.

1.4 "Certified":

This term shall mean, with respect to a minority business enterprise or women's business enterprise, that such entity has been certified as such by the City, Cook County, the State of Illinois or an independent organization with an established record of promoting equal opportunity and affirmative action.

1.5 "Chicago":

The geographical area within the political boundaries of the City, including all territory subsequently annexed but not including territory subsequently disconnected, as those boundaries are defined at the time service is provided.

1.6 "City":

The City of Chicago, a municipality of the State of Illinois and a home rule unit of government pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and where consistent with the context, its agencies, divisions, boards, bureaus, officers and employees.

1.7 "Compact":

The supplemental agreement authorized by Section 10 hereof, a copy of which is attached hereto as Exhibit A.

1.8 "Competent Authority":

Any governmental body or forum vested by law with authority to do the act or to make the order, rule or regulation involved. In the absence of any such other governmental body or forum, the City shall constitute Competent Authority to the extent it has the authority to act.

1.9 "Depreciation Reserve":

The net credit balance in the Licensee's reserve for depreciation as of December 31, 1991, plus all amounts thereafter credited to such account for or in connection with the depreciation of Utility Facilities, and less all amounts thereafter charged to such account in connection with the retirement of Utility Facilities.

1.10 "Effective Date":

The date this License becomes effective pursuant to Paragraph 3.2 hereof.

1.11 "I.C.C.":

The Illinois Commerce Commission or its successors.

1.12 "Liability":

Actual or claimed loss or damage to property or injury to or death of persons, and actual or claimed responsibility for such loss, damage, injury or death, together with expenses of every sort and kind incident to such loss, damage, injury, death or responsibility, including, but not thereby excluding any other expense, court costs, fines and attorney's fees.

1.13 "License":

Consistent with the context of its use, this term shall mean (a) the rights, privileges and obligations created or arising under this ordinance and the Compact and procedures established pursuant to this ordinance or the Compact and (b) the ordinance and the Compact.

1.14 "Licensee":

In the absence of an express reference to Commonwealth Edison Company, the term "Licensee" shall mean Commonwealth Edison Company, its successors, assignees and all other persons or entities controlled by Commonwealth Edison Company.

1.15 "Municipal Compensation":

The compensation to be paid to the City by the Licensee as partial consideration for this License that is described in Section 4 hereof.

1.16 "Parties":

The City and the Licensee.

1.17 "Plant Report":

A report, in a mutually agreed form, which includes all utility plants owned by the Licensee stated at original cost, showing year of acquisition or installation and analyzed into retirement plant units and classified in accordance with the Classification of Accounts as prescribed by the I.C.C. or other Competent Authority.

1.18 "Previous License":

The ordinance titled "An Ordinance Granting to Commonwealth Edison Company Rights to Provide Electric Energy Within the City of Chicago and in Public Ways and Property" passed by the Chicago City Council on May 25, 1948, approved by the Mayor on June 10, 1948 and accepted by the Licensee on June 11, 1948.

1.19 "Provide Electric Energy" Or "Providing Electric Energy":

To use, maintain and operate Utility Facilities and to produce, generate, purchase, transmit, distribute, sell, advertise, and promote the use or sale of electric energy (excluding, however, appliances, merchandise, jobbing, contract work and servicing of customers' installations, the charges for which are not required to be included in schedules filed with Competent Authority), and direct, administer, supervise, conduct and account for all of the same.

1.20 "Provision Of Electric Energy":

The act or result of Providing Electric Energy as herein defined.

1.21 "Public Ways Or Property":

The surface, the air space above the surface and the area below the surface of any right-of-way and public street and any avenue, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, viaduct, waterway or other public right-of-way and all property owned, controlled or leased by the City including public utility easements or rights-of-way in which the City has jurisdiction, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent

of any other party, to permit the Licensee the use thereof for the purpose of installing or maintaining Utility Facilities.

1.22 "Term":

The period elapsing between the Effective Date of this License and termination of this License pursuant to Section 3 hereof.

1.23 "Utility Facilities":

Include property, land, structures, equipment, materials and supplies, used in or useful for the production, generation, purchase, transmission, distribution or sale of electric energy (excluding, however, appliances, merchandise, jobbing, contract work and servicing of customers' installations, the charges for which are not required to be included in schedules filed with Competent Authority) and the direction, administration, supervision, conduct or accounting for all of the same, whether owned or held by Licensee under lease, license, contract, joint use or joint ownership agreement or claim of right.

Section 2.

Grant.

2.1 Right Granted.

Commonwealth Edison Company is hereby granted a non-exclusive right to Provide Electric Energy in Chicago. This right includes a license to acquire, construct, lease, use, maintain, operate and remove its Utility Facilities in, upon, along, across, over and under Public Ways or Property, on the terms and conditions specified in this License.

2.2 Conditions And Limitations.

2.2.1 Police Powers.

The City expressly reserves the right to adopt, from time to time, in addition to the provisions contained herein, such ordinances, rules and regulations as it may deem necessary in the exercise of the City's governmental powers.

2.2.2 Regulation Of Public Ways Or Property.

The City expressly reserves the right to enforce reasonable regulations concerning the Licensee's access to or use of the Public Ways or Property, including requirements for permit applications.

2.2.3 Compliance With Laws, Rules And Regulations.

The Licensee shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any Competent Authority having jurisdiction over the Licensee's activities.

2.2.4 Jurisdiction.

Notwithstanding anything in this License to the contrary, and without derogation to the provisions of this License, the standards of service related to the Provision of Electric Energy shall be as determined by Competent Authority and compliance therewith shall be determined only by such Competent Authority.

2.2.5 Consent.

Whenever performance of an obligation of the Licensee hereunder requires the consent or approval of Competent Authority, the Licensee shall make a good faith effort to obtain such consent or approval. The Licensee shall not be considered to be in default or breach of any such obligation if, notwithstanding the Licensee's good faith efforts, the Licensee is unable to obtain any such required consent or approval.

Section 3.

Term And Termination.

3.1 Term.

The License shall terminate on December 31, 2020, unless (a) the License is extended under the provisions of Paragraph 3.3 hereof, (b) the License is terminated before such date under the provisions of Paragraph 3.4 hereof, or (c) the City acquires the Utility Facilities.

3.2 Acceptance And Effective Date.

This License shall be effective and in full force commencing on January 1, 1992, if, within twenty-one (21) days of the adoption of this ordinance by the City Council and approval by the Mayor of the City, Licensee executes a written instrument approved in form and substance by the Corporation Counsel of the City, pursuant to which the Licensee: (a) accepts without qualification the rights and privileges granted by this License, subject to the included terms and conditions; (b) executes the Compact; and (c) waives (i) all rights and privileges granted under the Previous License and under any grant by the City to any predecessor or assignor company; (ii) all claims against the City arising during the term of the Previous License for loss or damage to Utility Facilities in Public Ways or Property or to any other Utility Facilities; and (iii) any and all claims arising from or as a result of the actions of the City related to the City's demand for acquisition that is described in Paragraph 13.2 hereof.

3.3 Extension.

If neither Party has given notice to the other, on or before December 31, 2019, that it intends to permit this License to expire, then the Term shall continue beyond the stated expiration date. Upon such extension, this License shall continue to be in effect, with all provisions of the License retaining the same force and effect as before the extension, until it is terminated by the City or the Licensee by at least one year's written notice to the other Party. Notice given after December 31, 2019 and before December 31, 2020, shall be effective, as provided above, one year from the date of such notice.

3.4 Termination.

This License may be terminated prior to December 31, 2020, upon one year's written notice:

(i) by the City, if the City shall acquire the Utility Facilities, or if the Licensee fails: (a) to accept in writing an amendment hereto adopted as provided in Paragraph 8.8.3(b) hereof within thirty (30) days after such adoption; or (b) to remedy or cure any breach or default of any condition of this License within one hundred and eighty (180) days following written notice so to do by the City, if the issue of such breach or default shall not have been submitted to an Adjustment Board or to a court of competent jurisdiction in a proceeding brought by either the City or the Licensee; or (c) to remedy or cure any breach or default of any condition of this License (except a breach of Section 7 hereof), the issue of which breach or default shall have been submitted to an Adjustment Board as provided in Paragraph 8.8.3(a) hereof, in the manner and within the time fixed in the

decision of said Adjustment Board upon finding that a breach or default existed; or (d) to remedy or cure any breach of Section 7 hereof, the issue of which breach shall have been submitted to a court of competent jurisdiction, within one hundred and eighty (180) days after such court has determined that such condition has been breached, and in accordance with any mandatory order of such court with respect to the method by which such breach shall be remedied or cured;

(ii) by Licensee, if the City, within one hundred and eighty (180) days after a report by the Adjustment Board shall fail to adopt an ordinance amending this ordinance, as provided in Paragraph 8.8.3(b) hereof; and

(iii) by either the City or the Licensee, if any provision or condition of this License be finally adjudged invalid by any court of competent jurisdiction.

3.5 Obligations Upon Termination.

Upon termination of this License, the City and Licensee shall each discharge by performance all obligations due the other that arose up to the date of termination of the License. Upon the effective date of termination of the License, all rights and privileges granted to the Licensee and the City under this License shall come to an end. The Licensee, upon sixty (60) days' written notice to the City, to be given within one year after the termination of this License as provided in this Section 3, within a reasonable time may remove its Utility Facilities from the Public Ways or Property.

Section 4.

Municipal Compensation.

4.1 Municipal Compensation.

As partial consideration for this License, and in full satisfaction of the Licensee's obligation to pay municipal compensation under the Previous License or any other prior ordinance, the Licensee shall pay to the City, on or before the last day of each calendar month that this License is in effect, Municipal Compensation equal to 4% of the Licensee's aggregate revenues received from the Provision of Electric Energy in Chicago during the calendar month immediately preceding the month during which such payment is made. However, there shall be deducted from the Municipal Compensation any amount paid by the Licensee on account of any new or additional tax levied hereafter by or for the City based upon the Licensee's revenues or receipts from or sales of electric energy or on the Licensee's electric utility business in Chicago, or on account of any new or additional

license, permit or other fees imposed during the term of the Previous License or the Term hereof on the Licensee for the right to use the Public Ways or Property, except that there shall be no deduction from the Municipal Compensation for any fee paid for permits issued by the City to the Licensee pursuant to the City's ordinance of July 20, 1988, or a successor ordinance, to the extent that the rate or amount of any such permit fee does not exceed the rate or amount established in the ordinance of July 20, 1988, adjusted by the change in the final Consumer Price Index - All Urban Consumers U.S. City Average for All Items, Base 1987 -- 1989 ("C.P.I."), as published by the United States Department of Labor, from December 31, 1991 to the time such fee is imposed. In addition, no such tax or license, permit or other fee shall be deducted if and to the extent that such tax or license, permit or other fee represents directly or indirectly a transfer to the City of a tax or license, permit or other fee now paid by the Licensee to the State of Illinois.

4.2 Procedures.

The Comptroller of the City and a designated representative of the Licensee shall: (i) establish procedures for the method of transmitting the Municipal Compensation to the City, including verification of monthly payments due and determination of the amount of any overpayments or under payments due to corrections in the Licensee's books of account after the date on which the monthly Municipal Compensation payment was calculated; and (ii) with respect to the C.P.I., if the Department of Labor changes the Base, agree upon appropriate adjustments to reflect such change or, if the C.P.I. is discontinued or its basis is changed, agree upon an appropriate substitute index.

4.3 Revenue Estimate.

On or before July 1 of each year, the Licensee shall provide the City with its best estimate of the Municipal Compensation payment amount for the following calendar year.

Section 5.

Municipal Acquisition.

At any time during the Term hereof, upon one year's written demand by the City, the Licensee shall grant, bargain, sell, convey, assign and set over to the City, or any public authority designated by the City, the Utility Facilities, free and clear of all mortgage and other liens, for a cash consideration equal to the cost of reproduction of new Licensee's Utility Facilities, minus the depreciation in Licensee's Utility Facilities (which

shall be taken to be the same proportion of the cost of reproduction new as its then Depreciation Reserve bears to its investment in electric plant), subject, however, to a maximum consideration equal to Licensee's investment in Utility Facilities and a minimum consideration equal to the difference between Licensee's investment in Utility Facilities and the amount of Licensee's Depreciation Reserve. Such "Depreciation Reserve", "investment in electric plant" and "investment in Utility Facilities" shall be taken as shown by Licensee's books of account kept in accordance with the provisions of this ordinance.

Section 6.

Management And Service.

6.1 Basic Obligation.

The Licensee shall take all reasonable and necessary steps to assure an adequate, safe and reliable supply of electricity to meet the electric energy needs of Chicago. During the Term of this License, the Licensee shall comply with all laws, regulations, and orders of Competent Authorities respecting the Licensee's Provision of Electric Energy in Chicago, pursuant to this License.

6.2 Management And Operation.

During the Term of this License, the Licensee shall be honestly, prudently, and efficiently managed. Licensee shall, to the full extent of its ability, provide Utility Facilities adapted for serviceable, efficient and economical Provision of Electric Energy adequate for actual and potential users thereof in Chicago, and operate and maintain such Utility Facilities efficiently and economically and in accordance with the highest standards and best systems, methods, and skills then reasonably available for the Provision of Electric Energy.

6.3 Emergency Procedures.

6.3.1

The Licensee shall, in coordination with the City's police and fire departments, establish standard operating procedures for emergency situations, including procedures for cutting and restoring power at locations involved in police and fire emergencies.

6.3.2

In the event of an emergency that the Licensee believes poses a threat of immediate harm to the public or to any of the Utility Facilities, the Licensee is hereby granted access to the Public Ways or Property without a permit to ameliorate the threatened harm. The Licensee shall advise the City of the emergency at its earliest feasible opportunity.

6.4 Service Representative.

6.4.1

The Licensee shall maintain such local offices and facilities as it deems adequate for the purpose of providing repair and maintenance services and personnel available during office hours to address concerns the City might have regarding the Provision of Electric Energy and the administration of this License. The Licensee shall designate a service representative for Chicago and provide the City with the location and telephone number of the local office and the name and telephone number of the Licensee's service representative.

6.4.2

The Licensee shall maintain such local offices and facilities as it deems adequate for the purpose of providing the City with 24-hour emergency service pertaining to the operation of the Utility Facilities. The Licensee shall provide the City with the location and telephone number of the local office, the name of the Licensee's emergency representative and the telephone number or numbers at which the Licensee's emergency representative can be reached 24 hours a day.

6.4.3

The City shall designate an electric representative and shall provide the Licensee with the name of the City's electric representative and the telephone number or numbers at which the City's electric representative can be reached during office hours.

6.4.4

The City shall designate an emergency representative and shall provide the Licensee with the name of the City's emergency representative and the telephone number or numbers at which the City's emergency representative can be reached 24 hours a day.

6.4.5

Each Party shall promptly notify the other Party in the event that any of the information required to be provided under Paragraphs 6.4.1 through 6.4.4 is changed.

6.5 Pricing Commitment.

Except as otherwise required or allowed by law or by order of Competent Authority, the Licensee shall maintain its prices and charges at a level that is substantially equal to its cost of providing service, including the cost of capital.

Section 7.

Equal Opportunity/Affirmative Action.

7.1 Equal Opportunity.

During the Term of the License, the Licensee shall continue to expand employment, business and economic opportunities on an equal-opportunity basis. Although the City's Minority- and Women-Owned Business Enterprise Procurement Program, Municipal Code Section 2-92-420, et seq., applies by its terms only to the City, the Licensee, as to its business within the City, shall comply with the specific provisions of that Ordinance. The Licensee's initiatives in this area shall include the items set forth below.

7.1.1 Nondiscrimination.

The Licensee shall not discriminate against any employee or applicant for employment, customer or applying customer, or any contractor or potential contractor, because of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation or military discharge. The Licensee shall comply with all federal, state and City laws, ordinances and orders that prohibit discrimination, including, but not limited to, the aforementioned forms of discrimination.

7.1.2 Affirmative Action.

The Licensee shall expand opportunities for minorities and women in all areas of employment, including, but not limited to, hiring, promotion, recruitment or recruitment advertising, compensation and selection for

training and apprenticeship. The City and the Licensee acknowledge that the Licensee has previously undertaken efforts to achieve equal employment opportunities and currently has implemented equal employment opportunity affirmative action plans. These efforts and the plans currently in effect shall be continued and expanded, as appropriate, to meet the goal of expanding employment, business and economic opportunities for minorities and women on an equal opportunity basis. In view of the Licensee's efforts to date, the primary objectives of the Licensee's future affirmative action initiatives shall be:

- (i) continued expansion of employment opportunities for minorities and women in the work force of the Licensee;
- (ii) to expand employment and promotion of minorities and women in those job categories and classifications, particularly in those managerial and professional levels, where minorities and women have been underutilized; and
- (iii) continuing implementation of training programs to increase the awareness of the Licensee's supervisory personnel regarding the Licensee's commitment to equal opportunity initiatives.

7.1.3 Purchasing.

The Licensee shall endeavor to increase contracting and procurement opportunities for minority and women's business enterprises. The City and the Licensee acknowledge that the Licensee has established a minority purchasing program and has previously undertaken efforts to promote and enhance contracting opportunities for minority business enterprises. This program shall be continued and expanded to increase contracting opportunities for both minority and women's business enterprises.

7.1.3.1 Specific Activities.

- (a) The Licensee, in conjunction with various representative minority and women's groups, shall conduct at least two business development workshops annually. The purpose of the workshops shall be (i) to introduce individual minority and women's businesses to the Licensee and its business practices and make available opportunities to provide goods and services to the Licensee, (ii) to expand the Licensee's Certified minority and women's business enterprise vendor base, and (iii) to solicit input regarding the Licensee's minority and women's business development programs.

(b) In addition, the Licensee shall continue to target areas of significant expenditure by the Licensee for which no Certified minority or women's business enterprise suppliers or contractors are currently known. As part of its efforts, the Licensee shall discuss those targeted areas of opportunity with representative minority and women's business organizations.

(c) The Licensee shall also make efforts to encourage general contractors and architecture/engineering firms with which it does business to expand their use of Certified minority and women's business enterprises as subcontractors and joint venture partners.

7.1.3.2 Participation Goals And Waivers.

(a) The Licensee shall use good faith efforts to achieve participation of Certified minority business enterprises in the Licensee's contracts related to construction or rehabilitation of the Licensee's buildings in Chicago equal to 25 percent of the total dollar value of such contracts and to achieve participation of Certified women's business enterprises equal to 5 percent of the total dollar value of such contracts.

(b) In the calculation of the participation values set forth in Paragraph 7.1.3.2(a), the Licensee's minority and women's business enterprise coordinator may exclude contracts and classes of contracts if, notwithstanding in Licensee's efforts,

(i) there are no Certified minority or women's business enterprises known to the Licensee that provide the materials or services required by a contract or class of contracts; or

(ii) there are no Certified minority or women's business enterprises that bid on a contract or class of contracts who can provide contract materials or services of a sufficient quantity and quality to meet the Licensee's standards and specifications.

7.1.4 Community Outreach.

The Licensee shall continue and expand, as appropriate, its community outreach programs focused on employment and procurement for minorities and women. In continuing the development and implementation of these programs, the Licensee shall actively seek the advice of representative minority and women's organizations.

7.2 Implementation.

It shall be the responsibility of the Licensee to continue to develop and implement the equal opportunity initiatives described above. To facilitate and assure that efforts are made as required herein, the Licensee shall designate the employees who shall be responsible for implementing, monitoring and evaluating these initiatives. The Licensee shall provide adequate staff and support resources to meet these responsibilities.

Section 8.

Enforcement.

8.1 Annual Report And Meeting.

8.1.1

On or before April 1 of each calendar year, beginning April 1, 1993, the Licensee shall provide the City with an Annual Report containing the following information: (a) the Plant Report required pursuant to Paragraph 8.4 hereof; (b) during the first ten years of the Term hereof, a report on the implementation of Section 2 of the Compact; (c) a report on the implementation of Section 3 of the Compact; (d) the Licensee's plans for construction in Public Ways or Property during the succeeding twelve months; (e) a report on the Licensee's equal opportunity/affirmative action activities and initiatives, as described in Section 7 hereof; and (f) the Licensee's plans and forecasts pertaining to generating capability and alternative sources of power, as provided in Paragraph 2.1 (1) of the Compact.

8.1.2 Meeting.

The City and the Licensee shall hold a meeting each year to discuss the Annual Report, to coordinate planned construction activity within the Public Ways or Property and to discuss such other matters incident to this License as either Party deems appropriate.

8.2 Accounts And Reports; Audit Rights.

The Licensee shall keep its books and records in accordance with the regulations of the I.C.C. and any other Competent Authority. The Licensee shall permit the City to inspect or audit its books, accounts, correspondence, documents and data for any proper purpose under this License. Any such

inspection or audit shall be conducted during normal business hours upon reasonable written notice specifying the purpose of such inspection or audit. Any such inspection or audit shall be conducted by or under the supervision of a certified public accountant employed or engaged by the City.

8.3 Physical Inspection.

The Licensee shall permit the City to inspect the Utility Facilities located in Chicago for any proper purpose under this License. Any such inspection shall be conducted during normal business hours upon reasonable written notice specifying the purpose of such inspection. Any such inspection shall be conducted through any person acting under the direct supervision and responsibility of a professional engineer.

8.4 Plant Report.

The Licensee shall provide to the City an updated year-end Plant Report on or before April 1, 1992, and thereafter annually during the Term of this License as part of its Annual Report.

8.5 Filings.

The Licensee shall provide to the City a copy of each periodic report or record filed with any state or federal agency regulating the Licensee's rates, service, issuance of securities, or compliance with affirmative action and equal opportunity requirements. The Licensee shall also provide the City with a copy of any report made to the United States Environmental Protection Agency or the Illinois Environmental Protection Agency (or their successors) regarding an event involving hazardous materials in Chicago. The reports described in this Paragraph 8.5 shall not be provided to the City to the extent that the Licensee is required by law or regulation to keep such reports confidential.

8.6 Other Enforcement Information.

The Licensee shall from time to time furnish such additional information or documents and allow such inspections as the City reasonably requests to assess the Licensee's compliance with the provisions of this License. Such information and documents shall be provided and such inspections shall be allowed upon reasonable written request specifying the purpose for which such information, documents or inspections are requested, which purpose shall be a proper purpose under this License.

8.7 Disclosure Of Documents Or Information.

The City agrees that no documents or information provided to the City by the Licensee in accordance with this License shall be made available to the public if such documents or information are exempt from disclosure under the provisions of the Illinois Freedom of Information Act or Section 5-108 of the Public Utilities Act, as such statutes may be amended from time to time.

8.8 Adjustment Board.

8.8.1

From time to time during the Term hereof, upon written demand of either the City or Licensee, there shall be appointed an Adjustment Board consisting of three nationally recognized outstanding and disinterested consulting engineers who shall have been engaged exclusively in private practice as such for at least five years next prior to their appointment and who have no direct or indirect interest in any Capital Security issued by either the City or Licensee, one to be selected by the City and one by Licensee, and the third (who shall act as Chairman of the Adjustment Board) by the two so selected if they can agree, otherwise by the Chief Judge of the United States Circuit Court of Appeals for the judicial circuit in which Chicago is located, who shall serve for such term and compensation as the City and Licensee shall mutually agree upon, or if they are unable to agree, then as fixed by said Chief Judge above described, and whose reasonable compensation and expenses shall be borne by the Licensee. In the event any member of said Adjustment Board shall die or for any other reason refuse or be unable to act, his successor shall be appointed in the same manner and by the same person or persons as such member was appointed. Pending the appointment of such successor, all proceedings before said Adjustment Board shall be stayed; provided, that if either the City or Licensee shall, for a period of thirty (30) days after notice shall be given to it by the other, fail or refuse to appoint a member to the Adjustment Board or a successor to a member of the Adjustment Board as herein set forth in this connection, then the member of the Adjustment Board appointed by the other party and the third member appointed, if necessary, by the Chief Judge aforesaid, shall constitute the Adjustment Board and function as such until such member or successor shall be appointed.

8.8.2

The Adjustment Board shall follow the rules of the American Arbitration Association, except where they conflict with the provisions of this License, which provisions shall control. Any hearing shall take place in Chicago, unless otherwise agreed in writing by the Parties. All

decisions and recommendations made by the Adjustment Board shall be in writing and concurred in and signed by at least two members of the Adjustment Board, and copies thereof shall be given to the City and Licensee promptly thereafter.

8.8.3

Said Adjustment Board shall investigate and determine, by a majority vote:

(a) upon the written demand of either the City or Licensee, any disagreement with respect to:

(i) the amount of the "cost of reproduction new" and "depreciation", as these terms are used in Section 5 hereof; and

(ii) whether the Licensee has breached or failed fully to perform and satisfy or has defaulted in the performance of any condition or obligation imposed by this License (except the conditions and obligations imposed by Section 7 hereof), and if so, the manner in which and the time within which such breach, failure or default should be cured or remedied.

Any decision of the Adjustment Board or a majority thereof with respect to any of the above named matters in this Paragraph 8.8.3(a) shall be final, binding and conclusive upon both the City and the Licensee, and shall be a condition precedent to any act, action at law or suit in equity by either the City or the Licensee to which said matters or any thereof, is or are relevant or determinative;

(b) upon the written demand of either the City or the Licensee (which demand may be made by either the City or the Licensee not more often than once in any period of five consecutive years) whether any change in laws, public regulations, economic conditions or in the art or methods of Providing Electric Energy has caused any provision hereof (except provisions with respect to Term, Municipal Compensation or municipal acquisition) to become unreasonable or unfair to either the City or the Licensee or to both, and if so, to recommend to the City and the Licensee the manner in which such unreasonableness or unfairness should be corrected, which recommendation may be enacted into an ordinance amending the provisions of this License, which amendatory ordinance shall be in force from the date of its acceptance in writing by the Licensee.

Section 9.

Use Of Public Ways Or Property.

9.1 Nonexclusive Grant.

9.1.1

Nothing in this License shall be construed to grant the Licensee an exclusive license to operate in Chicago. Except as otherwise provided herein or by Competent Authority, the Licensee's work in or occupancy of the Public Ways or Property shall be at no direct expense to the City.

9.1.2

The City reserves the right to make a similar use itself, or to make a grant for a similar use by any other person, of the Public Ways or Property.

9.1.3

The Licensee shall not unreasonably interfere with the use or occupancy of the Public Ways or Property by others. The City agrees to require all other contractors, subcontractors, franchisees, licensees and permittees in the Public Ways or Property to agree not to interfere unreasonably with the rights of the Licensee in the Public Ways or Property.

9.2 Permits And Procedure.

The Licensee shall obtain all required permits before beginning any construction or other work in the Public Ways or Property. The Licensee shall comply with the standard permit procedures of the City's departments for its operations in Chicago. The City shall not unreasonably delay, withhold or withdraw any permit or approval the Licensee is required to obtain. The City may inspect the Licensee's work in the Public Ways or Property to assure that such work complies with permit requirements.

9.3 Restoration Of Streets And Property.

When the Licensee does any work in or affecting the Public Ways or Property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such Public Ways or Property to as good a condition as

existed before the work was undertaken, unless otherwise directed by the City. If weather or other conditions do not permit the complete restoration required by this paragraph, the Licensee may, with the approval of the City, temporarily restore the affected Public Ways or Property, provided that such temporary restoration is at the Licensee's sole expense and provided further that the Licensee promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Upon the request of the City, the Licensee shall restore the Public Ways or Property to a better condition than existed before the work was undertaken, provided that the City shall bear any additional costs of such restoration. If the Licensee fails to promptly restore the Public Ways or Property as required by this Paragraph 9.3, the City may, upon giving 14 days' written notice to the Licensee, restore such Public Ways or Property or remove the obstruction therefrom, at the expense of the Licensee.

9.4 Relocation.

Upon receiving at least 30 days' written notice from the City, the Licensee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any Utility Facilities in Public Ways or Property, whenever the City shall have determined that such removal, relocation, change or alteration (a) is reasonably necessary to the construction, repair, maintenance, improvement or use of such Public Ways or Property; (b) is reasonably necessary to the location, construction, replacement, maintenance, improvement or use of other property of the City; or (c) is reasonably necessary for the operations of the City. In connection with such removals, relocations, changes or alterations, the City shall take reasonable steps to minimize the Licensee's expense.

9.5 Tree Trimming In Rights Of Way.

From time to time, when Licensee believes it to be warranted by existing conditions, the Licensee shall, at its own expense, cause the trees and vegetation growing upon or overhanging any of the Public Ways or Property in the City where Utility Facilities are erected to be trimmed in such a manner that there shall be a proper clearance between the nearest wires or equipment and any portion of the trees or vegetation. Said trees and vegetation shall be trimmed so that no branches, twigs or leaves come in contact with or in any way interfere with the Utility Facilities. The Licensee shall exercise reasonable care to avoid unnecessary destruction of or serious harm to trees located in the Public Ways or Property. The Licensee shall notify the City no less than seven days before it plans to perform such work.

9.6 Use Of Utility Poles And Conduit.

The Licensee shall grant the City permission, at the City's sole risk and expense, but without charge, to use the Licensee's conduit and poles located in Public Ways or Property, for any lawful purpose other than a proprietary purpose; provided, however, that such use shall be exercised under the Licensee's supervision and direction and shall not materially interfere with the Licensee's use of the conduit and poles. In addition, the City shall indemnify and save harmless the Licensee from all Liability which may result directly or indirectly from the City's use of the Licensee's conduit and poles.

9.7 Undergrounding.

At the request of the City, the Licensee shall underground future planned overhead Utility Facilities, provided that the total cost of replacement of overhead planned Utility Facilities by undergrounding such Utility Facilities, as a result of a request by the City, shall not exceed one million dollars (\$1,000,000) in any one calendar year; provided, however, that if Licensee agrees, the City may accelerate the one million dollars (\$1,000,000) per calendar year expenditure cap for any succeeding years remaining within the Term and aggregate such amount of undergrounding of a future planned overhead Utility Facility.

Section 10.

Supplemental Agreement.

The Mayor of the City is authorized and directed to execute the supplemental agreement (the "Compact") attached hereto as Exhibit A.

Section 11.

Transfer And Assignment Of License.

11.1

Commonwealth Edison Company shall not have the right to assign its rights and privileges under this License or to otherwise transfer such rights and privileges in any manner whatsoever without the prior written approval by an ordinance enacted by the City; provided, however, that the purchaser of the Utility Facilities at a judicial sale foreclosing the lien, or at any

execution sale consequent upon default and judgment under any present or future mortgage, deed of trust or other indenture providing for the issuance of the Licensee's long term debt, shall succeed to the rights and license of the Licensee, but subject to all terms and provisions hereof.

11.2

In the event of a transfer or assignment of the Licensee's rights and privileges under this License, all provisions of this License that are obligatory upon, or that inure to the benefit of, the Licensee shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of the Licensee.

Section 12.

Administration.

12.1 Non-Waiver.

Neither this ordinance nor any provision or condition hereof shall waive, abridge, release, limit, surrender, impair, remove, or subordinate:

(a) any right, power, duty, or jurisdiction now or hereafter possessed by the City, the State of Illinois, or any officer, agency, department, or commission thereof;

(b) any provision of any constitution, statute, or order of Competent Authority;

(c) any obligation or duty now or hereafter imposed upon Licensee by law or by order of Competent Authority; or

(d) any right of the City or the Licensee to obtain judicial review of any judgment or decree of a judicial tribunal or any order of Competent Authority.

12.2 Modification.

Except for administrative or technical procedures and other ancillary matters required by the provisions of this License to be established in subsequent discussions between the Parties, or exercises of governmental authority, this License may be supplemented or modified only in the manner of its original adoption and acceptance.

12.3 Indemnification.

The Licensee, at all times during the Term hereof, at its sole expense and risk, shall indemnify the City, its officers, agents and employees against any and all Liability:

(a) for loss or damage to property of the Licensee, its officers, agents, employees, licensees and invitees in Public Ways or Property pursuant to this License, or for injury to or death of any such employee, agent or licensee while in Public Ways or Property pursuant to this License, however arising; or

(b) arising directly or indirectly from any act or omission of Licensee or any person acting for it done or claimed to have been done by virtue of or pursuant to this License or any right or license granted hereunder or any authorization, plan or specification approved, prescribed or issued pursuant hereto.

12.4 Notices.

Unless otherwise specified in this License, all notices, requests, demands, approvals or other communications pursuant to or required by this License shall be sent to the persons named below. The designated recipient or address for either Party may be changed by notice given in accordance with the requirements of this provision. Copies of any notices relating to non-compliance, termination or acquisition shall also be given, at the same time, to the Corporation Counsel of the City and to the General Counsel of the Licensee.

The City:

Attention: Title
City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Licensee:

Attention: Title
Commonwealth Edison Company
P. O. Box 767
Chicago, Illinois 60690
or
10 South Dearborn Street
Chicago, Illinois 60603

Notices shall be timely and effective upon receipt if delivered by courier on or before the final day for an action to be taken and upon mailing if sent by registered or certified mail, postage prepaid, at least three days before the final day for an action to be taken.

12.5 Entire Agreement.

The City and the Licensee agree that the provisions, terms, and conditions of this License comprise the entire agreement of the Parties concerning matters covered by this License.

12.6 Governing Law.

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

12.7 Force Majeure.

The Licensee shall not be deemed in violation of this License for the delay in performance or failure to perform in whole or in part its obligations under this License due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the Licensee's control and are not caused by negligence on the part of the Licensee or any person acting on its behalf. In the event that the delay in performance or failure to perform affects only part of the Licensee's capacity to perform its obligations under this License, the Licensee shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Licensee shall promptly notify the City's electric representative in writing of an event covered by this paragraph and the date, nature and cause thereof. Furthermore, the Licensee, in such notice, shall indicate the anticipated extent of such delay and the obligations under this License to be affected thereby.

12.8 Time Of Essence.

Whenever this License requires an act to be performed by or within a certain time, such time shall be deemed to be of the essence.

Section 13.

Repeal.

13.1

The Previous License is hereby repealed, effective on the date this License becomes effective, except that Section 4.4 of the Previous License shall survive this repeal.

13.2

The notice of demand for acquisition of the Utility Facilities given by the City to the Licensee pursuant to the Previous License on December 28, 1989, and extended by agreement of the Parties dated as of November 16, 1990, is hereby withdrawn.

Exhibit "A" (Supplemental Agreement) attached to this ordinance reads as follows:

Exhibit "A".

*Supplemental Agreement Between The City Of Chicago
And Commonwealth Edison Company.*

Whereas, The City and the Licensee have determined to renew "An Ordinance Granting to Commonwealth Edison Company Rights to Provide Electric Energy Within the City of Chicago and in Public Ways and Property", which became effective June 10, 1948, as supplemented by an agreement dated as of November 16, 1990, with certain amendments and modifications specifying the terms and conditions under which the Licensee shall continue to Provide Electric Energy within Chicago; and

Whereas, The Licensee and the City have reached agreement regarding certain related matters;

Now, Therefore, The Licensee and the City do hereby execute this Compact.

Section 1.

Definitions.

Capitalized terms that are not defined herein shall be given the meaning assigned to them in the Ordinance. Words not defined herein or in the Ordinance shall be given their common and ordinary meaning.

1.1

"Energy Efficiency/DSM" means applications of technologies and techniques for increasing the efficiency of electric energy use or reducing or managing demand for electric energy. Such applications may be designed to achieve greater end-use benefits from electric energy consumed, reductions in electric energy consumption, shift of electric energy demand to times when it can be met more economically.

1.2

"Ordinance" means the "Ordinance and Agreement between the City of Chicago and Commonwealth Edison Company", adopted _____, 1991, approved _____, 1991 and effective January 1, 1992.

1.3

"Public Utilities Act" means Ill. Rev. Stat., Ch. 111 $\frac{2}{3}$, Para. 1-101, et seq., or any successor thereto, both as amended from time to time, and the rules, regulations and standards promulgated thereunder, also as amended from time to time.

1.4

"Qualifying Facility" means a cogeneration facility or a small power-production facility that meets the criteria for qualification set forth in Subpart 3 of 18, C.F.R. 292, as it may be amended from time to time.

*Section 2.**Reliability.*

2.1 Transmission And Distribution Enhancement.

In furtherance of the Licensee's obligations to Provide Electric Energy, the Licensee has developed a long-range transmission and distribution enhancement plan that is focused on improvements to certain current Utility Facilities and construction of new Utility Facilities. The Licensee shall budget at least \$1 billion for expenditure by the Licensee over a ten-year period commencing January, 1992 for investment in transmission and distribution enhancements within or for the benefit of Chicago. The Licensee's transmission and distribution enhancement plan shall include the following initiatives:

(a) The City and the Licensee have developed a mutually acceptable plan for completion of the construction of the 345-kV line from the Licensee's Burnham substation to its Taylor substation, and this line shall be completed as promptly as possible.

(b) The Licensee shall proceed expeditiously with such other planned 345-kV projects as are necessary to Provide Electric Energy in Chicago in a reliable manner. The 345-kV projects the Licensee currently plans to undertake, together with currently projected service dates, are detailed in Schedule 1.

(c) The Licensee shall expand its 138-kV transmission system within Chicago by converting existing 69-kV facilities and by constructing new substations, both as necessary. The projects the Licensee currently plans to undertake to provide new 138-kV to 12-kV capacity or convert existing 69-kV supply systems, together with currently projected service dates, are detailed in the relevant portions of Schedules 2 and 3.

(d) The Licensee shall proceed promptly with a plan to reconfigure the distribution of electric energy to the downtown area of Chicago. The projects the Licensee currently plans to undertake to establish a downtown distribution reconfiguration, together with currently projected service dates, are detailed in the relevant portions of Schedules 2, 3 and 4. In addition, within one year after the Effective Date, the Licensee shall have (i) reviewed and, as appropriate, improved procedures for annual inspections and surveillance of the Licensee's transmission substations (T.S.S.s) and transmission distribution centers (T.D.C.s); and (ii) reviewed and, as appropriate, developed a program for enhancement of T.S.S.s and T.D.C.s in Chicago.

(e) All new 138-kV to 12-kV T.D.C.s constructed after the Effective Date and located in residential or commercial areas of Chicago shall be enclosed. However, all transformers at these future locations shall be enclosed on four sides.

(f) The Licensee shall use its best efforts to complete a transmission system Supervisory Control and Data Acquisition System (S.C.A.D.A.) in Chicago by January 1, 1997.

(g) The Licensee shall continue to upgrade its distribution facilities, specifically including the conversion of selected 69-kV substations to 138-kV and, as appropriate, the conversion of older 4-kV circuits to 12.5-kV circuits. The projects the Licensee currently plans to undertake to implement such upgrades, together with currently projected service dates, are included in Schedule 2.

(h) The Licensee shall proceed with the development and implementation of an automated distribution system, including fault-locating devices and isolation devices to accelerate restoration capability,

where appropriate. In addition, by December 31, 1995 the Licensee shall complete the development and implementation of Automated Mapping/Facilities Management (A.M./F.M.) projects in Chicago that are designed to accelerate restoration capability. The Licensee shall continue to cooperate with the City to determine the feasibility of a City/Licensee program for A.M./F.M.

(i) The Licensee shall promptly evaluate and, when appropriate, implement improved standards for equipment installation, fire safety, maintenance and security at its T.S.S.s and T.D.C.s.

(j) The Licensee shall provide to the City periodic reports documenting information on electric service interruptions affecting customers in Chicago, as provided in Paragraph 2.2 of this Compact.

(k) The Licensee shall use its best efforts to reduce the duration and frequency of service interruptions in Chicago.

(l) The Licensee shall continue to periodically review its plans and forecasts pertaining to generating capability and alternative sources of power. These plans and forecasts shall be forwarded to the City in connection with the meetings provided for in Paragraph 8.1.2 of the Ordinance.

2.2 Report Of Service Interruptions.

The Licensee recognizes that, as part of its obligation and commitment to Provide Electric Energy in Chicago, the Licensee also bears an obligation to cooperate with the City in transmitting relevant information regarding certain electric service interruptions that may occur from time to time within Chicago, as provided below.

2.2.1

Whenever the Licensee must perform planned or routine maintenance or repairs on its Utility Facilities that will result in loss of electric power to customers in Chicago, the Licensee shall make reasonable efforts to notify potentially affected customers of the scheduled time and duration of the planned activity.

2.2.2

The Licensee shall report to the City electric service interruptions that affect one percent or more of the Licensee's customers in Chicago and

persist for more than fifteen minutes. Such reports shall be made within one hour after the Licensee learns of such electric service interruptions.

2.2.3

The Licensee shall maintain records of electric service interruptions affecting electric service in Chicago pursuant to standards promulgated by the I.C.C. In the absence of any such standards, the Licensee shall maintain records showing the date, time of day, duration, affected area, extent, cause and remedial action taken for interruptions of electric service in Chicago that last more than one minute.

2.2.4

The Licensee shall maintain records showing the average customer service interruption frequency and duration, both within Chicago and for the Licensee's system as a whole.

2.2.5

The Licensee shall report to the City on a calendar quarterly basis, in a form mutually agreeable to the Licensee and the City, a summary of the information contained in the Licensee's records, as set forth in Paragraphs 2.2.3 and 2.2.4 of this Compact. The report required by this Paragraph 2.2.5 shall be delivered to the electric representative designated by the City, as set forth in Paragraph 6.4.3 of the Ordinance.

2.3 Tree Removal And Replacement.

The Licensee and the City agree to develop a cooperative program for the removal and replacement of certain municipally owned trees located in the Public Ways or Property which conflict or potentially conflict with the Utility Facilities.

2.4 Customer Charges.

In furtherance of the purposes of this Section 2, the Licensee has filed with the I.C.C. a rider, attached as Schedule 5, to provide for a service policy allowing customers whose electric service is interrupted because of an operating error or equipment malfunction for twelve or more consecutive hours to receive a credit against the monthly customer charge.

2.5 Load Projections.

The Licensee's ten-year transmission and distribution enhancement plan described in Paragraph 2.1 hereof shall be updated and modified, as required by changing technology, load projections and actual load growth, so as to avoid unnecessary expenditures and imprudent investment, consistent with the applicable provisions of the Public Utilities Act.

2.6 Licensee Responsibility.

Subject to Competent Authority, the Licensee shall retain the responsibility to determine the need for additions to and replacements of, and the most economically efficient method of constructing, Utility Facilities.

Section 3.

Conservation.

3.1 Electric Energy Efficiency Programs.

3.1.1

The City and the Licensee recognize and agree that energy conservation programs offer opportunities for the efficient use of electric energy and reduction of customers' electric energy costs. The Licensee recognizes and shares the City's strong desire to advance the implementation of cost-effective conservation programs that provide direct opportunities to the Licensee's customers to manage more efficiently their use of electric energy and, thereby, create the opportunity to reduce their electric costs. In this regard, the City has urged the Licensee, and the Licensee agrees, to expand the Licensee's current conservation programs and offer additional conservation programs for the benefit of the Licensee's customers. Further, the Public Utilities Act contains certain least-cost planning provisions. The City and the Licensee recognize that the Illinois General Assembly adopted these provisions because least-cost planning will result in lower energy costs than customers would otherwise incur without the implementation of least-cost planning.

3.1.2

In furtherance, and not by way of limitation, of the principles and goals recognized in Paragraph 3.1.1 hereof, the Licensee shall expend at least

\$25 million in the implementation of Energy Efficiency/DSM programs from the Effective Date through December, 1996. In addition, to the extent that Energy Efficiency/DSM programs are identified during the five-year period described above that are cost-justified in the good faith judgment of the Licensee, the Licensee shall expend at least an additional \$25 million in the implementation of such programs. In its design, selection and implementation of Energy Efficiency/DSM programs, the Licensee shall meet as appropriate with the City. In addition, during the last year of the five-year period described above, the Licensee and the City shall meet regarding the appropriate level of expenditure for Energy Efficiency/DSM programs in future years.

3.1.3

The Licensee shall implement cost-effective Energy Efficiency/DSM programs as an integral part of the Licensee's Provision of Electric Energy to its customers. In so doing, the Licensee recognizes the importance of (i) implementing cost-effective programs the benefits of which would otherwise be lost if not pursued in a timely fashion and (ii) developing cost-effective programs for the various classes of the Licensee's customers. Consistent with the recognition of both the Licensee and the City that there should be parity of treatment for rate-making purposes between the Licensee's expenditures on Energy Efficiency/DSM programs and the Licensee's other expenditures on Providing Electric Energy, the Licensee shall be required to implement only those Energy Efficiency/DSM programs that are approved by the I.C.C. and for which the Licensee can recover (a) program costs, including, but not limited to, offsets for lost revenue and stranded investment (if any) resulting from such programs, and (b) return to the Licensee on such program costs to the extent approved by the I.C.C.

3.2 Customer Awareness.

As customer awareness, customer understanding and encouragement for customers to use specific energy conservation programs are essential conditions to the effective implementation of energy conservation programs, the Licensee shall devote a significant amount of the Licensee's educational and advertising budgets to promote the principles of energy conservation and the benefits of the specific energy conservation programs to be implemented by the Licensee.

3.3 Building Audits.

At the request of the City, the Licensee shall conduct, without charge to the City, electric energy audits of a total of up to 21 City-owned or City-

occupied buildings, as may be designated from time to time by the City during the first five years after the Effective Date.

Section 4.

Cogeneration.

4.1

In response to the City's interest in promoting cogeneration, the Licensee recognizes the need to cooperate with potential cogenerators. The Licensee shall provide, on a timely basis, the relevant information required for interconnection with the Licensee's system by any person that desires to develop a Qualifying Facility related to its business in Chicago.

4.2

In order to increase cogeneration opportunities for the Licensee's current Rate 6 customers and reduce the current level of standby rates for such customers, the Licensee shall seek I.C.C. approval of a separate, reduced monthly customer charge for those Rate 6 customers who require only standby service and to whom the Licensee's Rate 18 is applicable.

Section 5.

Residential Bills.

5.1 Residential Bills.

The Licensee, in cooperation with the City, shall conduct a cost-of-service study to re-examine the potential for cost-justified reallocation of the recovery-of-revenue requirements within the Licensee's residential customer class. Among the issues to be re-examined in such cost-of-service study shall be the appropriate level for the monthly customer charge and the appropriate cost-of-service methodology. Upon completion of the cost-of-service study the Licensee shall provide a copy of the study to the City. If the Licensee determines that lower rates for low-use and moderate-use residential customers are cost-justified within the residential customer class, the Licensee shall file any rate changes so justified with the I.C.C. at the first time after the Effective Date that the Licensee's residential rate structure is before the I.C.C. The Licensee shall use its best efforts to

support such filings with appropriate testimony before the I.C.C. The City and the Licensee agree that the sole purpose of actions taken pursuant to this Section 5 is to appropriately allocate costs within the residential customer class.

In Witness Whereof, The City and the Licensee have caused this Compact to be signed this ____ day of _____, 1991.

The City of Chicago

By: _____
Mayor

Commonwealth Edison Company,
an Illinois corporation

By: _____

Its: _____

Schedules 1 through 5 attached to this Supplemental Agreement read as follows:

Schedule 1.

345-kV Reinforcement Projects

Projected Service Date

Burnham-Taylor
(2-345kV circuits, 2-345/138kV
transformers)

1994

345-kV Reinforcement Projects	Projected Service Date
Fisk-Crawford (2-345kV, 2-138kV circuits, initially operating at 138kV)	1993
McCook (Add 3rd-345/138kV transformer)	1994
Bedford Park-Crawford/Fisk (2-345kV, 2-138kV circuits)	1993
McCook (Add 4th-345/138kV transformer)	1995
Burnham-Taylor (Increase circuit capacity)	1998
Fisk (2-345/138kV transformers)	1998
Fisk-Taylor (2-345kV circuits)	1998
Skokie-Northwest (2-345kV circuits, 2-345/138kV transformers)	2000
Northwest-West Loop-Fisk (2-345kV circuits, 2-345/138kV transformers)	2005
Crawford-Fisk (2-345kV, 3rd and 4th circuits)	2005
Elmhurst-Northwest (2-345kV circuits)	2010
Taylor (Add 2-345/138kV transformers)	2010
West Loop (Add 2-345/138kV transformers)	2012

Schedule 2.

138-kV Reinforcement Projects	Projected Service Date
Fisk-Taylor (2-138kV lines via State T.D.C.)	1994
Fisk-Taylor (2-138kV lines via McCormick)	1996
Fisk-West Loop (2-138kV lines)	1998
138-kV Reinforcement Projects	Projected Service Date
West Loop-Northwest (2-138kV lines)	2000

Schedule 3.

Project	Projected Service Date
Ontario T.D.C. (Add 4th 50MVA Transformer)	1992
Ridgeland-Crawford (Upgrade 69kV Supply lines, 138kV Construction)	1992
Crawford Station Switchhouse Number 3 (4-50MVA Transformers)	1992
Quarry T.S.S. (Convert supply from 69kV to 138kV)	1994
Ridgeland (Add 3rd 200MVA 138/69kV Transformer)	1993

Project	Projected Service Date
Crawford Unit 7 (Convert output from 69kV to 138kV)	1993
Clybourn T.S.S. (Add 4th 50MVA Transformer)	1993
LaSalle T.S.S. (Convert supply from 69kV to 138kV)	1993
Fisk Unit 19 (Convert output from 69kV to 138kV)	1994
State T.D.C. (4-50MVA Transformers)	1994
Medical Center T.D.C. (Add 4th 50MVA Transformer)	1994
University T.S.S. (Add 3rd 50MVA transformer)	1994
Vernon Park T.S.S. (Convert supply from 69kV to 138kV)	1995
McCormick Place T.D.C. (4-50MVA transformers)	1996
East Lake T.D.C. (4-50MVA transformers)	1996
Austin T.D.C. (4-50MVA transformers) (Retire Columbus Park)	1998
North Bank T.D.C. (4-50MVA transformers) (Retire Kingsbury)	1999
Clinton T.D.C. (4-50MVA transformers)	1999
Lakefront T.D.C. (4-50MVA transformers)	2000

Project	Projected Service Date
Lake Calumet T.D.C. (4-50MVA transformers) (Retire Roseland)	2000
Graceland T.D.C. (4-50MVA transformers)	2000
Lakeview T.S.S. 35 (Convert supply from 69kV to 138kV)	2000
Ridgeland-Natoma (Install 2nd 138kV circuit)	2002

Schedule 4.

Project	Projected Service Date
Ontario T.D.C. (Add 4th 50MVA transformer)	1992
Quarry T.S.S. (Convert supply from 69kV to 138kV)	1994
LaSalle T.S.S. (Convert supply from 69kV to 138kV)	1993
State T.D.C. (4-50MVA transformers)	1994
Vernon Park T.S.S. (Convert supply from 69kV to 138kV)	1995
East Lake T.D.C. (4-50MVA transformers)	1996

Schedule 5.

*Electricity For The Cities And Villages Listed On
Sheet Numbers 4, 5, 6, 7 And 8
And The Unincorporated
Contiguous Territory.*

Commonwealth
Edison Company

ILL. C. C. No. 4
9th Revised Sheet No. 56
(Canceling 8th Revised
Sheet No. 56)

Terms And Conditions.

Equipment Furnished And Maintained By Customer.

All wiring and other electrical equipment on the premises, or connecting the premises with the Company's service, furnished by the Customer, should be suitable for the purposes hereof, and should be installed and maintained by the Customer at all times in conformity with the requirements of the National Fire Protection Association and the properly constituted local authorities, and shall be installed and maintained in conformance with the specifications and requirements contained in the Company's "Information and Requirements for the Supply of Electric Service", as filed with the Illinois Commerce Commission and in effect from time to time.

Municipal Permits And Inspection Fees.

The Customer agrees to secure, without cost to the Company, all necessary municipal permits for the installation and operation of the electrical wiring and equipment on the premises.

Landlord's Consent.

In case the Customer is not the owner of the premises or of intervening property between the premises and the Company's lines, the Customer shall

obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all wiring and other electrical equipment required for supplying electricity to the Customer.

Continuous Service.

The Company shall not be responsible in damages for any failure to supply electricity, or for interruption, or reversal of the supply, if such failure, interruption, or reversal is without willful default or negligence on its part, nor for interruptions, by underfrequency relays or otherwise, to preserve the integrity of the Company's system or interconnected systems.

- * The Customer will be entitled to a reduction in charges for service equal to the Monthly Customer Charge for any billing month in which service to the Customer is interrupted for a period of 12 consecutive hours or more due to any of the following conditions: (i) Company equipment malfunction not caused by weather; (ii) Commonwealth Edison employee or its contractor error; (iii) accident involving Commonwealth Edison employee or its contractor; (iv) damage to Company equipment caused by Commonwealth Edison employee or its contractor; or (v) overloaded Company distribution equipment not caused by Customer negligence. If the duration of any service interruption resulting from any of the causes referred to in items (i) through (v) is equal to or exceeds 24 consecutive hours, or if there is more than one such service interruption of 12 consecutive hours in a billing month, the Customer will be entitled to an additional reduction in charges equal to the Monthly Customer Charge for such billing month multiplied by the number of increments of 12 consecutive hours of interruption in excess of the first such 12 consecutive hours. In applying this provision to any outage in a billing month in which the Monthly Customer Charge changes, the Monthly Customer Charge in effect at the start of the outage in question shall be used.

Access To Premises.

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of reading, examining, repairing, or removing the Company's meters or other property.

Asterisk (*) indicates change

Right Of Cut-Off.

The Company shall have the right to discontinue its electric service to the Customer and to remove its property from the Customer's premises upon prior written notice given pursuant to the provisions of 83 Illinois Administrative Code Part 280 as in effect from time to time, and Section 8-202 of "The Public Utilities Act, as amended" when:

- (a) bills for electricity are in arrears, or the Customer fails to make or increase a deposit or make payment under the terms of a deferred payment agreement, or
- (b) the Customer fails to comply with a Commission ruling or with any terms and conditions of the Company on file with the Commission, or
- (c) the Company discovers evidence of tampering with any meter or the wiring leading from the Company's service connection to any meter with the effect of reducing the registration of the Customer's demand or energy use, unless the Customer pays to the Company, the following or any combination thereof at the Company's election after notice of same is received by the Customer and within the time permitted for discontinuance of service in Section 280.130 of such Code Part 280:
 - (1) the amount of any Company revenue loss attributable to said tampering (such amounts to be estimated in accordance with Section 410.260 of the 83 Illinois Administrative Code, Part 410, or, if Section 410.260 is not applicable, by means of historical or subsequent test data);
 - (2) Cash Deposit, the amount of which shall be determined in accordance with Section 280.70 of such Code Part 280, but requests for such deposits shall only be made in the event said Customer does not currently have on file with the Company a cash deposit in an appropriate amount;
 - (3) expenses incurred in replacing and/or repairing the meter and clerical expense incurred in the preparation of the bill.

The Company will not, however, require the current Customer to pay the Cash Deposit specified in (2) above or the expenses specified in (3) above when its investigation establishes that an unrelated predecessor customer performed the tampering or caused it to be performed.

Service disconnected hereunder shall be promptly reconnected upon the Customer fulfilling the obligations set forth herein. The Company's right to discontinue service hereunder is subject to the provisions of Section 280.160, Dispute Procedures, of such Code Part 280.

Whenever the Company disconnects service following an unauthorized restoration of service previously disconnected, the Customer must pay a reconnection charge of \$25.00 for each such occurrence in addition to any other amounts then payable before service will be restored by the Company. .

Filed with the Illinois Commerce
Commission on October 23, 1991

Date Effective: December 7, 1991
Issued by G.P. Rifakes, Vice President
Post Office Box 767, Chicago, Illinois
60690

**EXPRESSION OF CITY COUNCIL POSITION ON ENERGY-RELATED
MATTERS CURRENTLY PENDING BEFORE ILLINOIS
COMMERCE COMMISSION, ILLINOIS APPELLATE
COURT AND ILLINOIS SUPREME COURT.**

On motion of Alderman Eisendrath, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities, deferred and published in the Journal of the Proceedings of November 22, 1991, pages 8910 through 8913, recommending that the City Council adopt a proposed resolution expressing the City Council position on energy-related matters currently pending before the Illinois Commerce Commission, the Illinois Appellate Court and the Illinois Supreme Court.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 43.

Nays -- None.

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

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

The following is said resolution as adopted:

WHEREAS, The Chicago City Council is concerned about the costs of electric energy and the process by which those costs are determined; and

WHEREAS, During the course of its investigation into a proposed renewal of Commonwealth Edison Company's franchise to provide electricity within the City of Chicago, the Committee on Energy, Environmental Protection and Public Utilities heard extensive testimony regarding rate making procedures and related dockets before the Illinois Commerce Commission as well as relevant cases pending in courts of various jurisdictions in Illinois; and

WHEREAS, The aldermen of the City of Chicago are 100 percent united in the belief that electric rates are unfairly high; and

WHEREAS, The Department of Law has opposed Commonwealth Edison rate increases and promoted conservation measures in a number of actions, including I.C.C. proceedings and court cases; now, therefore,

Be It Resolved, That the Chicago City Council does hereby express the following positions on dockets pending before the Illinois Commerce Commission:

1. Regarding I.C.C. Docket No. 89-0228, we believe Commonwealth Edison owes a refund of an amount exceeding \$100 Million. We urge the I.C.C. to resolve this matter quickly.
2. Regarding I.C.C. Docket No. 89-0351, we strongly believe that Commonwealth Edison has unfairly charged ratepayers for its excessively expensive coal contracts. We believe that the Commission should allow the full testimony of Forrest Hill, an expert witness sponsored by the City of Chicago, the Illinois Office of Public Counsel and the Cook County State's Attorney's Office.
3. Regarding I.C.C. Docket No. 88-0139, we believe that Commonwealth Edison's accounting practices undervalue the cost of purchasing western coal thereby utilizing more of it than if actual costs were used. We urge the I.C.C. to correct Commonwealth Edison's accounting procedure.

4. Regarding I.C.C. Docket No. 90-0048 known as the "Least Cost Docket", we strongly believe that Commonwealth Edison must commit not less than \$360 Million over five years to energy conservation initiatives designed to reduce residential rates.
5. Regarding I.C.C. Docket No. 91-0050, we believe that the I.C.C. should adopt the Hearing Examiner's proposed order supporting the City's interpretation of the least cost environmental quality standard which favors conservation and energy efficiency measures requiring substantially greater efforts by utilities across the state to implement energy efficiency programs; and

Be It Further Resolved, That the Chicago City Council does hereby express the following positions on cases pending before the Illinois Appellate Court and the Illinois Supreme Court:

1. Regarding *B.P.I. v. I.C.C.*, Supreme Court No. 71602, et al., we believe that the \$750 Million rate increase (the largest increase ever for a public utility in Illinois) granted by the I.C.C. to Commonwealth Edison was without justification. In particular, we strongly assert that the cost of constructing the Byron II and Braidwood I and II nuclear power plants should not be included in the rate base.
2. Regarding *People ex rel. Hartigan v. Commonwealth Edison and I.C.C.*, Supreme Court No. 71154, we believe that Judge Curry's decision exercising jurisdiction over this action was proper and that consumers are therefore entitled to a refund of \$244 Million, not \$196 Million as declared by the I.C.C.
3. Regarding *City v. I.C.C., Commonwealth Edison*, No. 91-0583 before the Illinois Appellate Court, we strongly agree with the City's position that state law requires Commonwealth Edison to provide utility services at the lowest possible cost in response to current demand, as well as projected future demand. We believe the I.C.C. was incorrect in holding that the planning provision of the act is limited to providing least-cost service with regard to projected future demand only; and

Be It Further Resolved, That the Department of Law is hereby memorialized to argue, or continue arguing, these positions before the relevant courts or commissions, and to report back to the Committee on Energy, Environmental Protection and Public Utilities whenever there is a material change in the status of these cases and/or dockets.

AMENDMENT OF TITLE 11, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW
ARTICLE XII ENTITLED "ELECTRIC
UTILITY FRANCHISE CONTROL
AND ENFORCEMENT".

On motion of Alderman Eisendrath, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities, deferred and published in the Journal of the Proceedings of November 22, 1991, pages 8865 through 8870, recommending that the City Council pass a proposed ordinance amending Title 11, Chapter 4 of the Municipal Code of Chicago by the addition of a new Article XII entitled "Electric Utility Franchise Control and Enforcement".

On motion of Alderman Eisendrath, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 43.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. Title 11 of the Municipal Code of Chicago is hereby amended by adding the new Article XII known as "Electric Utility Franchise Control and Enforcement" to read as follows:

11-4-1680. Definitions.

(a) "City" shall mean the City of Chicago, a municipality of the State of Illinois and home rule unit of government pursuant to Article VII, Section 6

of the 1970 Constitution of the State of Illinois, and where consistent with the context, its agencies, divisions, boards, bureaus, officers and employees.

(b) "Licensee" shall mean Commonwealth Edison Company, its successors, assignees and all other persons or entities controlled by Commonwealth Edison Company.

(c) "Agreement" shall mean the electric utility license agreement between the City and the Licensee enacted by the City Council on _____.

(d) "Committee" shall mean the City Council Committee on Energy, Environmental Protection and Public Utilities or that Committee designated by the City Council as having jurisdiction over the Agreement.

(e) "Commissioner" shall mean the Commissioner of the Department of Environment.

(f) "Annual basis" shall mean December 1, 1992 and every year thereafter until the termination or expiration of the Agreement.

(g) "Compact" shall mean the supplemental agreement authorized by Section 10 of the Agreement.

(h) "Provide Electric Energy" shall have the meaning given in Section 1.19 of the Agreement.

11-4-1690. Modification Or Termination Of Agreement.

Five years from the effective date of the Agreement, and on each fifth anniversary of that date throughout the duration of the Agreement, the Commissioner shall provide a report to the Committee on the advisability of (a) convening an Adjustment Board pursuant to Section 8.8.1 of the Agreement for the purpose of seeking changes in the Agreement, or (b) terminating the Agreement. The report shall contain two sections. The first section shall recite relevant facts, including without limitation changes in laws, public regulations, economic conditions, or in the art or methods of Providing Electric Energy and shall conclude with a recommendation to the Committee on the advisability of transmitting a written demand for an Adjustment Board to consider the need for modification of the Agreement or Compact as to any issue other than Term, Municipal Compensation, or Municipal Acquisition. The second section of the report shall recite current conditions in the financial markets, electric service rate levels and structures in comparable cities, and other factors that assist the Commissioner in estimating the effect on ratepayers and on the City of terminating the Agreement pursuant to Section 3.4(i) of the Agreement, and

shall conclude with a recommendation as to the advisability of so terminating the Agreement. The Committee shall vote on a motion to accept this report.

11-4-1700. Provision Of Information To City Council Committee.

Any report, document, record or other relevant information provided by the Licensee pursuant to the Agreement or Compact including but not limited to the Annual Report required pursuant to Section 8.1 of the Agreement, Plant Report required pursuant to Section 8.4 of the Agreement, all filings provided pursuant to Section 8.5 of the Agreement, and other enforcement information required under Section 8.6 of the Agreement and reports relating to service interruptions provided pursuant to Section 2.2 of the Compact shall also be provided by the Commissioner to the Committee not less than 15 days after such information is received.

11-4-1710. Report Of Annual Meeting.

The Commissioner shall file a report with the Committee summarizing the Annual Meeting conducted pursuant to Section 8.1.2. of the Agreement. The report shall be filed within 15 days after such meeting.

11-4-1720. Report Of Inspection.

The Commissioner shall obtain from the Licensee a report of any review by the Licensee of its procedures for annual inspection and surveillance of Licensee's transmission substations and transmission distribution centers conducted pursuant to Section 2.1(d) of the Compact.

11-4-1730. Report On Energy Efficiency Meeting.

Whenever the Licensee and the City meet regarding Energy Efficiency/DSM Programs the Commissioner shall file a report in writing within 15 days of such meeting to the Committee. The contents of such report shall include but not be limited to matters related to design, implementation and expenditures.

11-4-1740. Report On Energy Conservation.

Accounting and supporting documentation, including program evaluations and estimated energy savings, related to Energy Efficiency/D.S.M. Programs implemented by Licensee shall be summarized by the Commissioner and submitted to the Committee on an annual basis.

11-4-1750. Advertising Budget.

The advertising budget contemplated pursuant to Section 3.2 of the Compact and the Licensee's entire advertising budget shall be obtained by the Commissioner from either the I.C.C. or Licensee and provided to the Committee on an Annual Basis.

11-4-1760. City Building Audits.

The Commissioner shall provide to the Committee on an annual basis a copy of each energy audit conducted pursuant to Section 3.3 of the Compact.

11-4-1770. Cogeneration.

(a) The Commissioner shall obtain from Licensee copies of any relevant information related to cogeneration with respect to interconnection with the Licensee's system and provide such information to the Committee on an annual basis.

(b) Pursuant to Section 4.2 of the Compact, the Commissioner shall obtain from the Licensee or I.C.C. a written statement concerning Licensee's policies and procedures with respect to seeking I.C.C. approval of a separate, reduced monthly customer charge for those Rate 6 customers who require only standby service and to whom the Licensee's Rate 18 is applicable and provide the Committee with a copy of such written statement on an annual basis.

11-4-1780. Residential Bills.

The Commissioner shall obtain a copy of Licensee's cost-of-service study within 30 days of its completion and provide a copy of it to the Committee.

11-4-1790. Report On Other Relevant Jurisdictions.

The Commissioner shall file status reports with the Committee on active dockets before the Illinois Commerce Commission as well as reports on the status of pending state and federal legislation effecting the relationship between the City and the Licensee specifically regarding rates, rate structures, conservation, energy efficiency, cogeneration, wheeling, open access, ratepayer rights, municipal acquisition, or any other issue that the Commissioner believes relevant to an ongoing understanding of the relationship between the City and the Licensee. These reports shall be filed with the Committee quarterly, beginning April 1, 1992.

11-4-1800. Legislative Review.

The Commissioner shall institute an ongoing review of all applicable state and federal statutes, rules and regulations related to electric utilities and from time to time make recommendations to the Mayor and Committee for the purpose of advocating changes thereto.

11-4-1810. Annual Report.

The Commissioner shall submit an annual report to the Committee concerning the Agreement and Compact. The report shall include, but not be limited to, an analysis of implementation of and compliance with the Agreement and Compact including matters related to conservation, rate relief, competition, open access, acquisition and cogeneration.

SECTION 2. This ordinance shall be in force and effect from and after the effective date of the agreement.

AMENDMENT OF TITLE 17, CHAPTER 194A, SECTION 11.7A-3
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) BY INCLUDING OPEN PORCH
SYSTEMS FOR RESIDENTIAL BUILDINGS
AS PERMITTED EXCEPTIONS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of November 22, 1991, pages 9081 and 9082, recommending

that the City Council pass a proposed ordinance amending Title 17, Chapter 194A, Section 11.7A-3 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by including open porch systems for residential buildings as permitted exceptions.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That [Chapter 194A] Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 11.7A-3(5) by deleting the language in brackets and adding the language in italics, as follows:

11.7A-3. Authorized Exceptions. Exceptions from the requirement of this comprehensive amendment may be granted by the Zoning Administrator only in the following instances and in no others:

- (5) To permit *the* enclosure of *any* existing rear *open porch system* [and/] or side stairwell for residential buildings which were legally existing at the time of the adoption of this comprehensive amendment, which enclosure would otherwise be prohibited solely because of floor area ratio limitations.

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

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of November 22, 1991, pages 9082 through 9124, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Cullerton, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 44.

Nays -- None.

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

On motion of Alderman Giles, Application Number A-2893 was withdrawn.

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 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-H in area bounded by:

West Crystal Street; a line 23.94 feet east of and parallel to North Wood Street; the alley next south of and parallel to West Crystal Street; and North Wood 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.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 3-I in area bounded by:

a line 75 feet south of West Hirsch Street; North Western Avenue; a line 175 feet south of West Hirsch Street; and the alley next west of and parallel to North Western Avenue;

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-L in area bounded by:

a line 240 feet, 0 inches south of and parallel to the alley next south of and parallel to West North Avenue; the alley next east of and parallel to North Lorel Avenue; a line 275 feet, 0 inches south of and parallel to the alley next south of and parallel to West North Avenue; and North Lorel 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-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-F in area bounded by:

the alley next north of South Canalport Avenue; a line 150 feet northeast of and parallel to South Desplaines Street; South Canalport Avenue; and a line 125 feet northeast of and parallel to South Desplaines Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-F in area bounded by:

the alley next north of South Canalport Avenue; a line from a point 100.37 feet east of South Ruble Street and the southerly line of the alley next north of South Canalport Avenue, to a point 97 feet east of South Ruble Street and 20 feet south of the alley next north of South Canalport Avenue; a line from a point 97 feet east of South Ruble Street and 20 feet south of the alley next north of South Canalport Avenue, to a point 100 feet southwest of South Desplaines Street as measured from the northerly right-of-way line of South Canalport Avenue; South Canalport Avenue; and the alley next west of and parallel to South Desplaines Street, or the line thereof extended where no alley exists,

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-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-F in area bounded by:

the alley next north of and parallel to South Canalport Avenue; a line 100 feet northeast of and parallel to South Desplaines Street; South Canalport Avenue; and a line 75 feet northeast of South Desplaines Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-G in area bounded by:

a line 49 feet north of West 21st Street; South Halsted Street; a line 24.5 feet north of West 21st Street; and the alley next west of and parallel to South Halsted Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown On Map Number 4-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-H in area bounded by:

the alley next north of and parallel to West 21st Street; a line 200 feet west of South Wolcott Avenue; West 21st Street; and a line 275 feet west of South 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 5-F.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development No. 95 symbols and indications as shown on Map No. 5-F in the area bounded by:

West Dickens Avenue; North Sedgwick Street; West Armitage Avenue; a line 166.15 feet east of North Cleveland Avenue; North Lincoln Avenue; a line 48.6 feet south of West Dickens Avenue; a line 487.1 feet west of North Sedgwick Street; a line 39.6 feet south of West Dickens Avenue; and a line 403.1 feet west of North Sedgwick Street,

to those of Residential-Business Planned Development No. 95, as amended, which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Residential-Business Planned Development.

Plan Of Development

Statements.

1. The area delineated herein as a Residential-Business Planned Development (the "Planned Development") consists of approximately 218,695 square feet of property which is depicted on the attached Planned Development Boundary, Property Line and Subarea Map (the "Property") and is owned or controlled by the Applicant, The Hassinger Companies.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property.

Nothing herein shall be construed to mean that any individual owner of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the legal title holder thereof (and its beneficiaries if such title is held in a land trust) and the seller or transferor thereof (and its beneficiaries if title is held in a land trust) shall thereafter be released from any and all obligations or liability hereunder.

In addition, the Property throughout its development shall be under single ownership or single designated control. Provided, however, that upon the completion of the development of any portion of the improvements authorized by this Planned Development as evidenced by a duly issued Certificate of Occupancy, the portion for which said Certificate is issued no longer is required to be held in the same ownership or designated control as the portion of the Property the development of which has not been completed, except to the extent that an amendment, change or modification (administrative, legislative or otherwise) to this Planned Development is sought. All portions of the Property, the development of which has not been

completed must, nevertheless, remain under single ownership or control.

4. This Plan of Development consists of Thirteen (13) Statements; an Existing Zoning Map and Preferential Street Map; a Planned Development Boundary, Property Line and Subarea Map; a Generalized Land Use Map; an Existing Land Use Area Map; a Table of Use and Bulk Regulations and Related Controls; a Site Plan prepared by The Balsamo/Olson Group, Inc., dated September 12, 1991 (the "Site Plan"), a Landscaping Plan consisting of three sheets prepared by James Freeman and Associates, dated September 12, 1991 (the "Landscaping Plan"); Elevations of the Buildings to be Constructed Within Subareas B and C prepared by The Balsamo/Olson Group, Inc., dated September 12, 1991 (collectively the "Elevations"), a Conceptual Elevation of the Single-Family Homes to be Constructed Within Subarea A prepared by The Balsamo/Olson Group, Inc., dated September 12, 1991 (the "Conceptual Single-Family Elevations") and a Volumetric Drawing prepared by The Balsamo/Olson Group, Inc., dated September 12, 1991 (the "Volumetric Drawing"). Reduced copies of the Site Plan, the Landscaping Plan, the Elevations, the Conceptual Single-Family Elevations and the Volumetric Drawing are attached hereto and full sized copies of these items are on file with the Department of Planning. These and no other zoning controls shall apply to the Property.
5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 12:
 - Subarea A: Detached single-family dwelling units; and accessory uses.
 - Subarea B: Multi-family dwellings; broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae which may exceed eight feet in diameter; and accessory uses including retail and service uses and parking.
 - Subarea C: Multi-family dwellings; retail and service uses permitted in the B2 Restricted Retail District; a bank with a drive-through facility; blue-printing and photostating establishments; clothing and costume rental shops; dry-cleaning establishments, launderettes and laundries; meat markets; orthopedic and medical appliance stores, pet shops, radio and television service and repair shops; ticket agencies; typewriter and adding machine sales and services;

umbrella repair shops; broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae which may exceed eight feet in diameter, accessory and non-accessory parking and accessory uses.

6. Business and business identification signs shall be permitted within the Planned Development subject to the limitations in Statement 12. All business and business identification signs shall be subject to the review and approval of the Department of Planning. Temporary signs such as construction and marketing signs shall be permitted.
7. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.
8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Public Works and the approval of the Department of Planning. A minimum of two percent of all parking spaces provided within Subareas B and C shall be designated and designed for parking for the handicapped.
9. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Public Works in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning.
10. Within Subarea A, the improvements shall not exceed forty-four feet in height above grade nor shall they contain more than three and one-half stories above grade. The maximum height of the improvements to be constructed within Subareas B and C shall be:

Subarea B: ninety feet above grade to the building's main roof, except that the top of the duplex units may be constructed to a height of 100 feet above the grade and the top of the mechanical penthouse may rise to a height of 108 feet above grade. See the Volumetric Drawing attached hereto.

Subarea C: seventy-three feet above grade to the building's main roof, except that the top of the mechanical penthouse may rise to a height of ninety-one feet above grade. See the Volumetric Drawing attached hereto.

In addition to the maximum heights of buildings prescribed in this Planned Development, the height of the improvements and any appurtenance attached hereto also shall be subject to:

- (1) Height limitations as certified and approved by the Federal Aviation Administration; and
 - (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.
 12. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent right-of-way and all entrances and exits to and from the parking and loading areas, shall be designed and constructed in substantial conformance with the Site Plan, the Landscaping Plan and the Elevations. In addition, the improvement on the Property shall be subject to the following regulations:

A) Uses.

- i) All uses not permitted within a subarea shall be prohibited. In addition, the following uses are specifically prohibited in the Planned Development:

Subarea B: surface parking lots, accessory restaurants, taverns or live entertainment.

Subarea C: surface parking lots, taverns, the sale of hard liquor (except as incidental to the operation of a restaurant or as part of a drug store) or live entertainment.

- ii) All broadcast and telecommunications antennae permitted under this Planned Development within Subareas B and C shall be located on a building's roof and attached to the surface or attached to the sides of a building's mechanical penthouse and such reception and transmission equipment associated therewith which is not an integral part of the antennae shall be located within the proposed improvements. In addition, any antennae to be located on the building shall be subject to the following:
 - a) No antennae shall extend beyond the top of the mechanical penthouse;
 - b) All antennae which are attached to the sides of a building's mechanical penthouse shall be painted to match the color of the penthouse wall to which they are attached;
 - c) All antennae which are attached to a building's roof shall be setback from the edge of the roof the maximum extent possible; and
 - d) All antennae shall be limited to the smallest antennae size practicable.
- iii) All accessory retail and service uses permitted within Subarea B shall be accessed only from within the building and no signage therefor shall be located on the exterior of the building. In addition, no more than 400 square feet of the first floor of the improvements within Subarea B and no more than 600 square feet of the area below grade shall be devoted to accessory retail and service uses.
- iv) All liquor service that is provided in connection with a restaurant that may be established within Subarea C shall be incidental to the restaurant use. The seating capacity of any area devoted exclusively to liquor service shall be limited to ten percent of the seating capacity of the restaurant within which it is located.
- v) Vehicular ingress and egress to the drive-through bank that is proposed to be constructed within Subarea C shall be provided only from and to Armitage Avenue. In addition, the drive-through bank shall be open for business only between the hours of 8:00 A.M. and 6:00 P.M.. This limitation on hours of operation shall not apply to any automatic teller machines.

B) Landscaping.

- i) Parkway trees depicted on the Landscaping Plan shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.
- ii) Decorative street lighting shall be installed as depicted on the Landscaping Plan subject to the requirements and approval of the Bureau of Electricity and to a maintenance agreement as required by the City.

C) Architectural Treatment Of Improvements.

- i) The Applicant shall adhere to design standards for the street front facades of the improvements within Subarea A. These standards shall include a prohibition against solid walls, solid fences or fences with overlapping boards which prevent views from the adjacent street into the property lying between the fence and the facade of a structure beyond on any portion of the front yard along Dickens and Sedgwick. In addition, these standards shall ensure that the design and construction of the single-family homes within Subarea A is compatible with the architecture of structures which typify the Mid-North Landmark District immediately to Subarea A's east and north (the "District") as the District is described in the ordinance establishing it adopted by the City Council on August 31, 1977. As described in that ordinance, the District is not typified by any single architectural style but by a variety of building types and architectural styles that predominated during the rebuilding of Chicago after the 1871 fire. Therefore, no single architectural style or component thereof can be determinative although neoclassical/traditional architecture would be consistent with the architectural style of the District and modern architecture would not be. At a minimum, the street front facades of the Subarea A improvements shall be designed and constructed in accordance with the following standards:
 - a) Composition -- The composition of the elements of the street facade of the improvements shall articulate a base, a mid-section and a roof (or cornice) through architectural detailing such as the expression of floor levels, other expression lines, projections, pilasters, lintels, changes in materials or colors, or openings.

b) Materials -- All facades of the improvements shall be of masonry construction. In addition, the street facades of the improvements, and the first two feet of the portion of the non-street facades adjacent thereto, shall be constructed primarily of face brick or stone. The street facades may contain accent materials such as stone, decorative wood, metal, limestone or materials similar in appearance and durability.

c) Openings -- The street facade of the improvements shall be punctuated by window openings at each floor level, as appropriate, and by a principal doorway opening located above the base. The proportions of the window openings shall generally emphasize the vertical dimension. The window and door openings shall be accentuated through the use of differentiated materials or colors and by arches, lintels or other architectural expressions of the opening's frame.

- ii) All exterior walls of the improvements to be constructed within Subareas B and C, excluding the parking garage, shall be primarily of a combination of brick and limestone or materials substantially equivalent in appearance and durability to limestone such as pre-cast materials and manufactured limestone. The architecture of the Armitage Avenue facade of the improvements within Subarea C shall be substantially similar to the Lincoln Avenue elevation of those improvements attached hereto. In addition, the minimum floor to floor height of the residential portion of the improvements in Subarea B shall be nine feet as measured from the top of lower floor slab to the bottom of the upper floor slab.

D) Additional Signage Regulations.

- i) The total exterior signage which may be established for each non-residential use within Subarea C shall be limited in size by the number of square footage which is the product of two times eighty percent of the lineal feet of frontage of each individual establishment. In addition, except for lettering directly on an awning or canopy, no part of a sign mounted on the exterior of the building shall extend above nineteen feet above grade nor below sixteen feet above grade.
- ii) No non-directional pole signs, billboards or box signs shall be permitted within the Planned Development, except any existing business signs maintained in connection with the

parking garage in Subarea C (the "Existing Signs") and one business identification sign that may be installed in connection with the marketing of the Property (the "Marketing Billboard"). Provided, however, that the Marketing Billboard:

- a) shall be located on the portion of the Property located east of Lincoln Avenue and shall be adjacent and perpendicular to Lincoln Avenue;
 - b) shall not exceed ten feet by twelve feet in size;
 - c) shall not rise to a height greater than sixteen feet above grade as measured at the top of the sign; and
 - d) if lighted, the lighting shall not exceed fifteen-foot candles as measured at the face of the sign.
- iii) No sign may project more than eighteen inches from the face of the building to which it is attached, except for signs which are an integral part of a canopy or awning or the Existing Signs.
 - iv) No flashing or illuminated signs are permitted within this Planned Development, except for back-light signs, the Existing Signs and the Marketing Billboard.

E) Additional Parking And Loading Regulations.

- i) A minimum of forty spaces within the parking garage in Subarea C shall be available free of charge, but subject to a validation program, to patrons of the commercial uses to be established within that Subarea.
- ii) Within Subarea B, at least one parking space shall be conveyed with each dwelling unit.
- iii) Within Subarea C, at least one parking space for each dwelling unit shall be made available to the owner of such unit at no more than a commercially reasonable rate.
- iv) The parking spaces required under this Planned Development within Subareas B and C, except the parking spaces to be conveyed with each dwelling unit in Subarea B,

may be provided in a tandem or stacked arrangement and operated as valet service.

- v) A maximum of 20% of the parking spaces required under this Planned Development within Subareas B and C may be 7.5 feet by 15 feet in size to accommodate compact cars.
- vi) Within Subareas B and C, all required parking spaces and loading berths shall be located within the same Subarea as the use served. Within Subarea A, all parking spaces required to serve an individual single family dwelling shall be located on the same parcel as the single-family dwelling served.

F) Additional Subarea A Regulations.

- i) Prior to the issuance by the Department of Planning of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II approval") for any development within Subarea A, a site plan for the proposed development of that Subarea (the "Subarea A Development Plan") shall be submitted to the Commissioner of the Department of Planning (the "Commissioner") for approval. Review and approval of the Subarea A Development Plan by the Commissioner is intended to assure that specific development proposals conform with this Planned Development and to assist the City in monitoring on-going development. The Subarea A Development Plan may include all or any part of the property within that Subarea. No Part II approval for Subarea A improvements shall be granted until the Subarea A Development Plan has been approved.

If the Subarea A Development Plan substantially conforms with the provisions of this Planned Development, the Commissioner shall approve said plan in writing within thirty days of the submission of a complete application for approval thereof. If the Commissioner determines within said thirty day period that the Subarea A Development Plan that was submitted does not substantially conform with the provisions of this Planned Development, the Commissioner shall advise the Applicant in writing of the reasons for disapproval thereof no later than fourteen days after the expiration of the thirty day period. The Commissioner shall thereafter make a final written determination on any resubmission within fourteen days of its filing.

Following approval of a Subarea A Development Plan by the Commissioner, the approved plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

After approval by the Commissioner of a Subarea A Development Plan, the approved plan may be changed or modified pursuant to the provisions of Statement 12(I).

In the event of any inconsistency between the approved Subarea A Development Plan and the terms of this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms of the Planned Development shall govern.

A Subarea A Development Plan shall, at a minimum, provide the following information:

- a) the boundaries of the development parcel or parcels;
- b) the footprint of the improvements;
- c) location and dimensions of all parking spaces;
- d) all drives and vehicular routes;
- e) all proposed off-site landscaping, including species and size;
- f) all pedestrian circulation routes;
- g) elevations of the improvements;
- h) specifications of the materials to be used on the exterior facades; and
- i) all statistical information applicable to the development parcel or parcels, including:
 - 1) Floor area and floor area ratio.
 - 2) Number of parking spaces required and to be provided.
 - 3) Uses to be established on each parcel.

4) Building heights.

5) All setbacks, both required and to be provided.

A Subarea A Development Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. An application for approval of a Subarea A Development Plan shall be deemed complete if the Applicant submits to the Commissioner an application for approval which contains all the information listed immediately above and the Commissioner does not advise the Applicant in writing within ten working days of the submission thereof that the submitted application is incomplete and the specific information required to render the application complete.

- ii) The individual parcels depicted on the site plan within Subarea A may be combined or reconfigured so long as the resulting total number of parcels within that Subarea does not exceed twenty-nine, the width of any parcel is not reduced below twenty-five feet, the side lot lines of the parcels (except the southernmost and westernmost parcels) are perpendicular to the street and all resulting parcels otherwise comply with the provisions of this Planned Development.
- iii) The front lot line of all parcels within Subarea A, except the westernmost parcel therein, shall be deemed to be the line coterminous with either the south line of Dickens Avenue or the west line of Sedgwick Street. The front lot line of the westernmost parcel in Subarea A shall be deemed to be the line coterminous with the easterly line of Lincoln Avenue and the rear lot line thereof may be, at the Applicant's discretion, the line coterminous with the northerly line of the internal drive.
- iv) No buildings, parking areas or portions thereof on a parcel within Subarea A, except a driveway for access to the required parking on the southernmost parcel, may be located within a required yard except as permitted under Section 5.7-5 of the Zoning Ordinance or this Planned Development.
- v) The regulations in the Chicago Zoning Ordinance applicable to reverse corner lots and to through lots shall not apply to any of the parcels within Subarea A.

- vi) Other than for the internal drive between the Subarea A and Subarea B improvements and for the southernmost parcel within Subarea A, no curb cuts on Dickens Avenue, Sedgwick Street or Lincoln Avenue shall be permitted for access to the parcels within Subarea A. In addition, the Applicant, subject to City approval, shall install a gate at the Dickens Avenue entrance to the internal drive in an effort to restrict through traffic along the internal drive.
- vii) All portions of the parcels in Subarea A not devoted to permitted structures, drives or walks shall be maintained with landscaping.
- viii) Prior to the issuance of a Certificate of Occupancy for any improvement on a parcel within Subarea A, vehicular access to said parcel shall be made available from both Lincoln Avenue and Dickens Avenue over the internal drive depicted on the Site Plan.
- ix) Within six months of the issuance of a Certificate of Occupancy for any improvement on a parcel within Subarea A or for the proposed improvements on Subareas B and C, the parkway trees depicted on the Landscaping Plan and adjacent to the parcel or Subarea, as the case may be, on which such improvements are located shall be installed.
- x) The open space located at the intersection of Lincoln Avenue and Sedgwick Street and depicted on the Site Plan as located within Subarea A shall be completed prior to the earlier of the issuance of a Certificate of Occupancy for the first dwelling unit within Subarea A in excess of fifty percent of the number of dwelling units permitted in that Subarea or for the Subarea B improvements. Provided, however, that the wall located along the northerly portion of said open space and continuing in a northerly direction along the easterly boundary of Lincoln Avenue to the internal drive between the Subarea A and B improvements need not be constructed to the extent it interferes with the marketing of the improvements to be constructed on the Property.

G) Interim Use Regulations.

- i) During the interim period between the demolition of the existing improvements on the Property and the completion of the construction of the improvements approved under this Planned Development, the Applicant shall:

- a) Plant and maintain grass along those portions of Subarea A which are not required for construction or marketing of the improvements to be constructed within that Subarea or Subarea B;
 - b) Establish a construction barricade along the perimeter of Subarea B, which perimeter area may be expanded into Subarea A to the degree necessary to accommodate future construction of the Subarea B improvements; and
 - c) Establish a construction barricade around the perimeter of Subarea C.
- ii) The construction barricades required under this Statement shall be ornamental in nature and may contain information regarding the Property, its development or the community. The information to be conveyed through the use of the construction barricade shall be placed directly thereon. The barricades may be removed in increments as portions of the improvements authorized under this Planned Development are completed. In addition, the construction barricades shall be kept, at all times, in a sightly manner free from graffiti or posters, flyers or leaflets containing unauthorized information.
 - iii) The requirements of this Statement 12(G) shall be completed within 60 days, weather permitting, after the conclusion of the demolition of the existing improvements upon the affected Subarea.

H) Construction Regulations.

- i) In addition to the regulations contained in the Chicago Municipal Code governing construction of improvements, the following regulations shall apply to the construction of the improvements authorized under this Planned Development:
 - a) All construction traffic associated with the construction of the Subareas A, B and C improvements shall, to the fullest extent possible, access the Property from the southern portion of Lincoln Avenue. All construction vehicles shall be parked behind the construction barricades.

b) All construction vehicles shall be washed before leaving the Property to the extent necessary to prevent the spill of debris or mud on public streets adjacent to the Property.

I) Modification Of Requirements.

The requirements of this Statement 12 may be modified, administratively, by the Commissioner of the Department of Planning, upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning that such modification is appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning 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. The Applicant shall provide the Alderman of the Ward in which the Property is located with written notice of the filing of any request for a modification under this provision, and the nature of the modification requested, no later than the date on which such a request is filed. A copy of such notice shall be filed with the Department of Planning simultaneously with the filing of the request for modification.

13. Unless substantial construction of a minimum of seventy-five dwelling units within the Property has commenced within ten years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire with regard to the undeveloped portions of the Property; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then with regard to the undeveloped portions of the Property this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development, with respect to any portion of the Property, expires under the provision of this section, then the zoning of the portions of the property affected shall automatically revert to that of the previously underlying Planned Development No. 95 as adopted by the City Council on August 30, 1972.

[Existing Zoning and Preferential Street Map, Planned Development Boundary, Property Line and Subarea Map, Generalized Land Use Map, Existing Land Use Area Map, Site Plan, Landscape Development Plans, East and West Condominium Building Elevations, Conceptual Single-Family Home Elevations and Volumetric Drawing attached to this Plan of Development printed on pages 10180 through 10191 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Residential-Business Planned Development.

Plan Of Development

Use And Bulk Regulations And Data.

General Description Of Land Use:

See Statements Numbered 5 and 13.

Maximum Permitted F.A.R.: 1.87

Gross Site Area = Net Site Area + Area remaining in public right-of-way:

304,080.52 square feet = 218,695 square feet + 85,385.52 square feet

6.98 acres = 5.02 acres + 1.96 acres

Setbacks From Property Line:

Subarea A: Front Yard -- 12 feet

Side Yard -- 3 feet *

Rear Yard -- 30 feet **

Subareas B and C: In General Conformance with the Site Plan and the Plan of Development Statements.

Maximum Percentage Of Site Coverage:

Subarea A: 75%

Subareas B and C: In accordance with the Site Plan.

Maximum Permitted Building Height:

In accordance with Statement Number 10 hereof and the Volumetric Drawing.

Maximum Floor Area Devoted To Residential Uses:

Subarea A: 5,000 square feet per parcel

Subarea B: 180,000 square feet

Subarea C: 120,000 square feet

Maximum Floor Area Devoted To Retail And Service Uses Within Subarea C:

20,000 square feet (which shall not be located above the ground floor).

* The required minimum side yard within Subarea A shall be provided on each parcel within that Subarea. However, the requirement may be satisfied by the combined total of the side yards provided on each parcel.

** Detached garages are permitted obstructions within this yard without limitation.

Maximum Number Of Dwelling Units:

Subarea A: 29

Subarea B: 97

Subarea C: 78

Minimum Number Of Off-Street Parking:

Subarea A: Two spaces per dwelling unit

Subarea B: 115 spaces

Subarea C: 118 spaces

Maximum Number Of Off-Street Parking:

Subarea A: Three spaces per dwelling unit

Subarea B: 150 spaces

Subarea C: 300 spaces

Minimum Number Of Off-Street Loading Berths:

Subarea A: None

Subarea B: 1 berth

Subarea C: 3 berths

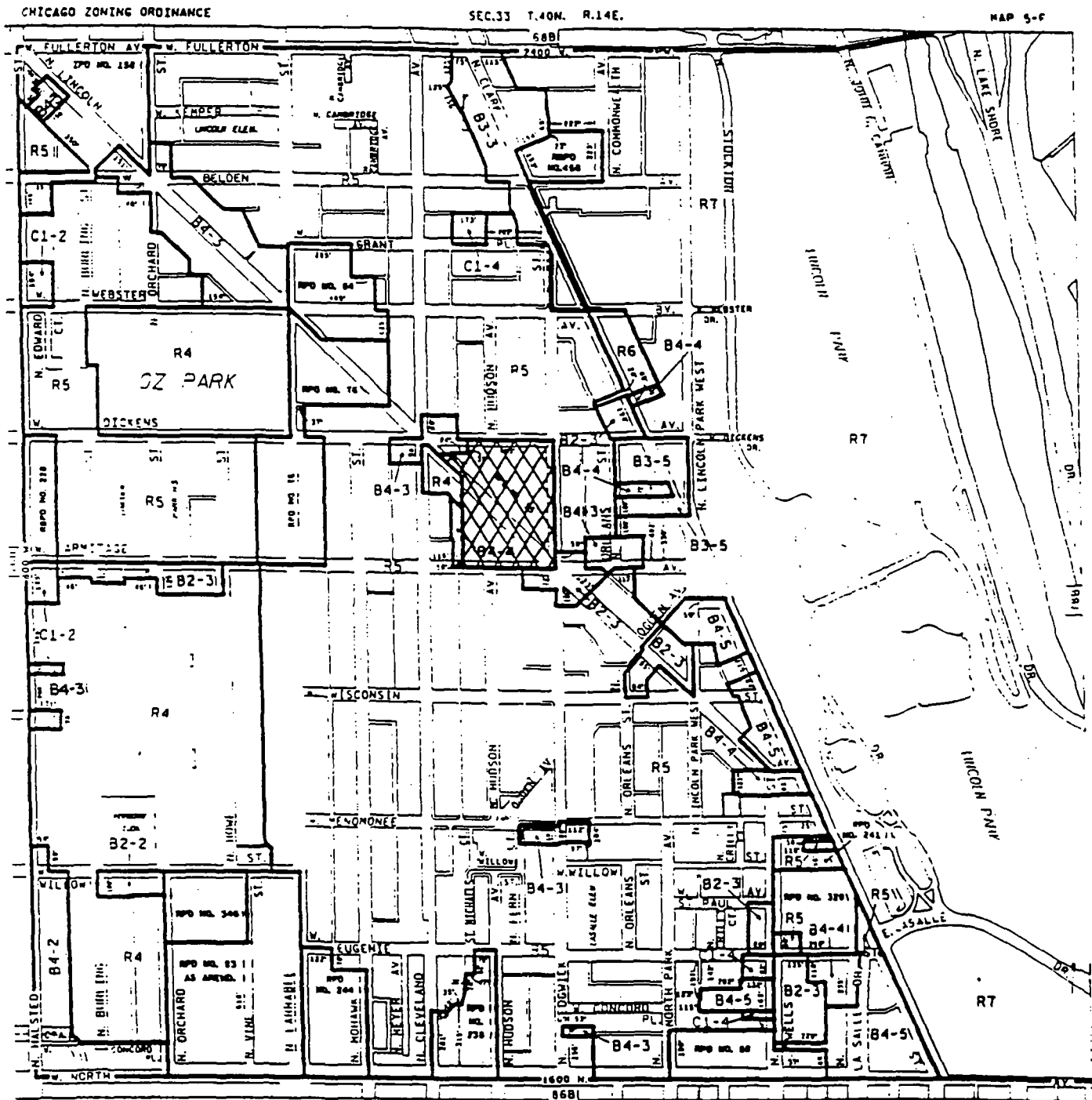
Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 5-G in area bounded by:

(Continued on page 10192)

Existing Zoning And Preferential Street Map.



APPLICANT: THE HASSINGER COMPANIES, INC.
 300 PARK BOULEVARD, SUITE 1515
 ITASCA, ILLINOIS 60143

DATE: JUNE 28, 1991



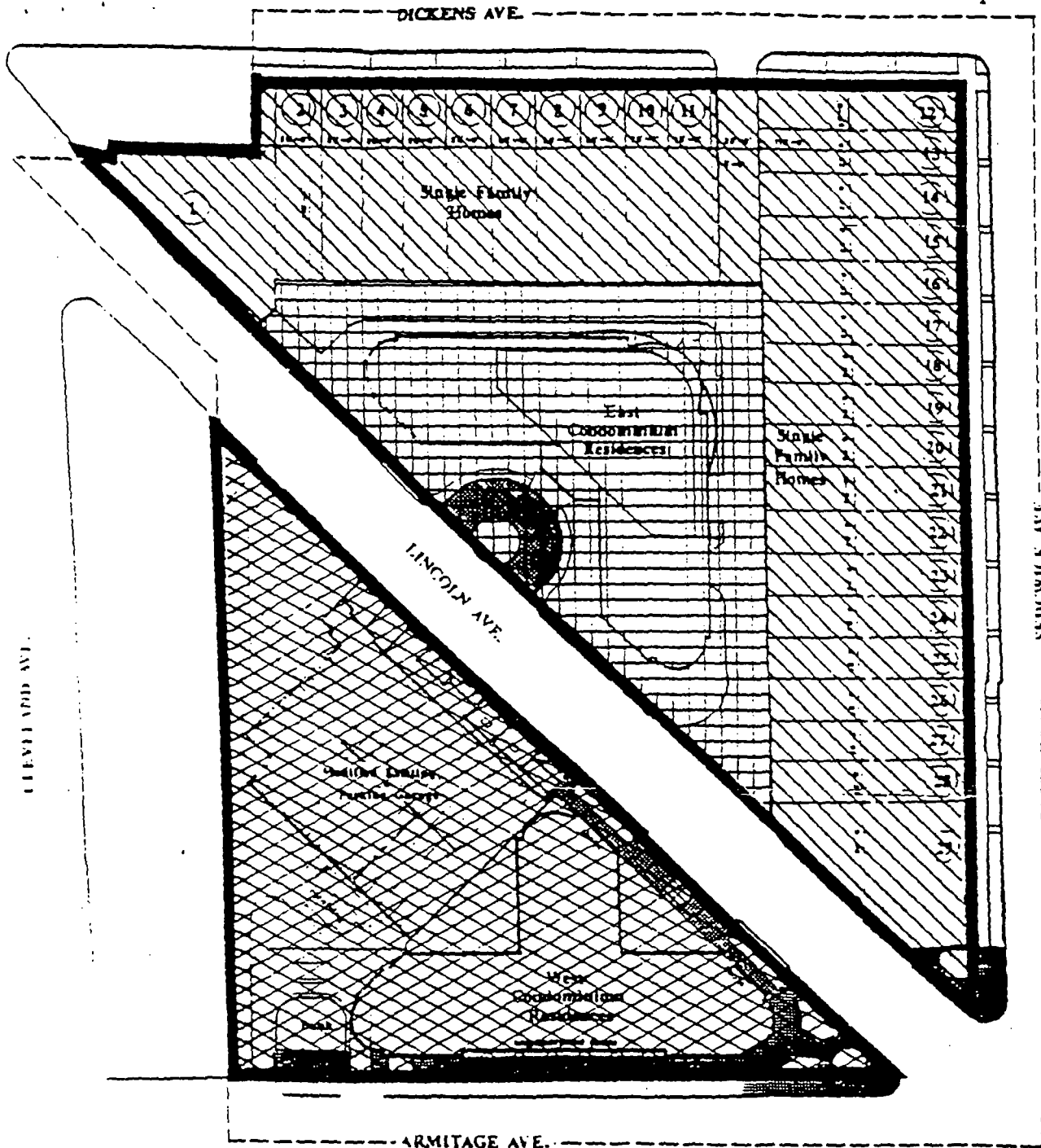
SUBJECT PROPERTY

11/27/91

UNFINISHED BUSINESS

10181

Planned Development Boundary, Property Line And Subarea Map.



SUB-AREA A



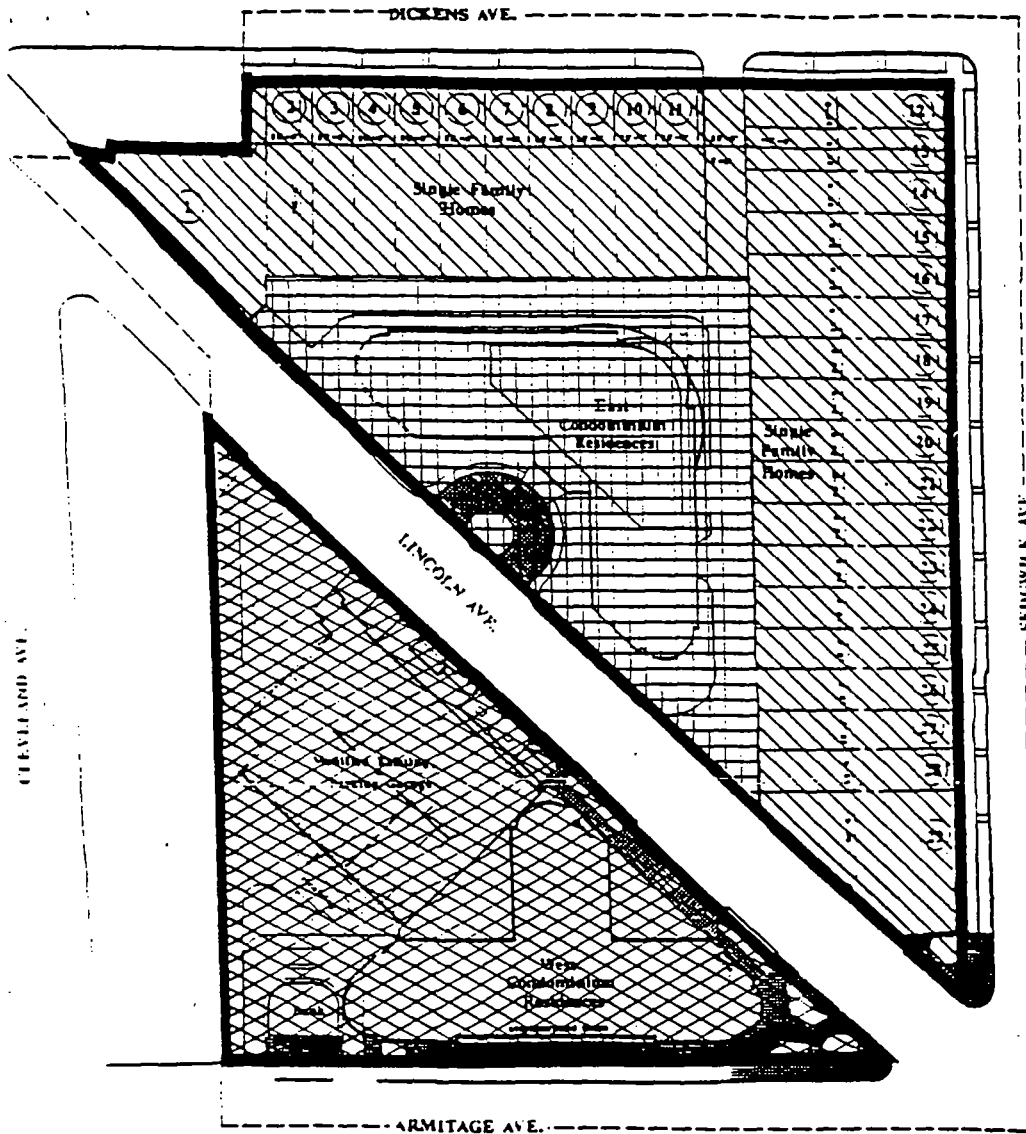
SUB-AREA B



SUB-AREA C

----- PLANNED DEVELOPMENT BOUNDARY

Generalized Land Use Map.



SINGLE FAMILY HOMES AND ACCESSORY USE



MULTIFAMILY DWELLINGS, PARKING AND ACCESSORY USE

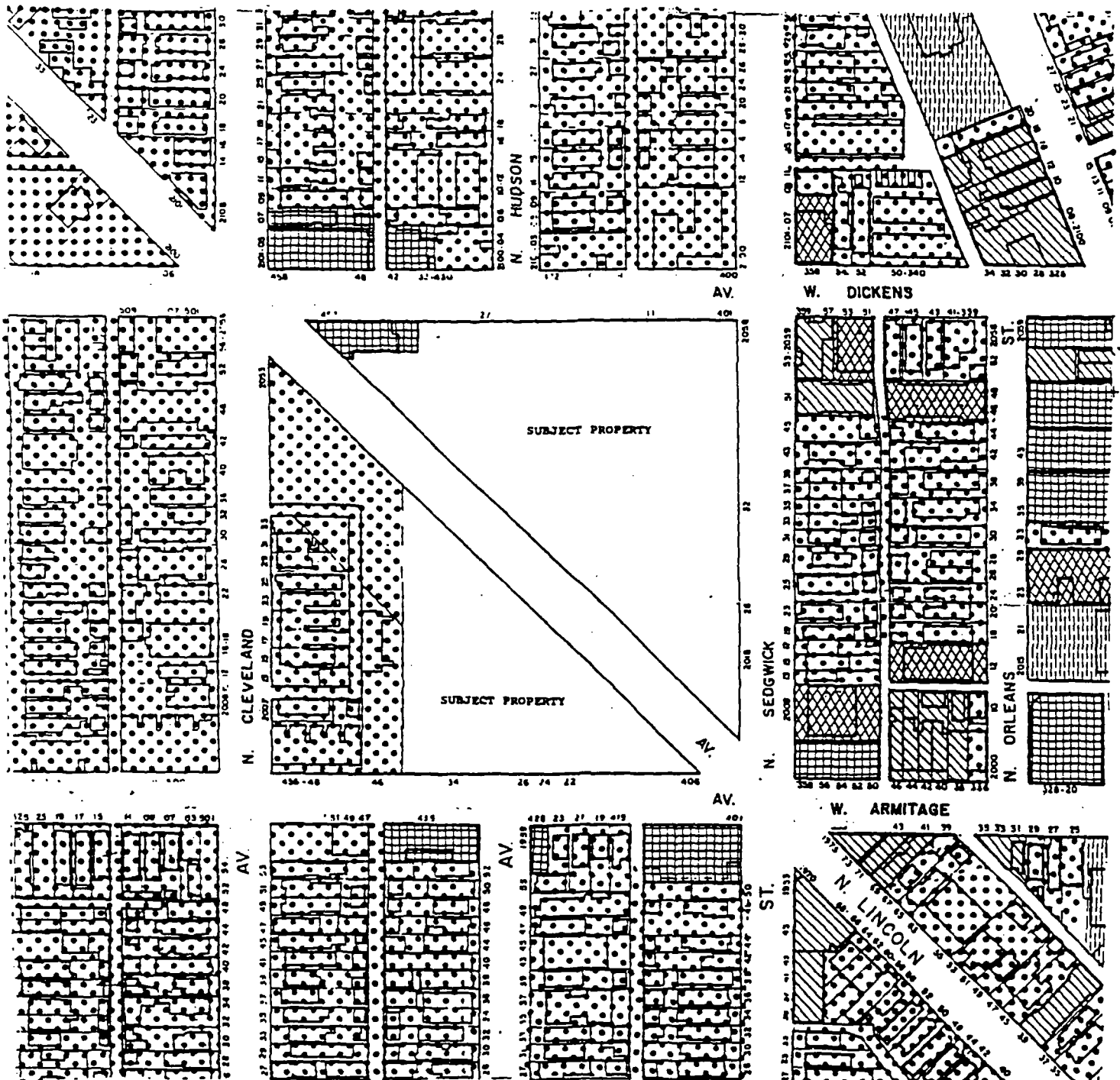


MULTIFAMILY DWELLINGS, RETAIL AND SERVICE

11/27/91

UNFINISHED BUSINESS Existing Land Use Area Map.

10183



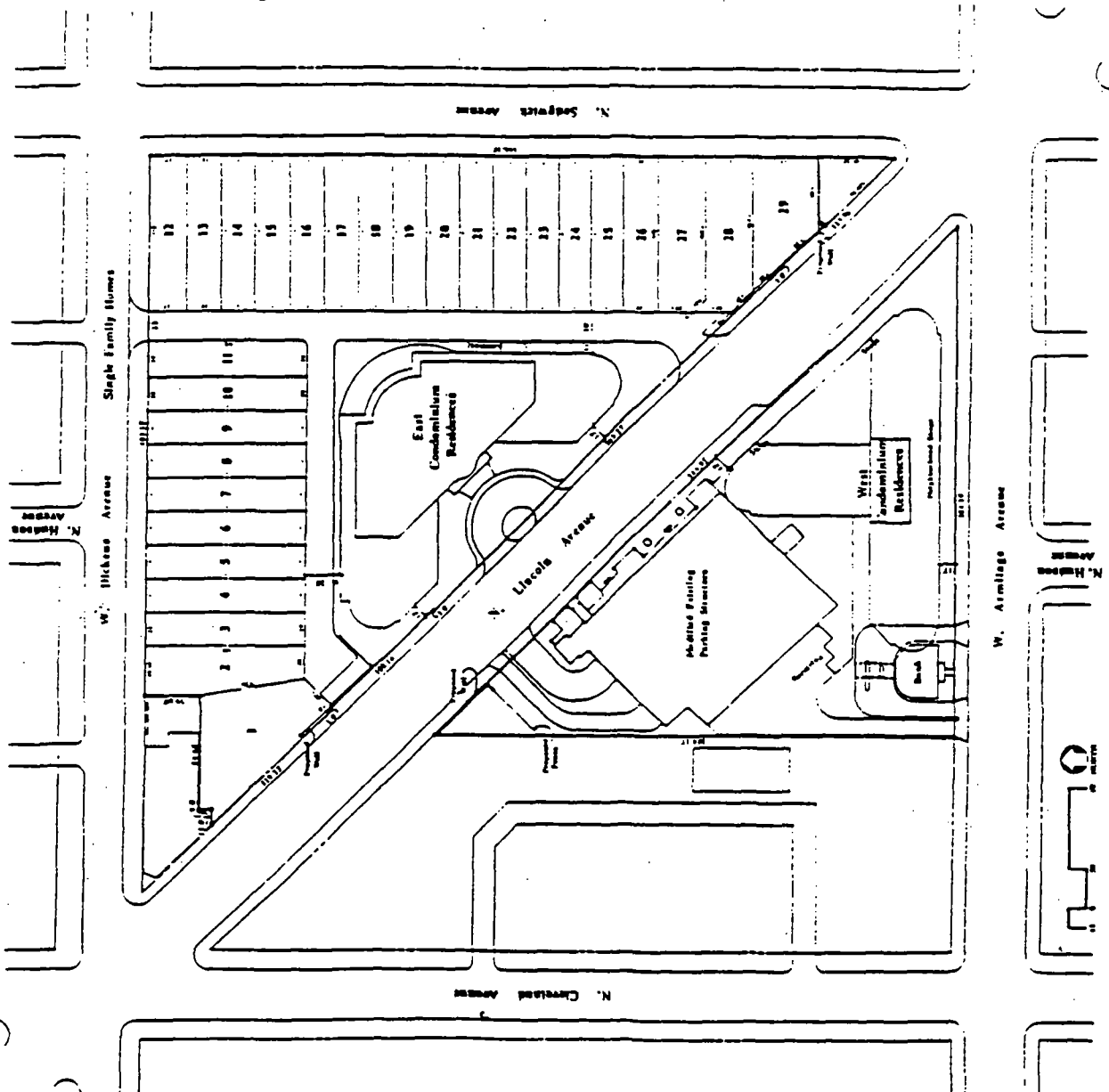
KEY

- Residential 1-3 Stories
- Residential 4-7 Stories
- Residential 8 Stories and up
- Commercial/Residential 1-3 Stories
- Commercial 1-3 Stories

Site Plan.

LINCOLN PARK PLACE

A Mixed Use Development of
Condominium Residences, Single Family Homes and Neighborhood Shops



The Hassinger Companies
310 Park Road, Suite 100
Oakbrook, Illinois 60181

The Haisman/Olson Group, Inc.
One South 310 South Ave., Oakbrook Terrace, Illinois
Architect - Lead Planner
9-11-91

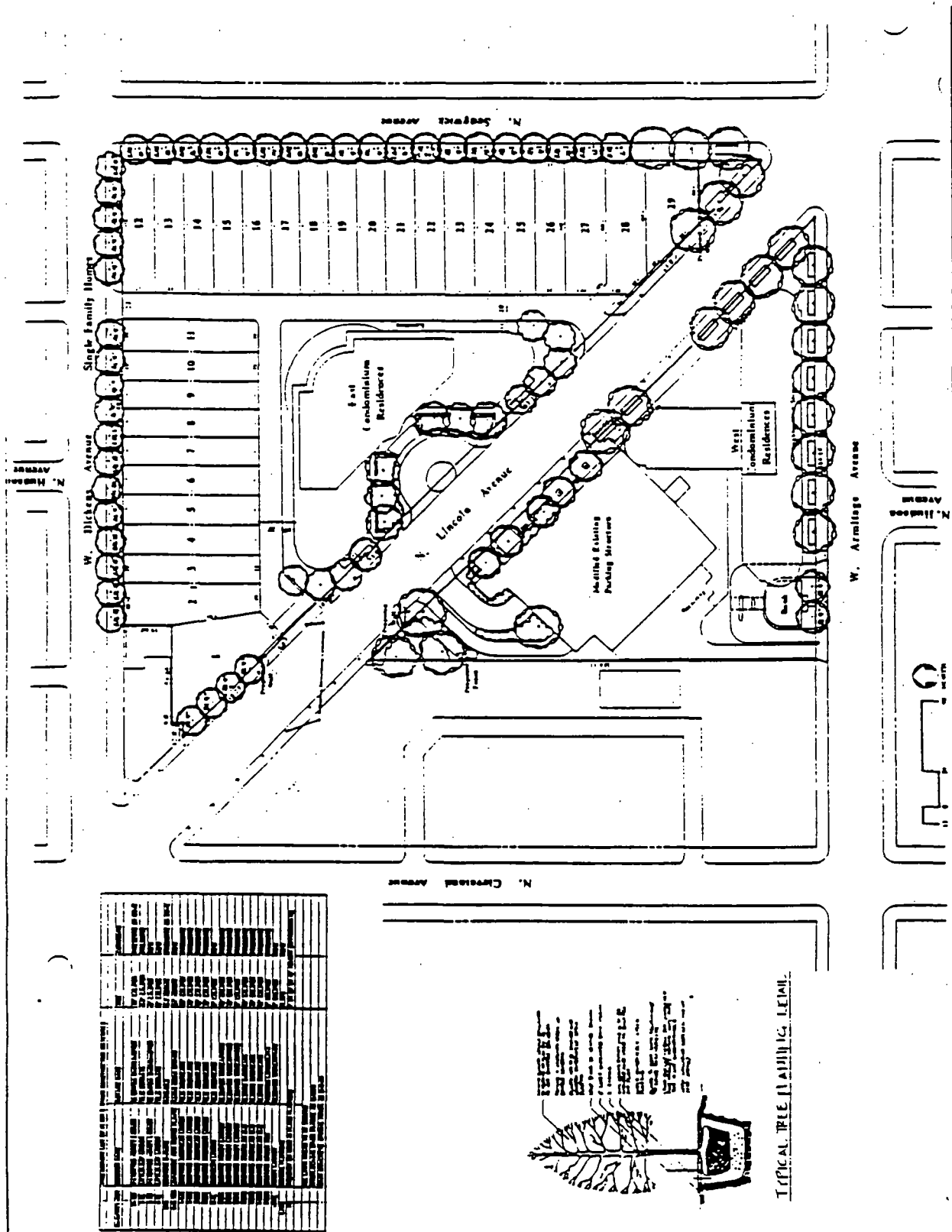
11/27/91

UNFINISHED BUSINESS

10185

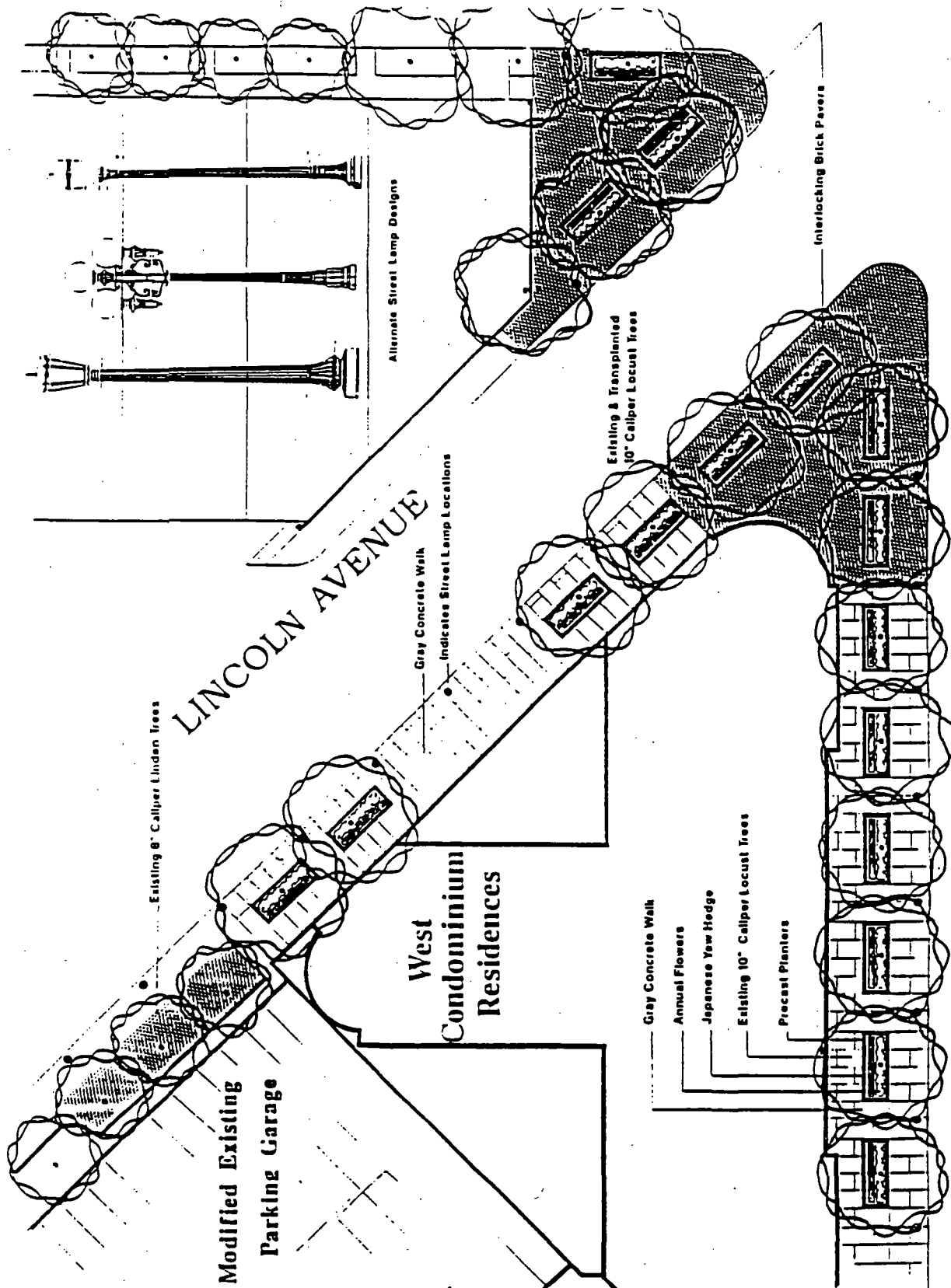
Landscape Development Plan.

(1 Of 3)



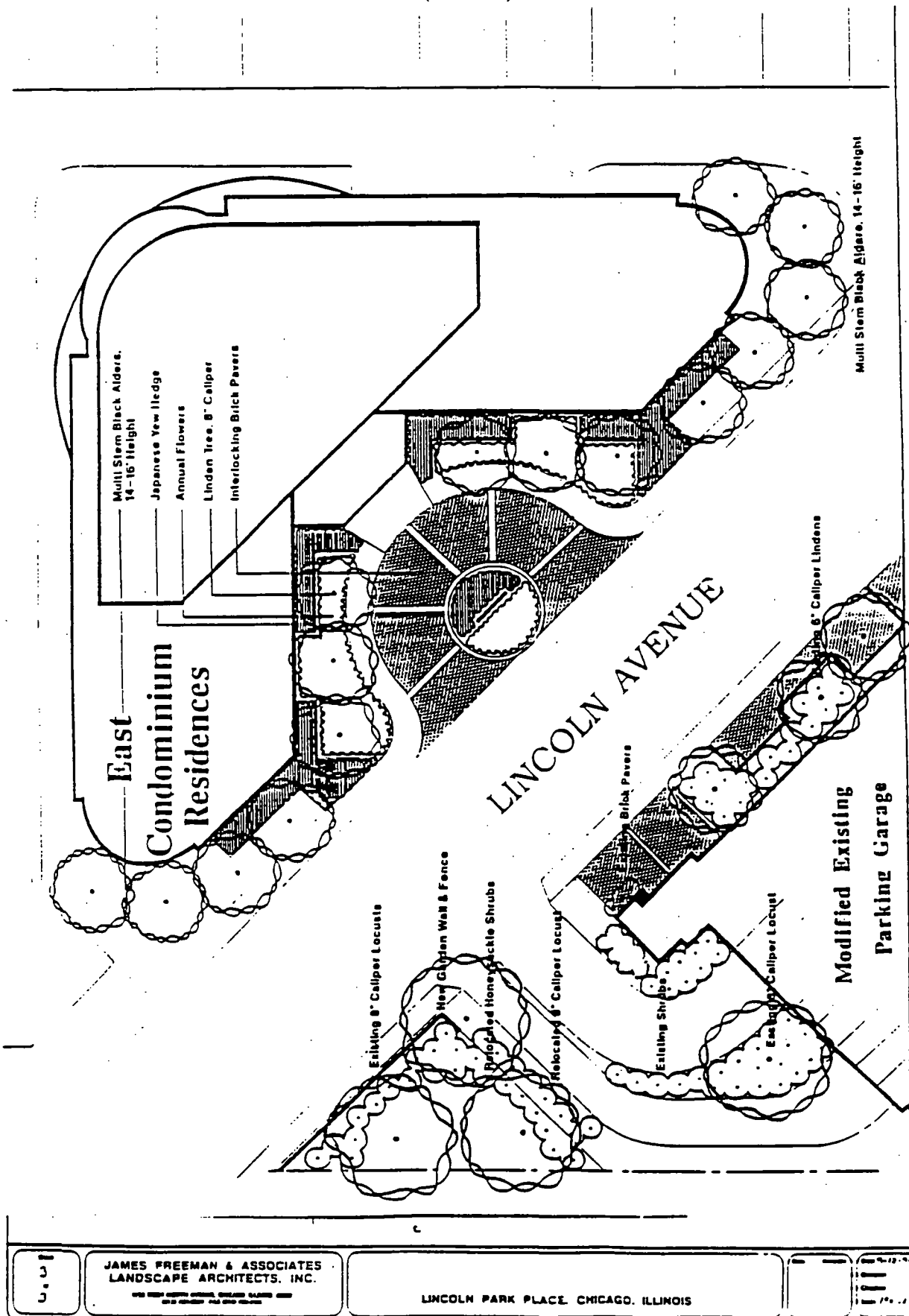
Landscape Development Plan.

(2 Of 3)

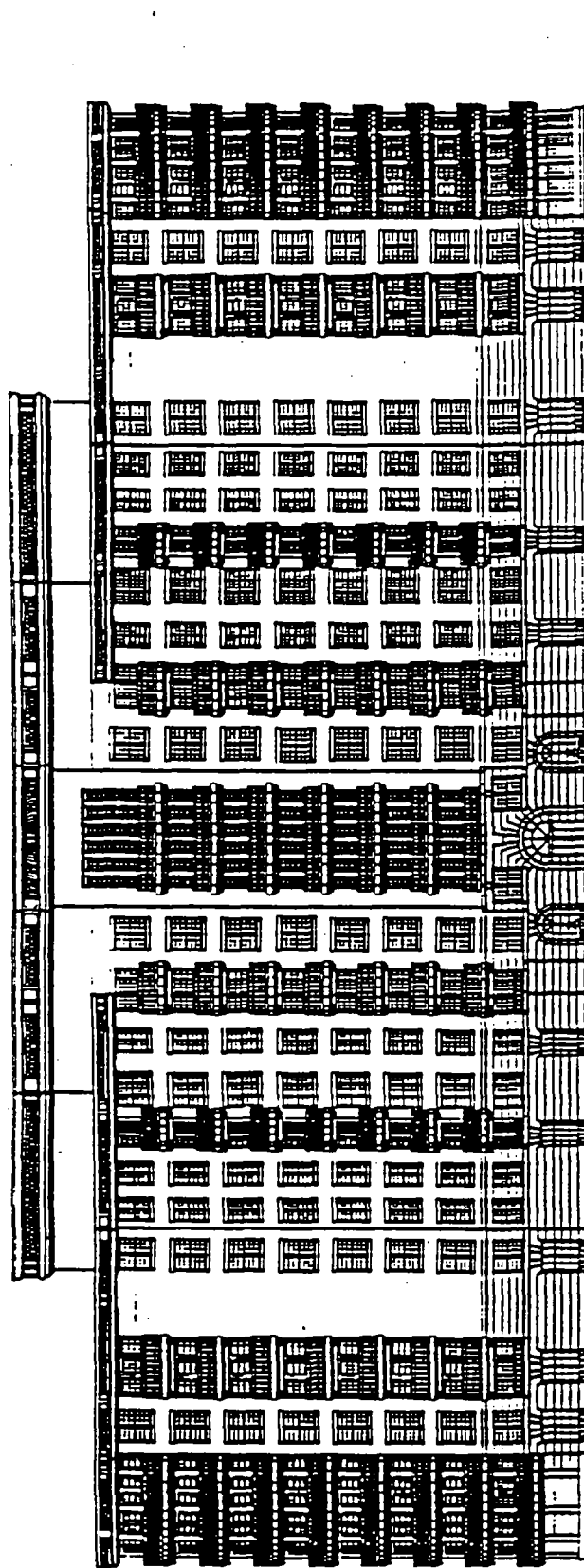


Landscape Development Plan.

(3 Of 3)



East Condominium Building.



LINCOLN AVENUE ELEVATION
9-11-91

LINCOLN PARK PLACE

A Mixed Use Development of
Condominium Residences, Single Family Homes and Neighborhood Shops

The Hassinger Companies

300 East Madison, Chicago, Illinois
Developer

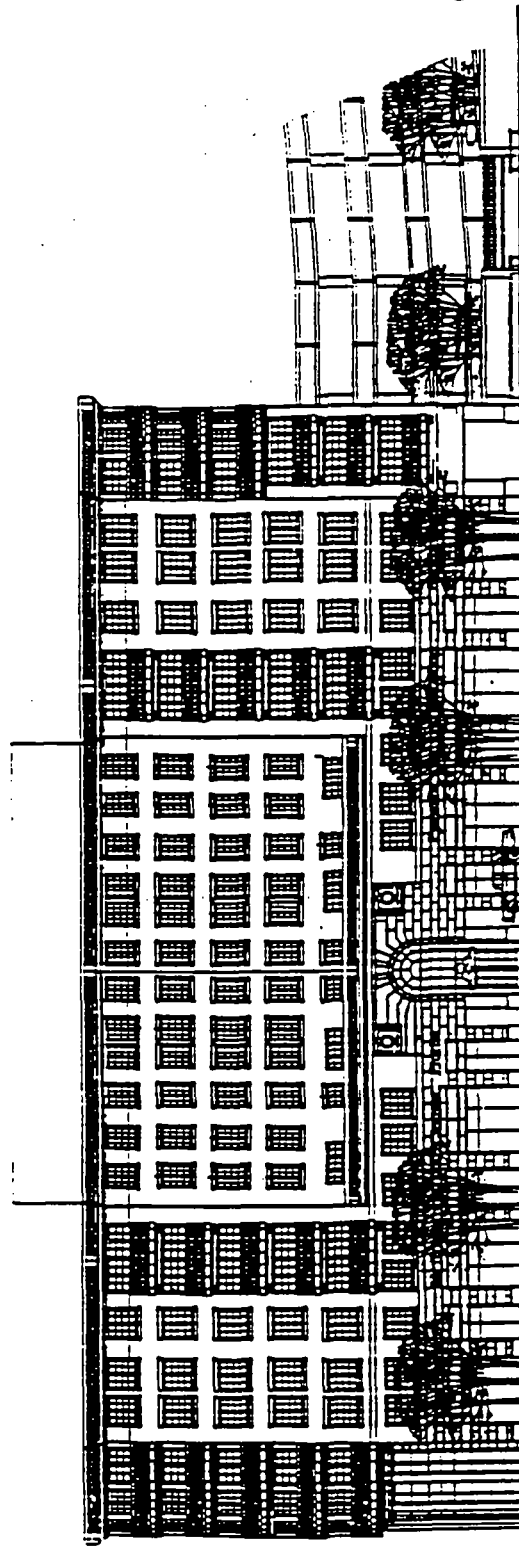
The Balsamo/Wilson Group, Inc.
One South 116 Street, Suite 100, Oakbrook Terrace, Illinois
Architect & Land Planner

11/27/91

UNFINISHED BUSINESS

10189

West Condominium Building.



LINCOLN AVENUE ELEVATION

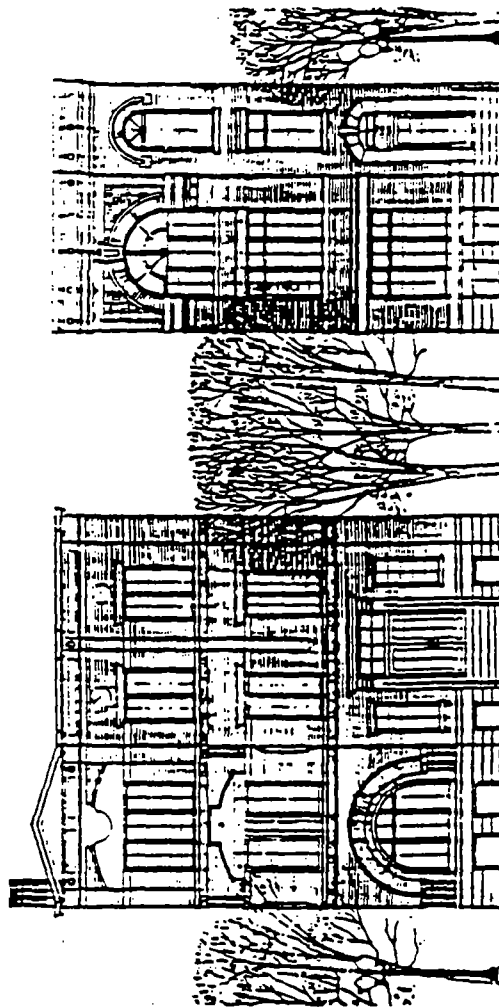
The Hassinger Companies

LINCOLN PARK PLACE



The Hassinger Companies, Inc.
One South 300 Avenue
Channahon, Illinois 61615
(815) 424-1000

Conceptual Single-Family Elevations.



1-11-91

LINCOLN PARK PLACE

A Mixed Use Development of
 Condominiums, Retail, Single Family Homes and Neighborhood Shops
 The Hasselger Companies
 100 East Madison Avenue, Suite 1000
 Chicago, Illinois 60601

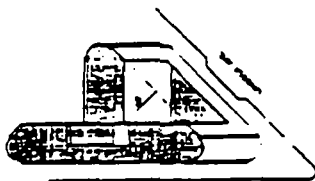
The Ballman/Olson Group, Inc.
 100 South Dearborn Street, Suite 1000
 Chicago, Illinois 60601

11/27/91

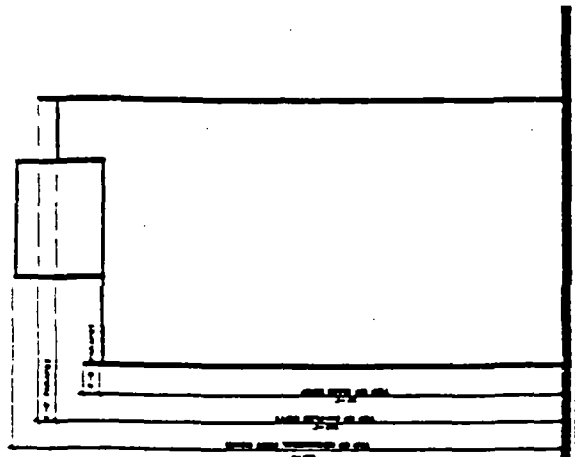
UNFINISHED BUSINESS

10191

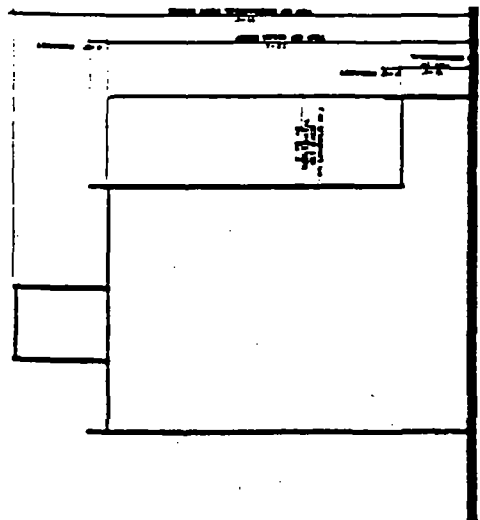
Volumetric Drawing.



WEST CONDOMINIUM BUILDING
Aerial View



EAST CONDOMINIUM BUILDING



WEST CONDOMINIUM BUILDING

LINCOLN PARK PLACE

A Mixed Use Development of
Condominiums, Single Family Homes and Neighborhood Shops
The Haslinger Companies
340 Park Blvd., Suite 200
Boulder, CO 80501

The Balsamo/Olson Group, Inc.
One South 316 Street, Suite 100
Aurora, CO 80014

9-11-91

(Continued from page 10179)

a line 200 feet north of West Dickens Avenue; North Southport Avenue; West Dickens Avenue; a line 25 feet west of the alley next west of and parallel to North Southport Avenue; the alley next north of and parallel to West Dickens Avenue; and the alley next west of and parallel to North Southport Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in area bounded by:

a line 39.70 feet north of West Webster Avenue; North Southport Avenue; West Webster Avenue; and North Janssen Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 5-H.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in area bounded by:

a line 245 feet north of the alley next north of West Wabansia Avenue; the alley next east of North Paulina Street; a line 219.57 feet north of the alley next north of West Wabansia Avenue; North Marshfield Avenue; a line 145.63 feet north of the alley next north of West Wabansia Avenue; the alley next east of North Paulina Street; the alley next north of West Wabansia Avenue; and North Paulina Street,

to those of a C3-3 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-G in area bounded by:

the alley next southeast of and parallel to Archer Avenue; the alley next northeasterly of and parallel to South Farrell Street; a line 169.58 feet southeasterly of the alley next southeast of and parallel to Archer Avenue; and South Farrell Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

a line 341 feet north of West 35th Street; the alley next east of and parallel to South Lowe Avenue; a line 291 feet north of West 35th Street; and South Lowe Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

a line 298 feet south of West 38th Street; South Wallace Street; a line 323 feet south of West 38th Street; and the alley next west of and parallel to South Wallace Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-G in area bounded by:

a line 25 feet north of the alley next north of and parallel to West Byron Street; North Greenview Avenue; the alley next north of and parallel to West Byron Street; and the alley next west of and parallel to North Greenview 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 10-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 10-H in area bounded by:

a point 741.97 feet north of West 42nd Street; South Ashland Avenue; a line 140 feet north of West 42nd Street; a line 250 feet west of South Ashland Avenue; West 42nd Street or the line thereof if extended where no street exists; a line 932.83 feet west of South Ashland Avenue; a line from a point 932.83 feet west of South Ashland Avenue, and 637.16 feet north of West 42nd Street or the line thereof if extended where no street exists, to a point 765.83 feet west of South Ashland Avenue and 667.16 feet north of West 42nd Street or the line thereof if extended where no street exists, to be connected by said line having a chord length of 169.53 feet; a line 765.83 feet west of South Ashland Avenue; a line from a point 765.83 feet west of South Ashland Avenue and 733.41 feet north of West 42nd Street or the line thereof if extended where no street exists, to a point 611.83 feet west of South Ashland Avenue and 726.22 feet

north of West 42nd Street or the line thereof if extended where no street exists; a line from a point 611.83 feet west of South Ashland Avenue and 726.22 feet north of West 42nd Street or the line thereof if extended where no street exists, to a point 447.83 feet west of South Ashland Avenue and 726.92 feet north of West 42nd Street or the line thereof if extended where no street exists; a line from a point 447.83 feet west of South Ashland Avenue and 726.92 feet north of West 42nd Street or the line thereof if extended where no street exists, to a point 290.83 feet west of South Ashland Avenue and 732.32 feet north of West 42nd Street; and a line from a point 290.83 feet west of South Ashland Avenue and 732.32 feet north of West 42nd Street, to a point 741.97 feet north of West 42nd Street at the westerly right-of-way line of South Ashland Avenue (point of beginning),

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 11-H in area bounded by:

West Montrose Avenue; North Lincoln Avenue; West Cullom Avenue; the alley next east of and parallel to North Leavitt Street; the alley next north of and parallel to West Cullom Avenue; and North Leavitt Street,

to those of a B3-2 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 15-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 15-J in area bounded by:

North McCormick Road; a line from a point as measured at the easterly right-of-way line of North McCormick Road and 188 feet south of West Devon Avenue as measured from the easterly right-of-way line of North McCormick Road, to a point 216.43 feet south of North McCormick Road and 214 feet west of the westerly right-of-way line of the North Shore Channel; a line from a point 216.43 feet south of North McCormick Road and 214 feet west of the westerly right-of-way line of the North Shore Channel, to a point 460 feet south of the intersection of West Devon Avenue and North McCormick Road and 277 feet west of the westerly right-of-way line of the North Shore Channel; a line from a point 460 feet south of the intersection of West Devon Avenue and North McCormick Road and 277 feet west of the westerly right-of-way line of the North Shore Channel, to a point 380.9 feet south of West Devon Avenue as measured at the easterly right-of-way line of North McCormick Road; and North McCormick Road (point of beginning),

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 19-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-3 General Service District symbols and indications as shown on Map No. 19-G in area bounded by:

West Howard Street; a line 210 feet east of the alley next east of and parallel to North Ashland Avenue; the alley next south of West Howard Street; and a line 175 feet east of the alley next east of and parallel to North Ashland Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 24-G in area bounded by:

the alley next north of and parallel to West 99th Street; South Throop Street; West 99th Street; and a line 50 feet west of South Throop Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Students from Bennett Elementary School, accompanied by Ms. Pamela Warner, Mrs. Linda Martin, Mrs. Theresa Haynes and Mrs. Esther Hamilton; and

Participants from B'Nai B'Rith Illinois Regional Council.

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 twenty-seventh (27th) day of November, 1991, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the eleventh (11th) day of December, 1991, at 10:00 A.M., in the Council Chambers in City Hall.

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

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

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

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, December 11, 1991, at 10:00 A.M., in the Council Chambers in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.