

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

**COPY**



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

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**Regular Meeting--Wednesday, December 1, 1993**

**at 10:00 A. M.**

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

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**OFFICIAL RECORD.**

**RICHARD M. DALEY**  
Mayor

**ERNEST R. WISH**  
City Clerk

### Attendance At Meeting.

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

*Absent* -- Alderman Laurino.

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### Call To Order.

On Wednesday, December 1, 1993 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Mazola, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Quorum present.

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### Invocation.

Reverend Carl Smith, Associate Minister of Greater Metropolitan Missionary Baptist Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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*Referred --* AMENDMENT OF TITLE 3, CHAPTER 45 OF  
MUNICIPAL CODE OF CHICAGO CONCERNING  
SOFT DRINK TAX.

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

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance amending Chapter 3-45 of the Municipal Code of Chicago concerning the soft drink tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred --* AUTHORIZATION TO ENTER INTO REDEVELOPMENT  
AGREEMENT WITH BALDWIN DEVELOPMENT  
COMPANY TO COMPLETE PHASE I  
RESTORATION OF RELIANCE  
BUILDING.

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

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the Department of Planning and Development to enter into a redevelopment agreement with the Baldwin Development Company to complete Phase I of the restoration of the Reliance Building.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred --* AUTHORIZATION TO EXECUTE CONSENT TO  
ASSIGNMENT OF REDEVELOPMENT AGREEMENT  
FROM ANTIOCH MISSIONARY BAPTIST CHURCH  
TO NORMAL HAVEN APARTMENTS IN  
CONNECTION WITH LOW-INCOME  
HOUSING IN 6400 TO 6800  
BLOCKS OF SOUTH  
NORMAL AVENUE.

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



OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner to execute a Consent to the Assignment of a Redevelopment Agreement from Antioch Missionary Baptist Church to Normal Haven Apartments, an Illinois not-for-profit corporation, in connection with low-income housing properties located in the 6400 to 6800 blocks of South Normal Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred--* AUTHORIZATION TO RESTRUCTURE LOAN TO  
LOGAN SQUARE ELDERLY HOUSING CORPORATION  
FOR ACQUISITION AND REHABILITATION OF  
FORTY-NINE UNITS OF LOW-INCOME  
HOUSING AT 2600 NORTH  
KEDZIE AVENUE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the restructuring of a loan to Logan Square Elderly Housing Corporation for the acquisition and rehabilitation of 49 low-income housing units located at 2600 North Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred --* ESTABLISHMENT AND FINANCING OF  
HOMAN/GRAND TRUNK PROJECT AREA.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances relating to the establishment and financing of the Homan/Grand Trunk Project Area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- APPROPRIATION OF GRANT FUNDS FROM UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES TO FUND EVALUATION OF SPECIFIC YOUTH VIOLENCE INTERVENTION.

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

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Health, I transmit herewith an ordinance appropriating \$235,000 in grant funds from the United States Department of Health and Human Services to cover expenses for evaluation of specific youth violence intervention.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred* -- AMENDMENT OF CHICAGO ABANDONED PROPERTY PROGRAM ENABLING ORDINANCE BY TRANSFERRING ADMINISTRATION OF PROGRAM FROM COMMISSIONER OF BUILDINGS TO COMMISSIONER OF HOUSING.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted

therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 1, 1993.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Chicago Abandoned Property Program enabling ordinance to transfer administration of the program from the Building Commissioner to the Commissioner of Housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred --* AUTHORIZATION FOR CONVEYANCE OF PROPERTY  
AT 6031 SOUTH PAULINA STREET IN ACCORDANCE  
WITH CONDITIONS SET FORTH IN URBAN  
HOMESTEAD AGREEMENT.

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

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the conveyance of property located at 6031 South Paulina Street in accordance with conditions set forth in an Urban Homestead Agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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*Referred --* APPROVAL OF SALE OF PARCEL 10 IN  
16TH -- CANAL COMMERCIAL DISTRICT TO  
OBSERVERS INVESTMENT COMPANY.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Parcel 10 in the 16th -- Canal Commercial District to Observers Investment Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

*Referred* -- AUTHORIZATION TO NEGOTIATE FOR PURCHASE  
OF PROPERTY LOCATED AT 5624 WEST  
55TH STREET.

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

December 1, 1993.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the Commissioner to negotiate for the purchase of property located at 5624 West 55th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor.*

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

Mr. Ernest R. Wish, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

*Placed On File*-- DOCUMENTS CONCERNING PURCHASE AND SALE  
OF CHICAGO O'HARE INTERNATIONAL AIRPORT GENERAL  
AIRPORT REVENUE REFUNDING BONDS  
SERIES 1993, A AND C.

A communication from Ms. Maria N. Saldana, Chief Assistant Corporation Counsel and Ms. Monica M. Monroe, Assistant Corporation Counsel transmitting certain documents concerning the purchase and sale of \$644,700,000 of Chicago O'Hare International Airport General Airport Revenue Refunding Bonds Series 1993A and Second Lien Revenue Refunding Bonds Series 1993C, which was *Placed on File*.

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*Placed On File*-- ACKNOWLEDGMENT BY ILLINOIS DEPARTMENT  
OF TRANSPORTATION CONCERNING RECEIPT OF ORDINANCE  
AUTHORIZING EXECUTION OF AGREEMENT  
FOR RECONSTRUCTION OF LAKE  
STREET VIADUCT.

A communication from Mr. Duane P. Carlson, District Engineer, under date of November 9, 1993, acknowledging that the Department of Transportation of the State of Illinois has received an ordinance passed by the City Council on October 7, 1993 authorizing the execution of an agreement with the Chicago Transit Authority for reconstruction of the Lake Street Viaduct, which was *Placed on File*.

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**City Council Informed As To Certain Actions Taken.**

**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on November 17, 1993 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 December 1, 1993, 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 17, 1993, 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.

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

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

*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

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

BHC/Melrose, Inc. -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by:

West Melrose Street; western boundary of vacated former Chicago Milwaukee, St. Paul & Pacific Railroad right-of-way; the north line and the north line extended of the east/west alley parallel to and south to West Melrose Street; and a north/south line parallel to and 270.62 feet east of North Lakewood Avenue.

Arturo and Elia Estrada -- to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 6-I bounded by:

a line 328 feet south of West 25th Street; the alley next east of and parallel to South Troy Street; a line 376 feet south of West 25th Street; and South Troy Street.



Mr. Baltazar Olmos -- to classify as a C2-2 General Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map No. 4-I bounded by:

the alley next north of and parallel to West 22nd Street; a line 24 feet east of South Washtenaw Avenue; West 22nd Street; and South Washtenaw Avenue.

Genoa Limited Partnership -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District and to further classify as an Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 22-G bounded by:

West 94th Street; South Morgan Street; West 95th Street; and South Genoa Street.

Senior Lifestyle Corporation -- to classify as an R5 General Residence District instead of an R2 Single-Family Residence District and to further classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map No. 14-J bounded by:

a line approximately 150 feet north of West 59th Street; the alley next east of South Spaulding Avenue; a line approximately 109 feet north of West 59th Street; the east line of the alley next east of South Spaulding Avenue; a line approximately 125 feet north of West 59th Street; South Sawyer Avenue; West 59th Street; and South Spaulding Avenue.

Pedro and Marcella Vega -- to classify as a B1-2 Local Retail District instead of an R3 General Residence District the area shown on Map No. 6-K bounded by:

the alley next north of and parallel to West 25th Street; a line 25 feet east of and parallel to South Kildare Avenue; West 25th Street; and South Kildare Avenue.

Wabash Limited Partnership -- to classify as an R5 General Residence District instead of a B4-5 Restricted Service District the area shown on Map No. 4-E bounded by:

a line 394.39 feet north of East 14th Street; South Wabash Avenue; a line 25 feet north of East 14th Street; and a line 146.05 feet west of South Wabash Avenue.

*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allen David S., Allstate Insurance Co. (8) Natasha M. Ballard, David C. Hickey, Elizabeth Keys, Larry Mapp, Loretta Mc Clurkin, M.I.S. Inc., Ryszard Naumowicz, and Cornelius Suttern, American Manufacturers Mutual and Samuel Kibaya, American Service Insurance Company and Zofia Giec;

Brown Delores, Brown Dianna;

Cabrales Tomas C., Clay Vanessa, Coffey Michael, Coffman Brian M.;

Duran Marbella;

Fernly Harris School, Frazier Charles C.;

Garmon Clarence, GEICO (2) Gerald Hayes and Jane Jurgens, Giannone Louis Scott;

Hodges Annie M.;

Jones Juanita M., Jones Veola;

Kepler Debbie Anne, Kirkwood Lisa M.;

Lamberg Jeff C., LiPuma Marianne, Love April, Lu Wun- Hsiung;

Maloney Kevin, Marinakis George G., Martin Alexander;

Noack John Victor;

Ortiz Terri DeJesus;

Rocuant Dianna;

Sabbia Maryann, Shamberg Raymond J., Snyder Shawn J., Solid Rickey, State Farm Insurance Companies (3) Robert R. Sedlack, Lisa Tonkavich and Fred L. Vanaria, Stephens Florine, Swift Shepard Curtis;

Velez Meralda;

Winkelman Howard A., Wise Lawrence David, Wofford Ann B.

**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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**AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO  
GENERAL OBLIGATION TENDER NOTES,  
SERIES 1994 A, B AND C.**

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago 1994 General Obligation Tender Notes, Series A, B and C for the Corporate Fund, various budgetary purposes and acquisition of capital equipment, in the following amounts:

Series A: \$160,000,000,

Series B: \$115,000,000,

Series C: \$ 45,000,000,

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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:22 A.M.

At this point in the proceedings, Alderman Burke moved that the City Clerk publish said ordinance in a Special Pamphlet to be made available for public inspection and distribution. The motion *Prevailed*.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City has determined that it is desirable and in the public interest to issue notes of the City for the following purposes: (i) to provide funds to pay amounts appropriated for specific purposes by the City for the year 1994; and (ii) to finance the acquisition of necessary capital equipment to be purchased by the City; and

WHEREAS, It is necessary for the City to issue its notes for the purposes hereinafter provided, such borrowing being for a proper public purpose and in the public interest, and the City by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

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

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

**SECTION 2. Definitions.** The terms defined in the form of Trust Indenture attached hereto as Exhibit A (the "Indenture") shall, for all purposes of this ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

**SECTION 3. Authorization Of Notes.**

(a) For the purpose of providing moneys for the purposes provided in the preamble hereof, it is hereby declared necessary that the City authorize and issue from time to time, and the City hereby authorizes the issuance from time to time of, one or more series of Notes (each a "Series") each such Series to be entitled to the benefit, protection and security of this ordinance and an Indenture securing the same, in an aggregate principal amount determined as provided herein, payable as to principal, purchase price and interest from the sources specified in Section 3(c) of this ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1994" (the "Notes"). The Notes of each Series shall be dated, bear interest at such rate or rates established in accordance with the related Indenture not to exceed 12% per annum, mature, be subject to payment, redemption and purchase, be of the form and be secured as provided in the related Indenture.

(b) The Notes of each Series shall be issued in the amounts and for the purposes as follows:

(i) Series 1994A (the "Series 1994A Notes"), in the principal amount of not to exceed \$160,000,000, maturing not later than November 30, 1995, for the purpose of providing funds to pay amounts appropriated for the year 1994 from the Corporate Fund;

(ii) Series 1994B (the "Series 1994B Notes"), in the principal amount of not to exceed \$115,000,000, maturing not later than November 30, 1995, for the purpose of providing funds to pay amounts appropriated for the year 1994 from the Chicago Public Library (Maintenance and Operation) Fund, the City Relief (General Assistance) Fund, the Judgment Fund and the Chicago Public Library (Building and Sites) Fund; the amount to be deposited in each such fund from the proceeds of any such Series 1994B Notes shall be determined by the City Comptroller, which determination shall be set forth in the notification of sale to the City Council described in Section 8(b) hereof;

(iii) Series 1994C (the "Series 1994C Notes"), in the principal amount of not to exceed \$45,000,000, maturing in one or more years not later than November 30, 1999, for the purpose of financing the acquisition of certain capital equipment to be purchased by the City as described in Exhibit B attached hereto (including interest payable on the Series 1994C Notes), for which purpose the proceeds of the Series 1994C (and investment income thereon) are hereby appropriated; and

(iv) such additional Series as are authorized from time to time by ordinance of the City Council.

(c) The Notes and the obligation to reimburse any Bank or Banks for the payment of drawings or advances to pay principal or purchase price of and interest on the Notes shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Principal and purchase price of and interest on the Notes and such payments to any Bank shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes and there are hereby appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purposes.

(d) The City shall promptly pay or cause to be paid the principal or purchase price of and interest on each Note issued pursuant to this ordinance and each related Indenture at the place, at the time and in the manner provided in such Indenture and in the Notes to the true intent and meaning thereof.

(e) Notes shall not be issued by the City pursuant to this ordinance prior to the adoption by the City Council of the City of (i) the annual appropriation ordinance of the City for the year 1994, and (b) the ordinance providing for the levy of taxes for corporate purposes for the City for the year 1994.

**SECTION 4. Proceeds of the Notes.** The proceeds from the sale of the Notes shall be used as follows:

(a) the proceeds of the Series 1994A Notes shall be deposited in the Corporate Fund and shall be used for the purpose of paying amounts appropriated from the Corporate Fund for the year 1994;

(b) the proceeds of the Series 1994B Notes shall be deposited in the Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund, as designated by the City Comptroller in the notification of sale to the City Council described in Section 8(b) hereof, and shall be used for the purpose of paying amounts appropriated from such respective funds for the year 1994; and

(c) the proceeds of the Series 1994C Notes shall be used to finance the acquisition of certain capital equipment as described in Exhibit B attached hereto. The Budget Director of the City may authorize the use of such proceeds to acquire such equipment in smaller or larger quantities or substitute models and types of equipment as in his or her judgment the needs of the City or the price and availability of such equipment may require. Investment income earned with respect to undisbursed proceeds

of the sale of the Series 1994C Notes may be used at the discretion of the Budget Director of the City for the purpose of acquiring capital equipment, in addition to that otherwise authorized herein, as the needs of the City may require.

**SECTION 5. Tax Levy for Reimbursement of any Bank or Banks for Drawings or Advances to Pay the Series 1994A Notes or for the Payment of the Series 1994A Notes.** Unless the City Comptroller shall determine on or before the 30th day prior to the maturity date of the Series 1994A Notes, that sufficient funds are legally available and will be used (a) to reimburse any Bank or Banks appointed pursuant to the provisions of Section 11 hereof on the maturity date of the Series 1994A Notes for any unpaid drawing or advance under a Credit Facility (as described in Section 11 hereof) issued by such Bank or Banks to pay the principal or purchase price of and interest on the Series 1994A Notes, or (b) to pay the principal or purchase price of and interest on the Series 1994A Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and a certified copy thereof mailed to such Bank or Banks, on or before the maturity date of the Series 1994A Notes, such ordinance to levy an amount sufficient to reimburse the Bank or Banks pursuant to the terms of the related Credit Agreement (as described in Section 11 hereof) on or before November 30, 1996, or to pay the principal or purchase price of and interest on the Series 1994A Notes. If such reimbursement obligation or payment of principal or purchase price of and interest on the Series 1994A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Note Fund established under the Indenture securing such Series 1994A Notes with respect to which such taxes were so levied.

**SECTION 6. Tax Levy for Reimbursement of any Bank or Banks for Drawings or Advances to Pay the Series 1994B Notes or for the Payment of the Series 1994B Notes.** Unless the City Comptroller shall determine on or before the 30th day prior to the maturity date of the Series 1994B Notes, that sufficient funds are legally available and will be used (a) to reimburse any Bank or Banks appointed pursuant to Section 11 hereof on the maturity date of the Series 1994B Notes for any unpaid drawing or advance under a Credit Facility issued by such Bank or Banks to pay the principal or purchase price of and interest on the Series 1994B Notes, or (b) to pay the principal or purchase price of and interest on the Series 1994B Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks, and a certified copy thereof mailed to such Bank or Banks, on or before the maturity date of the Series 1994B Notes, such ordinance to levy an amount sufficient to reimburse the Bank or Banks pursuant to the terms of the related Credit Agreement on or before November 30, 1996, or to pay the principal or purchase price of and interest

on the Series 1994B Notes. If such reimbursement obligation or payment of principal or purchase price of and interest on the Series 1994B Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 6 into the Note Fund established under the Indenture securing such Series 1994B Notes with respect to which such taxes were so levied.

**SECTION 7. Direct Annual Tax For Reimbursement Of Any Bank Or Banks For Drawings Or Advances To Pay The Series 1994C Notes Or For The Payment Of The Series 1994C Notes.**

(a) For the purpose of providing funds to (i) reimburse any Bank or Banks appointed pursuant to the provisions of Section 11 hereof for any unpaid drawing or advance under a Credit Facility issued by such Bank or Banks to pay the principal or purchase price of and interest on the Series 1994C Notes, or (ii) to pay the principal or purchase price of and interest on the Series 1994C Notes, and, in addition, to pay credit facility fees, remarketing agent fees, costs of issuance, note insurance premiums, if any, and other administrative expenses relating to the Series 1994C Notes, there is hereby levied and there shall be collected the following direct annual tax upon the taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of
1994	\$ 2,250,000
1995	2,250,000
1996	17,125,000
1997	16,375,000
1998	15,625,000

(b) The City Treasurer is hereby ordered and directed to deposit the proceeds of the taxes levied pursuant to this Section 7 into the Note Fund established under the Indenture securing the Series 1994C Notes with respect to which such taxes were so levied.

(c) If the tax receipts derived from any annual tax levy provided for in this Section 7 are in excess of the amount required for the purposes specified in Section 7(a) hereof, then all or any portion of such excess may be abated



pursuant to Section 7(d) hereof or, at the direction of the City Comptroller expressed in a certificate filed with the City Clerk and directed to the City Council, may be expended for the acquisition of additional equipment for use by the various departments of the City of such types and in such quantities as the Budget Director shall determine based on the needs of the City, for which purpose such tax receipts are hereby appropriated.

(d) In the event that such tax receipts are not required for the purposes specified in Section 7(a) hereof and, in addition, such tax receipts are not expended as provided in Section 7(c) hereof, the City Comptroller shall file a certificate of tax abatement in the respective offices of the County Clerks. The certificate of tax abatement shall indicate the amount of taxes levied pursuant to Section 7(a) hereof, the amount of reduction to be abated from such taxes, and shall further indicate the remainder of such taxes that are to be extended for collection by said County Clerks.

#### SECTION 8. Sale And Delivery Of The Notes.

(a) The Series 1994A Notes and the Series 1994B Notes shall be sold and delivered to a group of underwriters represented by Paine Webber Incorporated and selected by the City Comptroller, subject to the terms and conditions of a contract of purchase related thereto. The Series 1994C Notes shall be sold and delivered to a group of underwriters represented by Grigsby Brandford & Co., Inc. and selected by the City Comptroller, subject to the terms and conditions of a contract of purchase related thereto. The Mayor or the City Comptroller is hereby authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, contracts of purchase in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes of each Series and such other revisions in text as the City Comptroller shall determine are necessary or desirable in connection with the sale of the Notes. The compensation paid to the underwriters in connection with any sale of Notes shall not exceed .75% of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Mayor or the City Comptroller is authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture related thereto and to deliver any certificates required of the City in connection with such separate sale.

(b) Subsequent to the sale of any Notes, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold of each Series and the maturity dates thereof, (ii) the initial interest rate determination method or methods for such Notes and the initial interest rates determined within each such interest rate determination method, (iii) the compensation

paid to the underwriters in connection with such sale and (iv) with respect to any sale of Series 1994B Notes, the principal amounts of such Series 1994B Notes that were sold for each of the respective purposes set forth in Section 3(b) (ii) hereof. An executed copy of each Indenture providing for the issuance of the Notes which are the subject of such notification of sale shall be attached thereto.

(c) In connection with any sale of Notes, the Mayor or the City Comptroller is hereby authorized to execute and deliver, and the underwriters are hereby authorized to use and distribute, such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to describe accurately the current condition of the City and the parties to the financing.

(d) The Notes of any Series may be issued in either certificated or book-entry form as determined by the City Comptroller. In connection with the issuance of any Series of Notes issued in book-entry form, the City Comptroller is authorized to execute and deliver a representation letter to the book-entry depository.

**SECTION 9. Appointment of Trustee; Authorization of Indentures.** The City Comptroller is hereby authorized to appoint the Trustee under each Indenture for the purposes and upon the express terms and conditions set forth in the Indenture. The acceptance of the Trustee shall be evidenced by its execution of an Indenture. The Mayor or the City Comptroller is hereby authorized to execute and deliver an Indenture in connection with the issuance of each Series of Notes, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk, each such Indenture to be in substantially the form of Exhibit A attached hereto, but with such revisions in text as the City Comptroller shall determine are necessary or desirable in connection with the sale of any such Series of Notes, including any changes necessary to reflect the terms and provisions of any Credit Facility (as described in Section 11 hereof).

**SECTION 10. Remarketing Agent.** The City Comptroller is hereby authorized to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes or any Series of Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed .25% of the average principal amount of Notes covered by such Remarketing Agreement and outstanding during such annual period.

**SECTION 11. The Bank or Banks.** The City Comptroller is hereby authorized to obtain a letter of credit, line of credit or other facility (a "City Facility") for any Series of Notes if determined by the City Comptroller to be desirable in connection with the marketing and remarketing of the Notes of such Series. The City Comptroller is hereby further authorized to (a)

appoint one or more Banks to issue such Credit Facility; (b) execute and deliver a Credit Agreement relating to any Notes so secured in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and such other revisions in text as the City Comptroller shall determine are necessary or desirable in connection with the sale of such Notes, including a covenant on the part of the City limiting the issuance of general obligation notes and bonds of the City if the effect of such issuance would be to cause the City in any year to levy taxes in excess of the taxes permitted to be levied under the "Chicago Property Tax Limitation Ordinance" duly adopted by this City Council on March 8, 1993; and (c) execute and deliver a Credit Facility Note in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of such Notes and such other revisions in text as the City Comptroller shall determine are necessary or desirable in connection with the sale of the Notes. The annual fee paid to any Bank or Banks for the provision of a Credit Facility shall not exceed .75% of the amount available to be drawn or advanced under such Credit Facility. Nothing contained herein shall limit or restrict the City Comptroller's ability to appoint separate Banks to issue separate Credit Facilities in connection with the issuance of separate Series of Notes or to appoint more than one Bank to issue a single Credit Facility.

Any Credit Facility Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Credit Facility Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose and there are hereby appropriated all such moneys, revenues, receipts, income, assets or funds as may be necessary for such purpose. Any Credit Facility Note shall bear interest at a rate not exceeding 18% per annum.

SECTION 12. Interest Rate Agreement. The Mayor or the City Comptroller is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the City Comptroller, the purpose of which is to reduce the City's interest cost with respect to one or more Series of Notes or to reduce the City's exposure to fluctuations in the interest rate or rates payable on such obligations or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of Notes issued hereunder (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of the Local Currency -- Single Jurisdiction version of the 1992 ISDA Master Agreement accompanied by the U. S. Municipal Counterparty Schedule published by the International Swap Dealers Association, and in appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her

execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications. Amounts payable by the City under any such agreement shall constitute operating expenses of the City payable from any moneys, revenues, receipts, income, assets or funds of the City available for such purpose. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 12 shall limit or restrict the authority of the Mayor or the City Comptroller to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

**SECTION 13. Note Insurance.** The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of any Series of Notes.

**SECTION 14. Appropriations.** The City shall appropriate amounts sufficient to (a) reimburse each Bank appointed pursuant to the provisions of Section 11 hereof at the times and in the amounts as provided in the related Credit Agreement, (b) pay the principal of and interest on the Notes, and (c) pay the fees and expenses of the Trustee in a timely manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section 14, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of this City Council.

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Notes or any related Credit Agreement, then the City Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Notes or such Credit Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of the taxes and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Notes, the Credit Agreement and the related Credit Facility Note as the same become due.

**SECTION 15. Filing of Ordinance.** A copy of this ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks and such filings shall constitute the authority for extending, and it shall be the duty of said County Clerks to extend, the taxes levied pursuant to Section 7 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

**SECTION 16. Additional Authorization.** The Mayor, the City Comptroller, the City Treasurer, the City Clerk and the Deputy City Clerk are hereby authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with each Series of Notes, including, but not limited to, the exercise following the

delivery date of any Series of Notes of any power or authority delegated to such official of the City under this ordinance with respect to such Series of Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

**SECTION 17. Designation of Another to Affix Signature.** The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Notes, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance, and in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

**SECTION 18. Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling; provided, however, that nothing contained in this ordinance shall amend, limit or repeal that certain ordinance entitled "Chicago Property Tax Limitation Ordinance" duly adopted by this City Council on March 8, 1993. The Chicago Property Tax Limitation Ordinance shall remain in full force and effect notwithstanding any provision of this ordinance. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

**SECTION 19. Publication.** This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 25 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 20. Effective Date.** This ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

Exhibit "A" (Trust Indenture) and Exhibit "B" (1994 Equipment Note) attached to this ordinance read as follows:

*Exhibit "A".*

*City Of Chicago*

*To*

---

*As Trustee*

*Trust Indenture*

*Dated As Of [January] 1, 1994*

*Securing*

*City Of Chicago*

*General Obligation Tender Notes*

*Series 1994\_\_\_\_\_.*

This Trust Indenture dated as of January 1, 1994, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, located in Cook and DuPage Counties, Illinois, to \_\_\_\_\_, a national banking association, having its principal corporate trust office in the City of Chicago, Illinois, as trustee (said association, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee").

*Witnesseth:*

Whereas, By virtue of Article VII of the Illinois Constitution of 1970 and

pursuant to an ordinance duly adopted by the City Council of the City on December \_\_\_\_, 1993, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, The execution and delivery of this Indenture have been in all respects duly and validly authorized by the City Council; and

Whereas, In order to provide the funds needed to pay amounts appropriated for specific purposes by the City for the year 1994 [to finance the acquisition of necessary capital equipment for the City,], the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1994 \_\_\_\_ (the "Notes"); and

Whereas, In furtherance thereof, the City and \_\_\_\_\_ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of January 1, 1994 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, The Notes are to be entitled to the benefits of an irrevocable letter of credit (the "Letter of Credit") issued to the Trustee by \_\_\_\_\_ (in such capacities collectively herein referred to as the "Bank[s]"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement dated as of January 1, 1994 (the "Reimbursement Agreement"), between the Bank[s] and the City; and

Whereas, The execution and delivery of the Notes and of this Indenture have in all respects been duly authorized and all things necessary to make such Notes, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done;

Now, Therefore, This Indenture Witnesseth, That to secure all Notes issued and Outstanding under this Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Noteholders and the performance and observance of all of the covenants contained in the Notes and herein, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Noteholders, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns forever, and grant to the Trustee, its successors in trust and its assigns forever a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

This Trust Indenture Further Witnesseth, That to provide for the security of the obligations of the City arising under the Reimbursement Agreement, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns, for the benefit of the Bank[s], a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

To Have And To Hold, The same and any other revenues, property, contracts or contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

In Trust Nevertheless, First, for the equal and ratable benefit and security of all present and future holders of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note and thereafter for the benefit of the Bank[s].

Provided, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the [Administrative] Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

### *Article I.*

#### *Definitions.*

##### Section 1.01 Definitions.

The terms defined in this Section shall, for all purposes of this Indenture,



have the meanings herein specified, unless the context clearly requires otherwise:

"[Administrative] Bank" means \_\_\_\_\_ [acting through its Chicago Branch], or any successor [Administrative] Bank under the Reimbursement Agreement and the Letter of Credit.

"Alternate Letter of Credit" means an irrevocable letter of credit delivered in accordance with Section 5.04 hereof.

"Authorized Denominations" means (a) while the Notes bear interest at a Weekly Rate or a Commercial Paper Rate, \$100,000 or any integral multiple thereof, provided that a single Note may be issued in a greater amount, and (b) while the Notes bear interest at a Fixed Rate, \$5,000 or any integral multiple thereof.

"Bank[s]" means, [collectively], \_\_\_\_\_, [each acting through its Chicago Branch], in their capacity as issuer of the Letter of Credit, their successors in such capacity and their assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 5.04 hereof, "Bank[s]" shall mean the issuer or issuers of any Alternate Letter of Credit in its or their capacity as issuer of such Alternate Letter of Credit, its or their successors in such capacity and its or their assigns.

"Beneficial Owner" means the owner of a beneficial interest in Notes registered in the name of Cede & Co., as nominee of The Depository Trust Company (or a successor securities depository or nominee therefor).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Business Day" means any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, the Remarketing Agent and the Bank[s] are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

"City" means the City of Chicago, Illinois.

"City Council" means the governing body of the City as from time to time constituted.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Paper Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(b) hereof.

"Commercial Paper Rate Period" means, with respect to any Note, the period (which may be from 1 day to 270 days) determined as provided in Section 2.02(b) hereof.

"Comptroller" means the duly designated City Comptroller or Deputy City Comptroller of the City and any person at the time designated to act on behalf of the City Comptroller by written certificate furnished by the duly designated City Comptroller to the Trustee, the Remarketing Agent and the [Administrative] Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means the account established on behalf of the Bank[s] pursuant to Section 3.08 hereof.

"D.T.C." means The Depository Trust Company, New York, New York.

"Determination Date" means the date a Fixed Rate on the Notes is established pursuant to Section 2.02(c)(i) hereof.

"Event of Default" means any of the events described in Section 7.01(a) hereof.

"Fixed Rate" means, with respect to any Note, the interest rate on such Note set in accordance with Section 2.02(c) hereof.

"Fixed Rate Period" means the Fixed Rate Period as defined in Section 2.02(c)(ii) hereof.

"Government Obligations" means the obligations described in clause (i) of the definition of "Permitted Investments".

"Indenture" means this Trust Indenture as amended or supplemented in accordance with the terms hereof.

"Interest Payment Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Interest Period" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Interest Rate" means the rate or rates established from time to time for the Notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time in accordance with Section 2.02 hereof.

"Letter of Credit" means the irrevocable Letter of Credit issued by the Bank[s] contemporaneously with the original issuance of the Notes, except

that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.04 hereof, "Letter of Credit" means such Alternate Letter of Credit.

"Letter of Credit Fund" means the fund created by Section 5.02 hereof.

"Letter of Credit Note" means a note of the City issued pursuant to the Reimbursement Agreement.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, the Remarketing Agent and the [Administrative] Bank.

"Notes" means the Notes issued pursuant to this Indenture, as more fully described in Article II hereof.

"Note Fund" means the fund created by Section 5.01 hereof.

"Noteholder", "Owner" or "Holder" means the person in whose name any Note is registered on the registration books of the City kept by the Trustee.

"Note Ordinance" means the ordinance duly adopted by the City Council of the City on December \_\_\_\_, 1993, authorizing the issuance, sale and delivery of the Notes.

"Notice by Mail" means a written notice mailed by first class mail to Noteholders at their addresses as shown on the registration books kept pursuant to Section 2.09 hereof.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding", when used in reference to the Notes, means, at any particular date, the aggregate of all Notes authenticated and delivered under this Indenture except:

(a) Notes cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the Trustee;

(c) Notes purchased by the City for cancellation pursuant to Section 4.02 hereof; and

(d) Notes in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Indenture.

"Permitted Investments" means any of the following obligations or securities permitted under Illinois law:

(i) direct obligations of the United States of America and agencies thereof;

(ii) obligations fully guaranteed by the United States of America;

(iii) certificates of deposit issued by or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least \$300,000,000 (including the Trustee if such conditions are met);

(iv) commercial paper of companies incorporated or doing business under the laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by S. & P. or Moody's (or, if neither such organization shall rate such commercial paper at a particular time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization;

(v) repurchase agreements with any financial institution having combined capital and surplus and retained earnings of at least \$300,000,000, with any of the obligations of the type described in clauses (i) through (iv) above as acceptable collateral, provided that the term of any such repurchase agreement shall not exceed 90 days; or

(vi) any other obligation or security permitted under the Reimbursement Agreement.

"Pledged Notes" means Notes held to the credit of the Custody Account pursuant to Section 3.08 hereof.

"Principal Office" means, (i) with respect to the [Administrative] Bank, the principal office of its Chicago Branch, (ii) with respect to the Trustee, its principal office in Chicago, Illinois, and (iii) with respect to the Remarketing Agent, the address supplied in writing by the Remarketing Agent to the City, the Trustee and the [Administrative] Bank.

"Rating Agency" means Moody's or S. & P..

"Record Date" is defined in the form of Note attached hereto as (Sub)Exhibit A.

"Reimbursement Agreement" means an agreement between the City and the Bank[s], pursuant to which the Letter of Credit is issued by the Bank[s] and delivered to the Trustee, and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" means the Remarketing Agent, appointed by the City in accordance with Section 8.18 hereof.

"Remarketing Agreement" means the agreement between the City and the Remarketing Agent entered into pursuant to Section 8.18 hereof, and any and all modifications, alterations, amendments and supplements thereto.

"Short-Term Rate" means a Weekly Rate or a Commercial Paper Rate.

"State" means the State of Illinois.

"S. & P." means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, the Remarketing Agent and the [Administrative] Bank.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms hereof.

"Treasurer" means the duly acting Treasurer of the City.

"Trustee" means Continental Bank, National Association, as Trustee under this Indenture, and its successors and assigns.

"Weekly Rate" means, with respect to any Note, the interest rate for such Note set in accordance with Section 2.02(a) hereof.

#### Section 1.02 Construction.

This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

(b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.

(d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(e) Unless otherwise expressly provided, all times specified herein shall mean New York City time.

(f) The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the form of the Note), refer to the entire Indenture.

## *Article II.*

### *The Notes.*

#### Section 2.01 Authorization Of Notes.

(a) Upon the execution and delivery of this Indenture, the City shall execute the Notes and deliver them to the Trustee for authentication. At the direction of the City, the Trustee shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated "City of Chicago General Obligation Tender Notes, Series 1994 \_\_". The Notes shall be dated as provided in Section 2.05(e) hereof.

(b) The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, shall bear interest at the rate or rates established hereunder (not to exceed \_\_\_\_\_ percent (\_\_\_\_%) per annum), shall mature on \_\_\_\_\_, 199\_\_, and shall be subject to redemption and optional and mandatory tender as herein provided, for the purpose of providing funds [to pay amounts appropriated for Corporate Fund purposes for the year 1994] [to pay amounts appropriated for Chicago Public Library (Maintenance and Operation) Fund, Central Public Library (Building and Sites) Fund, City Relief (General Assistance) Fund and Judgment Fund purposes for the year 1994] [to finance the acquisition of certain capital equipment as described in the Note Ordinance].

(c) The total aggregate principal amount of Notes that may be issued under this Indenture is expressly limited to that authorized by Section 2.01(b) hereof.

(d) Distinct portions of the aggregate principal amount of the Notes (a "Sub-series") may bear interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate and one or more other distinct portions of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate, and, in addition, distinct Sub-series of the Notes may bear interest at distinct Commercial Paper Rates for distinct Commercial Paper Rate Periods; provided, however, that (i) each Sub-series shall not be less than \$10,000,000 in principal amount, (ii) the aggregate principal amount of all such Sub-series of Notes shall equal the aggregate principal amount of Outstanding Notes, and (iii) there shall be issued as to each such Sub-series of Notes that bears interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate a distinct Note certificate.

#### Section 2.02 Interest Rate Determination Methods For The Notes.

The Notes (or Sub-series, if applicable) shall bear interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate determined by the Comptroller in accordance with the provisions of this Indenture. The determination of the Interest Rates on the Notes as provided in this Indenture shall be conclusive and binding upon the Noteholders. Commencing on the delivery date of the Notes, (i) \$ \_\_\_\_\_ in aggregate principal amount of the Notes will be issued as a Sub-series bearing interest at Commercial Paper Rates determined as herein provided, and (ii) \$ \_\_\_\_\_ in aggregate principal amount of the Notes will be issued as a Sub-series bearing interest at a Fixed Rate of \_\_\_\_\_ percent (\_\_\_%) per annum to maturity.

##### (a) Weekly Rate.

(i) Determination of Weekly Rate. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, the Comptroller shall determine a Weekly Rate on Tuesday of each calendar week (if Tuesday is not a Business Day, then Monday; if Monday and Tuesday are not Business Days, then Wednesday whether or not a Business Day). Each Weekly Rate shall be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes (or Sub-series, if applicable) on the day the rate is set at 100% of the principal amount of such Notes plus accrued interest, if any.

(ii) Duration of Weekly Rate. Each Weekly Rate determined by the Comptroller shall be in effect from and including Wednesday of each week to and including the following Tuesday, whether or not such days are Business Days.

(iii) Notice of Weekly Rate. The Comptroller shall give telephonic or facsimile notice (promptly confirmed in writing) of each Weekly Rate to the Trustee, the Remarketing Agent and the [Administrative] Bank not later than 4:00 P.M., New York City time, on the day each Weekly Rate is determined.

(iv) Weekly Rate Invalid or Unenforceable. If for any reason the Comptroller does not set a Weekly Rate while the Notes (or Sub-series, if applicable) bear interest at a Weekly Rate, or a court holds that a Weekly Rate is invalid or unenforceable, then the Weekly Rate in effect for the immediately preceding week shall remain in effect.

(b) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. When interest on the Notes (or Sub-series, if applicable) is payable at a Commercial Paper Rate, the Comptroller shall establish the Commercial Paper Rate for such Notes on the first Business Day of each Commercial Paper Rate Period. Each Commercial Paper Rate shall be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Notes on the date such rate is set at 100% of the principal amount of the Notes plus accrued interest, if any.

(ii) Determination of Commercial Paper Rate Period. Each Commercial Paper Rate Period shall be determined by the Comptroller (which may be from one to 270 days) based upon the Comptroller's judgment that the length of the Commercial Paper Rate Period will be beneficial to the City. Interest on the Notes (or Sub-series thereof, if applicable) bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Rate Period to, and including, the last day of such Period. Notwithstanding the foregoing, (x) the day following the last day of any Commercial Paper Rate Period shall be a Business Day or the maturity date of the Notes, and (y) if the Comptroller has previously determined that the Notes (or Sub-series thereof, if applicable) are to bear interest at a rate other than the Commercial Paper Rate effective as of a future date, no new Commercial Paper Rate Period shall be established for such Notes unless the last day of such Commercial Paper Rate Period occurs before the effective date of the change to such other rate.

(iii) Notice of Commercial Paper Rate and Commercial Paper Rate Period. The Comptroller shall give telephonic or facsimile notice (promptly confirmed in writing) of each Commercial Paper Rate and Commercial Paper Rate Period to the Trustee, the Remarketing Agent and the [Administrative] Bank not later than 11:00 A.M., New York City time, on the date such rate and period are determined.

(iv) Commercial Paper Rate or Commercial Paper Rate Period Invalid or Unenforceable. If for any reason the Comptroller does not set a



Commercial Paper Rate or the duration of a Commercial Paper Rate Period while the Notes (or Sub-series, if applicable) bear interest at a Commercial Paper Rate, or a court holds that a Commercial Paper Rate or the duration of any Commercial Paper Rate Period is invalid or unenforceable, then a 30-day Commercial Paper Rate Period for such Notes will follow, and the Commercial Paper Rate for such Notes for such Commercial Paper Rate Period shall be that annual rate of interest equal to 85% of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 90-day Treasury bills shall have been sold at the most recent Treasury auction within the preceding thirty (30) days.

(c) Fixed Rate.

(i) Determination of Fixed Rate. If the interest rate on the Notes (or Sub-series, if applicable) is initially established as a Fixed Rate, the interest rate on such Notes shall be established by the Comptroller no later than the date the Notes are initially issued. If the interest rate on the Notes (or Sub-series, if applicable) is changed to a Fixed Rate pursuant to Section 2.03 hereof, the Comptroller shall establish the Fixed Rate for such Notes not less than seven nor more than fifteen days before the effective date of such Fixed Rate. The Fixed Rate shall be the rate necessary (as determined by the Comptroller on the date such rate is established) for the City to sell such Notes on the date such rate is set at 100% of the principal amount thereof plus accrued interest, if any.

(ii) Fixed Rate Period. The Fixed Rate shall remain in effect from its effective date to the maturity date of the Notes (or Sub-series, if applicable) (the "Fixed Rate Period").

(iii) Notice of Fixed Rate. If the interest rate on any Notes is changed to a Fixed Rate pursuant to Section 2.03 hereof, the Comptroller shall give telephonic or facsimile notice (promptly confirmed in writing) of the Fixed Rate established by the Comptroller to the Trustee, the Remarketing Agent and the [Administrative] Bank not later than 4:00 P.M., New York City time, on the date the Fixed Rate is determined.

(iv) Conditions to Fixed Rate Not Satisfied. If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for the Notes (or Sub-series, if applicable) pursuant to Section 2.03 hereof, shall not have been satisfied on the effective day of the proposed Fixed Rate Period, such change shall not be effective, and the Notes shall bear interest at a Weekly Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly established for such Notes hereunder.

### Section 2.03 Change In Interest Rate Determination Method.

(a) Change Directed by the City. The City may, acting through the Comptroller, change the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) by notifying the Trustee, the [Administrative] Bank and the Remarketing Agent at least twenty (20) days prior to the proposed effective date of such change. Such notice shall contain (i) the effective date of such new Interest Rate Determination Method (which effective date must be a current Interest Payment Date for the Notes, and if the Notes currently bear interest at a Commercial Paper Rate, the effective date of any new Interest Rate Determination Method may not be earlier than the end of any effective Commercial Paper Rate Period), (ii) the new Interest Rate Determination Method, and (iii) if the change is to a Fixed Rate, the Determination Date. If the change is to a Fixed Rate, the notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exclusion of interest on the Notes from the gross income of the owner thereof for federal income tax purposes under the Code. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes (or Sub-series, if applicable) will become payable on the basis of the new Interest Rate Determination Method on the effective date specified in the notice unless and until the Interest Rate Determination Method is changed as provided in this Section.

(b) Change Directed by the Remarketing Agent. If directed to do so by the Comptroller, the Remarketing Agent shall consider whether the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) should be changed to a different Short-Term Rate because in the Remarketing Agent's judgment, conversion to a different Short-Term Rate will be beneficial to the market for, or the relative yield of, such Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Trustee, the City and the [Administrative] Bank and will specify the effective date of the change, which effective date must be a current Interest Payment Date for the Notes and shall not be before the end of any effective Commercial Paper Rate Period for such Notes. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short-Term Rate will be "beneficial to the market for, or relative yield of, such Notes" shall be based upon (i) the performance of the Notes (or Sub-series, if applicable), measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short-Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Notes, or (ii) any fact or circumstance relating to such Notes or affecting the market for such Notes or affecting such other comparable securities in a manner which in the judgment of the Remarketing Agent will affect the market for such Notes, which in any event leads the Remarketing Agent to conclude that such Notes should bear interest at the Short-Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate,

which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, such Notes shall bear interest at the Short-Term Rate specified in such notice.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the Trustee, the City, the Bank[s] or to any other person with respect to any determination that the Notes (or Sub-series, if applicable) will or will not bear interest at the current or any other Short-Term Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Indenture that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(c) **Limitations on Changes in Interest Rate Determination Method.** Any change in the method of determining interest on the Notes (or Sub-series, if applicable) pursuant to either Section 2.03(a) or (b) above must comply with the following:

(i) if a Commercial Paper Rate is then in effect, the effective date of any change must be the day following the last day of the Commercial Paper Rate Period of all Notes or applicable Sub-series;

(ii) if a Weekly Rate is then in effect, the effective date of any change must be the first Business Day of a month; and

(iii) no change shall be made in the Interest Rate Determination Method at the direction of the City pursuant to Section 2.03(a) or at the direction of the Remarketing Agent pursuant to Section 2.03(b) hereof if the Trustee shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) has been withdrawn. If the Trustee shall have sent any notice to the Noteholders regarding a change in Interest Rate Determination Method under Section 2.03(d), then in the event of such withdrawal of Opinion, the Trustee shall promptly notify all Noteholders of such withdrawal.

(d) **Notice to Noteholders of Change in Interest Rate Determination Method.** When a change in the Interest Rate Determination Method is to be made as to the Notes (or Sub-series, if applicable), the Trustee will notify the Owners of the Notes (or Sub-series, if applicable) by Notice by Mail at least fifteen (15) but not more than sixty (60) days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel if required by Section 2.03(a). The notice will state:

- (i) that the Interest Rate Determination Method will be changed and what the new method will be;
- (ii) the effective date of the new Interest Rate Determination Method;
- (iii) a description of the New Interest Rate Determination Method, including a statement that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request;
- (iv) the applicable Interest Payment Dates and Record Dates;
- (v) whether Owners of such Notes have a right to tender their Notes while such Notes bear interest at the new Interest Rate Determination Method; and
- (vi) that such Notes will be subject to mandatory tender for purchase on the effective date of the change.

In addition, if the change is to a Fixed Rate, the notice will state:

- (i) the Determination Date;
- (ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;
- (iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of the Series (or Sub-series, if applicable);
- (iv) any ratings assigned the Notes by the Rating Agencies effective on the change;
- (v) that during the Fixed Rate Period there will be no right to tender the Notes;
- (vi) that the Notes are not subject to optional redemption during the Fixed Rate Period; and
- (vii) that during the Fixed Rate Period Notes will be issued in denominations of \$5,000 or integral multiples thereof.

In addition, if the change is to a Commercial Paper Rate, the notice will state:

- (i) that during the Commercial Paper Rate Period there will be no right to tender the Notes (or Sub-series, if applicable) at the option of the Owner thereof;

(ii) that such Notes are not subject to redemption at the option of the City during the Commercial Paper Rate Period; and

(iii) that on the first Business Day following the last day of each Commercial Paper Rate Period for such Notes, each such Note will be subject to mandatory tender for purchase without further notice.

#### Section 2.04 Calculation Of Interest Due On Notes.

The Trustee will calculate the amount of interest payable on the Notes from the Interest Rates supplied to the Trustee by the person setting them and will confirm such amounts when computed with the Remarketing Agent. The Trustee will confirm any Interest Rate by telephone or in writing to any Noteholder who requests it in writing. The calculation of the interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties, including the holders of the Notes.

#### Section 2.05 Form, Payment And Dating Of Notes; Authorized Denominations.

(a) The Notes and the certificate of authentication to be executed on the Notes by the Trustee are to be in substantially the form thereof set forth in (Sub)Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The Notes shall be issuable only as fully registered Notes in Authorized Denominations. Notes shall be numbered from 1 consecutively upwards and shall contain an appropriate prefix to such numbers to identify such Notes.

(c) The principal or redemption price of each Note shall be payable upon surrender of such Note at the Principal Office of the Trustee. Payments of principal or redemption price of the Notes shall be payable in immediately available funds except as provided in paragraph (d)(iv) below. Such payments shall be made to the Owner of the Note so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each Note shall bear interest and be payable as to interest as follows:

(i) Each Note shall bear interest (at the applicable rate determined pursuant to Article II hereof) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or from the last preceding Interest Payment Date to which interest has been paid (or the date of original issuance of the Notes if no interest thereon has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Note on any Interest Payment Date shall be paid to the Noteholder of such Note as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a 365- or 366-day year as applicable for the number of days actually elapsed while the Notes bear interest at a Weekly Rate or a Commercial Paper Rate, and on the basis of a 360-day year of twelve 30-day months while the Notes bear interest at a Fixed Rate.

(iii) If the available funds under this Indenture or the Letter of Credit are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to the Notes. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Noteholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each Noteholder at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Noteholders, as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on the Notes shall be paid to the persons entitled thereto pursuant to Section 2.05(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (x) upon instructions to the Trustee from such person entitled to payment in immediately available funds (by federal funds check or by deposit to the account of the Owner of Notes if such Owner maintains an account with the Trustee or, upon request of any Owner of Notes in the principal amount of \$1,000,000 or more, by federal funds wire) on the Interest Payment Date according to such instructions, or (y) if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled thereto at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(v) The payment of the purchase price of Notes tendered pursuant to Section 3.01 or 3.02 shall be made in immediately available funds to the tendering Noteholder in the same manner as interest on Notes pursuant to subparagraph (iv) above.

(e) All Notes will be dated the date of their original issuance.

(f) Interest on the Notes will accrue and be payable during the periods and

at the times provided for in the form of the Notes.

#### Section 2.06 Execution Of Notes.

Each of the Notes shall be signed and executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the manual or facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

#### Section 2.07 Delivery And Registration.

No Note shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in (Sub)Exhibit A hereto, executed by the Trustee by manual signature, and such certificate upon any such Note shall be conclusive evidence that such Note has been duly authenticated, registered and delivered.

#### Section 2.08 Lost, Destroyed, Improperly Cancelled Or Undelivered Notes.

If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly cancelled, the Trustee may authenticate a new Note of like series, date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the City, the Trustee and the Bank[s], satisfactory to the Trustee. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnity satisfactory to it. Upon the issuance of any substitute Note, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Trustee may charge the Noteholder reasonable fees and expenses in connection with any transaction described in this Section 2.08, except for improper cancellation by the Trustee.

If the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Trustee sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Trustee for the purchase of such Note and the Trustee shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

#### Section 2.09 Transfer, Registration And Exchange Of Notes.

The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City.

The transfer of any Note shall be registered upon the books of the Trustee at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Noteholder or his duly authorized attorney.

The City, the Trustee and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note, upon surrender thereof at the Principal Office of the Trustee may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Note or Notes of any Authorized Denomination of the same series and bearing interest pursuant to the same Interest Rate Determination Method as the Note being surrendered.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Trustee shall authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Trustee may make a charge in an



amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for such Notes, the Trustee shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any redemption of Notes nor shall the Trustee be required to make any exchange or registration of transfer of any Notes called for redemption.

#### Section 2.10 Temporary Notes.

Pending the preparation of definitive Notes, the City may execute and the Trustee shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any Authorized Denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of Authorized Denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

#### Section 2.11 Cancellation Of Notes.

All Notes which shall have been surrendered to the Trustee for payment or redemption, and all Notes which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be cancelled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City, the [Administrative] Bank and the Remarketing Agent, a certificate evidencing any such cancellation and specifying such Notes by number.

#### Section 2.12 Book-Entry Provisions.

(a) Except as provided in subsection (c) below, the Noteholder of all of the

Notes shall be The Depository Trust Company ("D.T.C."), and the Notes shall be registered in the name of Cede & Co., as nominee for D.T.C. Payment of interest for any Note registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the Notes at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee, the Remarketing Agent and the City may treat D.T.C. (or its nominee) as the sole and exclusive Noteholder of the Notes registered in its name for the purposes of payment of the principal or redemption or purchase price of or interest on the Notes, selecting the Notes or portions thereof to be redeemed or purchased, giving any notice permitted or required to be given to Noteholders under this Indenture, registering the transfer of Notes, obtaining any consent or other action to be taken by Noteholders and for all other purposes whatsoever; and neither the Trustee, the Remarketing Agent nor the City shall be affected by any notice to the contrary. Except as otherwise provided in subsection (c) below, no Beneficial Owner shall receive an authenticated Note. Upon delivery by D.T.C. to the Trustee of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Bonds, the words "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C..

(c) In the event the Noteholder of all the Notes shall be D.T.C. and the City determines to discontinue D.T.C.'s book-entry system, the City may notify D.T.C., the Trustee, the [Administrative] Bank and the Remarketing Agent, whereupon D.T.C. will notify its participating organizations (the "Participants") of the availability through D.T.C. of certificated Notes. In such event, the Trustee shall issue, transfer and exchange Note certificates as requested by D.T.C. in appropriate amounts in accordance with the provisions of this Indenture. D.T.C. may determine to discontinue providing its services with respect to the Notes at any time by giving written notice to the City, the Trustee and the Remarketing Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery Note certificates as described in this Indenture. Whenever D.T.C. requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with D.T.C. in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Notes to any Participant having Notes credited to its D.T.C. account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Notes.

(d) So long as any Note is registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to the principal, redemption or

purchase price and interest on such Note and all notices with respect to such Note shall be made and given, respectively, to D.T.C. or its nominee as provided in the City's representation letter to D.T.C..

(e) In connection with any notice or other communication to be provided to Noteholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Noteholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give D.T.C. notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Such notice to D.T.C. or its nominee shall be given only when D.T.C. is the sole Noteholder.

(f) Neither the City, the Trustee, nor the Remarketing Agent will have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by D.T.C. or any Participant; (ii) the payment by D.T.C. or any Participant of any amount due to any Beneficial Owner in respect of the principal amount, redemption or purchase price of or interest on the Notes; (iii) the delivery by D.T.C. or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Noteholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; (v) the delivery of Notes upon tender thereof, or (vi) any consent given or other action taken by D.T.C. as Noteholder.

(g) So long as Cede & Co. is the registered owner of the Notes, as nominee of D.T.C., references herein to the Noteholders or holders of the Notes or Owners of Notes shall mean Cede & Co. and shall not mean the Beneficial Owners of the Notes.

(h) So long as D.T.C. is the registered owner of the Notes:

(i) selection of Notes to be redeemed upon partial redemption, presentation of Notes to the Trustee upon partial redemption, delivery of Notes to the Trustee in connection with an optional or mandatory tender, or redelivery of such Notes by the Trustee to Noteholders following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in such Notes through D.T.C. or D.T.C.'s Participants is transferred by D.T.C. on its books;

(ii) notice of a demand for purchase of Notes pursuant to Section 3.01 hereof shall be given by the Beneficial Owner of such Notes exercising ownership rights through D.T.C. or D.T.C.'s Participants by telephonic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Notes to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a

person entitled to exercise ownership rights with respect to such Notes through D.T.C. or its Participants;

(iv) D.T.C. may present notices, approvals, waivers or other communications required or permitted to be made by Noteholders under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Notes through D.T.C. or its Participants; and

(v) Notes held in the Custody Account on the records of D.T.C. will be registered in the name of the Trustee, or its nominee, as collateral security for the Bank[s].

### Section 2.13 Application Of Proceeds Of The Notes.

The proceeds of the sale of the Notes shall be deposited with the Treasurer and used to make deposits in the following funds of the City in the following amounts for the purpose of paying amounts appropriated for such respective funds for the year 1994:

Fund	Amount
Corporate Fund	\$
Chicago Public Library Fund (Maintenance and Operation)	
Chicago Public Library Fund (Building and Sites)	
City Relief (General Assistance)	
Judgment Fund	

(a) The proceeds of the sale of the Notes shall be deposited in the Project Fund established hereunder and used for the purpose of financing the acquisition of certain equipment for the City as provided in the Note Ordinance.

(b) The Trustee shall establish a special trust fund designated as the Project Fund. The Trustee shall hold all moneys delivered to it for deposit into the Project Fund in trust.

(c) Moneys on deposit in the Project Fund shall be disbursed by the Trustee upon the receipt of a requisition therefor executed by the Comptroller specifying the purpose for which such disbursement is being made, which may include the payment of costs of issuance of the Notes and the reimbursement of the Bank[s] for drawings made under the Letter of Credit to pay interest on the Notes or directly to pay principal or purchase price of or interest on the Notes if the Bank[s] shall have failed to honor a proper draw under the Letter of Credit.

(d) Pending the use of moneys held in the Project Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Comptroller, but subject to the requirements of the Reimbursement Agreement, if applicable. Income from such investments shall be credited to the Project Fund.]

### *Article III.*

#### *Optional And Mandatory Tenders Of Notes; Remarketing Of Purchased Notes.*

##### Section 3.01 Optional Tender Of Notes.

Holders of Notes bearing interest at a Weekly Rate shall have the right to tender a Note, or a portion thereof, provided that such portion is an Authorized Denomination, for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase and to receive payment of the purchase price therefor, all as provided in the form of the Notes attached hereto as (Sub)Exhibit A.

##### Section 3.02 Mandatory Tender Of Notes.

The Notes are subject to mandatory tender and are required to be tendered to the Trustee for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, as follows:

(i) When the Notes (or Sub-series, if applicable) bear interest at a Commercial Paper Rate, each such Note shall be subject to mandatory tender for purchase on each Interest Payment Date for such Note; and

(ii) On the effective date of any change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable).

Section 3.03 Purchase Of Tendered Notes.

(a) In performing its duties under this Article III, the Trustee shall act as a conduit and not be considered to be purchasing Notes for its own account. No acceptance of Notes by the Trustee hereunder shall effect any merger or discharge of the indebtedness of the City evidenced by the Notes. The Trustee shall accept all Notes properly tendered to it for purchase in accordance with the provisions of the Notes as set forth in the form of Note attached hereto as (Sub)Exhibit A; provided, however, that the Trustee shall not accept any Notes tendered if at the time of the tender the principal of the Notes shall have been accelerated pursuant to Section 7.01 of this Indenture.

(b) The Trustee shall establish a special trust fund designated as the Purchase Fund. The Trustee shall hold all Notes delivered to it in trust for the benefit of the respective Noteholders of Notes delivering such Notes until moneys representing the purchase price of such Notes have been delivered to or for the account of such Noteholders. The Trustee shall hold all moneys delivered to it for the purchase of Notes in such fund in trust and without investment, solely for the benefit of the persons delivering such moneys until the Notes purchased with such moneys have been delivered to or for the account of such persons. The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Purchase Fund to pay the purchase price of tendered Notes as the same becomes due and payable, which authorization and direction the Trustee accepts.

Section 3.04 Remarketing Of Tendered Notes; Payment Of Purchase Price.

(a) The Remarketing Agent shall use its best efforts to remarket tendered Notes at a price equal to 100% of the principal amount thereof plus accrued interest, if any.

(b) Upon receipt of a duly tendered written notice of an optional tender of Notes conforming to the requirements in the form of Note attached hereto as (Sub)Exhibit A, the Trustee shall notify the Remarketing Agent, the [Administrative] Bank and the City of the principal amount of Notes tendered and the date fixed for purchase.

(c) Prior to 11:00 A.M., New York City time, on each purchase date (whether optional or mandatory), the Remarketing Agent shall give telephonic or facsimile notice (promptly confirmed in writing) to the [Administrative] Bank, the City and the Trustee of the principal amount of such Notes remarketed, the names, addresses and taxpayer identification numbers of the purchasers and the denominations in which the Notes are to be issued to each purchaser. If less than all of the Notes to be tendered on such purchase date have been remarketed, the Remarketing Agent shall, in addition, notify the Trustee, the [Administrative] Bank and the City prior to 11:00 A.M., New York City time, on the purchase date, of the principal

amount of Notes which have not been remarketed and the amount of accrued interest to be paid on such Notes on such purchase date. Purchasers of Notes which have been remarketed shall be required to deliver the purchase price thereof directly to the Remarketing Agent for delivery to the Trustee for deposit in the Purchase Fund not later than 11:00 A.M., New York City time, on the purchase date. By 12:00 Noon, New York City time, on the purchase date, the Trustee shall notify the Remarketing Agent, the City and the [Administrative] Bank of any Notes which have been remarketed for which payment has not been received.

(d) By 12:30 P.M., New York City time, on the purchase date (whether optional or mandatory), the Trustee shall draw upon the Letter of Credit in an amount equal to the purchase price of: (i) any tendered Notes not remarketed; and (ii) any tendered Notes remarketed and for which payment has not been received.

(e) Any Note tendered for purchase after the date on which the Trustee has notified the Noteholders of a change in Interest Rate Determination Method in accordance with the provisions of Section 2.03 hereof shall not be remarketed unless the purchaser has been notified by the Trustee of the change in Interest Rate Determination Method. Any such notice shall contain the same provisions as the notice required of the Trustee pursuant to Section 2.03(d) of this Indenture. Any purchaser so notified must deliver a notice to the Trustee stating that such purchaser will tender his Notes for purchase on the effective date of the change in Interest Rate Determination Method, and agreeing not to resell the Notes before such date.

#### Section 3.05 Funds For Purchase Price Of Notes.

On the date Notes are to be purchased pursuant to the provisions of this Indenture, the Trustee shall deliver the purchase price to the tendering Noteholder only from the funds listed below, in the order of priority indicated:

(a) the proceeds of the sale of such Notes which have been remarketed by the Remarketing Agent to any person other than the City and delivered to the Trustee by 11:00 A.M., New York City time, on the purchase date;

(b) moneys drawn under the Letter of Credit; and

(c) moneys deposited by the City with the Trustee pursuant to this Indenture.

#### Section 3.06 Delivery Of Purchased Notes.

The Trustee shall make available by 1:30 P.M., New York City time, on a purchase date (whether optional or mandatory), at its Principal Office, Notes

purchased with moneys described in Section 3.05(a) hereof for receipt by the purchaser thereof. Notes purchased with moneys described in Section 3.05(a) hereof shall be registered in the manner directed by the Remarketing Agent and delivered to the Remarketing Agent for redelivery to the purchasers thereof. Notes purchased with moneys described in Section 3.05(b) hereof shall be held by the Trustee, and registered by the Trustee in the name of the City indicating their status as Pledged Notes pursuant to Section 3.08 hereof. Notes purchased with moneys described in Section 3.05(c) hereof shall be registered in the name of the City and held for the account of the City.

#### Section 3.07 Delivery Of Proceeds Of Sale Of Purchased Notes.

Except in the case of the sale of any Pledged Notes, the proceeds of the sale of any Notes, to the extent not required to pay the purchase price thereof, shall be paid to or upon the order of the City.

#### Section 3.08 Custody Account.

(a) There is hereby created by the City and ordered established with the Trustee a separate and segregated trust account to be designated the Custody Account.

(b) If any Note is purchased by the Trustee pursuant to Section 3.03 hereof with moneys drawn under the Letter of Credit pursuant to Section 3.05(b) hereof, that Note shall be delivered to and held by the Trustee, shall be registered in the name of the City (and shall thereafter constitute a Pledged Note until released as herein provided), shall be deposited in the Custody Account, and shall be released only upon receipt by the Trustee of (i) an amount equal to the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, and (ii) evidence that the Letter of Credit will be reinstated upon the Trustee's receipt of such moneys. The Remarketing Agent shall use its best efforts to remarket Pledged Notes. If the Remarketing Agent remarkets any Pledged Note, the Remarketing Agent shall give the notice described in the first sentence of Section 3.04(c) hereof, and shall direct the purchaser of such Pledged Note to transfer on the purchase date, the purchase price of such remarketed Pledged Note directly to the Remarketing Agent for delivery to the Trustee not later than 11:00 A.M., New York City time, on the purchase date. The Remarketing Agent shall deliver remarketed Pledged Notes to the purchasers thereof in accordance with Section 3.06 hereof.

(c) The proceeds of the remarketing of Pledged Notes shall be deposited into the Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank[s], shall not be commingled with any other moneys held by the Trustee, and shall be paid over immediately to the [Administrative] Bank on behalf of the Bank[s].



(d) On each Interest Payment Date prior to the release of Pledged Notes held in the Custody Account, the Trustee shall apply moneys in the Note Fund to the payment of principal of and interest on such Pledged Notes, but shall not draw on the Letter of Credit or use moneys in the Letter of Credit Fund for such purpose to any extent whatsoever; and the Trustee shall receive for the account of the Bank[s] the interest and principal paid in respect of such Pledged Notes held in the Custody Account, and immediately upon such receipt the Trustee shall pay such interest and principal over to the [Administrative] Bank; provided, however, that if at such time the Trustee has been notified in writing by the [Administrative] Bank that there shall not remain any amount due and owing to the Bank[s] under the Reimbursement Agreement, such interest and principal payments shall be paid over to the City.

(e) If, on any date prior to the release of Pledged Notes held in the Custody Account, all Notes are called for redemption pursuant to Article IV hereof, or the Trustee declares an acceleration of the Notes pursuant to Section 7.01 hereof, Pledged Notes held in the Custody Account shall be deemed to have been paid, and shall thereupon be cancelled by the Trustee.

(f) It is recognized and agreed by the Trustee that while it holds Pledged Notes, such Pledged Notes are held by the Trustee for the benefit of the Bank[s] as a first priority secured creditor.

#### *Article IV.*

##### *Redemption And Purchase Of Notes By City.*

###### **Section 4.01 Redemption Of Notes Prior To Maturity.**

The Notes shall be subject to redemption prior to maturity at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of redemption, as follows:

(a) Any Notes bearing interest at a Weekly Rate shall be subject to redemption prior to maturity at the option of the City on the first Business Day of any month.

(b) Any Notes bearing interest at a Commercial Paper Rate or a Fixed Rate shall not be subject to optional redemption by the City.

(c) All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives written notice from the [Administrative] Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or (ii) if the Trustee

receives written notice from the [Administrative] Bank that an event of default has occurred under the Reimbursement Agreement. If notice of either of such events shall have been received by the Trustee, the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof and the Trustee shall promptly notify the City and the Remarketing Agent that it has received such notice from the [Administrative] Bank.

[(d) The Notes shall be subject to mandatory redemption on the sixtieth (60th) day after the last date for payment without interest or penalty of the taxes levied by the City to pay the amounts appropriated for the fund[s] referred to in Section 2.01 hereof. If such day is not a Business Day, such redemption shall occur on the first Business Day next prior to such day. The Comptroller shall give notice to the [Administrative] Bank and the Trustee of such redemption no less than forty-five (45) days prior to such redemption date.]

#### Section 4.02 Purchase Of Notes By City.

(a) The City, acting through the Comptroller, reserves the right to purchase for cancellation any Note tendered for purchase pursuant to Section 3.01 hereof or subject to mandatory tender pursuant to Section 3.02 hereof or to purchase any Note held to the credit of the Custody Account, upon notice to the Trustee and the Remarketing Agent given by irrevocable telephonic or facsimile notice (promptly confirmed in writing) (i) in the case of the purchase of a Note tendered pursuant to Section 3.01 hereof or a Note held to the credit of the Custody Account, given not later than 2:00 P.M., New York City time, on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 3.02 hereof, given not later than 3:00 P.M., New York City time, on the second-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Commercial Paper Rate Period which is shorter than two Business Days for Notes subject to mandatory tender at the end of such Commercial Paper Rate Period). Such notice from the Comptroller shall state the principal amount of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 3.02 hereof. Prior to the applicable date of notice set forth in the first sentence of this Section 4.02(a), the City shall deposit with the Trustee funds sufficient to purchase such Notes. Any Notes so purchased for cancellation shall be selected first, from Notes held to the credit of the Custody Account, second, from any Notes as such become available upon optional tender, and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 3.02 hereof; provided, however, that if less than all of the Notes subject to mandatory tender pursuant to Section 3.02 hereof are to be purchased for cancellation, the Notes so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may be sold or remarketed only if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on the Notes from the gross income of the Owners thereof for federal income tax purposes under the Code. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

#### Section 4.03 Procedure For Redemption.

(a) In order to exercise its option to redeem the Notes prior to maturity pursuant to paragraph (a) of Section 4.01 hereof, the City shall notify the Trustee, the [Administrative] Bank and the Remarketing Agent no later than forty-five (45) days prior to the designated redemption date.

(b) Notice by Mail of the redemption of Notes prior to maturity pursuant to Section 4.01 hereof shall be given by the Trustee in the name of the City: (i) in the case of the redemption of Notes pursuant to paragraphs (a) or (d) of Section 4.01, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date; (ii) in the case of the redemption of Notes pursuant to paragraph (c) of Section 4.01, not less than five (5) days nor more than ten (10) days after the receipt by the Trustee of a notice given by the [Administrative] Bank pursuant to such paragraph. A copy of each such redemption notice shall be given to the City and the [Administrative] Bank.

(c) Each such redemption notice shall specify (i) the Notes to be redeemed by C.U.S.I.P. number; (ii) the redemption date (which shall be not more than fifteen (15) days after the date on which the Trustee receives notice from the [Administrative] Bank pursuant to paragraph (c) of Section 4.01 hereof); (iii) the place where amounts due upon such redemption will be payable (which shall be the Principal Office of the Trustee); (iv) if less than all the Notes are to be redeemed, specify the specific Notes to be redeemed, identified by number, and the principal amounts of such Notes to be redeemed; and (v) that on the redemption date, the Notes shall cease to bear interest. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee.

(d) Failure to give Notice by Mail of optional redemption as to any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes in respect of which no failure or defect occurs. Failure to give Notice by Mail of the mandatory redemption of any Notes to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for redemption of such Notes. Any notice mailed

as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee.

(e) When Notes are called for partial redemption as provided in paragraph (a) of Section 4.01 hereof, the specific Notes to be redeemed shall be selected by the Trustee in Authorized Denominations.

If it is determined that one or more, but not all, of the units of Authorized Denominations represented by any Note is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Noteholder shall forthwith surrender such Note to the Trustee for (i) payment to such Noteholder of such unit of the redemption price of such Note called for redemption and (ii) delivery to such Noteholder of a new Note or Notes of the same series and in the aggregate principal amount of the unredeemed balance of the principal amount of such Note, without charge therefore.

If the Noteholder of any such Note of a denomination greater than the amount called for partial redemption shall fail to present such Note to the Trustee for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

(f) Any Notes, or portions thereof, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders.

#### Section 4.04 No Partial Redemption Of Notes After Default.

Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in paragraphs (i), (ii) or (iii) of Section 7.01(a) hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

### *Article V.*

#### *Creation Of Funds And Security For Notes.*

##### Section 5.01 The Note Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1994\_\_ Note Fund".

(b) Subject to the right of the City and the [Administrative] Bank to make alternate arrangements with respect to the reimbursement of the Bank[s] by the City for draws under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to reimburse the Bank[s] in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank[s] have failed to honor a proper drawing under the Letter of Credit, the City shall deposit into the Note Fund amounts sufficient to pay the principal of and interest on the Notes as the same become due.

(c) Moneys on deposit in the Note Fund shall be applied by the Trustee to reimburse the Bank[s] in accordance with the terms and provisions of the Reimbursement Agreement for amounts drawn under the Letter of Credit or, if the Bank[s] have failed to honor a proper drawing under the Letter of Credit, directly to pay the principal of or interest on the Notes as the same become due.

(d) Pending the use of moneys held in the Note Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Comptroller, but subject to the requirements of the Reimbursement Agreement, if applicable. Income from such investments shall be credited to the Note Fund.

#### Section 5.02 The Letter Of Credit Fund.

(a) There is hereby created by the City and established with the Trustee a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1994\_\_ Letter of Credit Fund".

(b) The City shall cause to be deposited into the Letter of Credit Fund amounts drawn under the Letter of Credit with respect to the payment of principal of and interest on the Notes. Moneys on deposit in the Letter of Credit Fund shall not be commingled with any other moneys held by the Trustee.

(c) Moneys on deposit in the Letter of Credit Fund shall be applied by the Trustee to pay the principal of and interest on the Notes.

(d) Pending the use of moneys held in the Letter of Credit Fund, the Trustee shall invest such moneys upon the direction of the Comptroller in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall mature not later than the date or dates on which such funds will be needed for the purposes for which such funds were deposited into the Letter of Credit Fund, and in any event, not later than thirty (30) days from the date of such investment.

### Section 5.03 The Letter Of Credit.

(a) So long as any Notes are Outstanding under this Indenture, the City covenants and agrees to maintain the Letter of Credit for the benefit of the holders of the Notes. The Letter of Credit shall entitle the Trustee to draw up to (a) an amount sufficient (i) to pay the principal amount of the Notes, or (ii) to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount not less than 64 days' interest on the Notes (calculated at the rate of \_\_\_\_\_ percent (\_\_\_%) per annum) (i) to pay interest on the Notes, or (ii) to pay the portion of the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes.

(b) The Letter of Credit shall be held by the Trustee in its capacity as Trustee under this Indenture. The Trustee shall not sell, assign or transfer the Letter of Credit except to a Successor Trustee designated in accordance with the terms and provisions hereof.

(c) The Trustee shall make drawings under the Letter of Credit in accordance with the terms thereof to make timely payments of the principal of and interest on the Notes (other than Pledged Notes) as the same become due whether upon maturity, redemption or acceleration. The Trustee shall also make drawings under the Letter of Credit to pay the purchase price of tendered Notes in accordance with Section 3.04(d) hereof.

(d) During any period when the Notes (or Sub-series, if applicable) bear interest at a Commercial Paper Rate or a Fixed Rate, commencing on the date on which such Notes begin to bear interest at a Commercial Paper Rate or a Fixed Rate, and on the first Business Day of each calendar month thereafter while such Notes bear interest at a Commercial Paper Rate or a Fixed Rate, the Trustee shall draw under the Letter of Credit an amount sufficient to cause the amount on deposit in the Letter of Credit Fund on such day to equal (i) the accrued and unpaid interest on such Notes, plus (ii) the interest that would accrue on such Notes from such day to and including the first Business Day of the following month assuming such Notes remain Outstanding until such day, calculated (x) at the actual rate of interest on such Notes for any day interest is to accrue at a rate known on the day such draw is made, and (y) at the rate of \_\_\_\_\_ percent (\_\_\_%) for any day interest is to accrue at a rate unknown on the date such draw is made. Notwithstanding the deposit of any such moneys under the Indenture and the reimbursement of the Bank[s] for any such drawing under the Letter of Credit, the City shall have no right, title and interest in and to such moneys, which shall be held exclusively for the holders of the Notes in accordance with the provisions of this Indenture. In the event the City causes to be delivered to the Trustee an effective amendment or supplement to the Letter of Credit increasing the stated amount thereof to an amount sufficient to pay principal amount of the Notes plus 305 days' interest with respect to Notes bearing interest at a Commercial Paper Rate and 215 days' interest with

respect to Notes bearing interest at a Fixed Rate, and if so directed in writing by the City, the Trustee shall make drawings under the Letter of Credit in accordance with paragraph (c) of this Section 5.03 rather than this paragraph (d).

#### Section 5.04 Alternate Letter Of Credit.

(a) Upon not less than thirty (30) days written notice to the Trustee, the Remarketing Agent and the [Administrative] Bank, and the satisfaction of conditions specified in this Section 5.04, the City may deliver to the Trustee an Irrevocable Letter of Credit in substitution for the Letter of Credit then held by the Trustee. Upon receipt of notice from the City that it intends to deliver an Alternate Letter of Credit to the Trustee, the Trustee shall give Notice by Mail to Noteholders of the intended delivery of such Alternate Letter of Credit (which notice shall be given not less than fifteen (15) days prior to the proposed delivery date thereof).

(b) Any Alternate Letter of Credit shall be an Irrevocable Letter of Credit issued by one or more commercial banks having the same material terms and provisions as the Letter of Credit delivered upon the original issuance of the Notes.

(c) On or prior to the date of delivery of an Alternate Letter of Credit to the Trustee, there shall be delivered to the Trustee (i) written evidence from Moody's, if the Notes are rated by Moody's, and from S. & P., if the Notes are rated by S. & P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of the Bank[s] issuing such Alternate Letter of Credit.

(d) An Alternate Letter of Credit may not be delivered while any of the Notes bear interest at a Commercial Paper Rate unless the effective date of such Alternate Letter of Credit coincides with an Interest Payment Date for all Notes that bear interest at a Commercial Paper Rate.

(e) Upon delivery of an Alternate Letter of Credit to the Trustee satisfying the requirements of this Section 5.04, the Trustee shall accept such Alternate Letter of Credit and concurrently surrender the existing Letter of Credit to the [Administrative] Bank for cancellation. If the existing Letter of Credit and the Alternate Letter of Credit are contemporaneously effective for any period, any draws made during such period shall be made under the Alternate Letter of Credit.

Section 5.05 Tax Levy To Reimburse Bank[s] Or Pay Notes.

Unless the Comptroller shall certify to the [Administrative] Bank on or before October 1, 1995, that sufficient funds are legally available and will be used to reimburse the Bank[s] on October 31, 1995, for drawings under the Letter of Credit to pay the principal or purchase price of and interest on the Notes, or to pay directly the principal or purchase price of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the [Administrative] Bank, on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the Bank[s] for such drawing or drawings on or before October 31, 1996, or to pay the principal or purchase price of and interest on the Notes if the Bank[s] have failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal or purchase price of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, the taxes so levied shall be abated.

[For the purpose of providing funds to reimburse the Bank[s] for drawings under the Letter of Credit to pay the principal or purchase price of and interest on the Notes, or to pay the principal or purchase price of and interest on the Notes, the City has levied, pursuant to Section 7 of the Note Ordinance, a direct annual tax upon all taxable property in the City estimated to be sufficient for such purposes.

Unless the Comptroller shall certify to the [Administrative] Bank on or before October 1, 199\_\_, that sufficient funds are legally available and will be used to reimburse the Bank[s] on October 31, 199\_\_ for drawings under the Letter of Credit to pay the principal or purchase price of and interest on the Notes, or to pay directly the principal or purchase price of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the [Administrative] Bank, on or before the maturity date of the Notes, such ordinance to levy an amount sufficient to reimburse the Bank[s] for such drawing or drawings on or before October 31, 199\_\_, or to pay the principal or purchase price of and interest on the Notes if the Bank[s] have failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal or purchase price of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, the taxes so levied shall be abated.]

The Comptroller is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this paragraph into the Note Fund in accordance with the terms of the Reimbursement Agreement.



#### Section 5.06 Insufficiency Of Taxes To Reimburse Bank[s].

In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement then the Comptroller of the City is hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in anticipation of the collection of the taxes. When the proceeds of such taxes are received by the City, such other funds shall be replenished.

#### Section 5.07 Notes Not Presented For Payment.

(a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Trustee for the benefit of the Noteholders, the Trustee shall segregate and hold such moneys in a trust account separate and apart from the other funds and accounts held hereunder, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture. Any such moneys shall be invested in conformity with the provisions of paragraph (d) of Section 5.02 hereof relating to moneys in the Letter of Credit Fund.

(b) Any moneys which the Trustee shall segregate and hold in trust for the payment of the principal or purchase price of or interest on any Note and which shall remain unclaimed for two (2) years after such principal or purchase price or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the [Administrative] Bank's, written request to the Trustee, be paid to the City. After the payment of such unclaimed moneys to the City, the holder of such Note shall thereafter look only to the City for the payment thereof, unless an abandoned property law designates another person, and all liability of the Trustee and the Bank[s] with respect to such moneys shall thereupon cease.

### *Article VI.*

#### *General Covenants Of City.*

Section 6.01 Pledge Of Full Faith, Credit And Resources Of The City.

The Notes are general obligations of the City for the payment of which the

City hereby pledges its full faith, credit and resources. The principal of and interest on the Notes shall be paid by the City as the same become due at the place, at the time and in the manner provided herein and in the Notes from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

#### Section 6.02 Indenture To Constitute Contract.

In consideration of the purchase and acceptance of the Notes by the Owners from time to time of the Notes, the provisions of this Indenture and any Supplemental Indenture shall constitute a contract between the City, the Trustee and the Owners from time to time of the Notes.

#### Section 6.03 Performance Of Covenants.

The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in each Letter of Credit Note and in the Remarketing Agreement, and in all proceedings pertaining thereto.

#### Section 6.04 Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (i) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (ii) to comply with all covenants, representations and assurances contained in any certificate or agreement executed and delivered by the City in connection with the issuance of the Notes; (iii) to establish with the Trustee a Rebate Fund into which the City shall deposit amounts required to be rebated to the United States; (iv) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (v) to file such forms, statements and supporting documents as may be required and in a timely manner; and (vi) if deemed necessary or

advisable by its officers, to retain fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

*Article VII.*

*Events Of Default And Remedies.*

Section 7.01 Events Of Default.

(a) Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

(i) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;

(ii) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;

(iii) a failure to pay the purchase price of and accrued interest on any validly tendered Note under the provisions of Section 3.01 or 3.02 hereof, to the holder thereof upon the same Business Day such Note is tendered;

(iv) a failure by the City to maintain the Letter of Credit as provided in this Indenture; or

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii), (iv) or (v) of paragraph (a) of this Section, the Trustee may, and at the written request of Noteholders owning not less than a majority in aggregate principal amount of Notes then Outstanding, shall, by written notice to the City, the Remarketing Agent and the [Administrative] Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, and the Trustee shall give notice thereof to the City, the Remarketing Agent and the [Administrative] Bank, and shall give Notice by Mail thereof to all Owners of Outstanding Notes; provided, however, that no such declaration shall be effective following the occurrence

of an Event of Default under clause (v) of paragraph (a) of this Section without the express consent of the [Administrative] Bank unless the Bank[s] shall have failed to honor a proper drawing under the Letter of Credit.

#### Section 7.02 Remedies.

Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of Noteholders owning not less than a majority in aggregate principal amount of the Notes then Outstanding or the [Administrative] Bank (but only if the Bank[s] shall not have failed to honor a proper drawing under the Letter of Credit) and, in addition, receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank[s] to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Indenture and the Letter of Credit;

(ii) bring suit upon the Notes; or

(iii) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

#### Section 7.03 Rescission Of Notice Of Redemption; Restoration To Former Position.

(a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of any notice given by the [Administrative] Bank pursuant to paragraph (c) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given to the Noteholders as provided herein and the Trustee shall have received written notice from the [Administrative] Bank that it has withdrawn the notice given pursuant to paragraph (c) of Section 4.01 and that the Letter of Credit is in force and effect in the aggregate principal amount thereof. Notice of such rescission and annulment shall be given to the City, the Remarketing Agent and the [Administrative] Bank prior to the notice to the Noteholders of such mandatory redemption.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank[s], the Noteholders and the Remarketing Agent respectively, shall be restored to their former positions and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

#### Section 7.04 Noteholders' Right To Direct Proceedings.

The Noteholders owning a majority in aggregate principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture; provided, however, that (a) such direction shall not be in conflict with any rule of law or this Indenture, (b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction and (c) the Trustee need not take any action which might involve it in personal liability unless indemnified to its satisfaction or which might be unjustly prejudicial to the Noteholders not consenting to such direction.

#### Section 7.05 Limitation On Noteholders' Right To Institute Proceedings.

No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than a majority in aggregate principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding, it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

#### Section 7.06 No Impairment Of Right To Enforce Payment.

Notwithstanding any other provision in this Indenture, the right of any Noteholder to receive payment of the principal of and interest on such Note on or after the respective due dates expressed therein, or to institute suit for

the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

**Section 7.07 Proceedings By Trustee Without Possession Of Notes.**

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

**Section 7.08 No Remedy Exclusive.**

No remedy herein conferred upon or reserved to the Trustee, the Bank[s] or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**Section 7.09 No Waiver Of Remedies.**

No delay or omission of the Trustee, the Bank[s] or any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank[s] and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

**Section 7.10 Application Of Moneys.**

Any moneys received by the Trustee (except for proceeds of the remarketing of the Notes and moneys drawn under the Letter of Credit, which shall be applied solely to the purposes for which such moneys were received or drawn, as provided herein, but including such Letter of Credit moneys if the Bank[s] shall have failed to honor a proper drawing under the Letter of Credit), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than

moneys for the payment of Notes which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of this Indenture) and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank[s], but only to the extent that funds are owed to the Bank[s] as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of clause (b) of this Section 7.10 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section 7.10.

Whenever moneys are to be applied pursuant to this Section 7.10, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds it shall fix the date (which shall be an Interest Payment Date unless it

shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by Notice by Mail to all Owners of Outstanding Notes and shall not be required to make payment to any Owner until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

#### Section 7.11 Severability Of Remedies.

It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank[s] and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank[s] and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

### *Article VIII.*

#### *Appointment And Duties Of Trustee And Remarketing Agent.*

##### Section 8.01 Appointment Of Trustee.

The City hereby appoints \_\_\_\_\_, Chicago, Illinois, as Trustee, for the purposes and upon the express terms and conditions set forth herein. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City and the Noteholders by its delivery and their acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

##### Section 8.02 No Responsibility For Recitals.

The recitals, statements and representations contained in this Indenture or in the Notes, save only the Trustee's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness thereof. Nothing contained in this Section 8.02 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.



### Section 8.03 Limitations On Liability.

The Trustee may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

### Section 8.04 Compensation, Expenses And Advances.

The Trustee shall be entitled to reasonable compensation for its services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default hereunder. If any Event of Default under this Indenture shall otherwise exist, the Trustee shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank[s], for the payment of its compensation and the reimbursement of its expenses and any advances made by the Trustee, as provided in this Section, upon the moneys and obligations in the Note Fund; provided, however, that such priority shall not relate or extend to (a) moneys drawn under the Letter of Credit (unless the Bank[s] shall have failed to honor a proper drawing under the Letter of Credit), (b) remarketing proceeds, (c) moneys deposited with or paid to the Trustee for the payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof, or (d) funds held pursuant to Section 5.07 hereof; and provided further, however, that nothing contained in this Section 8.04 shall limit or restrict the obligations of the Trustee (i) to draw upon the Letter of Credit at the times and in the manner required hereunder, or (ii) apply the proceeds of such draws to the payment of the principal of, redemption or purchase price, and interest on the Notes as required herein and in the Notes.

#### Section 8.05 Notice Of Events Of Default.

The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01(a) hereof, unless specifically notified in writing of such default or Event of Default by Owners of at least a majority in aggregate principal amount of the Notes then Outstanding.

#### Section 8.06 Trustee To Maintain Office.

The Trustee shall at all times maintain an office in New York, New York, where Notes may be presented for payment of the principal amount thereof upon maturity, redemption or tender.

#### Section 8.07 Good Faith Reliance.

The Trustee in the absence of bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Neither the Trustee nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at the request of such person unless satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by its Comptroller. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by such Comptroller.

#### Section 8.08 Dealings In Notes And With City.

The Trustee, the Bank[s] and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in

any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank[s] and the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

#### Section 8.09 Resignation Of Trustee.

The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Remarketing Agent and the [Administrative] Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not less than twenty-one (21) days prior to such resignation date, to the Owners of Outstanding Notes. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a Successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, and (ii) the Resigning Trustee transfers and assigns the Letter of Credit in accordance with its terms to the Successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer and assignment of the Letter of Credit. If the Successor Trustee shall not have been appointed within a period of ninety (90) days following the giving of such notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a Successor Trustee as provided in Section 8.13 hereof.

#### Section 8.10 Removal Of Trustee.

The Trustee may be removed by the City at any time prior to an Event of Default by filing with the Trustee, the Remarketing Agent and the [Administrative] Bank, an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and provided, further, that the Trustee shall transfer and assign the Letter of Credit to the successor Trustee upon such removal.

#### Section 8.11 Appointment Of Successor Trustee.

In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, the City shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Remarketing Agent and the [Administrative] Bank, and shall cause Notice by Mail to be given to all Noteholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment and the predecessor Trustee shall have transferred the Letter of Credit to the Successor Trustee.

#### Section 8.12 Qualifications Of Successor Trustee.

Every successor Trustee (a) shall be a commercial bank with trust powers or a trust company other than any issuer of the Letter of Credit (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

#### Section 8.13 Judicial Appointment Of Successor Trustee.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 8.12 hereof.

#### Section 8.14 Acceptance Of Trusts By Successor Trustee.

In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon

request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

#### Section 8.15 Successor By Merger Or Consolidation.

Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

#### Section 8.16 Standard Of Care; Action By Trustee.

Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least a majority in aggregate principal amount of the Notes then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

#### Section 8.17 Duties Of The Trustee.

The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Comptroller and the [Administrative] Bank as shall be reasonably requested in writing by the Comptroller or the [Administrative] Bank.

#### Section 8.18 Remarketing Agent.

The City hereby appoints \_\_\_\_\_ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Upon thirty (30) Business Days written notice, the Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

In the event that the City shall fail to appoint a Remarketing Agent hereunder, or in the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by the Remarketing Agent or successor Remarketing Agent, as the case may be; provided, however, that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell Notes or to perform the duties set forth in Sections 2.02 or 2.03 hereof.

### *Article IX.*

#### *Amendments To This Indenture.*

##### Section 9.01 Limitations On Amendments Of This Indenture.

This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions of this Article IX.

##### Section 9.02 Amendments Without Noteholder Consent.

(a) The City and the Trustee may, from time to time and at any time,

without the consent of or notice to the Noteholders, but upon notice to and with the written consent of the [Administrative] Bank, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to grant to or confer or impose upon the Trustee for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iii) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;

(v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank[s] and which does not involve a change described in clauses (i), (ii) or (iii) of Section 9.03(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and Trustee shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms hereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the Owners thereof for federal income tax purposes under the

Code, and the Trustee may rely conclusively upon such Opinion as to such matters.

### Section 9.03 Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 9.02 hereof, subject to the terms and provisions contained in this Section and not otherwise, the City and the Trustee may, from time to time, with the written consent of the [Administrative] Bank and the consent of Noteholders of not less than sixty percent (60%) in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the [Administrative] Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Owners of Outstanding Notes. Such Notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the Principal Office of the Trustee for inspection by all Noteholders.

(c) Within six months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the [Administrative] Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms hereof and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on the Notes from the gross income of the owners thereof for Federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this Section shall have consented to and approved the execution and delivery



thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

#### Section 9.04 Effect Of Supplemental Indenture.

Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Bank[s] and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

#### Section 9.05 Consent Of [Administrative] Bank Required.

Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Indenture shall not become effective unless and until the [Administrative] Bank shall have consented to such Supplemental Indenture. Written notice of the execution and delivery of any Supplemental Indenture shall be furnished to the [Administrative] Bank, Moody's and S. & P. by the Trustee.

### *Article X.*

#### *Miscellaneous.*

#### Section 10.01 Defeasance.

(a) If the City shall pay or cause to be paid to the Noteholders, the principal of and interest to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of any moneys, securities, funds and property hereby pledged and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all moneys or securities held by it pursuant to this Indenture which are not required for the payment or redemption of Notes not theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise

be paid, to the Noteholders of all Outstanding Notes the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Notes shall cease to be entitled to any lien, benefit or security hereunder and all covenants, agreements and obligations of the City to the owners of such Notes shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) All Outstanding Notes that bear interest at a Fixed Rate shall, prior to the maturity or redemption date thereof, be deemed to have been paid as meant and with the effect expressed in subsection (a) of this Section if (i) in case any of said Notes are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article IV notice of redemption on said date of such Notes, (ii) there shall have been deposited with or held by the Trustee either moneys in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with or held by the Trustee at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Notes on and prior to the redemption date or maturity date thereof, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee, and (iii) in the event said Notes do not mature and are not by their terms subject to redemption within the next succeeding sixty (60) days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, by first class mail, postage prepaid, a notice to the Owners of such Notes that the deposit required by (ii) above has been made with the Trustee and that said Notes are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and interest on said Notes. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Notes; but any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said Notes on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over the City free and clear of any trust, lien or pledge, subject to any rights of the Bank[s] under the Reimbursement Agreement.

#### Section 10.02 Parties In Interest.

Except as herein otherwise specifically provided, nothing in this

Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank[s], the Trustee and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank[s], the Trustee, and the Noteholders.

#### Section 10.03 Severability.

In case any one or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

#### Section 10.04 No Personal Liability Of Officials Of City.

No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes or the execution and delivery of the Letter of Credit Note, the Indenture, the Remarketing Agreement or the Reimbursement Agreement.

#### Section 10.05 Counterparts.

This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

#### Section 10.06 Governing Law.

The laws of the State of Illinois shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder.

#### Section 10.07 Notices.

(a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Remarketing Agent or the [Administrative] Bank pursuant to

this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Corporate Trust Department; and if to the Remarketing Agent, other than with respect to tenders, at the address designated to the City by the Remarketing Agent and, with respect to tenders, at such other or similar address as shall be designated to the City by the Remarketing Agent; and if to the [Administrative] Bank, at \_\_\_\_\_,

\_\_\_\_\_, Attention: \_\_\_\_\_.  
 Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, facsimile or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any successor Trustee, (ii) the termination or expiration of the Letter of Credit, (iii) the delivery of an Alternate Letter of Credit as provided in Section 5.04 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement or the Remarketing Agreement which, in the opinion of the City or the Trustee, is deemed to be a material change, (vi) any replacement of the Remarketing Agent, (vii) any redemption or purchase for cancellation of all the Notes or (viii) any change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable), directly to: Moody's Investors Service, 99 Church Street, New York, New York 10007, Attention: Public Finance Department -- Structured Finance Group and to Standard and Poor's Corporation, Attention: Municipal Department, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

#### Section 10.08 Business Days And Times.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

#### Section 10.09 Repealer.

To the extent that any ordinances, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be

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

In Witness Whereof, The City of Chicago, Illinois has caused this Indenture to be executed by its Comptroller, attested by its City Clerk and its corporate seal to be affixed hereto; and \_\_\_\_\_, as Trustee, has caused this Indenture to be executed by one of its Vice Presidents, attested by one of its Assistant Secretaries and its corporate seal to be affixed hereto, all as of the day and year first above written.

City of Chicago

(Seal)

By: \_\_\_\_\_  
Comptroller

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_,  
as Trustee

(Seal)

\_\_\_\_\_  
Title:

Attest:

\_\_\_\_\_  
Title:

(Sub)Exhibit "A" attached to this Trust of Indenture reads as follows:

*(Sub)Exhibit "A".*

(Form Of Note)

A. Forms Generally. The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this (Sub)Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form Of Note.

(Front Side)

Registered  
No. \_\_\_\_\_

Principal Amount  
\$ \_\_\_\_\_

C.U.S.I.P.  
No. \_\_\_\_\_

United States Of America

State Of Illinois

City Of Chicago

General Obligation Tender Note,

Series 1994\_\_\_\_.

Maturity  
Date:

Date of  
Original Issue:

Interest Rate  
Determination Method:

Interest Rate  
(Fixed Rate Only):

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to herein as the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture as hereinafter defined, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount or redemption price has been made or duly provided for at the rates determined in the manner and on the dates set forth herein. The principal, purchase price and redemption price of this Note are payable at the principal corporate trust office of \_\_\_\_\_, in the City of Chicago, Illinois, or its successors or assigns, as Trustee (the "Trustee"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the

close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Trustee in the manner provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

In Witness Whereof, The City of Chicago has caused the seal of the City to be impressed or reproduced hereon and this Note to be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

City of Chicago

\_\_\_\_\_  
Mayor, City of Chicago

(Seal)

Attest:

\_\_\_\_\_  
City Clerk, City of Chicago

Dated:



## Certificate Of Authentication.

This is to certify that this  
Note is one of the Notes  
described in the within  
mentioned Indenture.

\_\_\_\_\_  
as Trustee

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

## [D.T.C. Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), Any Transfer, Pledge Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

## (Form Of Note -- Reverse Side)

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1994 \_\_, of the City of Chicago (the "Notes"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of January 1, 1994, from the City to the Trustee (the "Indenture"), for the purpose of providing funds [to pay amounts appropriated for Corporate Fund purposes for the year 1994] [to pay amounts appropriated for specific

purposes by the City for the year 1994] [to finance the acquisition of certain capital equipment by the City].

2. Definitions. Any term used herein but not defined herein shall be defined as in the Indenture.

3. Source of Payments. The City has caused to be delivered to the Trustee an irrevocable letter of credit (the "Letter of Credit") of \_\_\_\_\_, [each acting through its Chicago Branch] (collectively, the "Bank[s]"), in their capacity as issuer of the Letter of Credit, their successors in such capacity and their assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Trustee shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Trustee to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount sufficient to pay accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Trustee to pay the portion of the purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the condition specified in the Indenture, provide for the delivery to the Trustee of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources, and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on the Notes will be paid at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate as determined by the City in accordance with the provisions of the Indenture. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent, may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below). Distinct portions of the aggregate principal amount of the Notes (hereinafter referred to as a "Sub-series") may bear interest at a Weekly Rate, a Commercial Paper Rate or a Fixed Rate and one or more other distinct portions of the aggregate principal amount of the Notes may bear interest at a different Short-Term Rate or a Fixed Rate, and, in addition, distinct Sub-series of the Notes bearing interest at a Commercial Paper Rate may bear interest at distinct Commercial Paper Rates for distinct Commercial Paper Rate Periods, all as set forth in the Indenture.

When interest is payable at a Weekly Rate or Commercial Paper Rate it will be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable, and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months.

5. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest has been paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When Interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") set forth in the second column will be paid on the date (an "Interest Payment Date") set forth in the third column to Noteholders of record on the date (a "Record Date") set forth in the fourth column:

Rate	Interest Period	Interest Payment Date	Record Date
Weekly	From any Interest Payment Date or the first day on which the Notes (or Sub-series, if applicable) bear interest at a Weekly Rate through the day preceding the next Interest Payment Date	First Business Day of each month and at maturity	Last Business Day before the Interest Payment Date
Commercial Paper	From 1 to 270 days as determined for the Notes (or Sub-series, if applicable) pursuant to the Indenture ("Commercial Paper Rate Period")	First Business Day immediately following the applicable Commercial Paper Rate Period and at maturity	Last Business Day before the Interest Payment Date
Fixed	From any Interest Payment Date or the first day on which the Notes (or Sub-series, if applicable) bear interest at a Fixed Rate through each succeeding April 29 or October 30	The day following the end of the Interest Period	The fifteenth day of April or October preceding the Interest Payment Date

The term "Business Day" is defined in the Indenture.

6. Method of Payment. Noteholders must surrender Notes to the Trustee to collect principal or the redemption price (see "Tenders" below). All payments of interest on the Notes shall be paid by the Trustee to Noteholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, in immediately available funds pursuant to instructions given in accordance with the provisions of the Indenture, or if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled thereto at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on the Notes is due on a day other than a Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the purchase of a Note under the provisions of this paragraph 7 at 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase.

(a) Optional Weekly Rate Tender. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is in an Authorized Denomination, by delivering:

(i) an irrevocable written notice to the Trustee and the Remarketing Agent (see addresses below) by 4:00 P.M., New York City time, on a Business Day, stating the principal amount of the Note and the purchase date (which must be a Business Day not less than seven (7) days following the date of such notice); and

(ii) the Note to the Trustee (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below), or while the Notes are in book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made.

Notes Not So Tendered On The Applicable Optional Tender Date Pursuant To Paragraph (a) Above Shall Be Deemed Tendered By The Noteholder Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(b) Mandatory Tenders. The Notes (or Sub-series, if applicable) are required to be tendered to the Trustee for purchase at a purchase price equal

to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Noteholders Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Trustee.

(i) Mandatory Tender on each Interest Payment Date During Commercial Paper Rate Period. When the Notes (or Sub-series, if applicable) bear interest at a Commercial Paper Rate, such Notes shall be subject to mandatory tender as provided above on the Interest Payment Date for such Notes. If Notes are also subject to mandatory tender under paragraph (ii), below, the mandatory tender will be governed by that paragraph and not this paragraph.

(ii) Mandatory Tender Upon a Change in the Interest Rate Determination Method for the Notes. On the effective date of a change in the Interest Rate Determination Method for the Notes (or Sub-series, if applicable) such Notes are subject to mandatory tender as provided above on the effective date of such change.

(c) Payment of Purchase Price. The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, the Note must conform in all respects to the description contained in the applicable notice delivered by the Noteholder pursuant to paragraph 7(a)(i) above, and must be physically delivered to the Trustee properly endorsed for transfer, or while the Notes are in book-entry form, other delivery arrangements satisfactory to the Trustee shall have been made. Any Note delivered to the Trustee must be accompanied by an instrument of transfer executed in blank by the Noteholder with the signature of such Noteholder guaranteed by a bank, trust company or member firm of The New York Stock Exchange, Inc.. The Trustee may refuse to accept tender of a Note delivered to the Trustee if a proper instrument of transfer is not provided.

(d) Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices To  
Remarketing Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Notes (if applicable) And  
Notices To Trustee:

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---



---

Attention: \_\_\_\_\_

These addresses may be changed by notice mailed by first class mail to the Noteholders at their addresses shown in the registration books maintained by the Trustee.

(f) Effect of Redemption or Mandatory Tender. Notes optionally tendered for purchase on a date after a call for redemption but before the redemption date, and Notes optionally tendered for purchase before a mandatory tender date, shall be purchased pursuant to the optional tender.

8. Redemption of Notes Prior to Maturity. All redemptions will be made at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued interest, if any, accrued to the redemption date, as follows:

(a) Optional Redemption. When interest on the Notes (or Sub-series, if applicable) is payable at a Weekly Rate, such Notes may be redeemed in whole or in part at the option of the City on the first Business Day of any month. The Notes (or Sub-series, if applicable) are not subject to optional redemption during any Commercial Paper Rate Period or any Fixed Rate Period.

(b) Mandatory Redemption for Failure to Reinstate the Letter of Credit Upon an Event of Default under the Reimbursement Agreement or not more than sixty (60) Days Following the Last Date for Payment of Taxes. All Notes shall be subject to mandatory redemption by the City (i) in the event that the Trustee receives notice from the Bank[s] that the Letter of Credit in respect of the Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, (ii) in the event the Trustee receives notice from the Bank[s] that an Event of Default has occurred under the Reimbursement Agreement [or (iii) not more than sixty (60) days following the last date for payment without interest or penalty of the taxes levied to pay the amounts appropriated for the funds to which the proceeds of the Notes were deposited[.]

(c) Notice of Redemption. Notice of the redemption of Notes shall be given by the Trustee by first class mail to each Noteholder at his or her address shown on the registration books of the Trustee: (i) in the case of the redemption of Notes pursuant to paragraph 8(a) hereof and clause (iii) of paragraph 8(b) hereof, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, and (ii) in the case of the redemption of Notes pursuant to clause (i) or (ii) of paragraph 8(b) hereof, not less than five (5) days nor more than ten (10) days after the receipt by the Trustee of the notice from the Bank[s] described in clause (i) or (ii) of paragraph 8(b) hereof. Failure to give any required notice of optional redemption as to any Notes or any defect therein shall not affect the validity of the call for redemption of any Notes in respect of which no failure or defect occurs. Failure to give any required notice by mail of mandatory redemption of any Notes or any defect therein shall not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) Effect of Notice of Redemption. When notice of redemption is given as required, Notes (or portions thereof) called for redemption shall become due and payable on the redemption date at the applicable redemption price; provided that funds are deposited with the Trustee sufficient for such redemption, interest on the Notes (or portions thereof) to be redeemed shall cease to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The Notes are issuable in fully registered form in Authorized Denominations. A holder may transfer or exchange Notes in accordance with the Indenture. The Trustee may exchange Notes in accordance with the Indenture. The Trustee may require a Noteholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Notes may be exchanged for other Notes at the principal office of the Trustee upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered Noteholder of this Note shall be treated as the Owner of this Note for all purposes.

11. Unclaimed Money. If moneys for the payment of principal, interest or purchase price remain unclaimed for two (2) years, the Trustee will, upon the request of the City and with the consent of the Bank[s], pay such moneys to or for the account of the City. Thereafter, Noteholders entitled to such moneys must look only to the City and not to the Trustee or the Bank[s] for payment.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of sixty percent (60%) in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City and the Trustee may enter

into amendments or supplements to the Indenture as provided in the Indenture to, among other purposes, cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and at the written request of a majority in aggregate principal amount of the Notes shall, declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in aggregate principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. No member, official, officer, agent or employee, as such, of the City shall have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. Authentication. This Note shall not be valid until the Trustee executes the certificate of authentication on this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as Ten. Com. (= tenants in common), Ten. Ent. (= tenants by the entireties), Jt. Ten. (= joint tenants with right of survivorship and not as tenants in common), Cust. (= Custodian) and U.G.M.A. (= Uniform Gifts to Minors Act).

[Form Of Assignment]

I, or we, assign and transfer to:

Insert social security or other identifying number of assignee

[\_\_\_\_\_]

[\_\_\_\_\_]

\_\_\_\_\_



\_\_\_\_\_  
 (Print or type name, address and zip code of assignee)

this Note and irrevocably appoint \_\_\_\_\_ as agent to transfer this Note on the books of the City. The agent may substitute another to act for him.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
 (Sign exactly as name appears on the other side of this Note)

Signature guaranteed: \_\_\_\_\_

*(Sub)Exhibit "B".*

*1994 Equipment Note.*

Department/Item	Amount
<b>Buildings:</b>	
Computer Equipment	\$ 162,400
<b>Office of Budget and Management:</b>	
Computer Equipment	\$ 75,000
<b>City Clerk:</b>	
Office Equipment	\$1,171,103
Computer Equipment	100,000
<b>Comptroller:</b>	
Computer Equipment	\$ 150,000

Department/Item	Amount
<b>Consumer Services:</b>	
Portable Scale Trailer	\$ 13,000
Vehicles	49,000
Portable Platform Scale	36,000
Computer Equipment	5,500
<b>Cultural Affairs:</b>	
Wheelchair Lift	\$ 25,000
<b>Board of Elections:</b>	
Handicapped Ramps	\$ 170,000
Roller Vote Tabulators	150,000
Voting Booths	380,000
<b>Fire Department:</b>	
Forklift	\$ 18,000
Refrigerant Maintenance Equipment	6,250
Automotive Engine Analyzer	25,000
Tower Ladder Apparatus	600,000
Ladder Trucks	700,000
Rehabilitate Aerial Ladders	600,000
Heavy Rescue Squad	300,000
Vehicles	570,650
Ambulances	900,000

Department/Item	Amount
4x4 for Snow Removal	\$ 45,000
Fire Pumpers	1,710,000
Helicopter Hoist	161,000
Fleet Management:	
Vehicles	\$1,711,500
Fuel Tanker	120,000
Tire Repair Trucks	140,000
Service Body Trucks	160,000
Machinery and Equipment	54,200
Cargo Van	20,000
Pick-Up Truck	17,000
Automobiles	197,900
Forklifts	85,000
Computer Equipment	167,000
Graphics and Reproduction:	
Copiers	\$194,286
General Services:	
Vehicles	\$ 55,000
Equipment and Materials	950,000
Health:	
Clinic Information Billing System	\$650,000

12/1/93

REPORTS OF COMMITTEES

43113

Department/Item	Amount
Computer Equipment	\$ 26,960
Machinery and Equipment	\$ 126,818
Furniture	3,600
<b>Human Relations:</b>	
Computer Equipment	\$ 75,840
<b>Law:</b>	
Copiers	\$ 227,100
Computer Equipment	540,000
<b>MIS:</b>	
Computer Equipment	\$ 876,495
<b>Planning and Development:</b>	
Computer Equipment	\$ 324,973
<b>Police:</b>	
Miscellaneous	\$9,561,927
<b>Public Library:</b>	
Bookstock	\$4,000,000
Computer Equipment	1,000,000
<b>Revenue:</b>	
Miscellaneous	\$2,000,000

Department/Item	Amount
<b>Streets and Sanitation:</b>	
Refuse Trucks	\$ 2,688,000
Small Refuse Trucks	512,000
Salt Spreaders	1,656,000
Supercarts	2,590,000
Street Sweepers	991,100
Tower Truck	135,000
Front End Loaders	380,000
Tow Trucks	400,000
Dumpsters	900,000
Leaf Vacuum/Mulcher	82,000
Computer Equipment	307,798
<b>Transportation:</b>	
Computer Equipment	\$ 200,000
Vehicles	67,500
Machinery and Equipment	175,500
<b>Zoning Board of Appeals:</b>	
Computer Equipment	<u>\$ 6,600</u>
<b>TOTAL:</b>	<b>\$42,500,000</b>

AUTHORIZATION FOR EXECUTION OF EQUIPMENT LEASE  
AND FINANCING AGREEMENT WITH AMERITECH  
CREDIT CORPORATION FOR INTEGRATED  
INFORMATION NETWORK.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a financing agreement between the City of Chicago and Ameritech Credit Corporation, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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, a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution ("City"), previously entered into a contract with the Illinois Bell Telephone Company ("Illinois Bell") for the provision of an integrated information network ("I.I.N."); and

WHEREAS, The I.I.N. provides the City with an extensive internal voice and data telecommunication system which is supported by the appropriate equipment and services; and

WHEREAS, The Ameritech Credit Corporation ("Ameritech") has agreed to make funds available in order for the City to prepay a portion of the money due to Illinois Bell under the I.I.N. agreement, pursuant to the agreement between the City and Ameritech attached hereto as Exhibit A ("Agreement"); and

WHEREAS, The City's monthly payments for the I.I.N. would be substantially reduced under the Agreement, thereby reducing the overall payments made by the City, while maintaining the rights and remedies available pursuant to the I.I.N. agreement; and

WHEREAS, In accordance with and pursuant to the Municipal Purchasing Act for cities of 500,000 or more population, 65 ILCS 5/8-10-1, et seq., the I.I.N. agreement must be amended to reflect the prepayment to Illinois Bell and to enable the City to use additional services ("I.I.N. Amendment"); and

WHEREAS, Such I.I.N. Amendment is germane to the I.I.N. and in the best interest of the City; now, therefore,

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

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

SECTION 2. The City Council of the City hereby approves and the Mayor, the Purchasing Agent and the City Comptroller are authorized to execute, subject to the approval of the Commissioner of the Department of General Services ("Commissioner") and of the Corporation Counsel as to form and legality, the Agreement in substantially the form attached hereto as Exhibit A.

SECTION 3. The Commissioner is hereby authorized to execute such ancillary forms and documents as are necessary to effectuate the purposes of this ordinance.

SECTION 4. This ordinance shall take effect upon passage and approval.

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

*Exhibit "A".*

*Equipment Lease And Financing Agreement.*

*Ameritech Credit Corporation.*

Lease No. \_\_\_\_\_.

Lessee:

Lessor:

City of Chicago ("City")  
510 North Peshtigo Court  
Chicago, Illinois 60611

Ameritech Credit Corporation ("A.C.C.")  
2550 West Golf Road  
Rolling Meadows, Illinois 60195

The City, a home rule municipality under Article VII, Section 6(a), of the Illinois Constitution, and Illinois Bell Telephone ("I.B.T."), an Illinois corporation and a subsidiary of Ameritech Corporation, have entered into an agreement for an Integrated Information Network, dated February 16, 1989, as amended by Addendum No. 2, dated as of December 1, 1993 (the "I.I.N."), attached hereto as (Sub)Exhibit A, and incorporated herein by reference, to provide selected equipment, services, and features ("Equipment") via the central office-based Digital Switching Service, described in (Sub)Exhibit A. A.C.C. is prepared to lend the City funds to prepay certain charges which would be owed by the City to I.B.T. upon receipt of certain goods and services pursuant to the I.I.N. and to finance such charges as set forth in the attached (Sub)Exhibit B ("Financed Charges"). The City is prepared to make payments on the Financed Charges, as described in (Sub)Exhibit B, to A.C.C. by entering into this lease and financing agreement with A.C.C. ("Lease"). On \_\_\_\_\_, 1993, the City Council of Chicago authorized, by ordinance, the execution of a lease agreement in substantially the form of this Lease. Accordingly, in consideration of the mutual covenants and promises contained in this Lease and other good and valuable considerations, the receipt and efficiency of which is acknowledged, the parties agree as follows:



1. Reserved.

2. Term. Except as otherwise provided herein, this Lease will become effective upon the execution hereof by Lessee. The term of this Lease ("Lease Term") will commence on the date this Lease is executed by Lessee, and will continue until the final Lease payment date (the "Lease Payment Date") set forth in (Sub)Exhibit B, unless earlier terminated as expressly provided for in this Lease.

3. Lease Payments. Lessee agrees to pay Lessor lease payments, which shall include an interest component ("Lease Payments"), in the amounts specified in (Sub)Exhibit B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor may from time to time designate in writing) and will commence on the first Lease Payment Date as set forth in (Sub)Exhibit B and continue thereafter on the dates set forth in (Sub)Exhibit B. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will annually submit to the Chicago City Council a request for appropriation sufficient to obtain and maintain funds from which payments may be made as needed during the term of this Lease. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The sources of funds for payments to Lessor under the Lease are set forth in (Sub)Exhibit C.

4. Payment And Release By I.B.T.. This Lease shall not become effective until: (i) I.B.T. shall have been paid the sum of \$11,825,935.00 as prepayment of the Financed Charges; and (ii) I.B.T. shall have delivered to the City and A.C.C. a release in the form set forth in (Sub)Exhibit D, attached hereto and incorporated herein by reference ("Release"), which shall release the City in full from making any future payments to I.B.T. related to the provision of the Equipment and the Financed Charges.

5. Non-Appropriation Of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any fiscal period for Lease Payments or other amounts due under this Lease, this Lease shall terminate on the last day of the fiscal period for which appropriation was made or whenever the funds appropriated for payment under this Lease are exhausted without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor of such occurrence. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the

Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This Section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. Lessee Certification. Lessee represents, covenants, and warrants that: (i) Lessee is a fully constituted political subdivision of the State of Illinois; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms (except to the extent that enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally); and (iv) Lessee shall execute and file the 8038-G information return attached as (Sub)Exhibit E and will comply with such other requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, as the Lessor shall direct, so as not to cause or allow the interest portion of the Lease Payments to become includable in gross income for Federal income tax purposes.

Lessee agrees that: (i) all actions of the City Council required to approve the Lease have been done; (ii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; and (iii) it will not intentionally perform, or fail to perform, any act which would materially adversely affect the validity, enforceability or binding nature of the Lease.

7. Lessor Certification. Lessor represents, covenants, and warrants that, to the best of its knowledge, the component of this Lease constituting interest is exempt from federal income taxation under the Code. However, if for any reason whatsoever, interest paid under this Lease, or any portion thereof, is declared to be subject to federal income taxes, and any costs, charges, or liabilities are incurred by Lessor as a result of that decision, Lessor shall not be entitled to any increase in Lessee's monthly payments due under this Lease.

In addition, Lessor agrees to indemnify, keep, save and hold the City, its officers, officials, employees, and agents free and harmless from and against any reasonable costs and expenses, including, without limitation, attorneys or other professional fees, incurred by the City, arising directly or indirectly from, or in connection with, the tax status of this Lease and resulting from the intentional misconduct or negligence of the Lessor.

8. Assignment. Without Lessor's prior written consent, Lessee will neither (i) assign, transfer, pledge, hypothecate, grant any security

interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment, nor (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, and successors of the parties hereto. Lessor may not sell or assign its rights, title and interest in and to any or all of this Lease or the Equipment and/or sell, grant, or assign a security interest in this Lease or in the Equipment. Any such sale, grant, or assignment shall be void and of no effect.

#### 9. Default By Lessor.

A. Events Of Default By Lessor. For the purposes of this Lease, the term "Event of Default by Lessor" means the occurrence of any one or more of the following events: (i) Lessor fails to perform or observe any covenant, condition, or agreement to be performed or served by it hereunder and Lessor does not, within twenty (20) days after written notice from the Lessee, initiate and diligently pursue appropriate measures to remedy such failure; and (ii) the discovery by Lessee that any statement, representation, or warranty made by Lessor in this Lease or in any writing ever delivered by Lessor pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect.

B. Lessee's Remedies. Upon the occurrence of an Event of Default by Lessor, Lessee shall be entitled to: (i) withhold any and all Lease Payments due under this Lease until such Event of Default is cured; (ii) terminate this Lease, in whole or in part, in which case Lessee's obligations to pay Lessor under this Lease Agreement shall cease; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable law or by appropriate court action at law or in equity.

#### 10. Default By Lessee.

A. Events of Default by Lessee. For the purposes of this Lease, the term "Event of Default by Lessee" means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for thirty (30) days after written notice thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and Lessee does not, within twenty (20) days after written notice from the Lessor, initiate and diligently pursue appropriate measures to remedy such failure; or (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in any writing ever delivered by Lessee pursuant hereto

or in connection herewith is false, misleading, or erroneous in any material respect.

B. Lessor's Remedies. Upon the occurrence of an Event of Default by Lessee, and as long as such Event of Default by Lessee is continuing, Lessor shall be entitled to: (i) by written notice to Lessee, declare an amount equal to all principal and accrued interest then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs, to be immediately due and payable, whereupon the same shall become immediately due and payable to the extent of available funds; (ii) terminate this Lease, in whole or in part; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable law or by appropriate court action by law or in equity.

11. Notices. All notices to be given under this Lease shall be made in writing and either personally delivered or mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received when delivered if delivered personally or five (5) days subsequent to mailing.

12. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the text shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Lease.

13. Governing Law. This Lease shall be construed in accordance with, and governed by the laws of, the State of Illinois.

14. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

15. Entire Agreement; Waiver. This Lease, together with all attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the

written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

16. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

17. Reserved.

18. Inspector General. Lessor, any and all subcontractors, and their officers, directors, agents, partners, and employees will cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of the City of Chicago (the "Municipal Code"). Lessor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts shall inform subcontractors of this provision and require understanding and compliance herewith.

19. Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Lessor: (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Lessor shall comply with The Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended, by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. 6101-06 (1988); Rehabilitation Act of 1973, 29 U.S.C. 793-94 (1988); Americans with Disabilities Act, P.L. 101-596; and 41 C.F.R. Part 60, et seq. (1990).

B. State Requirements.

The Lessor shall comply with the Illinois Human Rights Act, I.L.C.S. 1992, Chapter 775, Section 5/1-101, et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, the Lessor shall comply with the Discrimination in Public Contracts Act, as amended, I.L.C.S. 1992, Chapter 775, Section 1-.1, et seq..

C. City Requirements.

The Lessor shall comply with the Chicago Human Rights Ordinance, Section 2-160-010, et seq., of the Municipal Code. Further, Lessor shall furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Subcontractors.

The Lessor agrees that all of the above provisions (A), (B) and (C), will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, subcontractors, and labor organizations which may provide any materials, labor, or services in connection with this Lease.

20. Anti-Scofflaw. In accordance with Section 2-92-380 of the Municipal Code and in addition to any other rights and remedies (including any of set-off) available to the City under the Lease contract or permitted at law or in equity, the City shall be entitled to set off a portion of the payments due under the Lease in an amount equal to the amount of fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the Lessor 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.

(2) Notwithstanding the provisions of subsection (1) above, no such debt(s) or outstanding parking violation complaint(s) shall be offset if one or more of the following conditions are met:

- (a) The Lessor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and the Lessor is in compliance with the agreement; and
- (b) The Lessor is contesting liability for the amount of the outstanding parking violation complaint and/or debt in a pending administrative or judicial proceeding; and
- (c) The Lessor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

21. Non-Liability of City Officials. No official, employee or agent of the City shall be charged personally by Lessor with any liability or expense of defense or be held liable to them under any term or provision of this Lease, or because of the City's execution or attempted execution, or because of any breach hereof.

22. Conflict of Interest. No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City, or other unit of government, who exercises any decision-making authority with regard to this Lease or any governmental functions or responsibilities in relation to the subject matter to which this Lease pertains, shall have any personal financial interest, direct or indirect, in this Lease.

Lessor covenants that its officers and employees presently have no interest and shall not acquire any interest, direct or indirect, in the subject matter to which this Lease pertains which would conflict in any manner or degree with the performance of the Lease. The Lessor further covenants that in the performance of this Lease no person having any such interest shall be employed. The Lessor has executed the certification attached hereto and incorporated herein in (Sub)Exhibit F, including the Disclosure of Ownership Interests Section.

In Witness Whereof, The parties have executed this Lease, as of the 1st day of December, 1993.

Lessee: City of Chicago

Lessor: Ameritech Credit Corporation

By: \_\_\_\_\_  
Richard M. Daley  
Mayor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Comptroller

By: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_  
Commissioner  
Department of General Services

Approved As To Form And Legality:

By: \_\_\_\_\_  
Assistant Corporation Counsel

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

[(Sub)Exhibit "E" attached to this Equipment Lease and  
Financing Agreement printed on page 43179  
of this Journal.]

(Sub)Exhibits "A", "B", "C", "D" and "F" attached to this Equipment Lease  
and Financing Agreement read as follows:



(Sub)Exhibit "A".

*Addendum No. 002 To The February 16, 1989 Agreement  
Between Illinois Bell Telephone Company And The  
City Of Chicago For Integrated Information  
Network Service ("I.I.N. Agreement").*

Effective Date Of Addendum No. 002: December 1, 1993.

Illinois Bell Telephone Company ("Illinois Bell") and the City of Chicago (the "City") hereby mutually agree to the following which will amend the I.I.N. Agreement entered into between Illinois Bell and the City:

1. Section 3.1.2 of the I.I.N. Agreement, as amended by Addendum No. 001 dated December 26, 1989, is deleted in its entirety and the following is inserted in lieu thereof:

3.1.2 The City agrees to pay the following Initial Non-Recurring Charge ("I.N.C.") for the following I.I.N. services, ("Common Equipment System") and Illinois Bell agrees to furnish and maintain the Common Equipment System for a period of ten (10) years commencing upon the effective date of this Addendum No. 002:

I.N.C.

Common Equipment System:  
Includes S.T.F. for 9,100 pairs  
(as configured in Attachment 1),  
activation of 12,500 I.I.N. voice  
lines, 3-Uniform Call Distribution  
groups, 14 ACD positions<sup>1</sup> from  
the Illinois Dearborn Central  
Office, 3 six-port conference  
circuits, 1 paging circuit  
termination, 3 announcement  
channel terminations, 16 trunk  
groups, 108 foreign exchange  
trunk terminations and 34 1.544  
Mbps trunk terminations.

\$11,825,935.00<sup>2</sup>

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<sup>1</sup>Requires an Electronic Key line at the rates specified in Section 3.1.3.

<sup>2</sup>This rate includes End User Common Line Charge and the Handicapped Surcharge.

All voice lines covered under this Addendum No. 002 may be converted or upgraded to a higher level of service, as specified in Section 2 of this Addendum No. 002, without penalty. If any such lines are converted, the City shall pay additional charges for the upgraded service in accordance with the rates set forth below in Section 2 of this Addendum No. 002 (amending the rate schedule in Section 3.1.3 of the I.I.N. Agreement).

2. Section 3.1.3 of the I.I.N. Agreement is amended, as follows:

Delete:

	I.N.C.	Monthly
Additional Electronic Key primary line, each	\$29.10	\$ 10.70
Additional Datapath line, each	\$20.65	\$ 11.95

Insert:

	I.N.C.	Monthly
Electronic Key line, each	\$8.45 <sup>3</sup>	\$ 1.20 <sup>3</sup>
Datapath line, each	--	\$ 2.60 <sup>3</sup>
Extended Baseband Datapath <sup>4</sup>	\$600.00 <sup>5</sup>	\$98.00 <sup>5</sup>
I.S.D.N. "U" Interface, each	\$105.00	\$ 9.20 <sup>3</sup>

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<sup>3</sup> This rate is in addition to the I.I.N. voice line rate.

<sup>4</sup> Provided pursuant to I.C.C. No. 5, Part 2, Section 8.

<sup>5</sup> Rates for interoffice 56 Kbps channels as specified in I.C.C. No. 15, Section 7.5.13 and rates for Datapath local distribution channels as specified in Section 3.1.3 of the I.I.N. Agreement are applicable in addition to this rate.

## Insert:

	I.N.C.	Monthly
I.S.D.N. Electronic Key, each	\$30.00	\$ 1.00 <sup>6</sup>
I.S.D.N. Circuit Switched Data, each	\$10.00	\$ 3.50 <sup>6</sup>
I.S.D.N. "B" Channel Packet, each	\$50.00	\$35.00 <sup>6</sup>
I.S.D.N. "D" Channel Packet, each	\$10.00	\$ 2.75 <sup>6</sup>

3. Section 4.11 of the I.I.N. Agreement is deleted in its entirety and the following is inserted in lieu thereof:

4.11 Terms of Payment.

The I.N.C. specified in Paragraph 1 of this Addendum No. 002 shall become due and owing by the City to Illinois Bell upon the Effective Date of the Addendum No. 002. The City shall direct Ameritech Credit Corporation to pay the I.N.C. specified in Paragraph 1 of this Addendum No. 002 to Illinois Bell on the Effective Date. The City shall be liable to Illinois Bell for any additional services ordered pursuant to Section 3.1.3 or pursuant to any tariff approved by the Illinois Commerce Commission upon installation of such services.

All payments due to Illinois Bell will be in accordance with Illinois Bell's standard invoice procedures. Invoices shall be sent to:

Manager of Telecommunications  
Bureau of Telecommunications  
City of Chicago  
510 North Peshtigo Court, Room 6B  
Chicago, Illinois 60611  
Attention: Douglas Power

---

<sup>6</sup>Requires as I.S.D.N. "U" Interface.

4. Attachment 1 of the I.I.N. Agreement as amended by Addendum No. 001 is deleted in its entirety and new Attachment 1 attached to this Addendum No. 002 is inserted in lieu thereof.
5. In the event of an interruption of service, for which the City is entitled to a credit allowance pursuant to Section 9.3 of the I.I.N. Agreement, the City shall have the option of accepting such credit allowance against payments due Illinois Bell or requesting a refund in the same amount as such credit allowance. In addition, in the event the I.I.N. Agreement is terminated in whole or in part, the City shall be entitled to an immediate refund equal to a pro-rata share of the I.N.C. specified in Paragraph 1 of the Addendum No. 002 based upon the remaining under the I.I.N. Agreement prior to such termination.
6. Section 2.1 of the I.I.N. Agreement is amended to provide that the Agreement shall remain in effect for a term of ten (10) years after the effective date of this Addendum No. 002.
7. The above provisions are incorporated into the I.I.N. Agreement as if specifically set forth therein. Except as specifically provided for herein all other terms and conditions contained in the I.I.N. Agreement shall remain in full force and effect.

In Witness Whereof, The parties have caused this Addendum Number 002 to the I.I.N. Agreement to be executed as of the Effective Date, first written above, such Parties acting by their duly authorized representatives.

Illinois Bell Telephone Company

City of Chicago

By: \_\_\_\_\_

By: \_\_\_\_\_  
Richard M. Daley  
Mayor

Attest:

\_\_\_\_\_  
Rita Shults  
Assistant Corporate Secretary

By: \_\_\_\_\_  
Comptroller

By: \_\_\_\_\_  
Purchasing Agent

(Seal)

By: \_\_\_\_\_  
Commissioner  
Department of General Services

Approved As To Form And Legality:

By: \_\_\_\_\_  
Assistant Corporation Counsel

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public Signature

My commission expires: \_\_\_\_\_.

Attachment 1 to this Addendum Number 002 (Integrated Information Network Agreement) reads as follows:

*Attachment 1.**Service Transport Facilities.*

NETPOP Location	Cable Size	Serving Central Office	Host/Remote
845 West Wilson Avenue	100 Pair	Edgewater	III Dearborn
121 North LaSalle Street	2,800 Pair	Franklin	III Dearborn
30 North LaSalle Street	400 Pair	Franklin	III Dearborn
78 East Randolph Street	100 Pair	Franklin	III Dearborn
55 West Washington Street	600 Pair	Franklin	III Dearborn
320 North Clark Street	300 Pair	III Dearborn	III Dearborn
510 North Peshtigo Court	900 Pair	III Dearborn	III Dearborn
3151 West Harrison Street	100 Pair	Kedzie	Monroe
10 South Kedzie Avenue	100 Pair	Kedzie	Monroe
5555 West Grand Avenue	100 Pair	Merrimac	Monroe
1300 West Jackson Boulevard	100 Pair	Monroe	Monroe
1224 West Van Buren Street	100 Pair	Monroe	Monroe

NETPOP Location	Cable Size	Serving Central Office	Host/Remote
1248 West Washington Street	100 Pair	Monroe	Monroe
6337 South Woodlawn <sup>7</sup> Avenue	100 Pair	Dorchester	Stewart
200 East 115th	100 Pair	Pullman	Stewart
2938 East 89th	100 Pair	South Chicago	Stewart
8516 South Commercial Avenue	100 Pair	South Chicago	Stewart
3113 West Cermak Road	100 Pair	Lawndale	Wabash
4314 South Cottage Grove Avenue	200 Pair	Oakland	Wabash
4230 South Greenwood Avenue	100 Pair	Oakland	Wabash
333 South State Street	800 Pair	Wabash	Wabash
318 South Michigan Avenue	500 Pair	Wabash	Wabash
1121 South State Street	600 Pair	Wabash	Wabash
400 South State Street	600 Pair	Wabash	Wabash

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<sup>7</sup> 2001D channels required for this location.

*(Sub)Exhibit "B".*

To That Certain Lease Purchase Agreement ("Agreement"), Dated As Of December 1, 1993, Between Ameritech Credit Corporation ("Lessor") And The City Of Chicago ("Lessee").

## Schedule Of Payments.

Cost	\$12,425,830.81
Down Payment	\$-0-
Amount to Finance	\$12,425,830.81*
Term	120 Months
120 Payments	\$139,593.13/Month
Interest Rate	6.38%

The First Lease Payment Is Due December \_\_\_\_, 1993, And Each Subsequent Lease Payment Is Due On The First Day Of The Next Month. The Concluding Payment Is Due On November 1, 2003.

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\* Calculated as follows:

\$11,825,935.00	=	Pre-payment to I.B.T.
591,296.75	=	Telecommunication Excise Tax (T.E.T.)
<u>8,599.06</u>	=	State Additional Charge Tax (S.A.C.)
\$12,425,830.81	=	Total Paid to I.B.T. and Amount Financed by A.C.C..



*(Sub)Exhibit "C".*

*City Of Chicago Centrex Accounts -- Fiscal Year 1993.*

Fund: 100

Dept.	No.	Orgn.	Appr.
Mayr.	01	2005	0190
Momi.	03	2005	0190
Budg.	05	2005	0190
Miss.	06	2005	0190
Plan and Dev.	08	2005	0190
Moi.	11	2005	0190
Cncl.	15	2005	0190
Cncf.	15	2010	0190
Mlib.	17	2005	0190
Cult.	23	2005	0190
Clrk.	25	2005	0190
Comp.	27	2005	0190
Comf.	27	2010	0190
Tres.	28	2005	0190
Revn.	29	2005	0190
Rev.	29	2010	0190
Legl.	31	2005	0190
Civs.	33	2005	0190

## Fund: 100

Dept.	No.	Orgn.	Appr.
Prch.	35	2005	0190
Cnet.	38	2015	0190
Elec.	39	2005	0190
Fleet Mgmt.	40	2035	0190
Hlth.	41	1005	0190
Humr.	45	2005	0190
Hsrv.	53	2005	0190
Pold.	57	4005	0190
Fire	59	2005	0190
Fire/Emerg./Disas.	59	2010	0190
Zone	61	2005	0190
Zbda.	63	2005	0190
Ldmk. (see Planning Dept.)		2005	0190
Bldg.	67	2005	0190
Cswm.	71	2005	0190
Envr.	72	2005	0190
Anml.	73	2005	0190
Lclc.	75	2005	0190
Lica.	77	2005	0190
Beth.	78	2005	0190
Catv.	79	2005	0190

## Fund: 100

Dept.	No.	Orgn.	Appr.
Sanb.	81	2005	0190
Sadm.	81	2006	0190
Sabb.	81	2020	0190
Rodc.	81	2025	0190
Sane.	81	2030	0190
Sand.	81	2035	0190
Sana.	81	2040	0190
Sfor.	81	2060	0190
Sala.	81	2070	0190
C.D.O.T. Comis.	84	2005	0190
C.D.O.T. Fince.	84	2015	0190
C.D.O.T. Neimp.	84	2025	0190
C.D.O.T. Insp.	84	2030	0190
C.D.O.T. Hybrd.	84	2035	0190
C.D.O.T. Mastr.	84	2045	0190
C.D.O.T. Bur. Brid.	84	2050	0190
C.D.O.T. Spec. Ser.	84	2060	0190
C.D.O.T. Street	84	2070	0190
Fin. Gen.	99	2005	0190

## Fund: 171

Envir.	72	2005	0190
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## Fund: 200

Dept.	No.	Orgn.	Appr.
Watr.	87	2005	0190
Wtre.	87	2007	0190
Wtrf.	87	2015	0190
Watr. Meter	87	2020	0190
Watr. Dis.	87	2025	0190
Watr. Pur.	87	2035	0190
Watr. Pum.	87	2040	0190

## Fund: 265 Fed.

Moet.	13	2005	0190
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## Fund: 277 Fed.

Aged	47	2005	0190
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## Fund: 300

Clrk.	25	2005	0190
Legl.	31	2005	0190
Sanx.	81	2015	0190
Sabb.	81	2020	0190
Stop.	81	2045	0190
Stow.	81	2070	0190

## Fund: 300

Dept.	No.	Orgn.	Appr.
C.D.O.T. Neimp	84	2025	0190
C.D.O.T. Traff.	84	2040	0190
C.D.O.T. Spec. Ser.	84	2060	0190
C.D.O.T. Street	84	2070	0190

## Fund: 314

Sewr.	89	2005	0190
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## Fund: 321 Fed.

Hous.	21	2505	0190
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## Fund: 346

Cpls.	91	2005	0190
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## Fund: 355

Evnt.	24	2005	0190
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## Fund: 610

Avia. Midway	85	2010	0190
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## Fund: 701

Dept.	No.	Orgn.	Appr.
Skwy.	81	2080	0190

## Fund: 740

Comp.	27	2005	0190
Legl.	31	2005	0190
Prch.	35	2005	0190

## Fund: 724 Fed.

Hsrv.	53	2005	0190
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## Fund: 740

Avia.	85	2015	0190
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*(Sub)Exhibit "D".*

*Release.*

Illinois Bell Telephone ("I.B.T.") hereby acknowledges the receipt of an Initial Non-Recurring Charge ("I.N.C.") from the City of Chicago ("City") in the amount of \$11,825,935.00. The I.N.C. represents the payment in full for certain services and equipment provided by I.B.T. defined as the Common Equipment System in Addendum No. 002 to the Integrated Information Network Agreement ("I.I.N."). No further charges for the Common

Equipment System shall accrue against the City after execution of this Release.

The execution and delivery of this Release shall not be deemed to reduce or limit the obligation of I.B.T. to furnish the Common Equipment System to the City pursuant to: (i) the I.I.N., (ii) any other agreement between the City and I.B.T., or (iii) applicable Tariff.

Illinois Bell Telephone

By: \_\_\_\_\_

Its: \_\_\_\_\_

*(Sub)Exhibit "F".*

*Contractor's Affidavit.*  
(Ameritech Credit Corporation)

Specification Number: \_\_\_\_\_

Bidder/Proposer Name: Ameritech Credit Corporation

Bidder/Proposer Address: 2550 West Golf Road

Rolling Meadows, Illinois 60008

Federal Employer I.D. Number: 36-3284986

or Social Security Number: \_\_\_\_\_

Instructions: For Use With A Non-Bid, Non-Professional Services Contract Funded By City, State Or Federal Funds Except U.S.D.O.T. Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pp. 1 -- 4), II (p. 4), III (p. 6), IV (p. 8) and VII (p. 10) which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section IX (p. 10).

Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Jeff Mason, as Controller  
(Name) (Title)

and on behalf of Ameritech Credit Corporation ("Contractor") having been duly  
(Business Name)

sworn under oath certifies that:

I.

*Disclosure Of Ownership Interests.*

Pursuant to Sections 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a:  Corporation  Sole Proprietor  
(Check One)  Partnership  Not-for-Profit Corporation  
 Joint Venture  Other

*Section 1.*

*For-Profit Corporations.*

- a. Incorporated in the State of Delaware
- b. Authorized to do business in the State of Illinois: Yes  No



- c. Names of all Officers of Corporation (or Attach List):
- |                         |                          |                         |                          |
|-------------------------|--------------------------|-------------------------|--------------------------|
| Name<br>(Print or Type) | Title<br>(Print or Type) | Name<br>(Print or Type) | Title<br>(Print or Type) |
|-------------------------|--------------------------|-------------------------|--------------------------|

<u>R. Scott Horsley</u>	<u>President</u>	<u>Bruce B. Howat</u>	<u>Assistant Secretary</u>
<u>Robert J. O'Toole</u>	<u>CFO/Treasurer</u>	_____	_____
<u>Jeffrey R. Mason</u>	<u>Controller</u>	_____	_____
<u>Marilyn S. Spracker</u>	<u>Secretary</u>	_____	_____

- 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
<u>Ameritech Corporation</u>	<u>30 South Wacker Drive Chicago, Illinois 60606</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other corporations? Yes [] No [  ]

If "Yes", provide the above information, as applicable, 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
N/A		%
		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 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 2.*

*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 3.*

*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 3.

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

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

N/A

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- 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:

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*Section 4.*

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

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity

holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

N/A

Section 5.

Not-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 all Officers of Corporation (or Attach List):      Names of all Directors of Corporation (or Attach List):

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

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of the City of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, 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.

## II.

*Affidavit Of Local Business.*

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No:   x
- 2) How many persons are currently employed by bidder/proposer?   67
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes:   x   No: \_\_\_\_\_

If "Yes", list such bidder/proposer business addresses:

\_\_\_\_\_ See attached Exhibit "A"  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations?   0
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes:   x   No: \_\_\_\_\_

*III.**Contractor Certification.***A. Contractor.**

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity<sup>1</sup> of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity<sup>1</sup>, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity<sup>1</sup> during a period of 3 years prior to the date of award of the subcontract:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>3</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1991, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging<sup>3</sup> during a period of five years prior to the date of submittal of this bid, proposal or response<sup>2</sup>.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted

of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1991, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating<sup>4</sup>.

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

B. Subcontractor.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity<sup>1</sup>, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section III A1 (a) or (b) of this certification, (b) bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup>, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity<sup>1</sup> of any agent, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section III A1 (a) or (b) of this certification; or (b) of bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup> or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

#### C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1. J.R.M. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. \_\_\_\_\_ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. \_\_\_\_\_ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above<sup>5</sup>.

#### D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:



- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D1(a) above; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
2. If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.
  3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph (D)(1) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

#### F. Punishment.

A Contractor who makes a false statement, material to Section III(A)(2) of this certification commits a Class 3 felony, Ill. Rev. Stat. 1989, Ch. 38, 33E-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, Ill. Rev. Stat., Ch. 24, 11-42.1-1.

#### Notes 1 -- 5 For Section III, Contractor Certification.

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

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

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

such a price or other material term or terms that he does not intend the bid to be accepted, Ill. Rev. Stat., 1991, Ch. 38, §33E-3.

4. For purposes of Section IIIA of this Certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1991, Chapter 38, §33E-4.

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

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

#### IV.

#### *Anti-Apartheid.*

Contractor certifies that the terms used in this Certification 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 completing this Section IV, authorized signatory must, if appropriate, place his/her initials in brackets (A) and/or (B) below. If unable to certify as to the statements contained in (A) or (B) below, please contact the Department of Purchases, Contracts and Supplies for the City of Chicago.

- A. (J.R.M.) The Contractor certifies that neither it nor any of its affiliates does business in South Africa or with any public or private entity located in South Africa.
- B. (J.R.M.) Further, no goods to be provided to the City by the Contractor or by any of its subcontractors under this contract were principally manufactured, produced, assembled, grown or mined in South Africa.

In The Event That This Contract Is Funded In Whole Or In Part By Federal Funds, The Contractor Shall Comply With Sections V Through VII Below.

V.

*Certification Of Restriction On Lobbying.*

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.

Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

## VI.

### *Certification Of Nonsegregated Facilities.*

- A. By submission of this proposal, bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- B. "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- C. The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will: 1) Obtain identical certifications from proposed subcontractors before the award of subcontracts exceeding \$10,000 under which the subcontractor will be subject to the Equal Opportunity clause; 2) Retain the certifications in the files; and 3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).
- D. Notice To Prospective Subcontractors Of Requirements For Certifications Of Nonsegregated Facilities.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certifications may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The Penalty For Making False Statements In Offers Is Prescribed In 18 U.S.C. 1001.

VII.

*Equal Employment Opportunity.*

The Equal Employment Opportunity Regulations of the Secretary of Labor (Volume 33, Federal Register, Section 60-1.7(b)(1)) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

2. If answer to Number 1 is yes, have you filed with the Joint Reporting Committee, the Director of O.F.C.C., any federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

Yes

No

VIII.

*Incorporation Into Contract And Compliance.*

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

IX.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor as set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Jeffery R. Mason  
Signature of Authorized Officer

Jeffery R. Mason  
Name of Authorized Officer  
(Print or Type)

Controller  
Title

(708) 290-5080  
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 4th day of October, 19 93  
by Jeffery R. Mason (Name) as Controller (Title) of  
Ameritech Credit Corporation (Contractor).

(Signed) Edith A. Dobrowolski  
Notary Public Signature

Official Seal  
Edith A. Dobrowolski  
Notary Public, State of Illinois  
My commission expires June 22, 1996.

Exhibit "A" attached to this Contractor's Affidavit reads as follows:

*Exhibit "A".*

*Ameritech Credit Corporation Business Addresses.*

Ameritech Credit Corporation  
2550 West Golf Road  
Rolling Meadows, Illinois 60008

Ameritech Credit Corporation  
Oak Tree Place, Suite 400  
6111 Oak Tree Boulevard  
Independence, Ohio 44131-2589

Ameritech Credit Corporation  
8044 Montgomery Road, Suite 700  
Cincinnati, Ohio 45236

Ameritech Credit Corporation  
135 North Pennsylvania, Suite 1400  
Indianapolis, Indiana 46204

Ameritech Credit Corporation  
29777 Telegraph Road, Suite 4080  
Southfield, Michigan 48034

Ameritech Credit Corporation  
17950 West Corporate Drive, 2nd Floor  
Brookfield, Wisconsin 53045



Ameritech Credit Corporation  
Two Westbrook Corporate Center, Suite 500  
Westchester, Illinois 60153

Board Of Directors

William L. Weiss  
Chairman of the Board  
and Chief Executive Officer

James A. Henderson  
President and Chief Operating  
Officer  
Cummins Engine Company, Inc.

Richard H. Brown  
Vice Chairman

Hal C. Kuehl  
Retired Chairman  
Firststar Corporation

Weston R. Christopherson  
Retired Chairman  
Northern Trust Corporation

Lynn M. Martin  
Former U.S. Secretary of Labor,  
Fellow, John F. Kennedy School of  
Government, Harvard University

Donald C. Clark  
Chairman of the Board  
and Chief Executive Officer  
Household International, Inc.

John B. McCoy  
Chairman of the Board and  
Chief Executive Officer  
Banc One Corporation

Richard M. Gillett  
Retired Chairman  
Old Kent Financial Corporation

Richard C. Notebaert  
Vice Chairman

Mary L. Good, Ph.D.  
Senior Vice President  
Allied Signal Inc.

John D. Ong  
Chairman of the Board and  
Chief Executive Officer  
The BF Goodrich Company

Hanna Holborn Gray, Ph.D.  
President  
The University of Chicago

Louis J. Rutigliano  
Vice Chairman

## Notes:

Robert L. Barnett, Vice Chairman  
and President of the Ameritech Bell  
Group, retired May 31, 1992.

William H. Springer  
Vice Chairman  
retired August 1, 1992.

Ormand J. Wade  
Vice Chairman  
retired December 30, 1992.

Robert C. Ernest  
retired President  
Kimberly Clark Corporation  
died August 6, 1992.

## Corporate Executives

William L. Weiss  
Chairman of the Board and  
Chief Executive Officer

Allen J. Arlow  
Vice President  
Government Affairs

Richard H. Brown  
Vice-Chairman

Ronald L. Blake  
Vice President and Treasurer

Richard C. Notebaert  
Vice Chairman

Terry L. Bruce  
Vice President  
Federal Relations

Louis J. Rutigliano  
Vice Chairman

Betty F. Elliott  
Vice President and Comptroller

John A. Edwardson  
Executive Vice President and  
Chief Financial Officer

James R. Heidenreich  
Vice President  
Corporate Strategy

Thomas P. Hester  
Executive Vice President and  
General Counsel

Richard W. Pehlke  
Vice President  
Investor Relations

Gary G. Drook  
Senior Vice President  
Market Development

Thomas J. Quarles  
Vice President and  
Associate General Counsel

Martha L. Thorton  
Senior Vice President  
Human Resources

Lawrence E. Strickling  
Vice President and  
Associate General Counsel

Bernard M. Windon  
Senior Vice President  
Corporate Communications

Bruce B. Howat  
Secretary

#### Subsidiary Company Presidents

Barry K. Allen  
Wisconsin Bell

Gerald I. Malik  
Ameritech Development

Andres B. Bande  
Ameritech International

Roger L. Plummer  
Ameritech Information Systems

Richard H. Brown  
Illinois Bell

Thomas J. Reiman  
Indiana Bell

Carl J. Grivner  
Ameritech Publishing

John E. Rooney  
Ameritech Mobile Communications

R. Scott Horsley  
Ameritech Credit

Jacqueline F. Woods  
Ohio Bell

Robert L. Hurst  
Michigan Bell

## Investor Information

### Annual Meeting

The 1993 annual shareowners meeting was held at 10:00 A.M., CDT, on Wednesday April 21, 1993, in the McMahon Room at McCormick Place -- East, 2301 South Lake Shore Drive, Chicago, Illinois.

### Ameritech Shareowners Services

For inquiries regarding stock-related matters, including dividend payments, direct deposit of dividends, stock transfers and the Ameritech Dividend Reinvestment and stock purchase plan, call toll free: 1-800/233-1342; from outside the United States, call collect: 212/732-5646; or write to: Ameritech, c/o First Chicago Trust Company of New York, P.O. Box 3993, New York, New York 10008-3993.

Shareowners and impaired hearing can contact Shareowners Services by using a TDD/TTY teletypewriter and typing 1-800/822-2794.

### General Information

Requests for financial information should be directed to the vice president -- investor relations at the company's headquarters: Ameritech Corporation, 30 South Wacker Drive, Chicago, Illinois 60606; or call: 312/750-5000.

Copies of Form 10-K Annual Report to the Securities and Exchange Commission can be obtained, without charge, from the company's investor relations department.

A report on Ameritech philanthropy is available from the Ameritech Foundation, 30 South Wacker Drive, Chicago, Illinois 60606.

### Trading And Dividend Information

1992	High	Low	Dividends Declared
1st Quarter .....	65-3/4	56-1/4	\$.88
2nd Quarter .....	65	56-1/2	\$.88

1992	High	Low	Dividends Declared
3rd Quarter .....	70-5/8	63	\$.88
4th Quarter .....	74	63-3/8	\$.92
1991			
1st Quarter .....	69-3/4	62-5/8	\$.85
2nd Quarter .....	67-7/8	55-3/4	\$.85
3rd Quarter .....	63-1/8	58-1/2	\$.85
4th Quarter .....	64-3/4	58-3/8	\$.88

Ticker symbol -- AIT

Newspaper stock table listing -- Ameritech or Amrtch

Ameritech Corporation  
30 South Wacker Drive  
Chicago, Illinois 60606  
312/750-5000

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*Contractor's Affidavit.*  
(Illinois Bell Telephone)

Specification Number: \_\_\_\_\_

Bidder/Proposer Name: Illinois Bell Telephone

Bidder/Proposer Address: 225 West Randolph Street

Chicago, Illinois 60606

Federal Employer I.D. Number: 361253600

or Social Security Number: \_\_\_\_\_

Instructions: For Use With A Non-Bid, Non-Professional Services Contract Funded By City, State Or Federal Funds Except U.S.D.O.T. Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pp. 1 -- 4), II (p. 4), III (p. 6), IV (p. 8) and VII (p. 10) which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section IX (p. 10). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned  Daniel E. Roberts , as  Director Business Services   
 (Name) (Title)  
 and on behalf of  Illinois Bell Telephone Co.  ("Contractor") having been duly  
 (Business Name)  
 sworn under oath certifies that:

I.

*Disclosure Of Ownership Interests.*

Pursuant to Sections 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a:  Corporation  Sole Proprietor  
 (Check One)  Partnership  Not-for-Profit Corporation  
 Joint Venture  Other

*Section 1.*

*For-Profit Corporations.*

a. Incorporated in the State of  Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of all Officers of Corporation (or Attach List):		Names of all Directors of Corporation (or Attach List):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)

<u>Doug Whitley</u>	<u>President</u>	_____	_____
<u>John Ake</u>	<u>Vice-President Regulatory</u>	_____	_____
<u>Ed Butts</u>	<u>Vice-President General Counsel</u>	_____	_____
<u>Rich Kuzmar</u>	<u>Vice-President Comptroller</u>	_____	_____

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. Is the corporation owned partially or completely by one or more other corporations? Yes [x] No [ ]

If "Yes", provide the above information, as applicable, 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
Wholly Owned by Ameritech	See Attached Annual Report	%
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 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 2.*

*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 3.*

*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 3.

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

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

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:

N/A

*Section 4.*

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

If the bidder/proposer is a land trust, business trust, estate or other similar

commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

N/A

Section 5.

Not-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 all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Names of all Officers of Corporation (or Attach List):		Names of all Directors of Corporation (or Attach List):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of the City of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, 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.

## II.

*Affidavit Of Local Business.*

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?  
Yes:  No:
- 2) How many persons are currently employed by bidder/proposer? \_\_\_\_\_
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes:  No:

If "Yes", list such bidder/proposer business addresses:

\_\_\_\_\_ Various locations within Illinois \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? \_\_\_\_\_
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes:  No:

*III.**Contractor Certification.**A. Contractor.*

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity<sup>1</sup> of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity<sup>1</sup>, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity<sup>1</sup> during a period of 3 years prior to the date of award of the subcontract:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>3</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1991, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging<sup>3</sup> during a period of five years prior to the date of submittal of this bid, proposal or response<sup>2</sup>.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the

Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1991, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating<sup>4</sup>.

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

B. Subcontractor.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity<sup>1</sup>, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section III A1(a) or (b) of this certification, (b) bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup>, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity<sup>1</sup> of any agent, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section III A1 (a) or (b) of this certification: or (b) of bid rigging<sup>3</sup>, bid rotating<sup>4</sup> or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A1 (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B(1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

#### C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1.   x   Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2.        Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3.        Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above<sup>5</sup>.

#### D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D1(a) above; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.
  3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph (D)(1) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

#### F. Punishment.

A Contractor who makes a false statement, material to Section III(A)(2) of this certification commits a Class 3 felony, Ill. Rev. Stat. 1989, Ch. 38, 33E-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, Ill. Rev. Stat., Ch. 24, 11-42.1-1.

#### Notes 1 -- 5 For Section III, Contractor Certification.

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

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an



independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. Ill. Rev. Stat., 1991, Ch. 38, §33E-3.

4. For purposes of Section IIIA of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1991, Chapter 38, §33E-4.

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

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

#### IV.

#### *Anti-Apartheid.*

Contractor certifies that the terms used in this certification 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 completing this Section IV, authorized signatory must, if appropriate, place his/her initials in brackets (A) and/or (B) below. If unable to certify as to the statements contained in (A) or (B) below, please contact the Department of Purchases, Contracts and Supplies for the City of Chicago.

- A. (x) The Contractor certifies that neither it nor any of its affiliates does business in South Africa or with any public or private entity located in South Africa.
- B. (x) Further, no goods to be provided to the City by the Contractor or by any of its subcontractors under this contract were principally manufactured, produced, assembled, grown or mined in South Africa.

In The Event That This Contract Is Funded In Whole Or In Part By Federal Funds, The Contractor Shall Comply With Sections V Through VII Below.

V.

*Certification Of Restriction On Lobbying.*

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

## VI.

### *Certification Of Nonsegregated Facilities.*

- A. By submission of this proposal, bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- B. "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.
- C. The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will: 1) Obtain identical certifications from proposed subcontractors before the award of subcontracts exceeding \$10,000 under which the subcontractor will be subject to the Equal Opportunity clause; 2) Retain the certifications in the files; and 3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).
- D. Notice To Prospective Subcontractors Of Requirements For Certifications Of Nonsegregated Facilities.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certifications may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The Penalty For Making False Statements In Offers Is Prescribed In 18 U.S.C. 1001.

VII.

*Equal Employment Opportunity.*

The Equal Employment Opportunity Regulations of the Secretary of Labor (Volume 33, Federal Register, Section 60-1.7(b)(1)) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

2. If answer to Number 1 is yes, have you filed with the Joint Reporting Committee, the Director of O.F.C.C., any federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

Yes

No

VIII.

*Incorporation Into Contract And Compliance.*

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

IX.

*Verification.*

Under penalty of perjury, I certify that I am authorized to execute this

Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Daniel E. Roberts  
Signature of Authorized Representative

Daniel E. Roberts  
Name of Authorized Representative  
(Print or Type)

Director of Business Services  
Title

(312) 220-2339  
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 28th day of October, 19 93  
by Daniel E. Roberts (Name) as Director of Business Services (Title)  
of Illinois Bell Telephone Company (Contractor).

(Signed) Kathleen J. Carr  
Notary Public Signature

Official Seal  
Kathleen J. Carr  
Notary Public, State of Illinois  
My commission expires September 16, 1995.

[Annual Report referred to in this Contractor's Affidavit  
on file and available for public inspection in the  
Office of the City Clerk.]

(Sub)Exhibit "E".

Form 8038-G (Rev. May 1993) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations Under Internal Revenue Code section 149(e) See separate instructions. (Use Form 8038-GC if the issue price is under \$100,000.)

OMB No. 1545-0720

Part I Reporting Authority. Includes fields for Issuer's name, Employer ID, Address, City, Name of issue, Report number, Date of issue, and CUSIP Number.

Part II Type of Issue (check applicable box(es) and enter the issue price). Lists categories like Education, Health, Transportation, etc., with checkboxes and an issue price field.

Part III Description of Obligations. Table with columns: (a) Maturity date, (b) Interest rate, (c) Issue price, (d) Stated redemption price at maturity, (e) Weighted average maturity, (f) Yield, (g) Net interest cost.

Part IV Uses of Original Proceeds of Bond Issue (including underwriters' discount). Includes fields for accrued interest, issue price, and various use categories (23-26) with a total field (27) and nonrefunding proceeds (28).

Part V Description of Refunded Bonds (complete this part only for refunding bonds). Includes fields for remaining weighted average maturity, last date called, and issue date.

Part VI Miscellaneous. Includes fields for state volume cap, designated bonds, pooled financings, and penalty election.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Please Sign Here

Signature of officer, Date, Type or print name and title

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH  
COOK COUNTY BUREAU OF HEALTH SERVICES AND  
HENRY BOOTH HOUSE FOR ESTABLISHMENT  
OF FAMILY RESOURCE CENTER AT  
3525 SOUTH MICHIGAN  
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of an agreement with the Cook County Bureau of Health Services and Henry Booth House for property located at 3525 South Michigan Avenue for use as a family resource center, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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"), acting through its Department of Health ("C.D.O.H."), desires to provide quality comprehensive outpatient care services to patients who are residents of the City; and

WHEREAS, C.D.O.H. currently owns and operates its Near South Maternal and Child Health Center (the "Health Center") located at 3525 South Michigan Avenue (the "Property") which is scheduled to be closed in the future; and

WHEREAS, The City desires to ensure the continued provision of health care services for patients of the Health Center and other residents of the Douglas, Grand Boulevard and Near South communities; and

WHEREAS, Cook County (the "County"), acting through its Bureau of Health Services and in partnership with Henry Booth House, a social service agency and not-for-profit corporation, is capable and desirous of establishing a family resource center ("Family Resource Center") to improve the accessibility and quality of health care and social services for families in the near south side; and

WHEREAS, The Property is an appropriate site for the Family Resource Center; and

WHEREAS, The establishment of the Family Resource Center at the Property would ensure the provision of health care and social services for patients of the Health Center and other residents of the Douglas, Grand Boulevard and Near South communities in the City; and

WHEREAS, The City desires to enter into an agreement with the County and Henry Booth House providing for the establishment of a Family Resource Center at the Property; and

WHEREAS, The City desires to lease the Property to the County and Henry Booth House, and the County and Henry Booth House desire to lease the Property from the City for the establishment of the Family Resource Center; 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 of the ordinance.

SECTION 2. The Commissioner of the Department of Health (the "Commissioner") is hereby authorized, subject to the approval of the Cook



County Board of Commissioners and the Board of Directors of Henry Booth House and subject to review by the Corporation Counsel, to enter into and execute an agreement substantially in the form attached hereto as Exhibit A.

SECTION 3. The Commissioner is authorized to enter into a lease with the County and Henry Booth House, in a form approved by the Corporation Counsel, substantially in accordance with the terms of the Agreement.

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

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

*Exhibit "A".*

*Agreement.*

This Agreement entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Health ("C.D.O.H.") and the County of Cook (the "County"), a unit of local government of the State of Illinois, acting through the Cook County Bureau of Health Services (the "Bureau") and Henry Booth House, a not-for-profit corporation (collectively, the Bureau and Henry Booth House shall be referred to herein as the "Partners").

*Witnesseth:*

Whereas, Pursuant to the City's powers as a home rule unit, the City established C.D.O.H. to ensure the proper protection and promotion of public health in the City; and

Whereas, In attaining its goal to ensure the proper protection and promotion of public health, C.D.O.H. desires to provide quality comprehensive outpatient care services to patients who are residents of the City; and

Whereas, C.D.O.H. has operated its Near South Maternal and Child Health Center (the "Health Center") located at 3525 South Michigan Avenue (the "Property"); and

Whereas, C.D.O.H. desires to cease operating the Health Center but desires to ensure the continued provision of health care services for patients of the Health Center and other residents of the Douglas, Grand Boulevard and Near South communities; and

Whereas, The Partners are capable and desirous of establishing a Family Resource Center ("Family Resource Center") to improve the accessibility and quality of health care and social services for families in the near south side; and

Whereas, The Property is an appropriate site for the Family Resource Center; and

Whereas, The establishment of the Family Resource Center at the Property would ensure the provision of health care and social services for patients of the Health Center and other residents of the Douglas, Grand Boulevard and Near South communities; and

Whereas, Upon the terms and conditions hereof the City desires to lease the Property to the Partners to establish the Family Resource Center therein;

Now, Therefore, In consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, the City and the Partners agree as follows:

*Section 1.*

*Recitals.*

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

*Section 2.*

*Definitions.*

The following terms shall be defined for purposes of this Agreement as follows:

"Agreement" shall mean this Agreement as from time to time amended, supplemented and restated.

"Bureau" shall mean the Cook County Bureau of Health Services.

"C.D.O.H." shall mean the Department of Health of the City of Chicago.

"City" shall mean the City of Chicago, Illinois.

"Claims" shall mean any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees).

"County" shall mean Cook County, Illinois.

"Commissioner" shall mean the Commissioner of C.D.O.H..

"Family Resource Center" shall mean the Family Resource Center to be established by the County and Henry Booth House at 3525 South Michigan Avenue, Chicago, Illinois.

"Health Center" shall mean the C.D.O.H. Health Center site located at 3525 South Michigan Avenue, Chicago, Illinois.

"Partners" shall mean the Bureau and Henry Booth House.

"Property" shall mean the real estate at the address commonly known as 3525 South Michigan Avenue, Chicago, Illinois 60653, owned by the City.

"Risk Manager" shall mean the City's Risk Manager.

"Services" shall mean collectively, those professional and other services necessary to perform the health care and social services called for in Section 4 of the Agreement, including all tasks incidental to and reasonably necessary to complete such services, the component test, interpretations, recommendations, reports and other duties in accordance with the terms and conditions of the Agreement, as well as such additional services as may be approved by contract amendment.

### *Section 3.*

#### *Transfer Of Health Center To The Partners.*

(a) Upon the terms and conditions and upon the basis of the representations and covenants herein set forth, the City hereby agrees to

lease the Property to the Partners, and the Partners hereby agree to lease the Property from the City for a rental price of \$1.00 per year for a term of one year, which may be renewed by the Partners for additional one-year periods upon [90] days written notice to the City, for a maximum of five such renewals.

(b) Neither the City nor C.D.O.H. makes any representations, warranties or guarantees whatsoever as to the condition of the Property.

(c) The transfer of the Property shall be consummated by the execution and delivery of a lease substantially in the form attached hereto as [Exhibit 1].

#### *Section 4.*

##### *Duties And Responsibilities.*

(a) The Partners hereby represent to and covenant with the City that they will:

(1) establish the Family Resource Center at the Property and be open for business by [January 1, 1994];

(2) operate the Family Resource Center as a Federally Qualified Health Center of the Bureau;

(3) offer the following Services at the Family Resource Center:

Family Medical Services

Women and Infant Care ("W.I.C.") Services

Family Planning Services

G.E.D. and Literacy Classes

Job Training

Health Promotion and Screening Services

Male Talent Development Program

Peer Support Groups for People with Specific Health Conditions  
(e.g., AIDS, S.T.D., etc.)

Housing Assistance and other supportive services  
Counseling for Victims of Violence and People at Risk for Violence  
Hearing and Vision Screening  
Respite Care for Children  
Drop-In Center for Parents, Children and Seniors  
Health Education Classes  
Nutrition Education and Demonstration Kitchen  
Multi-Purpose Room for Counseling Classes  
Child Developmental Screening and Treatment  
Substance Abuse Referral and Relapse Treatment Services  
Out-Station Post for Case Management and other Social and  
Health Services Providers;

(4) maintain at the Family Resource Center a staff of sufficient size to provide the Services, including Bureau physicians, nurse practitioners, public health nurses and nurse midwives to provide the family medical services;

(5) offer the Services to patients not covered by Medicaid or other third-party payments on a sliding fee scale, which fees shall not exceed those fees charged at other Bureau facilities for similar services;

(6) maintain the Family Resource Center open up to 72 hours per week.

(b) The Bureau hereby represents to and covenants with the City that it will be responsible for the management and provision of medical services at the Family Resource Center and all administrative services in connection therewith, including fiscal and reporting activities and grant applications.

(c) Henry Booth House hereby represents to and covenants with the City that, subject to the availability of funding from the Healthy Start Program of the Illinois Department of Public Health, it will be responsible for the management and provision of all non-medical services at the Family Resource Center and all administrative services in connection therewith, including fiscal and reporting activities and grant applications.

(d) The City hereby represents to and covenants with the Partners that it will provide the Partners with a grant in the amount of \$226,000 for equipment, supplies, drugs and facility improvements for the Family Resource Center.

*Section 5.*

*Grant Payments.*

(a) The City shall make payments to the Partners during the City's 1994 fiscal year from Fund No. 925 NCH Block Grant. It is expressly understood and agreed that the maximum amount to be paid by the City to the Partners shall not exceed \$226,000 from the Fund during the City's fiscal years 1993 and 1994. Payments will be provided solely for the purposes indicated in Section 4(d) of the Agreement. All payments are subject to the availability of funds.

(b) Payments under the Agreement shall be made contingent upon reasonable approval by C.D.O.H. of:

(1) invoices and documentation of purchases or improvements made by or on behalf of the Partners for the Family Resource Center;

(2) invoices shall be prepared on the Family Resource Center's stationery and should specify the time period for which payment is requested;

(3) invoices shall be submitted to C.D.O.H. within 15 days after the end of each calendar month;

(4) the invoice for the final month of the Agreement must be submitted to C.D.O.H. within 15 days after the expiration or termination of the Agreement;

(5) all invoices shall be certified as correct by the designated financial officer of the Partners;

(6) to the extent practicable, the City will process payment within 30 days, provided that the City will not be required to process payment in less than 60 days;

(7) the City agrees to provide initial assistance to familiarize the Partners with the invoice payment system.

(c) Notwithstanding the above provision, the City shall have the right to make any changes in the method of making payments as may be necessary to conform to the City's regulations or practices of general applicability.

*Section 6.*

*Access Of C.D.O.H. To Family Resource Center.*

The Partners hereby agree to permit C.D.O.H. access to the Family Resource Center to continue to provide services until the Partners assume responsibility for the Services.

*Section 7.*

*Insurance.*

The Partners shall procure and maintain at all times, at the Partner's own expense during the term of the Agreement, the types of insurance specified below, in such amounts and with such terms as shall be required by the Risk Manager, with insurance companies authorized to do business in Illinois and reasonably acceptable to the City covering all Services under the Agreement, whether performed by the Partners or by their subcontractors. The County may, subject to the review and approval of the Risk Manager, provide self-insurance to the extent that the County's assets meet levels greater than those required by the Risk Manager.

The types of insurance are as follows:

(a) Commercial Liability -- with limits of not less than [\$1,000,000] per occurrence combined single limit, for bodily injury and/or damage to property. Such policy shall include contractual liability, products and completed operations and independent contractors coverage.

It shall not contain any exclusion unacceptable to the Risk Manager. The City, its officials, employees and agents shall be named as an additional insured.

(b) Comprehensive Automobile Liability -- whenever any motor vehicle is used in connection with the Services, the Partners shall maintain automobile insurance liability with limits of not less than [\$500,000] combined single limit for each occurrence. The City, its officials, employees and agents shall be named as an additional insured.

(c) Worker's Compensation and Occupational Disease Employees Insurance -- in statutory amounts, covering all Partners' Employer's liability coverage shall be included and shall have limits of not less than [\$100,000] per each accident or illness.

(d) Hospital Professional Liability -- in an amount not less than [\$5,000,000], such insurance covering the Partners against any claims made against the Partners arising out of a medical incident involving the rendering of or failure to render professional services or out of the performance of the Services in the Partner's capacity toward the City as professional consultant, whether caused by an error, omission or act of the Partners, of any person employed by the Partners or any others for whose actions or omissions the Partners are legally liable.

[(e) Professional Liability or any other type of insurance required by the Risk Manager.]

#### *Section 8.*

##### *Indemnification.*

(a) The Partners agree to defend, indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all Claims arising by reason of injury or death of any person or damage to property arising out of or incidental to its performance or non-performance of this Agreement or the enforcement hereof, including the enforcement of this subsection, or the acts or omissions of their officers, agents, employees, contractors, subcontractors or licensees, except to the extent caused by the negligence or willful misconduct of the City, its agents and employees. Upon notice from the City of any claim which the City believes to be covered hereunder, the Partners shall timely appear in and defend all suits brought upon such Claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Partners of any of their obligations hereunder.

(b) This section shall survive expiration of this Agreement and the expiration of any obligation owing to any party under this Agreement.

#### *Section 9.*

##### *Compliance With All Laws.*

The Partners shall at all times observe and comply with all applicable



laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provision(s) required by law, ordinances, rules, regulations or executive orders to be inserted herein shall be deemed inserted herein whether or not they appear in this Agreement, or, upon application by any party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall failure to insert such provision(s) prevent the enforcement of this Agreement.

*Section 10.*

*Headings.*

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

*Section 11.*

*Disclaimer Of Relationship.*

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

*Section 12.*

*Limitation Of Liability.*

The Partners expressly agree that no member, official, employee or agent of the City shall be individually or personally liable to either of them, their successors or assigns in the event of any default or breach by the City under this Agreement.

*Section 13.**Notices.*

(a) The City and the Partners each agree to notify the others, not later than thirty (30) days after a change in the primary contacts listed below, as to the name, address, telephone number and fax number of the primary contact for such party for purposes hereof. As of the date hereof, the primary contacts shall be as follows: (i) for the City: Commissioner, Department of Health, City of Chicago, 50 West Washington Street, Room 256 S, Chicago, Illinois 60602; telephone: 312/744-4323, fax: 312/744-2960; and (ii) for the Partners: Chief, Bureau of Health Services, Cook County Bureau of Health Services, 1835 West Harrison Street, Room 2202, Chicago, Illinois 60612-9985; telephone: 312/633-8367, fax: 312/563-0108.

(b) Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service; (2) electronic communications, whether by telex, telegram or telecopy; (3) overnight courier, receipt requested; or (4) registered or certified mail, return receipt requested.

If To City:

Department of Health  
City of Chicago  
Room 256 S  
50 West Washington Street  
Chicago, Illinois 60602  
Attention: Commissioner

With Copy To:

Office of the Corporation Counsel  
City of Chicago  
Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

If To Partners:

Family Resource Center  
3525 South Michigan Avenue  
Chicago, Illinois 60653  
Attention: Ruth M. Rothstein  
Chief, Bureau of Health  
Services

If To The County:

Chief, Bureau of Health Services  
Cook County Bureau of Health  
Services  
Room 2204  
1835 West Harrison Street  
Chicago, Illinois 60612-9985

If To Henry Booth House:

Henry Booth House  
2328 South Dearborn Street  
Chicago, Illinois 60616  
Attention: William Goss  
Executive Director

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (b)(1) or (b)(2) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (b)(3) above shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (b)(4) above shall be deemed received two business days following deposit in the mail.

*Section 14.*

*Modification.*

This Agreement may not be altered, modified or amended except as provided in Section 9 hereof entitled "Compliance with all Laws" or by written instrument signed by all the parties hereto.

*Section 15.*

*Invalidation.*

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

*Section 16.*

*Governing Law.*

This Agreement shall be governed by and construed in accordance with Illinois law.

*Section 17.*

*Term Of Agreement.*

(a) This Agreement shall be in full force and effect from the date hereof and shall continue in effect until termination for cause or non-compliance as described in this Section. This Agreement may be terminated by any party hereto and shall terminate on the thirtieth (30th) day after receipt by the City or the Partners of written notice from any other party hereto terminating this Agreement for cause. The obligations contained in Section 8 hereof entitled "Indemnification" shall survive the termination of this Agreement.

(b) Upon termination, the Partners shall surrender to the City the Family Resource Center.

*Section 18.*

*Assignment; Binding Effect.*

(a) This Agreement may not be assigned by the Partners without the prior written consent of the City.

(b) This Agreement shall inure to the benefit of and shall be binding upon the City and the Partners and their respective successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and assigns.

*Section 19.*

*Construction Of Words.*

The use of the singular form of any word herein shall also include the plural and vice versa. The use of the neuter form of any word herein shall

also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

*Section 20.*

*Counterparts.*

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

In Witness Whereof, The City and the Partners have caused this Agreement to be duly executed and delivered as of the date first above written.

Approved As To Form And  
Legality, subject to proper  
authorization:

City of Chicago, Illinois,  
by its Department of Health

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner

Approved As To Form And  
Legality:

Partners,  
by Cook County and  
Henry Booth House

\_\_\_\_\_

By: \_\_\_\_\_  
Chief, Cook County  
Bureau of Health  
Services

By: \_\_\_\_\_  
Executive Director,  
Henry Booth House

[Exhibit 1 referred to in this Agreement  
unavailable at time of printing.]

AMENDMENT OF ESTABLISHING ORDINANCE AND APPROVAL  
OF 1994 BUDGET AND 1993 TAX LEVY FOR SPECIAL  
SERVICE AREA NUMBER 3.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 3 in an area generally bounded by South Central Park Avenue, South Western Avenue, West 62nd Street and West 64th Street, in the amount of \$332,846, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on May 30, 1984, as amended by an ordinance enacted on July 13, 1988, as amended by an ordinance enacted on September 14, 1988 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 3 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st to 64th Streets; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included recruitment of new businesses to the Area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the Area and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Southwest Business Growth Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions

shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Powers of Commission. Paragraph 3 of Section 4 of the ordinance enacted on July 13, 1988 by the City Council is hereby deleted in its entirety and replaced with the following:

"The Commission shall have the following powers:

(1) to annually recommend to the Department of Planning and Development and the City Council the amount of the Services Tax to be levied;

(2) to annually recommend to the Department of Planning and Development and the City Council an entity to serve as a service provider (the "Service Provider");

(3) to annually recommend to the Department of Planning and Development and the City Council the form of an agreement to be entered into between the City and the Service Provider for the provision of the Special Services (the "Service Provider Contract"); and

(4) to annually recommend to the Department of Planning and Development and the City Council a line item budget for inclusion in the Service Provider Contract".

SECTION 3. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Southwest Business Growth Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.



**Expenditures.**

Service Provider Contract for the provision of Special Services	\$332,846
<b>TOTAL BUDGET REQUEST:</b>	<b>\$332,846</b>

**Source Of Funding.**

Tax levy at a rate not to exceed one and twenty-five one hundredths percent (1.25%) of the assessed value, as equalized, of taxable property within Special Services Area Number 3	\$332,846
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**SECTION 4. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$332,846 as the amount of the Services Tax for the tax year 1993.

**SECTION 5. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 6. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 7. Effective Date.** This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF ESTABLISHING ORDINANCE AND APPROVAL  
OF 1994 BUDGET AND 1993 TAX LEVY FOR SPECIAL  
SERVICE AREA NUMBER 4.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 4 on 95th Street from Ashland Avenue to Western Avenue, in the amount of \$56,000, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on May 30, 1984, as amended by an ordinance enacted on July 27, 1988, as amended by an ordinance enacted on September 14, 1988 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 4 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by Western Avenue on the west, Ashland Avenue on the east and fronting on 95th Street; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included recruitment of new businesses to the Area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the Area and other technical assistance activities to promote economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the 95th Street Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

**SECTION 2.** Powers of Commission. Paragraph 3 of Section 4 of the ordinance enacted on July 27, 1988 by the City Council is hereby deleted in its entirety and replaced with the following:

"The Commission shall have the following powers:

(1) to annually recommend to the Department of Planning and Development and the City Council the amount of the Services Tax to be levied;

(2) to annually recommend to the Department of Planning and Development and the City Council an entity to serve as a service provider (the "Service Provider");

(3) to annually recommend to the Department of Planning and Development and the City Council the form of an agreement to be entered into between the City and the Service Provider for the provision of the Special Services (the "Service Provider Contract"); and

(4) to annually recommend to the Department of Planning and Development and the City Council a line item budget for inclusion in the Service Provider Contract".

**SECTION 3.** Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*95th Street Special Service Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

Expenditures.

Service Provider Contract for the provision of Special Services	\$56,000
<b>TOTAL BUDGET REQUEST:</b>	<b>\$56,000</b>

Source Of Funding.

Tax levy at a rate not to exceed two percent (2%) of the assessed value, as equalized, of taxable property within Special Services Area Number 4	\$56,000
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**SECTION 4. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$56,000 as the amount of the Services Tax for the tax year 1993.

**SECTION 5. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 6. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 7. Effective Date.** This ordinance shall take effect ten (10) days after its passage and publication.

APPROVAL OF 1994 BUDGET AND 1993 TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER 5.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 5 in an area generally bounded by Commercial Avenue between 87th Street and 92nd Street in the amount of \$232,500, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on May 30, 1984, as amended by an ordinance enacted on November 5, 1993 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 5 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately fronting in whole or in part on South Commercial Avenue, from East 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included snow removal and sidewalk sweeping, recruitment of new businesses to the Area, loan packaging services, real estate maintenance and rehabilitation activities, coordination of promotional and advertising activities for the area, planning and development activities to promote commercial and economic revitalization efforts, management of private security and anti-gang initiatives, establishment of beautification efforts within the Area and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Commercial Avenue Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Commercial Avenue Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

Expenditures.

Service Provider Contract for the provision of Special Services	\$232,500
<b>TOTAL BUDGET REQUEST:</b>	<b>\$232,500</b>

Source Of Funding.

Tax levy at a rate not to exceed three percent (3%) of the assessed value, as equalized, of taxable property within Special Services Area Number 5	\$232,500
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SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the



State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$232,500 as the amount of the Services Tax for the tax year 1993.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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AMENDMENT OF ESTABLISHING ORDINANCE AND APPROVAL  
OF 1994 BUDGET AND 1993 TAX LEVY FOR SPECIAL  
SERVICE AREA NUMBER 7.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 7 in an area generally bounded by 47th Street, 49th Street, Central Park Avenue and Kedzie Avenue, in the amount of \$402,344, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On June 26, 1985 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on August 28, 1986, and as further amended by an ordinance enacted on December 15, 1992 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 7 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of five percent (5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by 47th Street on the north, 49th Street on

the south, Central Park Avenue on the west and Kedzie Avenue on the east;  
and

WHEREAS, The Special Services authorized in the Establishing Ordinance included street resurfacing, sewer and water line improvements, refurbishing of railroad crossings, private security, area clean-up services, and technical assistance to promote commercial and economic development;  
and

WHEREAS, The Establishing Ordinance provided for the appointment of the Kedzie Industrial Tract Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Powers of Commission. Section 3 of the ordinance enacted on June 26, 1985 by the City Council and published in the Journal of Council Proceedings at pages 48241 through 48243 is hereby deleted in its entirety and replaced with the following:

"SECTION 3. There is to be established a Kedzie Industrial Tract Special Service Area Commission ("Commission"), consisting of five appointed, voting members plus the Commissioner of the Department of Planning and Development of the City of Chicago ('D.P.D.') or his/her designee who shall be an ex-officio, non-voting member of the Commission. Each member of the Commission shall be appointed to serve for a term of three (3) years and until a successor shall be appointed, except that of the five initial Commission members, two shall be appointed

for a term of two (2) years and three shall be appointed to serve for a term of three (3) years. The Mayor, with the approval of the City Council, shall appoint successor Commission members from a list of nominees submitted by the Commissioner of D.P.D.. Each appointed successor shall serve for a term of three (3) years. In the event of a vacancy on the Commission due to the resignation, death or inability to serve for other reason, of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Commissioner of D.P.D.. Each successor so appointed shall serve for the remaining term for which they were appointed.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three (3) consecutive one (1) year terms. The members of the Commission shall serve without compensation.

The Commission shall have the power to borrow funds in an amount not to exceed \$1,800,000, in the aggregate, at an interest rate not to exceed 12.5% per annum (the "Loan"), said Loan to have a term not to exceed twenty (20) years from the effective date of creation of Special Service Area Number 7. The use of Loan proceeds shall be used solely for the special services set forth in Section 2 hereof. Repayment of the Loan shall come solely from the ad valorem tax assessed against the properties within the boundaries of Special Service Area Number 7, as collected, and no other City funds, nor credit shall be obligated to said repayment.

The Commission shall have the following Powers:

- (1) to annually recommend to the Department of Planning and Development and the City Council the amount of the Services Tax to be levied;
- (2) to annually recommend to the Department of Planning and Development and the City Council an entity to serve as a service provider (the "Service Provider");
- (3) to annually recommend to the Department of Planning and Development and the City Council the form of an agreement to be entered into between the City and the Service Provider for the provision of the Special Services (the "Service Provider Contract"); and
- (4) to annually recommend to the Department of Planning and Development and the City Council a line item budget for inclusion in the Service Provider Contract".

**SECTION 3. Appropriation.** There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special

Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Kedzie Industrial Tract Special Service Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

Expenditures.

Debt Service	\$377,344
Service Provider Contract for the provision of Special Services	25,000
<b>TOTAL BUDGET REQUEST:</b>	<b>\$402,344</b>

Source Of Funding.

Tax levy at a rate not to exceed five percent (5%) of the assessed value, as equalized, of taxable property within Special Services Area Number 7	\$402,344
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**SECTION 4. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$402,344 as the amount of the Services Tax for the tax year 1993.

**SECTION 5. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in

addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 6. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 7. Effective Date.** This ordinance shall take effect ten (10) days after its passage and publication.

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APPROVAL OF 1994 BUDGET AND 1993 TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER 8.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 8 in an area generally bounded by Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; on Clark Street, from Belmont Avenue to Diversey Parkway; and on Belmont Avenue, from Halsted Street to Broadway, in the amount of \$214,500, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On September 14, 1988 and on November 17, 1993 the City Council of the City of Chicago enacted ordinances (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 8 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of forty-one one hundredths of one percent (.41%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by that part of the City of Chicago consisting of the area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; and on Clark Street, from Belmont Avenue to Diversey Parkway; and on Belmont Avenue, from Halsted Street to Broadway; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included recruitment of new businesses to the Area, private security services, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the Area,

and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Lakeview East Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to the Establishing Ordinance, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Lake View East Special Service Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.



## Expenditures.

Service Provider Contract for the provision of Special Services	\$214,500
<b>TOTAL BUDGET REQUEST:</b>	<b>\$214,500</b>

## Source Of Funding.

Tax levy at a rate not to exceed forty-one one hundredths of one percent (.41%) of the assessed value, as equalized, of taxable property within Special Services Area Number 8	\$214,500
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**SECTION 3. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$214,500 as the amount of the Services Tax for the tax year 1993.

**SECTION 4. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 5. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 6. Effective Date.** This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF ESTABLISHING ORDINANCE AND APPROVAL  
OF 1994 BUDGET AND 1993 TAX LEVY FOR SPECIAL  
SERVICE AREA NUMBER 10.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 10 in an area generally bounded by 47th Street, from the Conrail Railroad tracks to Loomis Avenue and on Ashland Avenue, from the Conrail Railroad tracks to 49th Street, in the amount of \$352,900, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On September 13, 1989 the City Council of the City of Chicago enacted an ordinance (the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 10 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and ninety-one hundredths of one percent (1.90%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 47th Street from the Conrail Railroad tracks on the west (2200 west) to Loomis Avenue on the east and on Ashland Avenue from the Conrail Railroad tracks on the north (4000 south) to 49th Street on the south; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Back of the Yards Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Powers of Commission. Paragraph 3 of Section 4 of the Establishing Ordinance is hereby deleted in its entirety and replaced with the following:

"The Commission shall have the following powers:

(1) to annually recommend to the Department of Planning and Development and the City Council the amount of the Services Tax to be levied;

(2) to annually recommend to the Department of Planning and Development and the City Council an entity to serve as a service provider (the "Service Provider");

(3) to annually recommend to the Department of Planning and Development and the City Council the form of an agreement to be entered into between the City and the Service Provider for the provision of the Special Services (the "Service Provider Contract"); and

(4) to annually recommend to the Department of Planning and Development and the City Council a line item budget for inclusion in the Service Provider Contract".

SECTION 3. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Back Of The Yards Special Service Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

**Expenditures.**

Service Provider Contract for the provision of Special Services	\$352,900
<b>TOTAL BUDGET REQUEST:</b>	<b>\$352,900</b>

**Source Of Funding.**

Tax levy at a rate not to exceed one and ninety one-hundredths of one percent (1.90%) of the assessed value, as equalized, of taxable property within Special Services Area Number 10	\$352,900
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**SECTION 4. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$352,900 as the amount of the Services Tax for the tax year 1993.

**SECTION 5. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 6. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 7. Effective Date.** This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF ESTABLISHING ORDINANCE AND APPROVAL  
OF 1994 BUDGET AND 1993 TAX LEVY FOR SPECIAL  
SERVICE AREA NUMBER 11.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 11 in an area generally bounded by 61st Street, 66th Street, Lowe Avenue and Morgan Street, in the amount of \$287,500, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On July 27, 1988 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on September 14, 1988, as further amended by an ordinance enacted on September 13, 1989, and as further amended by an ordinance enacted on May 19, 1993 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 11 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by 61st Street on the north, 66th Street on the south, Lowe Avenue on the east and Morgan Street on the west; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Greater Englewood Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to the City Council an agreement with a service provider (the

"Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Powers of Commission. Paragraph 3 of Section 4 of the ordinance enacted on July 27, 1988 and published in the Journal of Council Proceedings at pages 15774 through 15780 is hereby deleted in its entirety and replaced with the following:

"The Commission shall have the following powers:

(1) to annually recommend to the Department of Planning and Development and the City Council the amount of the Services Tax to be levied;

(2) to annually recommend to the Department of Planning and Development and the City Council an entity to serve as a service provider (the "Service Provider");

(3) to annually recommend to the Department of Planning and Development and the City Council the form of an agreement to be entered into between the City and the Service Provider for the provision of the Special Services (the "Service Provider Contract"); and

(4) to annually recommend to the Department of Planning and Development and the City Council a line item budget for inclusion in the Service Provider Contract".

SECTION 3. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Greater Englewood Special Service Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.



**Expenditures.**

Service Provider Contract for the provision of Special Services	\$287,500
<b>TOTAL BUDGET REQUEST:</b>	<b>\$287,500</b>

**Source Of Funding.**

Tax levy at a rate not to exceed three percent (3%) of the assessed value, as equalized, of taxable property within Special Services Area Number 11	\$287,500
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**SECTION 4. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$287,500 as the amount of the Services Tax for the tax year 1993.

**SECTION 5. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 6. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 7. Effective Date.** This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF ESTABLISHING ORDINANCE AND APPROVAL  
OF 1994 BUDGET AND 1993 TAX LEVY FOR SPECIAL  
SERVICE AREA NUMBER 13.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 13 generally bounded by Pershing Road on the north, 47th and 50th Streets on the south, Ashland and Racine Avenues on the west and Halsted Street on the east, in the amount of \$462,910, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On July 24, 1991 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on November 6, 1992 (the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 13 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and ninety-one hundredths of one percent (1.90%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by Pershing Road on the north; 47th and 50th Streets on the south; Ashland and Racine Avenues on the west and Halsted Street on the east; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included private security, street sweeping, landscape maintenance, and other assistance activities to promote industrial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Stockyards Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Powers of Commission. Paragraph 3 of Section 4 of the ordinance enacted on July 24, 1991 published in the Journal of Council Proceedings at pages 3265 through 3273 is hereby deleted in its entirety and replaced with the following:

"The Commission shall have the following powers:

(1) to annually recommend to the Department of Planning and Development and the City Council the amount of the Services Tax to be levied;

(2) to annually recommend to the Department of Planning and Development and the City Council an entity to serve as a service provider (the "Service Provider");

(3) to annually recommend to the Department of Planning and Development and the City Council the form of an agreement to be entered into between the City and the Service Provider for the provision of the Special Services (the "Service Provider Contract"); and

(4) to annually recommend to the Department of Planning and Development and the City Council a line item budget for inclusion in the Service Provider Contract".

SECTION 3. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Stockyards Special Service Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

Expenditures.

Service Provider Contract for the provision of Special Services.	\$462,910
<b>TOTAL BUDGET REQUEST:</b>	<b>\$462,910</b>

Source Of Funding.

Tax levy at a rate not to exceed one and ninety one-hundredths of one percent (1.90%) of the assessed value, as equalized, of taxable property within Special Services Area Number 13	\$462,910
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**SECTION 4. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$462,910 as the amount of the Services Tax for the tax year 1993.

**SECTION 5. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 6. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 7. Effective Date.** This ordinance shall take effect ten (10) days after its passage and publication.

APPROVAL OF 1994 BUDGET AND 1993 TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER 14.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 14 generally located between 67th Street and 75th Street and between Kedzie Avenue and Bell Avenue, in the amount of \$185,000, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On October 7, 1993 the City Council of the City of Chicago enacted an ordinance (the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 14 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of forty-one one-hundredths of one percent (.41%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by the following perimeter:

West 67th Street between South California Avenue and the B. & O.C.T. Railroad tracks;

The B. & O.C.T. Railroad tracks between West 67th Street and West 75th Street, extended;

West 75th Street, extended, between the B. & O.C.T. Railroad tracks (continuing along the north side of the Belt Railway tracks) and South Kedzie Avenue;

South Kedzie Avenue between West 75th Street, extended (continuing along the north side of the Belt Railway tracks) and West 71st Street;

West 71st Street between South Kedzie Avenue and South California Avenue;

South California Avenue between West 71st Street and West 67th Street; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included private security; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Marquette Park Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission, after it has been duly appointed and qualified pursuant to the Establishing Ordinance, shall recommend to City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; and

WHEREAS, In the absence of a Commission which has been duly appointed and qualified pursuant to the Establishing Ordinance, the Commissioner of the Department of Planning and Development has hereby submitted to the City Council her recommendation for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1993 for the purpose of providing funds necessary to provide the Special Services; now, therefore,

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

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

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Marquette Park Special Service Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

**Expenditures.**

Service Provider Contract for the provision of Special Services	\$185,000
<b>TOTAL BUDGET REQUEST:</b>	<b>\$185,000</b>



Source Of Funding.

Tax levy at a rate not to exceed forty-one one-hundredths of one percent (.41%) of the assessed value, as equalized, of taxable property within Special Services Area Number 14

\$185,000

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$185,000 as the amount of the Services Tax for the tax year 1993.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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APPROVAL OF 1993 TAX LEVY FOR SPECIAL SERVICE  
AREA NUMBER 1.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting a 1993 Tax Levy for Special Service Area Number 1, commonly referred to as the State Street Mall (Special Service Area Number 1 is in an area generally located on State Street, between Wacker Drive and Congress Parkway) in the amount of \$498,000, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois; and

WHEREAS, Pursuant to 35 ILCS 235/0.01, et seq., the City of Chicago is authorized to create and establish special service areas; and

WHEREAS, City Council Ordinance, dated July 7, 1977 (Council Journal of Proceedings, pages 5456 -- 5458) created and established Special Service Area Number 1, commonly referred to as State Street Mall for those properties fronting on State Street between Wacker Drive and Congress Parkway; and

WHEREAS, The ordinance creating such Special Service Area Number 1, in addition to authorizing the issuance of certain bonds, authorized the levying of annual taxes on all taxable property within said Area for the payment of the cost of special maintenance services in and for said Area, provided that such special annual tax shall be limited in amount so that such annual maintenance tax will not exceed the lesser of one quarter of the one percent (1/4 of 1%) of the equalized assessed valuation (E.A.V.) of taxable property within said Area or an amount equal to forty percent (40%) of the sum budgeted for expenditures for the calendar year after deducting miscellaneous income; and

WHEREAS, The 1977 Ordinance also provided for the appointment of a State Street Mall Commission to recommend a yearly budget based upon the cost of providing Special Services in and for said Special Service Area to the Mayor and the City Council and, further, to advise the Mayor and the City Council regarding the special annual tax to be levied against the taxable property within said Area; and

WHEREAS, The budget for Special Service Area Number 1 for fiscal year 1994, is an estimated amount of \$1,300,000; and

WHEREAS, The State Street Mall Commission is advising the Mayor and the City Council concerning the annual tax to be levied in Special Service Area Number 1 for the 1993 tax year that a tax of \$498,000 be imposed to provide said special maintenance services; and

WHEREAS, It is in the best interests of the City of Chicago to accept the advice of the State Street Mall Commission and levy said tax for the 1993 tax year for special maintenance services for the State Street Mall; and

WHEREAS, Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois empowers the City of Chicago to levy a tax for the 1993 tax year for Special Service Area Number 1; now, therefore,

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

SECTION 1. Pursuant to, and consistent with the State Street Mall Commission's advice as to the amount of taxes to be levied against all taxable property in Special Service Area Number 1 for the 1993 tax year, the City Council of the City of Chicago hereby approves and levies a tax in the amount of \$498,000 for the tax year 1993 for Special Service Area Number 1 (State Street Mall).

SECTION 2. Upon its passage and approval by the City Council, the City Clerk is hereby authorized and directed to file a certified copy of this ordinance with the Clerk of the County of Cook pursuant to 35 ILCS 235/0.01, et seq., and the County Clerk of the County of Cook, shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special taxes to

be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number 1, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and that notwithstanding the tax in the amount of \$498,000 specified herein, such special tax shall not exceed the lesser of one-fourth of one percent (1/4 of 1%) of the total equalized assessed valuation of all taxable property within said Special Service Area Number 1 or an amount equal to forty percent (40%) of the amount herein budgeted and appropriated for expenditures for the fiscal year commencing January 1, 1994, after deducting from such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

SECTION 3. Upon passage of the 1994 Budget Ordinance by the City Council, the City Clerk is hereby authorized and directed to file a certified copy of the 1994 Budget Ordinance with the County Clerk's Office noting that Fund 326 of such budget ordinance is the budget for Special Service Area Number 1 (State Street Mall) for 1994.

SECTION 4. This ordinance shall take effect upon its passage and approval.

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AUTHORIZATION FOR EXECUTION OF RIGHT-OF-ENTRY  
AND LICENSE AGREEMENT WITH CHICAGO PARK  
DISTRICT TO INSTALL AND MAINTAIN  
GROUNDWATER MONITORING WELL  
IN MC GUANE PARK.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of an intergovernmental agreement with the Chicago Park District for monitoring of ground water at the Stearns Quarry, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

*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, acting through its Department of Streets and Sanitation ("Department"), operates Stearns Quarry located at West 28th Street and South Halsted Street; and

WHEREAS, Stearns Quarry is operating under a closure agreement permit ("Permit") with the Illinois Environmental Protection Agency to close the quarry; and

WHEREAS, The Permit requires the Department to place five (5) groundwater monitoring wells around the perimeter of the quarry as a condition of the closure Permit; and

WHEREAS, The fifth monitoring well is to be located on Chicago Park District ("District") property known as McGuane Park, located at West 29th Street and South Halsted Street; and

WHEREAS, The Department requires authority to enter into a Right-of-Entry and License Agreement ("Agreement") with the District in order to drill, install and maintain the monitoring well in McGuane Park; and

WHEREAS, The City of Chicago is a home rule municipality pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Agreement is a matter pertaining to the government and affairs of the City; now, therefore,

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

SECTION 1. The Commissioner of Streets and Sanitation is hereby authorized to execute a Right-of-Entry and License Agreement (including indemnification) with the District to permit entry and drilling of a monitoring well in McGuane Park in accordance with the terms and conditions of the Permit described above, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall take effect upon its passage and approval in accordance with law.

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AUTHORIZATION FOR EXECUTION OF ENGINEERING  
SERVICES AGREEMENT WITH CHICAGO TRANSIT  
AUTHORITY FOR STATE/LAKE AND  
WASHINGTON/WABASH RAPID  
TRANSIT STATIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of an agreement between the City of Chicago and the Chicago Transit Authority, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Transit Authority ("Authority") has been awarded grants from the Federal Transportation Authority ("F.T.A.") and the Illinois Department of Transportation ("I.D.O.T.") for the design and construction of new rapid transit stations at State and Lake and Washington and Wabash ("Project"); and

WHEREAS, The Authority desires to have the City of Chicago ("City") provide complete design engineering for the Project; now, therefore,

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

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

SECTION 2. The Commissioner of the Department of Transportation ("Commissioner") is hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into and execute the contract substantially in the form of Exhibit A, attached hereto and made a part hereof.

SECTION 3. The Commissioner is hereby further authorized to execute all additional documents, assurances and amendments as may be necessary to implement said contract.

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

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

*Exhibit "A".*

*Engineering Services Agreement*

*Between*

*Chicago Transit Authority  
(Authority)*

*And*

*City Of Chicago  
(Chicago Department Of Transportation)*

*Reconstruct Rapid Transit Stations  
State And Lake/Loop  
Washington And Wabash/Loop.*

*C.T.A. Job Order Nos. 0354 And 0358*

*F.T.A. Project No. IL-90-X196  
I.D.O.T. Project No. CAP-92-414-FED*

*C.T.A. Contract No. 301049*

This Agreement, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Chicago, a municipal corporation of the State of Illinois, acting through its Department of Transportation hereinafter referred to as the "City", and Chicago Transit Authority, a municipal corporation of the State of Illinois, hereinafter referred to as the "Authority".



*Witnesseth:*

Whereas, The City in cooperation with the Authority has undertaken a project to design and construct new rapid transit stations at State and Lake/Loop and Washington and Wabash/Loop hereinafter referred to as the "Project"; and

Whereas, The Authority was awarded grants from the Federal Transit Administration (F.T.A.) (IL-90-X196) and the Illinois Department of Transportation (I.D.O.T.) (CAP-92-414-FED) for financial assistance in the design of the Project; and

Whereas, By ordinance passed December 11, 1991, the Chicago Transit Authority Board authorized the execution of grant contracts with the F.T.A. and I.D.O.T. for the Project; and

Whereas, The City and the Authority have indicated their desire to cooperate in the implementation of said project;

Now, Therefore, The parties hereto, in consideration of the mutual covenants hereinafter contained agree as follows:

1. Services to be performed by City: The City shall perform and carry out, in a satisfactory manner, the following services required through the completion of the Project:

A. The City shall provide complete design engineering of a new fully accessible State and Lake/Loop Rapid Transit Station.

B. The City shall provide complete design engineering of a new fully accessible Washington and Wabash/Loop Rapid Transit Station.

The C.T.A. and City shall agree with the conceptual and/or schematic plans for the work prior to the City authorizing design work to begin.

C. The City shall coordinate with C.T.A. design reviews at the 30, 60, 90 and 100 percent stages. All comments made by the C.T.A. must be responded to in writing by the City to the satisfaction of the Authority's General Manager, Engineering must approve each state of design prior to the City Advancing to the next stage.

D. Conferences. The City shall attend such conferences with representatives of the Authority and other interested agencies as may be required in connection with the Project.

E. Monthly Invoices. The City shall submit a progress report to the Authority once each month, and an invoice on forms furnished by, and

itemized as required by the Authority. The invoice shall be for services completed during the invoice period. Payment will be made on the basis of approved invoices and supporting papers.

The City shall indicate on each month's invoice, or in the transmittal letter, or on a progress report accompanying the invoices, the percentage of completion on all services under this Agreement, as of the date of the invoice.

2. Cooperation. The City and the Authority shall, during the time of this Agreement, cooperate with city, state and federal agencies, utility companies and all other agencies working on other phases of the Project, so as not to interfere with or hinder the progress or completion of work.

3. Time of Services. The services of the City shall begin upon execution of this Agreement and the 100% design documents ready for bidding shall be completed by September 30, 1995, unless the time is extended by mutual agreement.

4. Basis of Payment. The Authority will pay the City for services and work performed under this Agreement on the following basis:

- A. For contract costs at the actual cost incurred by the City, with no percentages added.
- B. For direct payroll costs plus a percentage of said direct payroll costs to cover the cost fringe benefits and overhead.
- C. Rates and percentages used herein shall be the same as those used by the City in its internal accounting system.

Rate changes occur periodically and as they do, payments shall be adjusted to the effective date of the new rate.

Rates used herein shall be the same rates used by the City to bill all funding agencies for costs incurred under City's capital grant program and such costs are in full compliance with Federal O.M.B. Circulars A-87 and A-102 and O.A.S.C.-10.

5. Compensation. The maximum compensation to be paid to the City under this Agreement shall be the sum of \$918,000 for State and Lake/Loop to be paid from Job Order No. 0354 and the sum of \$1,092,000 for Washington and Wabash/Loop to be paid from Job Order No. 0358.

6. Payment for Changes (Amendments). If modifications to the scope of services resulting from changes made by mutual agreement cause an increase or decrease in the City's cost of, or time required for, performance of the Agreement, an equitable adjustment shall be made and the

Agreement amended. Any claim by the City for adjustment under this clause must be submitted in writing to the C.T.A.'s General Manager, Engineering within 30 days of receipt by the City of the notification of change unless the C.T.A.'s General Manager, Engineering grants a further period of time.

If the Authority agrees with the changes, the Authority will initiate an amendment to the Agreement for these additional services, and will pay the City, after prior approval of the funding agencies as appropriate. Invoices for payment shall have these costs tabulated separately.

7. Audit, Inspection, and Retention of Records. The City shall maintain records showing actual time devoted and cost incurred. The City shall permit the authorized representative of the Authority, the U.S. Department of Transportation, the Comptroller General of the United States, the F.T.A. and I.D.O.T. to inspect and audit all data and records of the City for work done under this Agreement. The City shall make these records available at reasonable times during the Agreement period and for at least three (3) years from the date the Authority closes the F.T.A. and I.D.O.T. grants funding the Project.

8. Financial Assistance. This Agreement is subject to financial assistance contracts between the Chicago Transit Authority, the F.T.A. and I.D.O.T. and is further subject to the availability of funds thereunder. The City agrees to be bound by and to comply with all applicable provisions of the Public Transportation Capital Grant Agreement (the "Grant Agreement") between the F.T.A., I.D.O.T. and the C.T.A. (Grant Numbers IL-90-x196 and Cap-92-414-FED), a copy of which is attached hereto. All applicable provisions of the Grant Agreement are hereby incorporated by this reference into this Agreement.

9. Disadvantaged Business Enterprise (D.B.E.) Policy. It is the policy of the United States Department of Transportation that disadvantaged business enterprise, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the D.B.E. requirements of 49 CFR Part 23 apply to this Agreement.

The City agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard, the City shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform portions of this Agreement. The City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The City shall include the provision of this section in every subcontract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of the Agreement or such remedy as deemed appropriate.

10. Equal Employment Opportunity. In connection with the execution of this Agreement, the City shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The City shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such actions 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.

11. Subcontracts. The City shall not enter into any subcontracts or agreements, or execute any change-order to an existing contract or agreement, with respect to this Agreement, without the prior concurrence of F.T.A. and I.D.O.T. to the extent that such concurrence is required by F.T.A. and I.D.O.T.. The Authority shall cooperate with the City in providing all information necessary to enable the Authority to make required submittals to the F.T.A. and I.D.O.T.. Furthermore, if the City subcontracts out a portion of the work such contract and subcontract shall include insurance requirements acceptable to the Chicago Transit Authority's Office of Risk and Benefit Management including but not limited to professional liability insurance. Performance and payment bonds shall also be required by the City on such contracts.

12. Interest of Public Officials. During their tenure or for one year thereafter no member, officer, or employee of the City, the Authority or other local public body with financial interest or control in this Agreement shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

13. Interest of Members of Congress. No members of or delegates to the Congress of the United States or to the Illinois General Assembly shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

14. Illinois Human Rights Act. In the event of the City's non-compliance with the provisions of the Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the City 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 Agreement 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 Agreement, the City agrees as follows:

- A. 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.
- B. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the 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 job classifications for which employees are hired in such a way that minorities and women are not underutilized.
- C. 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 handicaps unrelated to ability, or an unfavorable discharge from military service.
- D. 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 organization or representative of the City's obligations under the Illinois Human Rights Act or the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the City in its efforts to comply with such Act and Rules and Regulations, the City will promptly so notify the Department and the contracting agency and will recruit employees from other resources when necessary to fulfill its obligations thereunder.
- E. 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.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the

Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Agreement that obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the City will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the City will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Note:

With respect to the types of subcontracts referred to under Paragraph G of the Equal Employment Opportunity Clauses above, the following is an excerpt of Section 2 of the F.E.P.C.'s Rules and Regulations for Public Contracts:

"Section 2.10." The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (1) For the furnishing of supplies or services for the use of real or personal property, including lease arrangements, which in whole or in part, is utilized in the performance of any one or more contracts; or
- (2) Under which any portion of the obligation under any one or more contracts is performed, undertaken, or assumed.

15. Insurance and Indemnification. It is certified that the City is self-insured and in accordance with City's budgeted estimate has funds available, and agrees to indemnify the Authority against and save it harmless from loss and damage to property, and injury to or death of any person or persons and from court costs and attorney's fees, and expenses incidental thereto, arising out of the work to be performed hereunder by the City, or any contractor or subcontractor for the City, or their respective officers, agents or employees.

All City contracts and subcontracts for work shall provide for indemnification of the Authority. All subcontractors insurance policies shall name the Chicago Transit Authority as an additional named insured. All insurance policies and coverage shall be in a form acceptable to the Chicago Transit Authority's Office of Risk and Benefits Management.

16. Termination -- Funds Unavailable. The Authority reserves the right to terminate this Agreement at any time after the date of this Agreement, by giving the City in writing, a notice of termination for the following reasons:

- A. The agency or agencies which are granting funds to the C.T.A. for this project notify the C.T.A. of the termination of such grant(s).
- B. The funds which are to be granted to the C.T.A. become unavailable due to legislative action or inaction or because of action by state or federal agencies or officials.

The notice shall be mailed, certified mail, to the City at its business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The Authority shall pay the City for the sums then due for acceptable services performed in accordance with this Agreement and documented costs incurred in connection therewith up to the termination date.

17. Termination for Default. The Authority may at its sole discretion terminate this Agreement for default if the City fails to perform or comply with the terms of the Agreement. Prior to termination, notice of intent to terminate shall be mailed, registered mail, to the City at its business address. Such notice of intent to terminate shall be mailed to the City 45 days prior to termination and shall state the nature of the City's default. In the event the City does not cure such default within the 45 days, such termination shall thereupon become effective. Upon termination, the City has ten days in which all deliverables prepared to date, shall be turned over to the Authority. The Authority shall pay the City for the sums then due for acceptable services performed.

18. Ethics and Anti-Collusion. In accordance with Paragraph 2.12 of the Authority's Code of Ethics, the City agrees that no payment, gratuity, political campaign contribution or offer of employment shall be made in connection with this Agreement by or on behalf of a contractor to the City, or higher tier subcontractor, or any person associated therewith as an inducement for the award of a contract, subcontract or order. Any Agreement negotiated, entered into, or proposed in violation of any of the provisions of this chapter shall be voidable as to the Authority.

The City warrants and represents that it is not barred from contracting with the Authority because of bid-rigging or bid-rotating as defined by and pursuant to the Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, Pars. 33E-3 and 33E-4.

19. Notice. Notice and communications under this Agreement shall be sent by first-class prepaid mail to the Authority, addressed to the Manager, Grants, Capital Investment Department, Chicago Transit Authority, P.O. Box 3555, Merchandise Mart Plaza, Chicago, Illinois 60654 and to the City addressed to the Commissioner, Chicago Department of Transportation, 320 North Clark Street, Room 700, Chicago, Illinois 60610. Said notices shall be deemed received when mailed.

20. Assignment. This Agreement or any portion thereof, shall not be assigned by the City without the prior written consent of the Authority.

In Witness Whereof, The parties have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

City of Chicago,  
a municipal corporation

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Approved:

By: \_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_  
Commissioner  
Chicago Department  
of Transportation

Approved As To Form And Legality:

By: \_\_\_\_\_  
Assistant Corporation Counsel



Chicago Transit Authority,  
a municipal corporation

By: \_\_\_\_\_  
Chairman  
Chicago Transit Authority  
Board

Attest:

By: \_\_\_\_\_  
Secretary

Approved As To Form And Legality:

By: \_\_\_\_\_

[Grant Agreement referred to in this agreement  
unavailable at time of printing.]

\_\_\_\_\_  
AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY  
AGREEMENT WITH CENTRAL WOODLAWN LIMITED  
PARTNERSHIP FOR REHABILITATION OF  
VARIOUS PROPERTIES.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of a loan and security agreement with the Central Woodlawn Limited Partnership for the rehabilitation of six buildings, in the amount of \$5,751,504, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

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

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

WHEREAS, The City has received an allocation from H.U.D. in the amount of \$26,673,000 of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Central Woodlawn Limited Partnership, an Illinois limited partnership (the "Borrower") of which Central Woodlawn Rehabilitation Joint Venture (an Illinois partnership with Neighborhood Reinvestment Resources Corporation and Woodlawn Preservation and Investment Corporation as general partners) will be the sole general partner, in an amount not to exceed \$5,751,504 (the "Loan"), to be funded from HOME Funds 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") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loans to the Borrower.

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

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

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

*Exhibit "A".*

**Borrower:** Central Woodlawn Limited Partnership, an Illinois limited partnership with Central Woodlawn Rehabilitation Joint Venture (an Illinois partnership with Neighborhood Reinvestment Resources Corporation, and Woodlawn Preservation and Investment Corporation as general partners) as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

**Project:** Acquisition and rehabilitation of six buildings located at 6105 -- 6115 South Ellis Avenue, 6201 -- 6207 South Ingleside Avenue, 6153 -- 6159 South Greenwood Avenue, 6200 -- 6228 South University Avenue, 6114 -- 6124 South Kimbark Avenue and 6153 -- 6159 South Kenwood Avenue (the "Property") and of 117 dwelling units contained therein as one-, two-, three- and four-bedroom units for low- and moderate-income families.

**Loan:**

<b>Source:</b>	HOME Program.
<b>Amount:</b>	Not to exceed \$5,751,504.
<b>Term:</b>	Not to exceed 32 years.
<b>Interest:</b>	.22% per annum, provided that an additional 1.28% per annum shall accrue and be payable, from excess proceeds, only upon prepayment of the Loan in connection with the sale of the Project or the refinancing of the Loan.
<b>Security:</b>	Non-recourse loan; second mortgage on the Property.

Additional  
Financing:

1. Amount: \$1,655,193.  
Term: 30 years.  
Source: Home Savings of America.  
Interest: Adjustable rate, not to exceed 12.75%  
per annum.  
Security: First mortgage on the Property.
2. Amount: \$1,127,307.  
Term: 30 years.  
Source: Chicago Low-Income Housing Trust  
Fund.  
Interest: Zero percent per annum.  
Security: Third mortgage on the Property.
3. Low-Income  
Housing Tax  
Credit  
("L.I.H.T.C.")  
Proceeds: Approximately \$4,042,053.  
Source: To be derived from the syndication by  
the General Partner of \$860,011  
L.I.H.T.C. allocation by the City.
4. Equity: \$253,188.  
Source: Borrower.

Total Project  
Costs:

\$12,829,245.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO  
AND EXECUTE SETTLEMENT AGREEMENT REGARDING  
*ESTATE OF ANN SAMPEY V. CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration one order authorizing the Corporation Counsel to enter into and execute a settlement order in the following case: *Estate of Ann Sampey v. City of Chicago*, 88 L 24415 in the amount of \$600,000, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- Alderman Steele -- 1.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Estate of Ann Sampey v. City of Chicago*, 88 L 24415, in the amount of \$600,000.

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AMENDMENT OF ESTABLISHING ORDINANCE AND  
APPROVAL OF 1994 BUDGET AND 1993 TAX  
LEVY FOR SPECIAL SERVICE AREA  
NUMBER 2.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance transmitting the 1994 Budget and 1993 Tax Levy for Special Service Area Number 2 located at Belmont Avenue and Central Avenue, in the amount of \$170,850, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On June 30, 1982 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on March 25, 1983, as amended by an ordinance enacted on September 18, 1984 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 2 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and one-half percent (1.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by Henderson Street on the north, George Street on the south and fronting on Central Avenue on both east and west sides; and Long Avenue on the east, Austin Avenue on the west, and fronting on Belmont Avenue on both north and south sides; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included the maintenance, operation and upkeep of an automobile parking facility; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Belmont-Central Parking Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1994, and has further advised the Mayor and the City Council concerning the Services Tax for the



tax year 1993 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to Section 2 hereof, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

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

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

SECTION 2. Powers of Commission. Paragraph 3 of Section 3 of the ordinance enacted on June 30, 1982 by the City Council is hereby deleted in its entirety and replaced with the following:

"The Commission shall have the following powers:

(1) to annually recommend to the Department of Planning and Development and the City Council the amount of the Services Tax to be levied;

(2) to annually recommend to the Department of Planning and Development and the City Council an entity to serve as a service provider (the "Service Provider");

(3) to annually recommend to the Department of Planning and Development and the City Council the form of an agreement to be entered into between the City and the Service Provider for the provision of the Special Services (the "Service Provider Contract"); and

(4) to annually recommend to the Department of Planning and Development and the City Council a line item budget for inclusion in the Service Provider Contract".

SECTION 3. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

*Belmont Central Parking Commission Special Service  
Area Budget.*

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

Expenditures.

Service Provider Contract for the provision of Special Services	\$170,850
TOTAL BUDGET REQUEST:	\$170,850

Source Of Funding.

Tax Levy at a rate not to exceed one and one-half (1.5%) of the assessed value, as equalized, of taxable property within Special Services Area Number 2	\$170,850
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**SECTION 4. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of \$170,850 as the amount of the Services Tax for the tax year 1993.

**SECTION 5. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1993 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 6. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 7. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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AUTHORIZATION FOR ISSUANCE OF FREE PERMITS AND  
CANCELLATION OF WATER RATES FOR CERTAIN  
CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, to which had been referred March 26, May 19, June 23 and November 17, 1993 sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and cancellation of water rates 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 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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays -- None.*

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

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

**FREE PERMITS.**

*Ben A. Borenstein And Company.*  
(Ogden School Playground Project)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Ben A. Borenstein and Company, 1723 Howard Street, Evanston, Illinois 60202 for the Ogden School Playground Project on the premises known as 24 West Walton Street, Chicago, Illinois 60610.

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

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

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*Catholic Archdiocese Of Chicago.*  
(Sacred Heart Church And School)

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

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

the Catholic Archdiocese of Chicago, Sacred Heart Church and School, for construction of an addition to the school lunchroom on the premises known as 2900 East 96th Street.

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

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

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*Neighborhood Reinvestment Resources.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Neighborhood Reinvestment Resources, for construction on the premises known as 1353 --1357 South Blue Island Avenue, Chicago, Illinois.

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

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

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*Nikola Tesla School.*

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers 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 Nikola Tesla School for remodeling and rehabbing of existing structure on the premises known as 6657 South Kimbark Avenue.

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

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

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*Planned Lighting, Inc.*

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

SECTION 1. That the Commissioner of Buildings is hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Planned Lighting, Inc., 3233 North Western Avenue, Chicago, Illinois, for lighting fixture retrofit, consisting of ballast and lamp replacement on the premises known as City Hall, 121 North LaSalle Street, Chicago, Illinois.

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

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*Ruby Construction Company, Inc.*  
(Near West Side Library)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, as well as any installation fees, charges and cost of water and sewer installation, notwithstanding other ordinances of the City to the contrary, to Ruby Construction Company, Inc., the general contractor of the Near West Side Branch Library on the premises known as 6 South Hoyne Avenue.

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

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

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CANCELLATION OF WATER RATES.

*Norwood Park Home.*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to consider cancellation of water and sewer assessments in the amount of \$33,750.47, against Norwood Park Home, 6016 North Nina Avenue, Account No. 800777620252.

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

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EXEMPTION OF THE FAMILY PLACE, INC./RONALD MC DONALD  
HOUSE FROM PAYMENT OF ALL CITY PERMIT AND  
LICENSE FEES FOR YEAR 1993.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration one (1) ordinance introduced by Alderman Bloom authorizing the issuance of all necessary permits and licenses, free of charge, for the year ending

December 31, 1993 for The Family Place, Inc./Ronald McDonald House, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 Family Place, Inc./Ronald McDonald House is a not-for-profit Illinois corporation, located at 5736 South Drexel Avenue, where lodging is provided for the parents of terminally ill patients of Wyler Children's Hospital, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of the building, and the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Family Place, Inc. for the year 1993.



Said buildings and all appurtenances thereto shall be used exclusively for charitable purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That The Family Place, Inc. be entitled to a refund of all City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1993.

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EXEMPTION OF HYDE PARK COMMUNITY HOSPITAL FROM  
PAYMENT OF ALL CITY PERMIT AND LICENSE  
FEES FOR YEAR 1991.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration one (1) ordinance introduced by Alderman Bloom authorizing the exemption from payment of all permit and license fees for year 1991 for Hyde Park Community Hospital, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 Hyde Park Community Hospital, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities located in the area bounded by East 58th Street on the north, South Stony Island Avenue on the east, East 59th Street on the south and the I.C.G. Railroad embankment on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health and the Commissioner of Consumer Services and the Department of Revenue, are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the Hyde Park Community Hospital for the year 1991.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all the appropriate provisions of the Chicago City Code and the departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Chicago City Code for the issuance of all permits and licenses.

SECTION 2. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1991.

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

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays -- None.*

Alderman Beavers 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
DePaul University (various locations)	F4-201355 (Mech. Vent.)	\$150.00
	P1-202826 (Fuel Burn. Equip.)	234.00
	P1-203890 (Fuel Burn. Equip.)	479.00
	P1-303316 (Fuel Burn. Equip.)	234.00
	P1-304121 (Fuel Burn. Equip.)	302.00
Northwestern Memorial Hospital (various locations)	A1-304427 (Elev.)	241.00
	A1-304500 (Elev.)	41.00
	A1-304535 (Elev.)	176.00
Resurrection Hospital/Health Care Center (various locations)	R1-303684 (Drwy.)	102.00
	R1-304756 (Drwy.)	34.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	R1-309290 (Drwy.)	\$102.00
Saint Mary of Nazareth Hospital Center (various locations)	R1-303472 (Drwy.)	68.00
	R1-306916 (Drwy.)	34.00
	R1-306917 (Drwy.)	34.00
Dr. William M. Scholl College of Podiatric Medicine 1019 North Dearborn Street	R1-207402 (Drwy.)	34.00

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WAIVER OF JUDGMENTS AND DEMOLITION LIENS ON  
VARIOUS PROPERTIES FOR USE IN PHASE II OF  
NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration one (1) ordinance introduced by Alderman Medrano (25th Ward) authorizing the waiver of judgements and demolition liens for various properties to be used for the New Homes Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted and printed in the Council Journal of Proceedings, pages 17038 through 17045 on June 7, 1980, the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new homes on either privately-owned lots or lots to be provided by the City; and

WHEREAS, Eight (8) of the privately-owned lots upon which new homes will be built have judgments and demolition liens totalling \$29,568.13 as follows:

Address	Permanent Index Number	Document Number	Lien Amount
2237 West Cullerton Street	17-19-315-010	88082823	\$5,800.00
2129 West Cullerton Street	17-19-316-013	25882474	4,000.00
2127 West Cullerton Street	17-19-316-014	86197227	4,020.00
1711 South Ruble Street	17-21-304-020	90564043	3,800.00
2006 South Allport Street	17-20-325-012	86457825	4,836.00
2006 South Allport Street	17-20-325-012	27179547	366.00
1837 West Cermak Road	17-30-201-007	86250791	5,995.00
1837 West Cermak Road	17-30-201-007	27509357	<u>751.13</u>
		TOTAL:	\$29,568.13

WHEREAS, The cost of acquisition of the above identified private lots without waiving the judgments and demolition liens would be prohibitive for potential qualified buyers participating in Phase II of the New Homes for Chicago Program; and

WHEREAS, The Department recommends to the City Council that it waive and forgive the above listed judgments and demolition liens; now, therefore,

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

**SECTION 1.** The private lots identified herein and more fully identified in Exhibits A through G attached hereto are to be used for the sole purpose of building new homes under the New Homes for Chicago Program -- Phase II.

**SECTION 2.** The City of Chicago is authorized to waive and forgive the judgments and demolition liens identified herein and more fully identified in Exhibits A through G attached hereto.

SECTION 3. The City of Chicago hereby waives and forgives the judgments and demolition liens identified herein and more fully identified in Exhibits A through G attached hereto.

SECTION 4. This ordinance shall take effect immediately upon its passage.

[Exhibits "A" through "G" referred to in this ordinance unavailable at time of printing.]

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REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL  
POLICE EMPLOYED BY DEPAUL UNIVERSITY  
SECURITY DEPARTMENT  
HEADQUARTERS.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Doherty (41st Ward) authorizing the reduction in license fees for the employment of eighty special policemen on behalf of the 43rd Ward at DePaul University/Security Department Headquarters, for the year ending December 31, 1994, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-280-050 of the Municipal Code of Chicago, the following institution employs eighty (80) special security officers for their Lincoln Park and Loop campuses and shall pay a fee of Ten Dollars (\$10.00) per license for the year 1994:

DePaul University /Security Department Headquarters  
2315 North Kenmore Avenue.

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

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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, December 1, 1993.

*To the President and Members of the City Council:*

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

Alderman Beavers 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 43272 through  
43273 of this Journal.]

(Continued on page 43274)

CITY COUNCIL ORDERS  
COUNCIL MEETING OF 12/01/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	***** DATE INJURED *****	***** VOUCHER TOTAL *****
ANTELEK	POLICE OFFICER	EIGHTH DISTRICT	7/01/93	367.50
AZTLAN	POLICE OFFICER	UNKNOWN	5/14/93	1470.00
BONDI	POLICE OFFICER	ELEVENTH DISTRICT	7/06/93	679.60
CASTRO-SHEERAN	POLICE OFFICER	UNKNOWN	5/25/92	91.00
CONWAY	POLICE OFFICER	FOURTEENTH DISTRICT	4/24/93	812.15
DALY	POLICE OFFICER	FOURTH DIVISION AREA FIVE	4/29/93	6338.16
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	523.31
DZIAK	POLICE OFFICER	ELEVENTH DISTRICT	7/31/93	162.10
ESCHBACH	POLICE OFFICER	FOURTEENTH DISTRICT	3/01/91	95.00
JACKSON	POLICE OFFICER	VICE CONTROL SECTION	7/30/93	1720.25
KROFEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/25/93	3514.81
KURAMOTO	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/25/91	64.00
LAWRENCE	POLICE OFFICER	FOURTEENTH DISTRICT	6/25/93	647.90
LUPO	POLICE OFFICER	SEVENTH DISTRICT	6/23/93	15.50
MARTIN	POLICE OFFICER	THIRTEENTH DISTRICT	6/28/90	3948.23
MILLER	POLICE OFFICER	RECRUIT TRAINING	12/16/91	50.00
MIZERA	POLICE OFFICER	NARCOTICS SECTION	6/21/93	525.00
MULKERIN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	42041.90
PEREZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/20/93	187.00
RIOS	POLICE OFFICER	TENTH DISTRICT	6/09/93	530.60
RUEHLMANN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/12/93	128.00
SDKNIEWICZ	POLICE OFFICER	FIFTEENTH DISTRICT	6/20/93	768.00
THOMAS	POLICE OFFICER	SECOND DISTRICT	6/19/92	235.00
ZALEWSKI	POLICE OFFICER	FOURTH DISTRICT	6/20/93	377.96
CECICH	FIREFIGHTER	EMS DISTRICT 5 HEADQUARTERS & R	7/21/93	631.50
COLBY	FIREFIGHTER	ENGINE COMPANY 47	8/02/93	335.00
CROWLEY	PARAMEDIC	UNKNOWN	1/31/92	40.00
DECKER	PARAMEDIC	UNKNOWN	8/02/93	713.00
DODOVICH	FIREFIGHTER	TRUCK 13	6/15/93	403.00
PDX	LIEUTENANT	DISTRICT RELIEF 5	12/15/92	50.00
FRITZ	FIREFIGHTER	TRUCK 16	8/02/93	393.00
GANSEL	PARAMEDIC	AMBULANCE 42	6/25/93	290.50
GRASSMUCK	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	8/15/93	44.00
HANNON	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	3/25/93	355.00
HANNON	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	8/25/93	365.04
HATTER	ENGINEER	ENGINE COMPANY 93	8/23/93	400.20
HATTY	LIEUTENANT	TRUCK 34	8/12/93	1116.75
HENRY	FIREFIGHTER	TRUCK 19	8/12/93	478.00
HIRTZER	ENGINEER	ENGINE COMPANY 81	8/25/93	1058.79
JONES	ENGINEER	ENGINE COMPANY 116	8/25/92	15.00
KELLY	FIREFIGHTER	TRUCK 10	8/26/93	186.25
KLEM	LIEUTENANT	ENGINE COMPANY 98	8/12/93	803.50
KUMIEGA-MARSHALL	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	8/25/93	1185.54
MAYER	FIREFIGHTER	SQUAD 1	8/12/93	382.00
MCQUINNNESS	PARAMEDIC	AMBULANCE 21	8/12/93	45.00
MILLER	FIREFIGHTER	ENGINE COMPANY 102	8/23/93	447.15
MILLER	CAPTAIN	TRUCK 43	3/16/92	1236.50
NASH	FIREFIGHTER	TRUCK 44	8/23/93	168.00
ODONNELL	FIREFIGHTER	ENGINE COMPANY 116	8/27/93	409.30

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/01/93

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
OFENLOCH	FIREFIGHTER	ENGINE COMPANY 94	8/12/93	351.75
PRICE	FIREFIGHTER	TRUCK 44	10/05/92	22.00
ROMERO	FIREFIGHTER	ENGINE COMPANY 109	4/09/92	75.00
RYDING	PARAMEDIC	AMBULANCE 23	8/18/93	206.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	25976.65
WATTS	PARAMEDIC	AMBULANCE 17	9/16/92	3892.52
WINBUSH	FIREFIGHTER	ENGINE COMPANY 120	12/01/92	692.36
ZAPER	ENGINEER	DISTRICT RELIEF 3	10/14/92	340.00

(Continued from page 43271)

; and

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

[Third party orders printed on page 43275  
of this Journal.]

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

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

(Continued on page 43276)

CITY OF CHICAGO  
 CITY COUNCIL ORDERS  
 COUNCIL MEETING OF 12/01/93  
 THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
BARRIENTOS	POLICE OFFICER	FOURTEENTH DISTRICT	2/02/92	50.00
BRODERDORF	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/20/93	185.75
COLEMAN-GREEN	POLICE OFFICER	SEVENTH DISTRICT	6/08/93	2529.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	16578.40
DUNN	POLICE OFFICER	FIFTH DISTRICT	9/28/93	3499.00
FINOCCHIO	POLICE OFFICER	NINETEENTH DISTRICT	7/09/92	420.00
HANSEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/11/93	2444.00
JONES JR	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	6/14/93	684.00
LAPORTA	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/29/93	529.00
MALKOWSKI	POLICE OFFICER	FOURTH DISTRICT	6/24/93	864.00
MARKOSHAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/10/93	250.00
MCCAFFERY	POLICE OFFICER	UNKNOWN	6/12/93	1334.80
MEIER	POLICE OFFICER	RECRUIT TRAINING	6/03/93	403.50
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	6/12/93	1821.50
NIEVES	POLICE OFFICER	ELEVENTH DISTRICT	7/20/93	2464.23
POVDLO	POLICE OFFICER	SIXTEENTH DISTRICT	6/18/93	2954.00
TOMASZEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	5/25/93	278.00

(Continued from page 43274)

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

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

*Damage To Property.*

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

Name And Address	Date And Location	Amount
Albert D. Southerland 1263 West 73rd Street Chicago, Illinois 60636	11/19/89 1316 West 73rd Street (alley)	\$150.00

*Damage To Vehicle.*

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

Name And Address	Date And Location	Amount
Mark A. Amati and State Farm Mutual Insurance Co. Cl. 13-L180-475 1040 West Northwest Highway Mount Prospect, Illinois 60056	5/27/91 900 North Central Avenue	\$959.00 150.00**
William Bandemier 2300 South 17th Avenue North Riverside, Illinois 60546	10/23/91 West 32nd Street and South Morgan Street	210.00
Arlene Coffey 5946 South Narragansett Avenue Chicago, Illinois 60638	2/1/90 South Archer Avenue and South Melvina Avenue	100.00

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\*\* To City of Chicago, Bureau of Parking



Name And Address	Date And Location	Amount
Frank Paul Giliberto 3538 South Halsted Street Chicago, Illinois 60609	2/11/93 3538 South Halsted Street	\$3,230.00 70.00**
James E. Griffith 9209 Pier Road P.O. Box 374 Lakeside, Michigan 49116	2/26/92 Main Post Office Downtown Chicago	700.00
Robert Hammond and Allstate Insurance Co. Cl. 1231475110CMJ P. O. Box 1027 Skokie, Illinois 60076	3/24/92 3208 North Broadway	1,018.00
Sergio and Angelita Jacala and American Family Insurance Co. Cl. 671-130918-0423 Suite 200W 1501 Woodfield Road Schaumburg, Illinois 60159	5/25/90 1735 West Fullerton Avenue	253.25
Stephen Kramer 916 West Wolfram Street Apartment 1B Chicago, Illinois 60657	6/10/91 700 West Melrose Street	90.00 110.00**
John W. Krass 3629 North Nottingham Avenue Chicago, Illinois 60634	3/11/93 West Eugene Street and North North Park Avenue	520.00 10.00**
John Miklaszewski 3521 North Broadway Chicago, Illinois 60657	2/3/91 West Addison Street and North Broadway	1,400.00 100.00**

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\*\* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Patula & Associates 116 South Michigan Avenue 14th Floor Chicago, Illinois 60603	2/3/93 300 East Randolph Street	\$213.20
Peter Szumski and Safeco Insurance Co. Cl. 24A920831737 2800 West Higgins Road Suite 1100 Hoffman Estates, Illinois 60195	3/20/92 One half block east of North Kedzie Avenue on West Touhy Avenue	425.00
Frank Anthony Tillery 5114 South Greenwood Avenue Floor 2 Chicago, Illinois 60615	6/29/92 5114 South Greenwood Avenue	119.52 100.00**
Yevgeny Tsyrunikov 4607 North Sheridan Road Apartment 607 Chicago, Illinois 60640	2/15/92 4621 North Sheridan Road	650.00 325.00**
Guenther Fred Uhl 11672 South Joalyce Drive Alsip, Illinois 60658	3/18/92 8928 South Commercial Avenue	500.00
United Parcel Service 6700 West 73rd Street Bedford Park, Illinois 60638	3/3/92 4901 Lamon Avenue	300.00

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\*\* City of Chicago, Bureau of Parking

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS  
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names,

said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on page 43282  
of this Journal.]

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*Do Not Pass* -- SUNDRY SMALL CLAIMS FOR  
VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance/Small Claims Division, to which was referred on February 4, 1992 and on subsequent dates, sundry claims as follows:

Austin, Alice B.

Brooks, Fannie

Buechele, Karen M.

Dorsey, Pamela

Hoffman, Evelyn and Allstate Ins. Co.

Hunt, Trilby Omata

Liberman, Scott A.

Mayer, Joanne and American Family Ins.

Richardson, Gwendolyn and Economy Preferred Ins. Co.

Saint Paul Baptist Church

(Continued on page 43283)

C I T Y O F C H I C A G O  
 COMMITTEE ON CLAIMS AND LIABILITY  
 REFUSE REBATE COUNCIL ORDERS--PASSED  
 MEETING DATE 12/01/93

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
COURTYARD CONDOMINIUM ASSOC.	18	SEMI-ANNUAL 92	450.00	JOHN S. MADRZYK	13
FAULKNER HOUSE CONDOMINIUM	224	SEMI-ANNUAL 92	2,489.58	BURTON F. NATARUS	42
HERMITAGE MANOR COOPERATIVE	108	SEMI-ANNUAL 92	4,050.00	DEXTER WATSON	27
KINGS COURT CONDO, PHASE II	36	SEMI-ANNUAL 92	1,350.00	JOHN S. MADRZYK	13
LAKE POINT TOWER CONDO. ASSN.	874	SEMI-ANNUAL 92	32,775.00	BURTON F. NATARUS	42
LOWELL HOUSE CONDO ASSOC.	252	SEMI-ANNUAL 92	4,066.26	BURTON F. NATARUS	42
MARINA TOWERS CONDO ASSOC	896	SEMI-ANNUAL 92	33,600.00	BURTON F. NATARUS	42
PARK WEST CONDO ASSC.	6	SEMI-ANNUAL 92	225.00	BRIAN G. DOHERTY	41
SPRINGFIELD COURT CONDO. ASSN.	8	SEMI-ANNUAL 92	270.00	JOHN S. MADRZYK	13
STREETERVILLE CENTER CONDO	161	SEMI-ANNUAL 92	4,014.36	BURTON F. NATARUS	42
THE ROYALTON CONDOMINIUMS	80	ANNUAL 92	4,794.00	BERNARD L. STONE	50
THE 400 CONDOMINIUM ASSOC	940	SEMI-ANNUAL 92	6,200.76	BURTON F. NATARUS	42
TWO TWENTY-THREE EAST DELAWARE	10	SEMI-ANNUAL 92	375.00	BURTON F. NATARUS	42
WINSTON TOWERS #3 CONDO ASSOC.	253	ANNUAL 92	8,465.00	BERNARD L. STONE	50
WINSTON TOWERS NO. 4 ASSN.	250	ANNUAL 92	8,170.00	BERNARD L. STONE	50
100 EAST HURON ST.	204	SEMI-ANNUAL 92	7,650.00	BURTON F. NATARUS	42
1366 DEARBORN PARKWAY CONDO.	40	SEMI-ANNUAL 92	1,500.00	BURTON F. NATARUS	42
155 HARBOR DRIVE CONDO ASSOC	742	SEMI-ANNUAL 92	13,050.00	THEODORE MAZOLA	01
161 CHGO. AVE. CONDO ASSOC.	292	SEMI-ANNUAL 92	6,000.00	BURTON F. NATARUS	42
175 E. DELAWARE PL. HOMEOWNERS	705	SEMI-ANNUAL 92	20,000.00	BURTON F. NATARUS	42
180 EAST PEARSON HOMEOWNERS	260	SEMI-ANNUAL 92	9,750.00	BURTON F. NATARUS	42
201 E. CHESTNUT CONDO ASSOC.	128	SEMI-ANNUAL 92	4,266.00	BURTON F. NATARUS	42
210 EAST PEARSON STREET CONDO.	61	SEMI-ANNUAL 92	2,028.00	BURTON F. NATARUS	42
3100 MARTIN LUTHER KING CONDO	42	SEMI-ANNUAL 92	900.00	MADELINE HAITHCOCK	02
7901-11 ELLIS CONDOMINIUM	18	SEMI-ANNUAL 92	658.80	LORRAINE L. DIXON	08
899 S. PLYMOUTH COURT CONDO	250	SEMI-ANNUAL 92	3,291.12	THEODORE MAZOLA	01
900-10 LAKE SHORE DRIVE CONDO	524	SEMI-ANNUAL 92	13,315.34	BURTON F. NATARUS	42

(Continued from page 43281)

Shaver, Robert S. and Country Mutual Ins. Co.

Williams, Loraine

Zaragoza, Elizar,

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, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

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

The Committee on Finance submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration three (3) applications for City of Chicago charitable solicitation (tag day) permits:

- A. Chicago and Greater Metropolitan Area  
Have-A-Heart Charities  
September 1 and 2, 1994 -- citywide;
- B. Little City Foundation  
October 7 and 8, 1994 -- citywide; and
- C. Emergency Food Center, Inc.  
December 13 and 14, 1993 -- citywide,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

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**Action Deferred -- LEVY OF TAXES FOR YEAR 1993  
FOR SPECIAL SERVICE AREA NUMBER 12.**

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

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing a tax levy for Special Service Area Number 12, in the amount of \$14,000,000, 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.*

The following is said ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago, Cook and DuPage Counties, Illinois (the "City") is a duly constituted and existing municipality within the meaning of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under that Article VII; and

WHEREAS, The City Council of the City by ordinance adopted on February 6, 1991 (the "Establishment Ordinance") established the area within the City known and designated as "City of Chicago Special Service Area Number 12" (the "Area"), pursuant to the Constitution of the State of Illinois and to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home municipalities and counties", as amended (the "Special Service Act") and to the provisions of the Revenue Act of 1939, as amended; and

WHEREAS, The boundary of the Area consists of the territory located within the following perimeters:

Oak Street between Lake Michigan and LaSalle Street;

LaSalle Street between Oak Street and Ohio Street;



Ohio Street between LaSalle Street and Kingsbury Street;  
Kingsbury Street between Ohio Street and Grand Avenue;  
Grand Avenue between Kingsbury Street and Desplaines Street;  
Desplaines Street between Grand Avenue and Polk Street;  
Polk Street between Desplaines Street and State Street;  
State Street between Polk Street and the Stevenson Expressway  
(Interstate 55);  
The Stevenson Expressway (Interstate 55) between State Street and  
Lake Park Avenue;  
Lake Park Avenue between 25th Street and 26th Street;  
26th Street (extended) from Lake Park Avenue to Lake Michigan; and  
Lake Michigan between 26th Street (extended) to Oak Street,

but not including any property which is classified as residential property or classified as the residential component of a non-residential property within the Cook County Real Property Classification Ordinance, adopted November 29, 1976, as amended (the "Classification Ordinance"). Only property included in the Area under the Establishment Ordinance, or property added to the Area under the enlargement provisions of the Special Service Act subsequent to the enactment of the Establishment Ordinance shall be subject to the Special Service Tax. The City shall pursuant to the Special Service Act and as soon as practicable hold a public hearing to enlarge the Special Service Area to include those properties which are subject to the Special Service Tax pursuant to the Establishment Ordinance but which became subject to the Special Service Tax subsequent to the enactment of the Establishment Ordinance. The Executive Director shall give notice as soon as practicable to the owners of property which have been classified as residential subsequent to the enactment of the Establishment Ordinance, of their right to disconnect from the Special Service Area. The Area is described in detail in Exhibit A attached to and made a part of this ordinance; and

WHEREAS, The purpose of the Area is to provide a public transportation system and facilities for the Area, including public transportation vehicles and lines such as for light rail, or other transportation modes, stations and related facilities (the "Central Area Circulator") and the special services consist of the development and operation of the Central Area Circulator, including but not limited to, planning, designing, engineering, acquiring, constructing, installing, repairing, equipping, operating, maintaining, renovating, or otherwise providing public transportation and related

facilities principally within the outer perimeter of the Area, said special services being in addition to services provided by and to the City generally; and

WHEREAS, The Establishment Ordinance authorized the levy of an annual ad valorem real property tax (the "Special Service Tax") upon the taxable property located in the Area to produce revenue required to provide the special services. The Special Service Tax shall not be extended at a rate in any year in excess of 0.175% of the equalized assessed valuation of the taxable property located in the Area. The maximum rate at which the Special Service Tax shall be extended in any year shall be further limited to an amount not to exceed the difference between 0.25% and the aggregate rate at which the ad valorem real property taxes levied to pay principal of and interest on the bonds and the notes are extended in that year as provided in the Establishment Ordinance. The Special Service Tax shall be in addition to all other taxes provided by law, including the tax levied to pay principal of and interest on the bonds and the notes, and shall be levied and extended pursuant to the provisions of the Revenue Act of 1939, as amended, and the Special Service Act. This limitation shall not be construed to limit the rate or amount of the ad valorem real property tax levied to pay principal and interest when due on the bonds or the notes; and

WHEREAS, It is anticipated that one-third of the funds for the Central Area Circulator will come from a local source in the form of the Special Service Tax; and

WHEREAS, The Central Area Circulator Board created pursuant to ordinance adopted February 6, 1991 has duly recommended to the Mayor and the City Council the rate or amount of the Special Service Tax to produce revenue required to provide the special services for the Area and has prepared and transmitted an annual proposed budget regarding the development of the Central Area Circulator; and

WHEREAS, It is necessary and appropriate that the special services be provided in the Area for its fiscal year beginning January 1, 1994, and that the Special Service Tax for tax year 1993 be levied against the taxable property located in the Area to produce revenue required to provide the special services in accordance with the budget for the Area; now, therefore,

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

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

SECTION 2. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services principally within the outer perimeter of the Area for the fiscal year commencing January 1, 1994, which special services are in addition to services provided by and to the City generally, the estimated amounts of

miscellaneous income and the amounts required to be raised by the levy of the Special Service Tax upon the taxable property located in the Area indicated as follows:

*Special Service Area Number 12 Tax Levy  
Central Area Circulator  
Fiscal Year 1994.*

Expenditures.

Final Design/Engineering/Procurement/ Construction/Administration	\$14,000,000
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Source Of Funds.

Special Service Tax Levy at a rate not to exceed 0.175% of the equalized assessed valuation of the taxable property located in Special Service Area Number 12	\$14,000,000
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SECTION 3. There is hereby levied pursuant to the provisions of the Constitution of the State of Illinois, the Special Service Act, as amended, the Revenue Act of 1939, as amended and the Establishment Ordinance, the sum of \$14,000,000 as the amount of the Special Service Tax for the tax year 1993 upon the taxable property located in the Area.

SECTION 4. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Special Service Tax at an annual rate not to exceed 0.175% of the equalized assessed valuation of the taxable property located in the Area. The Special Service Tax shall be extended for collection by the County Clerk for the tax year 1993 upon the taxable property located in the Area and shall be in addition to and in excess of all other taxes levied and extended upon the taxable property located in the Area.

SECTION 5. No Special Service Tax shall be levied upon any taxable property located in the Area which is classified as residential property or classified as the residential component of a non-residential property within the Classification Ordinance. Only property included in the Area under the Establishment ordinance, or property added to the Area under the enlargement provisions of the Special Service Act subsequent to the enactment of the Establishment Ordinance shall be subject to the Special Service Tax. The City shall pursuant to the Special Service Act, hold a public hearing to enlarge the Special Service Area to include those properties which are subject to the Special Service Tax pursuant to the Establishment Ordinance, but which became subject to the Special Service Tax subsequent to the enactment of the Establishment Ordinance. Subsequent to such public hearing any such additional properties may, pursuant to the Special Service Act, become subject to the Special Service Tax. The Executive Director shall give notice to the owners of property which has been classified as residential subsequent to the enactment of the Establishment Ordinance of their right to disconnect from the Special Service Area.

SECTION 6. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 7. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect the remaining provisions hereof. If the application of any section, paragraph, clause or provision of this ordinance to any person or circumstance is held invalid, it shall not affect the application of such section, paragraph, clause or provision to such persons or circumstances other than those for which it was held invalid.

SECTION 8. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

[Exhibit "A" referred to in this ordinance unavailable  
at time of printing.]

**COMMITTEE ON AVIATION.**

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**AUTHORIZATION FOR EXECUTION OF COOPERATIVE SERVICE  
AGREEMENT WITH UNITED STATES DEPARTMENT OF  
AGRICULTURE FOR ANIMAL DAMAGE CONTROL  
SERVICES AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance from the Department of Aviation authorizing the City of Chicago to enter into a Cooperative Service Agreement with the United States Department of Agriculture, at O'Hare International Airport, begs leave to report and recommend that Your Honorable Body do *Pass* said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The airlines at the Airport have historically experienced hazardous conditions from deer in certain areas of the Airport; and

WHEREAS, The City desires to enter into an agreement with the United States Department of Agriculture ("U.S.D.A."), Animal and Plant Health Inspection Service ("A.P.H.I.S."), Animal Damage Control ("A.D.C.") to provide animal damage control services at the Airport; now, therefore,

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

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

SECTION 2. That the Mayor or his proxy is authorized, upon the recommendation of the Commissioner of the Department of Aviation, to execute on behalf of the City, subject to approval by the City Comptroller and by the Corporation Counsel as to form and legality, a Cooperative Service Agreement between the City and the A.D.C. substantially in the form attached hereto as Exhibit 1.

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

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

Agreement Number: \_\_\_\_\_

Accounting Code: \_\_\_\_\_

*Cooperative Service Agreement*

*Between*

*United States Department Of Agriculture  
Animal And Plant Health Inspection Service (A.P.H.I.S.)  
Animal Damage Control (A.D.C.)*

*And*

*City Of Chicago ("City").*

*Article 1.*

The purpose of this Agreement is to develop a deer removal program ("Program") for the protection of human health and safety from aircraft-deer strikes at the City of Chicago's O'Hare International Airport ("Airport").

*Article 2.*

A.D.C.'s authority exists under the Animal Damage Control Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b and 426c, as amended) and the Rural Development, Agriculture and Related Agencies Appropriations Act, 1988 (P.L. 100-202) for the Secretary of Agriculture to cooperate with states, individuals, and public and private agencies, organizations and institutions in the control of wild animals and birds injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

*Article 3.*

City's authority to enter into this Agreement is pursuant to an ordinance passed by the City Council of the City of Chicago on \_\_\_\_\_ (Council Journal of Proceedings, p. \_\_\_\_\_).

*Article 4.*

## A.D.C. And City Agree:

- a. A.D.C. will provide animal damage control services to the Airport in accordance with the mutually approved Project Work Plan attached hereto as an exhibit. Such Project Work Plan may be modified from time to time upon mutual agreement of the parties without need for a formal amendment.
- b. All animals and parts thereof taken by A.D.C. personnel shall be donated to a local food bank designated by A.D.C..

*Article 5.*

## City Agrees:

- a. To reimburse the U.S.D.A.-A.P.H.I.S. for the actual costs of animal damage control services associated with this Agreement. These costs shall consist of and be limited to salaries and travel of A.D.C. employees, purchase and lease of equipment necessary to accomplish the goal and processing costs to prepare deer for food bank donation.
- b. A.D.C. shall be responsible for the administration and supervision of the Program.
- c. To process for payment invoices submitted by A.D.C. for equipment and services rendered by A.D.C. as mutually agreed to in the Project Work Plan within 30 days after receipt.
- d. All equipment purchased for the Program is and will remain property of A.D.C..

*Article 6.*

## A.D.C. Agrees:

- a. To provide all resources necessary for accomplishment of this Program; including personnel, equipment, supplies, and other support material.



- b. To bill City monthly for reimbursement of the actual costs incurred by A.D.C. during the performance of agreed upon animal damage control activities.
- c. To provide periodic reports of the A.D.C. Program accomplishments at the Airport.
- d. To make an accounting of funds contributed by City annually and upon termination of this Agreement.

*Article 7.*

Nothing in this Agreement shall prevent any other organization or individual from entering into separate agreements with A.D.C. for the purpose of providing animal damage control activities.

*Article 8.*

A.D.C. activities will be conducted in accordance with applicable federal, state and local laws, rules and regulations.

*Article 9.*

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate U.S.D.A.-A.P.H.I.S. upon failure of Congress to so appropriate.

City fund chargeable is \_\_\_\_\_, and payments are limited to availability of funds contained therein.

*Article 10.*

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

*Article 11.*

A.D.C. shall hold City harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (F.T.C.A.), 28 USC 2761, et seq., except to the extent that aforesaid liability arises from the negligent act or omission of City, its employees, agents, or contractor(s). Such relief shall be provided pursuant to the procedure set forth in the F.T.C.A. and applicable regulations.

*Article 12.*

This Agreement shall become effective upon the date of final signature and shall continue as identified in the Project Work Plan. This Agreement may be amended anytime by mutual agreement of the parties in writing. It may be terminated by either party upon 90 days written notice to the other party. In the event City does not for any reason reimburse expended funds, A.D.C. is relieved of the obligations to continue any operations under this Agreement.

## Signatures:

City of Chicago  
Department of Aviation  
O'Hare International Airport  
P. O. Box 66142  
Chicago, Illinois 60666

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Mayor

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Comptroller

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City Clerk

Approved As To Form And Legality:

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Corporation Counsel

United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Animal Damage Control

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Director, Eastern Region

Project Work Plan attached to this Cooperative Service Agreement reads as follows:

*Project Work Plan.*

Cooperator: City of Chicago

Cooperative Service Agreement No.: \_\_\_\_\_

Location: O'Hare International Airport  
Cook/DuPage Counties, Illinois

Project Work Plan Period: December 1, 1993 -- March 31, 1994

- A. Objective: To provide for the protection of human health and safety from deer-aircraft strikes through the removal of deer from airport properties.
- B. Anticipated Project Results and Benefits: Through application of a variety of animal damage control measures, immediate reductions in deer populations at the airport which pose a threat to human health and safety.
- C. Plan of Action:
  - 1. Personnel: Experienced A.D.C. employees will be used to conduct the Program. Travel expenses will be incurred for employees utilized from surrounding states.

2. Sharpshooter Certification: All A.D.C. personnel involved with the handling of firearms during this Program shall successfully pass the Illinois Department of Conservation's Sharpshooter Certification.
  3. Use of special equipment: Firearms used by certified sharpshooters equipped for night use.
- D. Monitoring of Accomplishments: Monthly reports of activities and accomplishments will be provided to the Airport.

Budget Estimation:

Salary and Benefits:	\$17,500
Travel and Per Diem:	7,000
Deer Processing and Vehicle:	12,000
Equipment and Materials:	<u>12,500</u>
Subtotal:	\$49,000
Administrative Overhead	<u>7,913</u>
TOTAL:	\$56,913

The distribution of the Budget from this Project Work Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the total: \$56,913.

Signatures:

City of Chicago  
Department of Aviation  
O'Hare International Airport  
P. O. Box 66142  
Chicago, Illinois 60666

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Mayor

---

Comptroller

---

City Clerk

Approved As To Form And Legality:

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Corporation Counsel

United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Animal Damage Control

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Director, Eastern Region

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**COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.**

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**AUTHORIZATION FOR TRANSFER OF YEAR 1993  
FUNDS WITHIN COMMITTEE ON LICENSE  
AND CONSUMER PROTECTION.**

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

CHICAGO, December 1, 1993.

*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 1993 within the City Council Committee on License and Consumer Protection, 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 1993. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1993 payable from such appropriations:

## FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Service	100	15-2225	0000	\$1,500

## TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2225	0300	\$1,500

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on License and Consumer Protection during the year 1993.

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

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**AUTHORIZATION FOR TRANSFER OF YEAR 1993 FUNDS  
WITHIN COMMITTEE ON HOUSING AND  
REAL ESTATE.**

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

CHICAGO, December 1, 1993.

*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 1993 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 1993. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1993 payable from such appropriations:



## FROM:

Purpose	Fund	Code Department	Account	Amount
For Contractual Service	100	15-2280	0100	\$4,493.00

## TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2280	0300	\$4,493.00

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 1993.

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

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AUTHORIZATION FOR INSTALLATION OF WATER  
MAINS AT VARIOUS LOCATIONS.

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

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration six (6) orders (under separate committee reports) authorizing the installation of water mains at various locations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Portion Of North Avers Avenue.*

*Ordered*, That the Commissioner of Water is hereby authorized to install 2,610 feet of 8-inch ductile iron water main in North Avers Avenue, from West Division Street to West Chicago Avenue, at a total estimated cost of \$516,897.60 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01418.

*Portion Of North Kilpatrick Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 40 feet of 12-inch and 1,317 feet of 8-inch ductile iron water main in North Kilpatrick Avenue, from West Lawrence Avenue to West Wilson Avenue, at a total estimated cost of \$261,298.65 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01293.

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*Portion Of South Loomis Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 701 feet of 8-inch ductile iron water main in South Loomis Street, from South Lyman Street to West 31st Street, at a total estimated cost of \$144,581.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01445.

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*Portion Of South Racine Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 871 feet of 12-inch ductile iron water main in South Racine Avenue, from West Harrison Street to West Polk Street, at a total estimated cost of \$178,746.68 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01416.

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*Portion Of West Wilson Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 701 feet of 8-inch ductile iron water main in West Wilson Avenue, from

North St. Louis Avenue to North Kimball Avenue, at an estimated cost of \$131,098.35 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01475.

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*Portion Of West 39th Place.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 633 feet of 8-inch ductile iron water main in West 39th Place, from South Campbell Avenue to South Rockwell Street, at a total estimated cost of \$121,704.98 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01388.

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**COMMITTEE ON ECONOMIC AND  
CAPITAL DEVELOPMENT.**

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**AMENDMENT NUMBER ONE TO LINCOLN-BELMONT-ASHLAND  
COMMERCIAL DISTRICT REDEVELOPMENT PLAN.**

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance, transmitted with a communication signed by Mayor Richard M. Daley, approving Amendment No. 1 to the Lincoln-Belmont-Ashland Commercial District Redevelopment

Plan, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of the City of Chicago, the Department of Planning and Development has submitted to the Community Development Commission, hereinafter referred to as the "Commission", Amendment No. 1 to the Lincoln-Belmont-Ashland Commercial District Redevelopment Plan, dated September, 1993; and

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of Chicago, the Commission approved Amendment No. 1 to the Lincoln-Belmont-Ashland Commercial District Redevelopment Plan at its regular meeting of September 14, 1993, which is incorporated herein by this reference; and

WHEREAS, The City Council has received said Amendment No. 1 and it is the sense of the City Council that Amendment No. 1 constitutes an amendment in furtherance of the Lincoln-Belmont-Ashland Commercial

District Redevelopment Plan, and the City Council desires to evidence its approval of Amendment No. 1; now, therefore,

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

SECTION 1. Amendment No. 1 to the Lincoln-Belmont-Ashland Commercial District Redevelopment Plan is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

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SALE OF PROPERTY AT 1531 WEST MELROSE STREET  
TO LA SALLE BANK LAKE VIEW FOR  
USE AS PARKING LOT.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance, transmitted with a communication signed by Mayor Richard M. Daley, approving the sale of Parking Lot No. 33 in the Lincoln-Belmont-Ashland Commercial District to the LaSalle Bank Lake View, begs leave to recommend that Your Honorable Body Pass said ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission, hereinafter referred to as the "Commission"; and

WHEREAS, The Commission is authorized to assume the functions of the former Commercial District Development Commission in the sale of land to promote the redevelopment of project areas; and

WHEREAS, Parking Lot No. 33 is located at 1531 West Melrose Street (the "Subject Property"), and is designated for parking under the Lincoln-Belmont-Ashland Commercial District Redevelopment Plan, Amendment No. 1 (the "Amendment"); and

WHEREAS, LaSalle Bank Lake View (the "Developer") proposes to redevelop the Subject Property as a parking lot; and

WHEREAS, The Commission, by Resolution No. 93-CDDC-45, authorized the sale of Parking Lot No. 33; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of Subject Property as recommended therein, and it is the sense of the City Council that the sale is in furtherance of the Lincoln-Belmont-Ashland Commercial District Redevelopment Plan and should be approved; now, therefore,

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

**SECTION 1.** The sale recommended by the Community Development Commission of the Subject Property in the Lincoln-Belmont-Ashland Commercial District hereby is approved as follows:

Owner	Purchaser	Parcels	Square Feet	Total Price
City of Chicago	LaSalle Bank LakeView	1531 West Melrose Street (P.I.N.s 14-20-328-034 through 14-20-328-040)	36,698	\$370,000

**SECTION 2.** The Commissioner of Planning and Development on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer for the Subject Property which among other things shall provide the following:

- 1) The Developer shall pay the amount for the Subject Property currently owned by the City of Chicago as set forth in Section 1 above.
- 2) The Developer shall redevelop the Subject Property as a parking lot and such development shall be in accordance with the Lincoln-Belmont-Ashland Commercial District Redevelopment Plan, as amended.
- 3) Any further use of the Subject Property other than parking as provided herein shall be subject to the approval of the Commission or its successor agency.

**SECTION 3.** The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed or deeds and a redevelopment agreement as provided herein.

**SECTION 4.** This ordinance shall be effective upon its passage and approval.



COMMITTEE ON HISTORICAL LANDMARK  
PRESERVATION.

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DESIGNATION OF ALLAN MILLER HOUSE  
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. Charles Thurow, Deputy Commissioner, Department of Planning and Development, Landmarks Division (referred to your committee on April 22, 1993) to designate the Allan Miller House as a Chicago landmark, recommends that Your Honorable Body do *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on November 23, 1993.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to §2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks has determined that the Allan Miller House, located at 7121 South Paxton Avenue, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission on Chicago Landmarks has found that the Allan Miller House meets certain criteria for landmark designation listed at §2-120-620 (1), (4) and (5) of the Municipal Code of Chicago; and

WHEREAS, The Allan Miller House is an excellent example of the innovative character of Prairie School architecture, exhibiting such features as: a strong horizontal quality to its overall design, use of geometric forms, an open interior plan, a lack of historical decoration and the use of natural finishes and colors; and

WHEREAS, The Allan Miller House is a vital contribution to Chicago's legacy for innovative architectural design; and

WHEREAS, The Allan Miller House survives in an exceptional state of preservation, thus providing important documentation of the distinctive features of Prairie School design; and

WHEREAS, John S. Van Bergen, the architect of the Allan Miller House, was one of the most important architects of the Prairie School who produced, over a sixty-year career, highly original designs reflecting the creative precepts of the Prairie School; and

WHEREAS, The Allan Miller House is the only remaining house in Chicago designed by architect John S. Van Bergen; and

WHEREAS, The Allan Miller House exemplifies the high standard of housing built in the south shore community during its most prolific building era, from 1915 through 1924; now, therefore,

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

SECTION 1. The Allan Miller House, located at 7121 South Paxton Avenue, and legally described as:

the north half of Lot 19 and all of Lot 20 in Block 2 in the Columbia Addition to South Shore, a subdivision of the west half of Blocks 1 and 4

of Stave and Klemm's Subdivision of the northeast quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (Permanent Index Number: 20-25-202-004),

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the Allan Miller House meets three of the seven criteria for designation are: all aspects of the exterior and interior of the house.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of §2-120-610 (3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of §2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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DESIGNATION OF NORTHWESTERN UNIVERSITY  
SETTLEMENT HOUSE AS CHICAGO  
LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. William M. McLenahan (referred to your committee on October 25, 1989) to designate the Northwestern University Settlement House as a Chicago landmark, recommends that Your Honorable Body do *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on November 30, 1993.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the City of Chicago through its Commission on Chicago Landmarks has determined that the Northwestern University Settlement House, located at 1400 West Augusta Boulevard, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Northwestern University Settlement House meets certain criteria for landmark designation as set forth in Sections 21-66 (1), (3), (4), (5) and (7) of the Municipal Code of Chicago; and

WHEREAS, The Northwestern University Settlement House exemplifies an innovative form of philanthropy which constitutes a vital part of Chicago's legacy to the whole reform movement in the United States and, further, the settlement house has value as an example of Chicago's historic heritage as Chicago became a benchmark in the history of social justice in the United States, most significantly through the social settlement movement; and

WHEREAS, The Northwestern University Settlement House is identified with both men and women who were leaders in social reform and civic amelioration movements and contributed significantly to the development of the philosophy and practice of urban sociology; and

WHEREAS, The design of a multi-purpose social center in the heart of the inner-city was a novel building type in both style and function and the Northwestern University Settlement House is a representative example of such a structure; and

WHEREAS, The architects of the Northwestern University Settlement House, the brothers Irving Kane Pond and Allen Bartlit Pond well understood not only the functional requirements of the settlement house but also the philosophical motivation behind its founding and were pathfinders in formulating both the type and style for buildings that combined collective living and social services; and

WHEREAS, Chicago has claim to a distinguished heritage in the field of social service and the settlement houses are an integral factor in this by virtue of their distinctive physical appearance which has always set them apart in any neighborhood where their presence has always provided an anchor and source of support and assistance to the residents; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Northwestern University Settlement House is truly important to Chicago, and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Northwestern University Settlement House be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Northwestern University Settlement House, located at 1400 West Augusta Boulevard, Chicago, Illinois, and specifically described as:

the southerly 88.86 feet of Lots 50, 51 and 52 in Block 2 in Ezra McCagg's Subdivision of Block 19 in Canal Trustees' Subdivision of the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois,

is hereby designated in its entirety, along with the land on which it stands, as a Chicago landmark. The critical features identified for preservation are all exterior faces of the building. Building interiors are not considered critical features.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Title 2, Chapter 120, Section 700 of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Title 2, Chapter 120, Section 720 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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DESIGNATION OF ON LEONG MERCHANTS ASSOCIATION  
BUILDING AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. Charles Thurow, Deputy Commissioner, Department of Planning and Development, Landmarks Division (referred to your committee on April 22, 1993) to designate the On Leong Merchants Association Building as a Chicago landmark, recommends that Your Honorable Body do *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on November 30, 1993.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks, has determined that the On Leong Merchant's Association Building, located at 2216 South Wentworth Avenue, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the On Leong Merchants Association Building meets certain criteria for landmark designation under Sections 2-120-620 (1), (4), and (7) of the Municipal Code of Chicago; and

WHEREAS, The design of the On Leong Merchants Association Building is an innovative integration of a building type common to Chicago, the union hall, with the massing and ornamental elements that are singularly associated with the stylistic traditions of China and particularly of the southern Chinese province of Kuangtung; and

WHEREAS, The On Leong Merchants Association Building is particularly noteworthy for its richly detailed facade, having a decorative treatment that is unique in Chicago, and which demonstrates the skill of the architects and craftsmen responsible for interpreting and articulating an architectural vocabulary with which they were previously unfamiliar; and

WHEREAS, The On Leong Merchants Association Building is a structure designed to house many neighborhood services, including a Chinese language school for children, facilities to house newly-arrived immigrants, and a meeting and banquet hall, allowing the association to function, in its early years, much like an ethnic chamber of commerce, functions which it will once again house under the administraton of its new owners; and

WHEREAS, The On Leong Merchants Association Building maintains a singular and distinctive physical presence due to its unique design, which evokes the ancient traditions of Chinese architecture; and

WHEREAS, Due to its location, standing as the symbolic center of the largest concentration of Chinese-Americans in Illinois and the midwestern United States, a neighborhood informally known as Chinatown, it has become a special and recognized element of the City of Chicago; now, therefore,

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

SECTION 1. The On Leong Merchants Association Building, located at 2216 South Wentworth Avenue, Chicago, Illinois, and legally described as:

Lots 53, 54, 55 and 56 in Walker's Subdivision of the north part of the west half of the northeast quarter of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (Permanent Index Numbers: 17-28-202-035 and 17-28-202-036),

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the On Leong Merchants Association Building meets three of the seven criteria for landmark designation are all exterior aspects of the building, including all roofs, and any significant surviving interior features.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.



DESIGNATION OF PERKINS, FELLOWS & HAMILTON  
OFFICE AND STUDIO AS CHICAGO  
LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. William M. McLenahan (referred to your committee on May 20, 1992) to designate the Perkins, Fellows & Hamilton Office and Studio as a Chicago landmark, recommends that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on November 30, 1993.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks has determined that the Perkins, Fellows & Hamilton Office and Studio, located at 814 North Michigan Avenue, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Perkins, Fellows & Hamilton Office and Studio meets certain criteria for landmark designation under Sections 2-120-620(1), (4) and (5) of the Municipal Code of Chicago; and

WHEREAS, Sited due west of the Old Chicago Water Tower, the Perkins, Fellows & Hamilton Office and Studio constructed in 1917, reflects the prevailing character of the district just then emerging as an artistic enclave nicknamed "Towertown"; and

WHEREAS, The choice of a North Michigan Avenue address for the Perkins, Fellows & Hamilton Office and Studio further reflects the importance of that boulevard as a prestigious commercial location projected for realization in the 1920s; and

WHEREAS, The Perkins, Fellows & Hamilton Office and Studio is a rare example of a building designed by architects for their own exclusive use and built to their own unusual specifications; and

WHEREAS, Designed in the Gothic manner, in part a reflection of its proximity to the Old Chicago Water Tower, the facade of the Perkins, Fellows & Hamilton Office and Studio is further enlivened with picturesque and humorous ornament by sculptor Emil R. Zettler, an early example of his collaboration with architects; and

WHEREAS, The Perkins, Fellows & Hamilton Office and Studio is identified with a distinguished Chicago architectural practice and, particularly, with Dwight Perkins, a major figure in the Prairie School movement known especially for his innovative designs for public and private schools and for the way in which his architecture reflected his civic and social concerns; now, therefore,

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

SECTION 1. The Perkins, Fellows & Hamilton Office and Studio, located at 814 North Michigan Avenue, and legally described as:

Lot 4 in the subdivision of the west part of Block 21 in Canal Trustee's Subdivision of the south fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County Illinois (Permanent Index Number 17-03-231-005)

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the Perkins, Fellows & Hamilton Office and Studio meets three of the seven criteria for designation are all aspects of the east (front) elevation and roof of the building.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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DESIGNATION OF JOHN RATH HOUSE  
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation, having under consideration a communication signed by Mr. Charles Thurow, Deputy Commissioner, Department of Planning and Development, Landmarks Division (referred to your committee on September 15, 1993) to designate the John Rath House as a Chicago landmark, recommends that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on November 23, 1993.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks has determined that the John Rath House, located at 2703 West Logan Boulevard, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission on Chicago Landmarks has found that the John Rath House meets certain criteria for landmark designation listed at Sections 2-120-620 (1), (4) and (5) of the Municipal Code of Chicago; and

WHEREAS, The John Rath House exhibits all of the distinctive characteristics of the work of the architect George Washington Maher; and

WHEREAS, George Maher is internationally recognized as an important architect associated with progressive American residential design; and

WHEREAS, The collective works of George Maher, including the John Rath House, buoy Chicago's international reputation for innovation and quality in architectural design; and

WHEREAS, John Rath, the first owner of the John Rath House, was a prominent figure in Chicago commerce as the president of one of the largest barrel manufacturers in the nation; and

WHEREAS, Clayton F. Smith, a later occupant of the John Rath House, was an important figure in the Chicago Democratic Party, holding a variety of city and county elected positions over a sixty-year career in public life; and

WHEREAS, The John Rath House is prominently sited on a corner lot along Logan Boulevard, a part of the city's world-renowned boulevard system; now, therefore,

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

SECTION 1. The John Rath House, located at 2703 West Logan Boulevard and legally described as:

Lots 1 and 2, and Lot 3, except the east 14 feet thereof, in Block 6 of Harriet Farlin's Subdivision of the south three-quarters of the west half of the southeast quarter of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (Permanent Index Number 13-25-417-005)

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the John Rath House meets three of the seven criteria for designation are all aspects of the exterior and interior of the house.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

DESIGNATION OF LORADO TAFT MIDWAY  
STUDIOS AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. William McLenahan (referred to your committee on July 29, 1993) to designate the Lorado Taft Midway Studios as a Chicago landmark, recommends that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on November 23, 1993.

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks has determined that the Lorado Taft Midway Studios, located at 6016 South Ingleside Avenue, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Lorado Taft Midway Studios meets certain criteria for landmark designation under Sections 2-120-690 (1), (3) and (7) of the Municipal Code of Chicago; and

WHEREAS, 6016 South Ingleside Avenue is associated with Lorado Taft, a prominent sculptor, educator, author and spokesperson for the arts in Chicago, the State of Illinois, and the United States during the early twentieth century, who was singularly dedicated to furthering the cause of the arts for his generation and those to succeed him; and

WHEREAS, The Lorado Taft Midway Studios is the site of the creation of most of the important artistic works of Lorado Taft, whose sculpture can be found throughout Chicago, throughout Illinois, and in thirteen other states and the District of Columbia, and whose reputation as an artist brought credit to himself, to the institutions with which he was associated, and to the City of Chicago; and

WHEREAS, The Lorado Taft Midway Studios was a studio facility founded by Lorado Taft for the additional purpose of providing an environment, based on historic models, where young artists could receive practical training in the creative process, rather than learning by academic formulae as was popular at the time, and where Lorado Taft demonstrated his dedication to furthering the education of young artists at these studios by financing their operation entirely out of his own funds; and

WHEREAS, The Lorado Taft Midway Studios is a building of a singular design which has been determined by its original and ongoing artistic functions and which has, through its use and its associations with Chicago's first sculptor of national renown, acquired a presence that is unique in the streetscapes and cultural life of the City of Chicago; now, therefore,

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

SECTION 1. The Lorado Taft Midway Studios, located at 6016 South Ingleside Avenue, Chicago, Illinois, and legally described as:

the east 28.73 feet of Lot 5, Lot 6 and Lot 7 in Clark, Martin & Layton's Subdivision of the south half of the north half of the southwest quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (Permanent Index Numbers 20-14-302-002 and 20-14-302-003),

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. The significant historical and architectural features that make an essential contribution to the qualities and characteristics by which the Lorado Taft Midway Studios satisfies three of the seven criteria for landmark designation are all existing exterior elevations and roofs. Building interiors are not considered critical features.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago, regarding notification of said designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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#### COMMITTEE ON HOUSING AND REAL ESTATE.

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#### ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred seven ordinances accepting bids for the sale of City-owned property at the following locations:

1547 -- 1549 South Drake Avenue

1225 South Fairfield Avenue



1217 -- 1219 West Gunnison Street

1226 South Harding Avenue

1214 -- 1224 South Kedzie Avenue and 1215 -- 1225 South Sawyer Avenue

2525 West Madison Street

2331 West Moffat Street,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*1547 -- 1549 South Drake Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of James Foster and Hattie Foster, his wife, as joint tenants, P.O. Box 2223, Oak Park, Illinois 60603, to purchase for the sum of \$5,000.00, the City-owned vacant property, as advertised, described as follows:

Lot 15 in Block 6 in Grant's Addition to Chicago, a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1547 -- 1549 South Drake Avenue, Permanent Tax No. 16-23-223-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*1225 South Fairfield Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Sherman and Sohnella Oglesby, his wife, as joint tenants, 1217 South Fairfield Avenue, Chicago, Illinois 60608, to purchase for the sum of \$2,960.00, the City-owned vacant property, as advertised, described as follows:

Lot 5 in D. D. Healy's Subdivision of Lots 1 to 5, inclusive, in D. D. Healy's Subdivision of the south part of Lot 3 in Block 2 and Lots 5 to 9, inclusive, in D. D. Healy's Subdivision of Lots 4 and 5 in Block 2 in Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1225 South Fairfield Avenue, Permanent Tax No. 16-24-201-011)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*1217 -- 1219 West Gunnison Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Mary Ann McDermott, 4861 North Magnolia Avenue, Chicago, Illinois 60640, to purchase for the sum of \$60,000.00, the City-owned vacant property, as advertised, described as follows:

Lot 12 in the resubdivision of Block 1 (except Lots 1, 2 and 3 in Rufus C. Hawls Addition to Argyle in the south half of the southwest quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1217 -- 1219 West Gunnison Street, Permanent Tax No. 14-08-320-005)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$6,000.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*1226 South Harding Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Thelma Marie Brown, 1220 South Harding Avenue, Chicago, Illinois 60623, to purchase for the sum of \$2,720.00, the City-owned vacant property, as advertised, described as follows:

Lot 16 in Block 1 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1226 South Harding Avenue, Permanent Tax No. 16-23-100-027)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$270.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*1214 -- 1224 South Kedzie Avenue And  
1215 -- 1225 South Sawyer Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Boulevard Realty Services Corp., 1111 South Homan Avenue, Chicago, Illinois 60624, to purchase for the sum of \$29,501.00, the City-owned vacant property, as advertised, described as follows:

Lots 11 through 15, inclusive, and Lots 42 through 46, inclusive, in Subblock 1 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5, and 10 in Circuit Court Partition of the east half of the northeast quarter of that part of the east half of the southeast quarter lying north of the center line of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1214 -- 1224 South Kedzie Avenue and 1215 -- 1225 South Sawyer Avenue, Permanent Tax Nos. 16-23-207-005, 006, 007, 008 and 015; 16-23-207-021, 022, 023 and 024)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,951.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*2525 West Madison Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Marty DeRoin and Daniel J. Tweedie, as tenants in common, 122 South Michigan Avenue, Suite 1800, Chicago, Illinois 60603, to purchase for the sum of \$6,188.00, the City-owned vacant property, as advertised, described as follows:

Lot 1 in Circuit Court Partition of Lots 1 and 2 in Block 8 of Rockwell's Addition to Chicago, being the northeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, and the west half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian (except the west 75 feet of the south 125 feet of Lot 1), in Cook County, Illinois (commonly known as 2525 West Madison Street, Permanent Tax No. 16-13-202-012)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$705.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

*2331 West Moffat Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Petrozini, 1662 West Fullerton Avenue, Chicago, Illinois 60614, to purchase for the sum of \$16,115.00, the City-owned vacant property, as advertised, described as follows:

Lot 6 in Block 14 in Pierce's Addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2331 West Moffat Street, Permanent Tax No. 14-31-310-013)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,611.50 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTY AT 523 EAST 44TH PLACE  
UNDER ADJACENT NEIGHBORS LAND  
ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred an ordinance accepting the sale of City-owned property under the Adjacent Neighbors Land Acquisition Program at 523 East 44th Place, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City of Chicago hereby accepts the bid listed below to purchase City-owned vacant property under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981 found between pages 584 -- 585 of the Journal of City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 of Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803 -- 14805 of the



Journal of the City Council Proceedings. Said bid and legal description are as follows:

Bidder: Paul L. Jones

Real Estate Number: 4382

Address: 525 East 44th Place

Address: 523 East 44th Place

Bid Amount: \$1,501.00

Index Number: 20-03-409-012

### Legal Description

Lot 14 in Wirt D. Walker's Subdivision of Block 7 in County Clerk's Division of Unsubdivided Lands in the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 523 East 44th Place, Chicago, Illinois).

SECTION 2. That the conveyance of the City-owned property under the "Adjacent Neighbors Land Acquisition Program" is subject to all terms and conditions, covenants and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyance is to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the City-owned vacant property to be conveyed is to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and the City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to said property to the above listed bidder.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of this property has been completed, to deliver the cashier's check, certified check, bank check and/or money order of

the above listed bidder in the full amount to the City Comptroller, who is authorized to deposit said check and/or money order into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said property.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

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ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTIES AT SUNDRY LOCATIONS  
UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of General Services authorizing the sale of City-owned property under the Special Sales Program at the following locations:

253 -- 259 North Francisco Avenue and 2854 West Walnut Street

11730, 11746, 11852 and 11929 South Indiana Avenue

2114 West Warren Boulevard

1417 West 63rd Street,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*253 -- 259 North Francisco Avenue And 2854 West Walnut Street.*

WHEREAS, The City of Chicago is the owner of vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Landmarks Preservation Council, an Illinois not-for-profit corporation, 53 West Jackson Boulevard, Room 752, Chicago, Illinois 60604 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing housing; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago approves the sale of the Property to Landmarks Preservation Council, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to Landmarks Preservation Council, an Illinois not-for-profit corporation, 53 West Jackson Boulevard, Room 752, Chicago, Illinois 60604.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with housing within one year of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon issuance of a certificate of occupancy by the City of Chicago.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect upon its passage.

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

*Exhibit "A".*

*Legal Descriptions.*

Lot 4 in Mancou's Resubdivision of Lots 1, 2 and 3 in Francisco Terrace, being a resubdivision of Lots 10 to 14, both inclusive, in the part of Lot 15 lying north of West Walnut Street in Block 14, all in J. B. Brown's Subdivision of Lot 13 and the south 3 acres of Lot 2 of D. S. Lee and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 253 -- 259 North Francisco Avenue, Chicago, Illinois, Permanent Index No. 16-12-311-038).

Lot 7 in Mancou's Resubdivision of Lots 1, 2 and 3 in Francisco Terrace, a resubdivision of Lots 10 to 14 and that part of Lot 15 lying north of West Walnut Street in Block 13 in J. B. Brown's Subdivision of Lot 13 and the south 3 acres of Lot 2 of D. S. Lee and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2854 West Walnut Street, Chicago, Illinois, Permanent Index No. 16-12-311-055).

*11730, 11746, 11852 And 11929 South Indiana Avenue.*

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, New Life Baptist Church of Chicago, an Illinois not-for-profit corporation ("Grantee"), 11026 South Indiana Avenue, Chicago, Illinois, has offered to purchase the Property from the City for the purpose of providing a garden/recreational area thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to New Life Baptist Church of Chicago, an Illinois not-for-profit corporation, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to New Life Baptist Church of Chicago, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) the Property is improved for use as a garden/recreational area within twelve months from the date of this deed; and
- 2) the Property is used as a garden/recreational area for a period of not less than seven years from the date of this deed.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate seven years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

**SECTION 4.** This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".*

*Legal Description.*

Lots 32 and 33 in Block 3 in Sawyer's Subdivision of Block 2 in First Addition to Kensington in Sections 22, 27 and 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11730 South Indiana Avenue, Chicago, Illinois, Permanent Index No. 25-22-314-035).

Lot 28 in the subdivision of Block 3 in Sawyer's Subdivision of Block 2 in First Addition to Kensington in Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11746 South Indiana Avenue, Chicago, Illinois, Permanent Index No. 25-22-314-039).

The south half of Lot 60 and the south 2 feet of the north half of Lot 60 and the north half of Lot 61 in Block 5 in First Addition to Kensington in Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11852 South Indiana Avenue, Chicago, Illinois, Permanent Index No. 25-22-321-042).

Lot 12 and the north half of Lot 13 in Block 1 in Sawyer's Subdivision of Block 7 in First Addition to Kensington, a subdivision of parts of Sections 22 and 27 lying north of the Indian Boundary Line, and part of Section 28 lying south of Indian Boundary Line, all in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as

11929 South Indiana Avenue, Chicago, Illinois, Permanent Index No. 25-27-104-009).

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*2114 West Warren Boulevard.*

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Saint Leonard's House, an Illinois not-for-profit corporation ("Grantee"), 2100 West Warren Boulevard, Chicago, Illinois, has offered to purchase the Property from the City for the purpose of providing a recreational/playground area thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Saint Leonard's House, an Illinois not-for-profit corporation, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Saint Leonard's House, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) the Property is improved for use as a recreational/playground area within twelve months from the date of this deed; and
- 2) the Property is used as a recreational/playground area for a period of not less than seven years from the date of this deed.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate seven years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".*

*Legal Description.*

Lot 12 in the resubdivision of Lots 1, 2 and 3 in Greene's Subdivision of Block 59 in the Canal Trustees Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2114 West Warren Boulevard, Chicago, Illinois, Permanent Index No. 17-07-326-034).

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*1417 West 63rd Street.*

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Living Light Total Outreach for Christ, an Illinois not-for-profit corporation ("Grantee"), 1414 West 63rd Street, Chicago, Illinois, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use in conjunction with the Church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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



SECTION 1. The City of Chicago hereby approves the sale of the Property to Living Light Total Outreach for Christ, an Illinois not-for-profit corporation, in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Living Light Total Outreach for Christ, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

- 1) a parking lot is built on the Property within six months of the date of this deed; and
- 2) the Property is used as a parking lot for a period of not less than five years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".*

*Legal Description.*

Lots 6 and 7 in Block 1 in Daniel Goodwin's Subdivision of the northwest quarter of the northwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1417 West 63rd Street, Chicago, Illinois, Permanent Index No. 20-20-103-004).

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE  
OF PROPERTY AT 1917 SOUTH SPAULDING  
AVENUE AND AUTHORIZATION FOR  
RECONVEYANCE TO SUBSTITUTE  
PARTICIPANT UNDER CHICAGO  
ABANDONED PROPERTY  
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Buildings authorizing the sale of City-owned property under the Chicago Abandoned Property Program at 1917 South Spaulding Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Buildings ("Commissioner") has represented that the Participant is unable to complete the demolition or rehabilitation of the building as required under C.A.P.P.; and

WHEREAS, The Commissioner has recommended that the Participant be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

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

*Exhibit "A".*

Property Address: 1917 South Spaulding Avenue.

Previous Ordinance Date: May 20, 1992.

Participant: Blanca Dominguez.

Substitute Participant: New Age Development Group, Inc.  
(an Illinois Corporation).

Purpose: Rehabilitation.

Permanent Index Number: 16-23-421-005.

Legal Description.

Lot 42 and the north half of Lot 41 in Block 14 in Douglas Park Addition to Chicago, being a subdivision of that part of the east half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of Ogden Avenue, also Lots 4 and 5 of Circuit Court Partition of the west half of the west half of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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SALE OF PARKING LOT NUMBER 48 LOCATED AT 9140  
SOUTH EXCHANGE AVENUE TO GOLD  
SHOES, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the sale of Parking Lot No. 48 located at 9140 South Exchange Avenue to Gold Shoes, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of Parking Lot No. 48 located at 9140 South Exchange Avenue, and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Gold Shoes, Inc., an Illinois corporation, 919 North Michigan Avenue, Chicago, Illinois 60611, has offered to purchase the Property from the City for the purpose of maintaining a parking lot thereon for the benefit of Goldblatt's and the customers of the neighborhood businesses; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property "as is" to Gold Shoes, Inc. in the amount of \$51,000.00, conditioned upon the vacation of the alleys which are located within the boundaries of Parking Lot No. 48.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to Gold Shoes, Inc.. The quitclaim deed conveying the Property to Gold Shoes, Inc. shall contain language substantially in the following form:

This conveyance is subject to the express conditions that Grantee, or its successors or assigns, operates a parking lot on the Property for a period of not less than 20 years from the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. This right of re-entry and reverter in favor of the City of Chicago shall terminate after 20 years from the date of this deed.

Notwithstanding the foregoing, Grantee may devote the Property to a different use provided that it obtains the prior written approval of the City, and pays the City additional compensation in an amount to be agreed upon by the parties; the Grantee understanding and acknowledging that the purchase price paid by Grantee was based upon an appraisal of the Property as a parking lot.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments incurred from and after the date of the conveyance.

SECTION 3. This ordinance shall take effect upon its passage.

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

*Exhibit "A".*

*Legal Description.*

Parcel 1:

The south 61 feet of Lots 1 to 4 inclusive, and Lots 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 56 in Block 72 in South Chicago, a subdivision by

Calumet and Chicago Canal & Dock Co., of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line lying north of the Michigan Southern Railroad and Fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of the east/west 20 foot alley lying south of and adjoining Lots 1 to 9 and lying east of the west line of said Lot 9 extended southerly to the north line of Lot 56, aforesaid.

Parcel 3:

That part of the north/south 20 foot alley lying east of and adjoining Lot 56 and the easterly and southeasterly projections of the northerly and southwesterly lot lines, and lying west of and adjoining Lots 17 to 24, both inclusive, and the westerly projection of the northerly line of Lot 17 and the northwesterly projection of the southwesterly line of Lot 24, aforesaid.

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ACCEPTANCE OF EASEMENT OR RIGHT OF ENTRY FOR  
CONSTRUCTION OF INTEGRATED WARNING  
SIREN SYSTEM THROUGHOUT  
CHICAGO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing the Commissioner of Fire to accept an easement or right of entry for the purpose of constructing an integrated warning siren system in the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Fire has proposed a project for the construction of an integrated warning siren system throughout the City of Chicago ("Project"); and

WHEREAS, The City has been awarded a grant for the Project in the amount of \$1,000,000.00 by the Federal Emergency Management Agency; and

WHEREAS, The Department of Fire has identified approximately \$1,240,000.00 available to satisfy the City's matching fund commitment for the Project; and

WHEREAS, The Commissioner of Fire desires to accept easements or rights of entry in and on parcels of real estate which are not owned by the City in order to locate facilities and equipment for the Project; and

WHEREAS, The City of Chicago is a home rule municipality pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and



WHEREAS, The Project is a matter pertaining to the government and affairs of the City; now, therefore,

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

SECTION 1. The Commissioner of Fire is hereby authorized to accept such easements or rights of entry in property not owned by City of Chicago on terms and conditions (including indemnification), and to the extent reasonably necessary to implement the Project, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall take effect upon its passage and approval in accordance with law.

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COMMISSIONER OF HOUSING REQUIRED TO PREPARE  
FIVE YEAR PRODUCTION ESTIMATE AND FILE  
QUARTERLY FINANCE ACTIVITY REPORTS  
CONCERNING CITY'S DEVELOPMENT  
OF AFFORDABLE HOUSING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred a substitute ordinance to the Affordable Housing and Community Jobs Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, , Murphy, Rugai, Troutman, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, O'Connor, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 41.

*Nays* -- Aldermen Madrzyk, Laski, Allen, Doherty -- 4.

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

The following is said ordinance as passed:

WHEREAS, Over the last three decades the City of Chicago has experienced the loss of thousands of units of housing that is affordable to persons of low- and moderate-income; and

WHEREAS, The reduced availability of affordable housing not only causes great hardship on the City's disadvantaged, but also leads to a diminished property tax and income base and thereby increases the burden on all taxpayers in the City; and

WHEREAS, In order to ameliorate these conditions, the City of Chicago has set aside funding and devised a plan for the development of affordable housing in the City; and

WHEREAS, It is important that this funding and affordable housing be distributed fairly and equitably to the different communities and ethnicities throughout Chicago; and

WHEREAS, It is appropriate that the Department of Housing report on its efforts in the development of affordable housing; now, therefore,

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

SECTION 1. The Commissioner of Housing shall prepare a five-year estimate of the number of units of affordable housing to be developed with the benefit of Department of Housing (D.O.H.) financing in each of the five years covered by the estimate, including funding source and income level of program beneficiaries. The estimate shall be revised annually. The form of the report shall be the same as that in Exhibit A, attached: D.O.H. Five-Year Production Estimates.

SECTION 2. The Commissioner of Housing shall file with the City Council quarterly reports on the financing activity of D.O.H. including specific information about each of the affordable housing loans passed by the City Council in the preceding quarter. Reports shall contain the following information:

(1) A report on each affordable housing project: address, location by ward, number of units, rent levels and number of bedrooms in each apartment, acquisition costs and development costs per unit, the name of each developer and (whether it is a non-profit or for-profit entity) and lender involved in the project, and the terms of all loans the proceeds of which are used to finance the acquisition and/or development. Information on loans shall include separate statements of private and public funding (by funding source) involved, and shall be limited to loans in excess of \$150,000 in principal amount. Each quarterly report will also contain an update on which developments approved by City Council have closed during the preceding quarter.

(2) A comparison between housing production figures as predicted by the five-year estimate and actual production for the period from January 1, 1994 to the end of the quarter for which the report is made. The comparison shall be divided into components to reflect the various affordable housing programs conducted by the City. The form of the report shall be the same as that in Exhibit A, attached: D.O.H. Five-Year Production Estimates.

(3) An outline and description of any alterations in policy, programs, or external factors beyond D.O.H.'s control which would impact production goals.

(4) Such other information as the Housing Committee deems necessary to advise fully the City Council.

SECTION 3. Reports shall be filed no later than the last business day of April, July, October and January of each year. The first report shall be filed on April 29, 1994, and shall provide the required information for the period January 1, 1994, through March 31, 1994.

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

[Exhibit "A" attached to this ordinance printed  
on pages 43353 through 43354 of  
this Journal.]

Exhibit "A".  
(Page 1 of 2)

OCTOBER 15, 1993		OOH FIVE-YEAR PRODUCTION ESTIMATE UNDER PROPOSED CITY FUNDING AND DISTRIBUTION OF RESOURCES											
1 YR	5 YRS	AUTHORIZATION/DESCRIPTION	UNITS BY INCOME LEVEL (5 YEARS)					81-120K	TOTAL	RATIO/ALE			
			0-17K	18-30K	31-50K	51-60K	61-80K				81-120K	TOTAL	RATIO/ALE
			80-8,000	88-15,000	15-24,000	24-29,000	29-38,000	38-58,000					
<b>HOUSING CREATION</b>													
Public Participation Bonds	\$ 6.0	\$ 30.0	IRDA/City Bonds-1% First Mortgages	250	250						500	\$60,000/unit.	
Dedicated Revenue Stream	4.0	20.0	Long-Term Project Based Rental Subsidy -Low Income Housing Trust Fund	834	833						1,667	LIMIT Average \$2,400/unit/ Year.*	
CDBG Float Loans	20.0	100.0	First Mortgage Construction Financing	417	683	400	167				1,667	\$60,000/unit.*	
Housing Revenue Bonds	10.0	50.0	First Mortgage Permanent financing for Housing Projects	463	463	463	463				1,852	\$27,000/unit.*	
City Fee Waivers	0.7	3.5	Fee Waivers on DOH-funded Projects \$340/unit on 2,000 units/year	29	48	28	12				117	\$30,000/unit.	
Tax Increment Financing	2.0	10.0	Future Tax Increment Used to Support First Mortgage.	84	136	80	33				333	\$30,000/unit.	
HOME	31.0	155.0	New Homes-Deep Subsidy: \$1MM/YR Home Buyers Closing Cost Assistance and Gap financing: \$1MM/YR Single Family Rehab: \$1.5MM/YR Multi-Family Programs: \$27.5MM/YR	1,250	278	1,528	1,527				4,583	\$40,000/unit. \$15,000/unit. \$30,000/unit. \$30,000/unit.	
CDBG	17.0	85.0	Single Family Rehab: \$0.4MM/YR Multi-Family Programs: \$16.6MM/YR	261	1,531	182	793				2,767	\$30,000/unit. \$30,000/unit.	
Corporate	4.6	23.0	New Homes for Chicago: \$1.0MM/YR HOME Match (Multi-Family): \$3.5MM/YR HOME Match (New Homes): \$0.1MM/YR	194	194	195	13		250		583	\$20,000/unit. \$30,000/unit. \$40,000/unit.	
Low Income Housing Tax Credits	16.0	80.0	Equity Generated by \$3.5MM in Annual tax Credits	889	889	889					2,667	\$30,000/unit.*	
<b>Total Housing Creation</b>	<b>\$111.3</b>	<b>\$556.5</b>		<b>Units 2,334</b>	<b>3,698</b>	<b>5,472</b>	<b>3,930</b>	<b>2,090</b>	<b>250</b>	<b>17,774</b>			



AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT  
AT 3900 SOUTH CALIFORNIA AVENUE FOR  
CANNELL FILMS LTD.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 3900 South California Avenue to Cannell Films Ltd. (Lease No. 20088), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Lessor, and Cannell Films Ltd., as Lessee, for the entire building, excluding a portion of the third (3rd) floor for use by the Department of Police, located at 3900 South California Avenue, said property to be used for the sole purpose of filming a movie for television. Such lease to be approved by the Commissioner of General Services, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed  
on page 43360 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

*Rider.*

- Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Asset Manager, Bureau of Real Estate Management, Department of General Services, 510 North Peshtigo Court, Room 303B, Chicago, Illinois 60611 or at such other place the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.
- Sixth: Lessee shall provide and maintain, at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Prior to execution of this lease Lessee shall furnish a certificate of insurance to the City Risk Manager consistent with the requirements in this clause.

- Seventh: The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with Lessee's conduct of its regular business. In the event of an emergency, an emergency being an event that threatens the immediate life, health or safety of those individuals on the premises and/or an event that will cause the immediate destruction or substantial damage to the property, the Lessor shall not be required to give Lessee notice prior to entering the premises.
- Eighth: Lessee shall be responsible for all repairs and improvements to the demised premises and shall take possession of demised premises in its present condition.
- Ninth: Lessee agrees to indemnify and hold the City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City by reason or on account of damage to the property of the City or injury to or death of any person, arising from Lessee's use or occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Tenth: Lessee agrees in utilizing said premises it shall not discriminate against any member of the public because of race, creed, color or national origin.
- Eleventh: Any activities on the premises must be limited to filming of a movie. The promotion and operation of a police station does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Lessee shall not use said premises for political or religious activities.
- Twelfth: Lessee shall pay all utility costs associated with the demised premises.
- Thirteenth: Lessee shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.



- Fourteenth: Lessee shall provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.
- Fifteenth: Lessee agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.
- Sixteenth: For any activity which Lessee desires to conduct on the premises in which a license or permit is required, said license or permit must be obtained by Lessee prior to using the premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.
- Seventeenth: All improvements excluding trade fixtures that Lessee constructs or installs in demised premises at Lessor's option become the property of the Lessor at the termination of this lease.
- Eighteenth: Trade fixtures: Upon the termination of this lease by lapse of time, Lessee may remove Lessee's personal property and equipment, provided that Lessee shall repair any injury or damage to the leased premises which may result from such removal. If Lessee does not remove Lessee's furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased premises prior to the end of the term, Lessor may, at its option, remove the same and deliver them to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, including the repair for such removal, delivery and warehousing to Lessor on demand, or Lessor may treat such property as being conveyed to Lessor with this Lease as a bill of sale, without further payment or credit by Lessor to Lessee.

- Nineteenth: Lessor and/or Lessee has the right to terminate this lease upon thirty (30) days prior written notice after execution of this lease.
- Twentieth: Lessee shall provide its own scavenger service.
- Twenty-First: Lessee shall not use the adjacent parking lot for any purpose whatsoever unless approved by the Commissioner of General Services and Chicago Transit Authority.
- Twenty-Second: Lessee acknowledges that the Chicago Police Department requires continued access to the 3900 South California Avenue building in order to maintain and operate equipment on the 3rd floor which is essential to the functioning of the 9-1-1 repeater and base station radio system.
- Twenty-Third: No member of the Department of General Services, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessee, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessee, or any successor in interest, to perform any commitment or obligation of the City under this lease nor shall any such person be personally liable in the event of any default or breach by the City.
- Twenty-Fourth: Lessee shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Lease Agreement For 3900 South California Avenue.

This Indenture, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_ Between City of Chicago, as Lessor

\_\_\_\_\_ party of the first part and Cannell Films Ltd.

\_\_\_\_\_ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in the City of Chicago County of Cook and State of Illinois, known and described as follows:

A police station located at 3900 South California for the filming of the upcoming television series.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 15th day of August A. D. 19 93 until the 1st day of May

A. D. 19 94. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at Department of General Services, 510 North Peshtigo Court, Chicago, IL 60611 as rent for said leased premises for said term the sum of one Dollars (\$1.00) acknowledged.

SECOND.—That he has examined and know the condition of said premises; and has received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at Lessee's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For additional responsibilities of Lessor and Lessee and rider attached hereto and made a part hereof.

The party of the second part hereby irrevocably constitutes \_\_\_\_\_ or any attorney of any Court of Record, attorney for \_\_\_\_\_ in \_\_\_\_\_ name, on default by \_\_\_\_\_ of any of the covenants herein, to enter \_\_\_\_\_ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against \_\_\_\_\_ in favor of said party of the first part, or \_\_\_\_\_ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel

Cannell Films Ltd. (SEAL)

Asset Manager (SEAL)

Commissioner of General Services (SEAL)

AUTHORIZATION TO EXECUTE LEASE AGREEMENT  
AT 901 WEST WINDSOR AVENUE FOR  
DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 901 West Windsor Avenue for the Department of Health (Lease No. 10045), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from CMS Consolidated, Inc., as agent for beneficiary of Austin Bank of Chicago under Trust No. 6620, dated February 8, 1990, as Lessor, for approximately 9,710 square feet of asphalt paved parking lot located at 901 West Windsor Avenue for 34 automobiles for the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed  
on page 43367 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

*Rider.*

#### Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, Bureau of Real Estate Management, Department of General Services, 510 North Peshtigo Court, Room 303B, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: Mr. J.R. Graves, CMS Consolidated, Inc., 918 West Sunnyside Avenue, Chicago, Illinois 60640.

### Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Nine Hundred Fifty and no/100 Dollars (\$950.00) per month for the period beginning on the 1st day of October, 1993 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of September, 1995;

Nine Hundred Seventy-eight and no/100 Dollars (\$978.00) per month for the period beginning on the 1st day of October, 1995 and ending on the 30th day of September, 1997;

One Thousand Seven and no/100 Dollars (\$1,007.00) per month for the period beginning on the 1st day of October, 1997 and ending on the 30th day of September, 1998.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Mr. J.R. Graves, CMS Consolidated, Inc., 918 West Sunnyside Avenue, Chicago, Illinois 60640.

### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for prompt removal of snow and ice from paved parking lot and from sidewalks which immediately abut the demised premises.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance for said insurance prior to lease execution, and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be canceled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof. Lessee acknowledges and agrees that in no event shall Lessor be obligated to maintain public liability insurance for claims arising out of or related to Lessee's vehicular incidents and related property damage arising out of or related to Lessee's use of vehicles. Further, Lessee hereby waives all

claims it may have against Lessor and the officers, directors, shareholders, agents and employees of Lessor, for damage to person or property sustained by Lessee or any agent, employee, guest, servant, customer, Licensee or Invitee of Lessee or any occupants or other person resulting directly or indirectly from Lessee's use of motor vehicles on the demised premises, vehicular incidents and related property damage on the demised premises. Lessee further agrees to indemnify and hold harmless Lessor and Lessor's officers, directors, shareholders, agents and employees against any and all liabilities, obligations, claims, demands, costs and expenses of every kind and nature, including reasonable attorneys' fees from Lessee for any act of neglect of Lessee, any subtenant, their respective employees, agents, guests, servants, licensees, invitees or customers in or about the demised premises.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have authority to enter upon premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering upon premises.

Pay for electricity as metered for overhead lighting if present.

Lessee under this lease shall:

Not construct any building or structure on said premises without prior written consent from Lessor.

Only use the demised premises for the parking of City of Chicago motor vehicles, and other similar vehicles belonging to or used by the Lessee in operation of any incident to Lessee's business; and for private parking of motor vehicles owned by Lessee's officers, agents, servants, employees, tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.

Not: (A) assign or convey this lease or any interest under it, (B) allow any transfer hereof or any lien upon Lessee's interest by operation of law, (C) sublet the premises or any part hereof, (D) permit the use or occupancy of the premises or any part thereof by any other than Lessee and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior written approval of the Lessor.

Additional clauses to be included in lease:

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants.

The right of the Lessee under this lease shall be and is subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens of such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee, and the failure continues for more than ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within ten (10) days and Lessor has commenced and is diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs, or supply the maintenance or service or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor with written notice by certified or registered mail at the address cited herein.

Lessee hereby acknowledges and agrees that the demised premises are unsecured and there will be no further improvements made to the demised premises with respect to security, striping, marking and traffic regulatory devices and controls or with respect to ingress and egress, lighting and other improvements.

Lessor makes no warranty, express or implied, with respect to the conformity of the demised premises with generally accepted engineering standards for construction, operation and maintenance of a parking lot or for ingress and egress to or from the demised premises.

No member of the Department of Health, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.



Lessor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

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**AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT  
AT 4200 WEST LAWRENCE AVENUE FOR  
CHICAGO PUBLIC LIBRARY.  
(Mayfair Branch)**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 30, 1993.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a renewal of a lease at 4200 West Lawrence Avenue for the Chicago Public Library (Mayfair Branch) Lease No. 19003, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) AMBROSIO MEDRANO,  
*Chairman.*

(Continued on page 43368)

Lease Agreement For 901 West Windsor Avenue.

LEASE-Short Form Form C. O. No. 18 City of Chicago

This Agreement, Made this... day of...

A. D. 19... between CMS CONSOLIDATED, INC., as agent for beneficiary of Austin Bank of Chicago under Trust No. 6620 dated February 8, 1990 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 9,710 square feet of asphalt paved parking lot, located on the 901 West Windsor Avenue for 34 automobiles for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October /or date of occupation whichever occurs later. A. D. 1993, and ending on the 31st day of September A. D. 1998. Lessee has the right to terminate this lease upon thirty (30) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at J.R. Graves, CMS Consolidated, Inc., 918 W. Sunnyside Ave., Chgo, IL 60640 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the LESSOR

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at LESSOR'S own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel CMS Consolidated, Inc., as agent Asset Manager Real Estate Austin Bank of Chicago under Trust No. 6620 dated February 8, 1990

By Commissioner of General Services

Commissioner of Health

(Continued from page 43366)

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal between Robert H. Moroney and Florence F. Moroney, Joint Tenants, as Lessors, for approximately 2,200 square feet of office space on the ground floor and 250 square feet on the lower level for a total of approximately 2,450 square feet of space located at 4200 West Lawrence Avenue for use by the Chicago Public Library/Mayfair Branch, as Lessee, such lease to be approved by the Commissioner and President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Renewal of Lease Agreement attached to this ordinance  
printed on page 43375 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Renewal of Lease Agreement reads as follows:

*Rider.*

## Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Assets Management, Department of General Services, 510 North Peshtigo Court, Room 303B, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: Robert H. Moroney, 311 Grant Place, Park Ridge, Illinois 60068.

## Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Four Hundred Forty-six and no/100 Dollars (\$1,446.00) per month for the period beginning on the 1st day of September, 1993 and ending on the 31st day of August, 1995.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Robert H. Moroney, 311 Grant Place, Park Ridge, Illinois 60068.

## Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following items prior to execution of lease:

Replace staff room floor and re-tile floor.

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever air conditioning shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for domestic water and maintain plumbing in good operable condition. This will not include clogged toilets and/or sinks caused as a result of use by Lessee's employees, guests and invitees.

Provide and pay for exterminator service wherever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the said demised premises.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to receive certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of said premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay all electricity as metered within demised premises, including electricity for air conditioning and maintain electrical fixtures in demised premises.

Provide decorating when necessary, decorating to be determined by Lessee.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, or sweeping of any kind.

Provide and pay for maintenance staff for normal operating and equipment maintenance for air conditioning units. Lessee agrees to assume responsibility for replacement of parts which cost exceeds Three Hundred Dollars (\$300).

Replace electrical wiring or fixtures that have been installed by Lessee.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from, or through Lessor, its successors or assigns, so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

- R-1 In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-2 Use of Premises: Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.

- R-3 Rules and Regulations: Lessee agrees to observe the reservations to Lessor contained in Paragraph R-4 hereof and agrees, for itself, its employees, agents, clients, customers, invitees, licensees and guests, to comply with the rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-4 of this lease.
- R-4 Rights reserved to Lessor: Lessor reserves the following rights, exercisable without notice and without liability to Lessee, unless otherwise specified herein, for damage or injury to property, person, or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-off or abatement of rent or affecting any of Lessee's obligations under this lease:
- A. To install and maintain signs on the exterior and interior of the building.
  - B. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied by the Lessee.
  - C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
  - D. Lessor shall not be liable for damages for any error with respect to admission to or eviction or exclusion from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor reserves the right to reasonably limit or prevent access to the building during the continuance of the same, or otherwise take such reasonable action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
  - E. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine, and the Lessee agrees to abide by all such rules and regulations if not deemed unreasonable for the operation of their business.
- R-5 Cancellation Option: Lessor and Lessee reserve the right to terminate this lease with sixty (60) days prior written notice during the term of this lease.

- R-6 Option: Lessee has right of first refusal if adjacent office space located at 4202 West Lawrence becomes available for occupation. Occupation of space will occur after Lessee completes customary City of Chicago leasing process.
- R-7 Miscellaneous:
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
  - B. The word "Lessor" and "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one Lessor or Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
  - C. If any provisions of this lease are deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
  - D. In the event of any inconsistency between the terms of the Rider and the terms of the form lease to which this Rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the Rider shall prevail.
  - E. No member of the Chicago Public Library or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessee, the lease, or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessee, or any successor in interest, to perform any commitment or obligation of the City under this lease nor shall any such person be personally liable in the event of any default or breach by the City.



- F. Lessee shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this Chapter pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to the City.

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COMMITTEE ON SPECIAL EVENTS AND  
CULTURAL AFFAIRS.

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AUTHORIZATION FOR WAIVER OF VARIOUS  
FEES FOR SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 1, 1993.

*To the President and Members of the City Council:*

Your Committee on Special Events and Cultural Affairs, having had under consideration two (2) orders (referred to committee on October 7 and November 17, 1993) begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

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

Respectfully submitted,  
(Signed) JOHN S. MADRZYK,  
*Chairman.*

(Continued on page 43376)

Lease Agreement For 4202 West Lawrence Avenue.

LEASE-Short Form Lease No. 19003 Form C O No. 1B City of Chicago

This Agreement, Made this ... day of ...

A. D. 19 ... between Robert H. Moroney & Florence F. Moroney as Joint Tenants

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do es hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,200 square feet of office space located at 4200 West Lawrence Avenue for use by the Chicago Public Library.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1991, and ending on the 31st day of August A. D. 1993. Lessee has the right to terminate this lease upon ninety (90) days prior written notice anytime after twelve (12) months from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Robert H. & Florence F. Moroney, 1306 Lama Lane, Mt. Prospect, IL 60056 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor's, and upon the termination of this lease shall surrender said premises to the Lessor's in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor's, excepted.

Lessor's shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor's may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor's shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as in form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel, Asset Manager, Real Estate Agent, Commissioner of the Chicago Public Library

Robert H. Moroney, Florence F. Moroney, By: Commissioner of General Services

President of the Chicago Public Library

(Continued from page 43374)

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Chicagoland Toys For Tots Annual Parade.*  
(Special Event License Fee)

*Ordered*, That the Director of the City Department of Revenue waive the Special Event License fee for Chicagoland Toys for Tots, West 85th Street and South Western Avenue for their annual parade to be conducted on December 4, 1993.

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*United Church Of Rogers Park Carnival.*  
(Special Event License And Itinerant Merchant  
And Food Vendor Permit Fees)

*Ordered*, That the Director of the City Department of Revenue issue a Special Event License Permit, free of charge, and waive the Itinerant Merchant and Food Vendor Permit fees for the participants in a carnival sponsored by the United Church of Rogers Park, 1545 West Morse Avenue, to be conducted in the 6900 block of North Ashland Avenue, for the period of October 13 through October 17, 1993.

COMMITTEE ON TRANSPORTATION AND  
PUBLIC WAY.

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REAPPOINTMENT OF MR. JAMES L. WRIGHT AND  
MR. WILLIAM J. BRAASCH TO BOARD  
OF ILLINOIS INTERNATIONAL  
PORT DISTRICT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Adopt* a communication from The Honorable Richard M. Daley, Mayor, reappointing James L. Wright and William J. Braasch as members of the Board of the Illinois International Port District for the term ending June 1, 1998. This communication was referred to the committee on November 10, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

On motion of Alderman Huels, the said proposed reappointment of Mr. James L. Wright and Mr. William J. Braasch as members of the Board of the Illinois International Port District was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays -- None.*

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

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AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL CODE  
OF CHICAGO BY ADDITION OF NEW SECTION 135  
PROHIBITING OWNERSHIP OR OPERATION  
OF DEFACED COMMERCIAL VEHICLES  
ON PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance introduced by The Honorable Richard M. Daley, Mayor, amending the Municipal Code of Chicago by adding a new Section 8-4-135 relating to the defacement of certain commercial vehicles and imposing fines on those who operate or maintain commercial vehicles that are defaced. This ordinance was referred to the committee on November 10, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Defaced commercial vehicles have appeared on the streets of Chicago in increasing numbers; and

WHEREAS, Such vehicles contribute to an unattractive appearance in the City of Chicago; and

WHEREAS, Such vehicles are often associated with gang and other criminal activity which detract from the quality of life in many Chicago neighborhoods; and

WHEREAS, The imposition of a fine on those who operate or maintain commercial vehicles that are defaced will promote the significant governmental interests in fostering more pleasant surroundings and will eliminate certain attributes of criminal activity; and

WHEREAS, Certain defaced commercial vehicles remain parked at the same location for lengthy periods of time and detract from the physical appearance of their surroundings; now, therefore,

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

SECTION 1. A new Section 8-4-135, shall be added to the Municipal Code of Chicago, as follows:

*8-4-135 Defacement Of Commercial Vehicles.*

*(a) It shall be unlawful for any person to own or operate a defaced commercial vehicle in the City of Chicago, subject to the exceptions provided in this section.*

*(b) Any person who owns or operates a defaced commercial vehicle in the City of Chicago, when such defacement is not placed upon such vehicle by the owner, lessee, or person lawfully in possession of the vehicle, or a person acting with the consent of the owner, lessee, or person lawfully in*

*possession, shall be fined not less than \$50 for each offense. Before any violation notice is issued for a violation of this section, two warnings shall be issued. The first warning shall consist of a notice affixed to the side of the vehicle or presented to the operator of the vehicle. The warning shall indicate that unless the defacement is removed, a fine will be imposed. If the defacement which served as the basis for the first warning is not removed within thirty (30) days of the affixment of such warning, a second warning shall be affixed to the side of the vehicle or presented to the operator of the vehicle.*

*For purposes of this section, "commercial vehicle" shall refer to a motor vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise and includes, but is not limited to, tow trucks, semi-trailers and trailers; "defacement" or "defaced" shall refer to any marking or drawing on a commercial vehicle but does not refer to: (1) any sign, marking, drawing, or communication relating to the business that owns or operates the vehicle which is placed on the vehicle with the consent of the person or commercial or industrial enterprise that owns or operates the vehicle; (2) any marking that was placed upon the vehicle in the manufacturing process or as part of any repair or re-painting of the vehicle; (3) any form of business identification; (4) any sign or symbol relating to safety; (5) any sign, symbol or marking required by federal, state or local law or regulation; (6) any sign or symbol relating to hazardous materials or waste; (7) any sticker or sign affixed by the seller or dealer of a commercial vehicle; or (8) any marking or drawing, placed upon a vehicle by the owner of the vehicle or a person acting with the consent of the owner.*

*It is a rebuttable presumption under this section that any defacement placed on a commercial vehicle that is not referred to in those exceptions set forth in subsections (1) through (7) above was placed on the vehicle by a person other than the owner or operator of the vehicle.*

**SECTION 2.** This ordinance shall be in force and effect 30 days after its passage and publication.

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**AMENDMENT OF TITLE 9, CHAPTERS 104 AND 112 OF  
MUNICIPAL CODE OF CHICAGO BY FURTHER  
REGULATING OPERATION OF AND  
INCREASING FARES FOR  
PUBLIC PASSENGER  
VEHICLES.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance introduced by the Commissioner of the Department of Consumer Services amending Title 9, Chapters 104 and 112 of the Municipal Code of Chicago relating to public passenger vehicles. This ordinance was referred to the committee on November 29, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

Aldermen Bloom, Preckwinkle, Steele, Madrzyk, Evans, Watson, E. Smith, Mell, Natarus, Shiller, Schulter, Moore and Stone presented a proposed amendment to include a new Section 2 to the aforesaid ordinance, which would amend Section 9-112-110 of the Municipal Code of Chicago by prohibiting the renewal of a public passenger vehicle license unless the lessor/owner has supplied the Commissioner of Consumer Services with information regarding the lease rate charged for said vehicle and the Commissioner determines that such rate does not increase from the previous lease period by a percentage greater than the Department of Labor's cost of living index for the same two periods.

On motion of Alderman Bloom, the said proposed amendment was *Referred to the Committee on Transportation and Public Way*.

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

*Nays* -- Alderman Natarus -- 1.



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 9-104-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-104-030

(1) Applications for public chauffeur licenses shall be made in writing to the commissioner of consumer services upon forms provided therefor by the commissioner. Applications shall state the full name and residential address of the applicant and such other information as may be required by the commissioner to properly identify the applicant and to disclose any relevant information as to the applicant's qualifications, age, physical condition and criminal record.

(2) A person is qualified to receive a public chauffeur license:

(a) Who possesses a valid Illinois State driver's license; and

(b) Who is at least 21 years of age; and

(c) Who is able to speak, read and write the English language; and

(d) Who is not subject to epilepsy, vertigo, heart disease, defective vision or other infirmity of body or mind which may substantially impair the ability to operate a public vehicle, and is not addicted to the use of drugs or intoxicating liquors. When investigation reveals that such impairment may exist, the commissioner may nevertheless find that an applicant is qualified if the applicant submits a certificate by an Illinois-licensed physician or optometrist stating that the applicant has the capability to operate a public vehicle; and

(e) Who shall successfully complete a mandatory course of study as prescribed in Section 9-104-030(7) and an examination as prescribed by the commissioner demonstrating a knowledge of the geography of the city, the laws, ordinances and regulations governing motor vehicle operation in the city, the ordinances regulating the operating of public passenger vehicles within the city and demonstrating the ability and skill to properly operate a public passenger vehicle within the city; [and]

(f) Who has not, within the five years immediately preceding his application, been either convicted, in custody, under parole or under any

other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any forcible felony as defined by Article 2 of the Illinois Criminal Code of 1961, *as now or hereafter amended*, any [felony] *crime involving moral turpitude*, or for the illegal sale or possession of any controlled substance, indecent liberties with a child or operating a motor vehicle while under the influence of alcohol or narcotic drugs[.]; *and*

*(g) Who has not, within the 18 months prior to filing the application, had a public chauffeur's license issued under this chapter revoked for any reason.*

(3) The qualifications of each applicant as specified in paragraph (2) of this section shall be investigated by the department of police of the city of Chicago and a report of such investigation containing any facts relevant to the applicant's qualifications shall be forwarded by the superintendent of police to the commissioner.

(4) Pending the investigation provided in paragraph (3) of this section, the commissioner may issue a temporary permit authorizing an applicant to operate a public passenger vehicle for the period of time specified in the temporary permit. If the investigation is not completed at the expiration of the period specified in the temporary permit the commissioner may, in his discretion, extend the period of temporary authorization until such time as in the opinion of the commissioner the examination can be completed.

(5) If upon examination of the applicant's application and the investigation specified in paragraph (3) of this section the commissioner finds that the application includes no material omission or misstatement of facts requested by the application form and that the applicant possesses the qualifications specified in paragraph (2) of this section the commissioner shall issue the license. If upon such examination of the applicant's application and the investigation specified in paragraph (3) of this section the commissioner finds that the application includes any material omission or misstatement of fact or that the applicant lacks any of the qualifications specified in paragraph (2) of this section the commissioner shall deny the license and shall inform the applicant of the denial and the reason or reasons therefor by registered mail, return receipt requested.

(6) If an application is denied the applicant may within 10 days of the mailing of notice of the denial, make written demand upon the commissioner for a hearing. Upon receipt of a timely written demand for a hearing the commissioner shall within 30 days conduct a hearing. If upon such a hearing the applicant establishes through competent evidence that the denial was based upon incorrect findings the commissioner shall issue the license. If upon such a hearing the denial is found to have been based

upon correct findings the denial shall become final. After entry of a final denial the applicant shall be ineligible to make a new application for a period of six months.

(7) The Commissioner shall provide or cause to be offered on an ongoing basis a course of study covering the subjects required in Section 9-104-030(2)(e) and such additional subjects as the commissioner may prescribe for all applicants for public chauffeur licenses. The commissioner may contract with the city colleges or, with the approval of the mayor, with any state-approved vocational or technical school to provide the required chauffeur training course of study. No such course may be offered unless the curriculum for the course has been certified by the commissioner as being in compliance with this chapter. The certification shall be made annually and may be revoked at any time. The commissioner shall approve the tuition to be charged for such course.

SECTION 2. Chapter 9-112 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-112-285, in italics, as follows:

*9-112-285*

*Whenever a public passenger vehicle is used for the transportation of persons for hire by a person who does not have a valid public chauffeur license, the public passenger vehicle license for the vehicle shall be subject to revocation, unless the holder of the public passenger vehicle license was, at all relevant times, acting in accordance with procedures that are reasonably designed to prevent the operation of public passenger vehicles by unlicensed persons. The procedures must be approved by the commissioner.*

SECTION 3. Sections 9-112-450, 9-112-480 and 9-112-510 of the Municipal Code of Chicago are hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

*9-112-450*

It is unlawful to refuse any person transportation to any place within the city or those suburbs listed in Section 9-112-460 of this chapter in any taxicab which is unoccupied by a passenger for hire unless it is on its way to pick up a passenger in answer to a call for service or it is out of service for any other reason. When any taxicab is answering a call for service or is otherwise out of service it shall not be parked at a cabstand, and a white card bearing the words "Not For Hire" printed in black letters not less than two inches in height shall be displayed at its windshield. *The public chauffeur license, public passenger vehicle license or both such licenses of any person who violates this section or any rule promulgated under this*

*section five or more times within any 24 month period shall be subject to revocation.*

9-112-480

(a) [Taxicabs] *Public passenger vehicles with a capacity for fewer than 10 passengers* licensed under this chapter may operate jitney service as provided in this section. Jitney service is unscheduled service along a prescribed route *or within specified zones*, providing street hail service to passengers [along such route] only at a flat fare (prescribed [in Section 9-112-500] *by the commissioner by regulation*) for each individual passenger; passengers may enter and depart the [taxi] *public passenger vehicle* at any point along the route *or within the zone*. A [taxi] *vehicle* providing jitney service must travel the entire prescribed route *or must remain within the specified zone*, must prominently display a "jitney" sign in its front windshield, and must accept and discharge passengers at any place along the route *or within the zone* (subject to traffic and safety restrictions) up to the maximum capacity allowed by ordinance. While providing jitney service, only the flat per-passenger fare may be charged and the taximeter may not be used for any part of the jitney [route] *trip*. Jitney service shall be allowed only on routes *or within zones* authorized by the commissioner as provided below in subsection (b). It shall be unlawful for any person to operate a jitney service along any unauthorized route *or outside authorized zones*, or without a permit issued pursuant to subsection (d) of this ordinance.

(b) The commissioner or any licensed [cabman] *public chauffeur* may initiate the procedures for authorizing jitney routes *or zones*. The commissioner shall hold a public hearing to determine whether the public convenience would best be served by the authorization of jitney service along any proposed route *or within any proposed zone*. Before such a hearing, the commissioner shall give at least 45 days notice in writing to the Chicago Transit Authority and by publication to all licensed [cabmen] *public chauffeurs*, and the hearing shall be scheduled within 60 days of application by any [cabman] *public chauffeur* to initiate procedures. During the 45-day notice period the Chicago Transit Authority may comment to the commissioner and present evidence as to the effect of any proposed jitney route *or zone* upon the authority's service revenues, its then existing service or its plans for service adjustments. The commissioner shall include the authority's comments and evidence in the record of the public hearing and may request testimony by the authority at the public hearing. [Jitney service may not be authorized on any Chicago Transit Authority route without Chicago Transit Authority approval and if approved, may be authorized only during those days and hours the Chicago Transit Authority has approved.]

(c) With respect to any application for a jitney route *or zone* and within ten (10) days after the public hearing, the commissioner shall issue his *or her* findings as to whether the public convenience would best be served by the authorization of jitney service along that route *or within that zone*. For every jitney route *or zone* authorized hereunder, the commissioner shall issue a street description of the route *or zone*, including the end points for any single jitney trip, any time restrictions on such jitney service, and shall make such descriptions available to all licensed [cabmen] *public chauffeurs*. Whenever the commissioner determines not to authorize jitney service along a proposed route *or within a proposed zone* [or if the Chicago Transit Authority has failed to approve jitney service along a Chicago Transit Authority route], the commissioner shall issue his *or her* determination in writing.

(d) The commissioner shall promulgate rules and regulations establishing the procedures for applying and the qualification for obtaining permission for any [cabman] *public chauffeur* to operate as a jitney along any authorized route *or within an authorized zone*.

(e) The commissioner shall from time to time review all authorized jitney routes *and zones* and solicit comment from any interested persons as to whether the routes or any of them are serving the public convenience. The commissioner may after notice and public hearing as provided in subsection (b) revoke authorization for any jitney route *or zone*.

#### 9-112-510

(a) Commencing with the effective date of this ordinance, the rates of fare for taxicabs shall be as set forth in this section, which rates are hereby declared to be just and reasonable:

For the first [1/5] 1/6 mile

or fraction thereof	[1.20]	\$1.50
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For each additional 1/6 mile

or fraction thereof		.20
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For each [60] 45 seconds

of waiting time		.20
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For each additional passenger over

the age of 12 years and under

the age of 65 years

.50

Waiting time shall include the time beginning two minutes after call time at the place to which the taxicab has been called, when it is not in motion, the time consumed by unavoidable delays at street intersection, bridges or elsewhere and the time consumed while standing at the direction of a passenger.

Every passenger under 12 years of age when accompanied by an adult shall be carried without charge.

Ordinary hand baggage of passengers shall be carried without charge.

Immediately on arrival at the passenger's destination it shall be the duty of the chauffeur to put the meter in the nonrecording position and to call the passenger's attention to the fare registered. It is unlawful for any person to demand or collect any fare for taxicab service which is more than the rates established by the foregoing schedule, or for any passenger to refuse payment of the fare so registered. *However, a public chauffeur may, by agreement made with each passenger prior to the beginning of a trip, charge and collect a fare that is less than the specified fare whenever the length of the trip is reasonably estimated to exceed five miles. In such case the chauffeur may collect no more than the fare at the rate agreed upon, and no passenger may refuse to pay the fare at the rate agreed upon.*

*Any holder of a taxicab license who sells or makes available for sale coupons or vouchers that are accepted by the licensee in lieu of cash for taxicab fares shall provide a 10% discount to purchasers who are 65 years of age or older. No person other than the purchaser may use a coupon or a voucher that has been purchased at a discount pursuant to this paragraph.*

\* \* \* \* \*

SECTION 2. This ordinance shall be in full force and effect from and after January 18, 1994.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED LOYOLA UNIVERSITY OF CHICAGO TO CONSTRUCT, MAINTAIN AND OPERATE FIBER OPTIC INTEROFFICE TELECOMMUNICATIONS SYSTEM IN PUBLIC WAY BY EXPANDING SYSTEM TO INCLUDE TWENTY FOOT SPUR BETWEEN SOUTHWEST CORNER OF NORTH WABASH AVENUE AND FACILITY AT 25 EAST PEARSON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance introduced by The Honorable Richard M. Daley, Mayor, authorizing an amendment for Loyola University to maintain and operate its telecommunication system along an additional twenty foot spur of the public way between the southwest corner of North Wabash Avenue and the University's new facility that will be located at 25 East Pearson Street. This ordinance was referred to the committee on November 17, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, Loyola University of Chicago ("Grantee"), is an Illinois not-for-profit corporation which is authorized and engaged in the endeavor of providing higher education in Illinois; and

WHEREAS, Loyola was granted authority to construct, install, repair, maintain and operate a two-way high-speed interoffice telecommunication system, consisting primarily of fiber optic cables, in the public way for internal use and not for sale, resale, exchange or lease (the "Existing System") pursuant to an ordinance adopted by the City Council of the City on July 31, 1990 (the "Original Ordinance"); and

WHEREAS, Grantee wishes to expand its Existing System to include an additional twenty (20) foot spur; and

WHEREAS, It is desirable that the Original Ordinance be amended in order to provide for the additional spur to the Existing System and the payment of additional compensation therefore; now, therefore,

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

SECTION 1. As of the effective date of this ordinance (the "Effective Date"), a new sentence shall be added at the end of the Existing Section 1.2 of the Original Ordinance to read, as follows:

"Notwithstanding the foregoing, the Annual Fee for the 1993 Footage shall be calculated at a rate of Six Dollars (\$6.00) per linear foot of conduit occupied or authorized to be occupied by Grantee along the Authorized Routes ('Cable Conduit')."

SECTION 2. As of the Effective Date a new Section 1.13 shall be added to the Original Ordinance to read, as follows:

" '1993 Footage' shall consist of two (2) four (4) inch in diameter communication conduits running along a twenty (20) foot spur from a manhole located on the southwest corner of North Wabash Avenue to 25 East Pearson Street."

SECTION 3. As of the Effective Date, the first sentence of Section 2.5 of the Original Ordinance is amended to read, as follows:



"Section 2.5 Location of Authorized Routes. Grantee's Existing System extends in two components for a total distance of five hundred fifty and one-half feet (550.5') along the Authorized Routes as set forth in Section A of Exhibit 1 attached hereto and made a part hereof."

SECTION 4. As of the Effective Date, two new sentences shall be added to Section 5.1 of the Original Ordinance to read, as follows:

"Commencing on July 31, 1994, Grantee shall pay to the Department of Revenue as an Annual Fee an amount equal to \$4,263.00. An additional amount of \$240.00 representing the payment of the Annual Fee for the 1993 Footage from the effective date of the ordinance authorizing the 1993 Footage to July 30, 1994 shall be due no later than the earlier of thirty (30) days following passage and approval of this ordinance by the City or at the time construction permits are applied for by Grantee for the 1993 Footage."

SECTION 5. As of the Effective Date, a new Section C shall be added to Exhibit 1 of the Original Ordinance which shall read, as follows:

"C. '1993 Footage'

The 1993 Footage shall consist of two (2) four (4) inch diameter communication conduits running along a twenty (20) foot spur from a manhole located on the southwest corner of North Wabash Avenue and East Pearson Street to a new building known as 25 East Pearson Street."

SECTION 6. Section 12.2 of the Original Ordinance shall be amended to read, as follows:

"Section 12.2 Conflict of Interest. No member of the governing body of the City and no other official, officer, agent or employee of the City is employed by Grantee or has a financial or economic interest directly or indirectly in the Original Ordinance or this amendatory ordinance or any subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with the Original Ordinance or this amendatory ordinance by or on behalf of any subcontractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order. Any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code of Chicago shall be voidable as to the City."

**SECTION 7.** As of the Effective Date, a new Section 12.4 shall be added to the Original Ordinance to read, as follows:

"Section 12.4 M.B.E. and W.B.E. Percentages. Grantee shall attain no less than a twenty-five (25) percent Minority-Owned Business Enterprise (M.B.E.) and a five (5) percent Women-Owned Business Enterprise (W.B.E.) utilization level applicable to Grantee's payments to outside contractors and subcontractors in relation to those activities designated hereunder as M.W.B.E. Activities' (see the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program, Municipal Code of Chicago Section 2-92-420 (et seq.).

'M.W.B.E. Activities' are, within the City cable installation services within buildings and outside buildings for Grantee's Telecommunications System.

Such requirement shall apply to all M.W.B.E. Activities taking place after the effective date of any City Council ordinance authorizing the 1993 Footage.

Grantee shall furnish to the City a report detailing its compliance with this provision prior to any renewal of this ordinance. If a report shows noncompliance with the M.B.E. and the W.B.E. percentages, the City shall provide Grantee with notice of noncompliance and the Grantee shall use its best efforts to cure the noncompliance over a reasonable period following the notice."

**SECTION 8.** As of the Effective Date, a new Section 12.5 shall be added to the Original Ordinance to read, as follows:

"Section 12.5 Underground Facilities Agreement. If the Commissioner of the Department of Transportation shall determine that it is in the public interest and so directs in writing, Grantee may apply for and, if accepted, enter into membership in any City-sponsored utility alert network for underground facilities ('C.U.A.N.'). The status of Grantee's membership shall be as a notice member, requiring that Grantee shall only pay the cost of hook-up and an annual participant's fee which shall be approximately \$1,200 or such other amount as the board of C.U.A.N. shall determine and such fees as are charged by C.U.A.N., from time to time, for the transmission of notice or other information to Grantee solely with respect to Grantee's System or construction work to be performed in close proximity to Grantee's System. Other than the hook-up and transmission fees, Grantee shall have no obligation to pay the general operating expenses of C.U.A.N."

SECTION 9. Business Documents and Disclosure of Ownership Interest. Grantee has provided copies of its latest articles of incorporation, bylaws and certification of good standing from the Secretary of the State of Illinois. Grantee has provided the City with the Disclosure of Ownership Interest Affidavit, incorporated by reference herein.

SECTION 10. Grantee represents that neither it nor, to the best of its knowledge, its subcontractors, are in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago. In connection herewith, Grantee has executed the applicable certifications required under the Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, Section 11-42-1 (1989) (1990 Supp.), as amended, which are incorporated herein by reference as if fully set forth herein.

SECTION 11. It shall be the duty of Grantee, all subcontractors, and all officers, directors, agents, partners, and employees of Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

Grantee shall inform all its subcontractors of the provisions of Chapter 2-56 and require understanding and compliance therewith.

SECTION 12. Commencing on the Effective Date, throughout the Original Ordinance, including exhibits, the term "Ordinance" shall mean the Original Ordinance, as amended, by this amendatory ordinance. All terms and conditions of the Original Ordinance not modified by this amendatory ordinance shall remain in full force and effect.

SECTION 13. In the case of any conflict between the terms of this amendatory ordinance and the provisions of the Original Ordinance, the language of this amendatory ordinance shall control. All ordinances and resolutions, or parts thereof, in conflict with this amendatory ordinance are, to the extent of such conflict, hereby repealed.

SECTION 14. Throughout the Original Ordinance the terms "Department of General Services" and "Commissioner of General Services" shall be replaced with the terms "Department of Revenue" and "Director of Revenue", respectively.

SECTION 15. Throughout the Original Ordinance the terms "Department of Public Works" and "Commissioner of Public Works" shall be replaced with the terms "Department of Transportation" and "Commissioner of Transportation", respectively.

SECTION 16. This amendatory ordinance shall be in full force and effect from and after its passage.

Disclosure of Ownership Interests affidavit attached to this ordinance reads as follows:

*Disclosure Of Ownership Interests.*

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

Bidder/Proposer Name: Loyola University of Chicago

Bidder/Proposer Address: 6525 North Sheridan Road, Chicago, Illinois 60626

Bidder/Proposer is a (check one):

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

*Section I.*

*For Profit Corporations.*

a. Incorporated in the State of \_\_\_\_\_

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

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all Officers of Corporation (or Attach List):                      Names of all Directors of Corporation (or Attach List):

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

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

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

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

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

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



*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)

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- 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:

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*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.

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*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 all Officers of Corporation (List Names and Titles or Attach List):      Names of all Directors of Corporation (List Names and Titles or Attach List):

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

See attached Officers List		See attached Trustees List	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Note: Pursuant to Sections 2-92-010, 2-92-020 and 2-92-030 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 Sections 2-92-010, 2-92-020 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) Stephen F. Kasbeer  
Signature of Person Making  
Statement

Stephen F. Kasbeer  
Name of Person Making  
Statement (Print or Type)

Senior Vice President, Administration  
Title

Subscribed before me this 10th  
day of November A.D., 1993.

(Signed) Abigail Byman  
Notary Public Signature

Official Seal  
Abigail Byman  
Notary Public, State of Illinois  
My commission expires November 4, 1995

List of officers and list of trustees attached to this Disclosure of Ownership Interests read as follows:

Loyola University Of Chicago

Officers Of The University.

June, 1993.

Chairman of the Board	Mr. Frank W. Considine
Vice Chairman of the Board	Mrs. Ellen Kane Munro
President	Raymond C. Baumhart, S.J.
Executive Vice President	Dr. Ronald E. Walker
Executive Vice President for the Medical Center	Dr. Anthony Barbato
Senior Vice President for Administration	Mr. Stephen F. Kasbeer
Senior Vice President -- Dean of Faculties	Dr. James L. Wiser
Vice President for University Ministry	Lawrence Reuter, S.J.
Vice President for Development	Mr. James W. Sassen
Vice President for Finance	Mr. Paul G. McFarland

Vice President for Student Affairs	Dr. Paul J. Parker
Vice President for Human Resource Management	Mr. John B. Kambanis
Vice President and General Counsel, and Secretary	Mr. William H. Oswald
Vice President for Information Technologies	Mr. Allan O. Baldwin
Vice President for Academic Affairs	Dr. Deborah L. Holmes
Vice President for Health Care Services	Dr. Jan Radke
Vice President for Public Relations	Ms. Sara Foley
Treasurer	Mr. David J. Meagher
Assistant Secretary	Ms. Margareth Schubert

Loyola University Of Chicago

Board Of Trustees.

Mr. Frank W. Considine (Chairman)  
Honorary Chairman and Chairman of the Executive Committee,  
American National Can Co., Chicago, Illinois

Mrs. Ellen Kane Munro (Vice-Chairman)  
Partner, Hynes, Scanlon, Healy & Munro (Attorneys) Chicago, Illinois

Frances E. Banich, M.D.  
Clinical Associate Professor, Department of Surgery, Loyola University  
Stritch School of Medicine; Attending, Elmhurst Memorial Hospital, Good  
Samaritan Hospital-Downers Grove and Oak Park Hospital

Rev. Raymond C. Baumhart, S.J. (Ex-Officio)  
President and Chief Executive Officer, Loyola University of Chicago

Rev. Lawrence H. Biondi, S.J.

President, St. Louis University, St. Louis, Missouri

Mr. Bernard F. Brennan, Chairman and Chief Executive Officer  
Montgomery Ward & Co., Inc., Chicago, Illinois

Dr. Marilyn M. Bunt

Dean, College of Nursing, Lewis University, Romeoville, Illinois

Rev. Gregory Carlson, S.J.

Jesuit Community, Georgetown University, Washington, D.C.

Sr. Mary Irenaeus Chekouras, R.S.M.

Professor of Education, Saint Xavier College, Chicago, Illinois

Mr. Frank A. Cizon

President, Calumet Group, Inc., Hammond, Indiana

Mr. Eugene R. Croisant

Executive Vice President for Human Resources and Administration, RJR  
Nabisco, New York, N.Y.

Mrs. Becky D'Angelo

Vice President, Lake Development Ltd., Highland Park, Illinois

Rev. Walter C. Deye, S.J.

Executive Secretary of the Jesuit Conference, Washington, D.C.

Mr. Thomas A. Donahoe

Vice Chairman, Price Waterhouse & Co., Chicago, Illinois

Mr. James C. Dowdle

President and Chief Executive Officer, Tribune Broadcasting, Chicago,  
Illinois

Rev. Daniel L. Flaherty, S.J.

Treasurer of the Chicago Province, Society of Jesus  
Chicago, Illinois

Sr. Helen M. Garvey, B.V.M.  
Member of the Sisters of Charity of the Blessed Virgin Mary of Dubuque,  
Iowa

Mr. Lawrence Howe  
Executive Director, The Civic Committee of The Commercial Club of  
Chicago, Chicago, Illinois

Rev. Bernard P. Knoth, S.J.  
Assistant Dean, Arts and Sciences,  
Georgetown University, Washington, D.C.

Rev. Juan B. LaFarga, S.J.  
Professor, Universidad Iberoamericana, Campestre Churubusco, Mexico

Mr. Michael R. Leyden  
Retired Corporate Senior Vice President,  
The First National Bank of Chicago

William B. Neenan, S.J.  
Academic Vice President  
Boston College, Chestnut Hill, Massachusetts

Rev. Kevin G. O'Connell, S.J.  
President, LeMoyne College, Syracuse, New York

Mr. Edward G. Proctor  
Partner: Hinshaw, Culbertson, Moelmann, Hoban & Fuller  
(Attorneys) Chicago, Illinois

Mr. Michael R. Quinlan  
Chairman and Chief Executive Officer, McDonald's Corporation  
Oak Brook, Illinois

Sr. Patricia E. Robinson, B.V.M.  
Professor of Sociology, Saint Joseph's College,  
Rensselaer, Indiana

Philip J. Rock, J.D., Esq.  
Senator and President of the Illinois State Senate;  
Partner: Rock, Fusco & Hinegham (law firm)

Mr. Weldon J. Rougeau  
Administrative Assistant, Office of The Honorable William J. Jefferson,  
Washington, D.C.

Rev. John P. Schlegel, S.J.  
President, University of San Francisco

Mr. Joseph C. Scully  
Chairman of the Board and Chief Executive Officer,  
Saint Paul Federal Bank for Savings, Chicago, Illinois

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AUTHORIZATION FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on November 5, 10 and 17, 1993) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

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

*The Board Of Trustees Of University Of Illinois  
At Chicago.*

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

SECTION 1. Permission and authority are hereby given and granted to The Board of Trustees of the University of Illinois at Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a telephone cable conduit containing six (6) four (4) inch copper and plastic conduits encased in concrete under and across South Racine Avenue adjacent to the premises located at 500 South Racine Avenue. Said copper wire conduits shall measure ninety-two (92) feet in length and one (1) foot, six (6) inches in width for a total of one hundred thirty-eight (138) square feet of space being used in the public right-of-way. Said copper wire conduits shall connect the U.I.C. Pavilion at 1150 West Harrison Street with the Circle Court Complex at 500 South Racine Avenue and shall be installed at a depth of approximately two (2) feet, six (6) inches under South Racine Avenue approximately ten (10) feet north of West Harrison Street.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of

Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final



and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 43408 of this Journal.]

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*Great Lakes Paper Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Great Lakes Paper Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a loading device consisting of pulleys and cables and supported by steel legs when in use. Said loading device to be seven (7) feet in width and eight (8) feet in length and when not in use shall be raised up so as to be entirely on private property. Said loading device shall be located on the south side of the east/west sixteen (16) foot public alley in the rear of the premises known as 308 West Erie Street. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after December 18, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Nine and no/100 Dollars (\$109.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 43409)

Ordinance associated with this drawing printed on pages 43404 through 43406 of this Journal.

**UIC**

The University of Illinois at Chicago

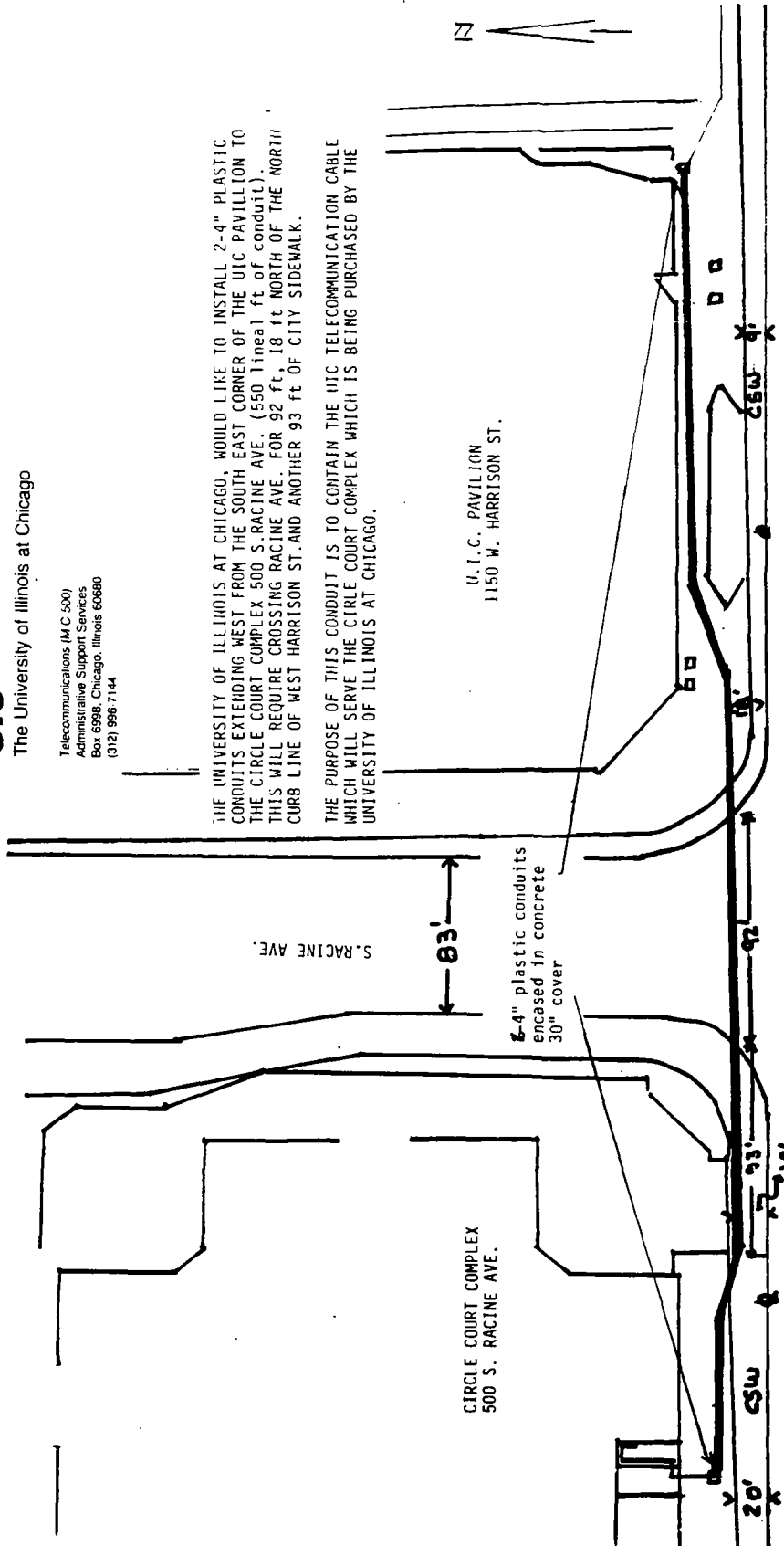
Telecommunications (M/C 500)  
Administrative Support Services  
Box 6998, Chicago, Illinois 60680  
(312) 956-7144

THE UNIVERSITY OF ILLINOIS AT CHICAGO, WOULD LIKE TO INSTALL 2-4" PLASTIC CONDUITS EXTENDING WEST FROM THE SOUTH EAST CORNER OF THE UIC PAVILION TO THE CIRCLE COURT COMPLEX 500 S. RACINE AVE. (550 lineal ft of conduit). THIS WILL REQUIRE CROSSING RACINE AVE. FOR 92 FT., 18 FT NORTH OF THE NORTH CURB LINE OF WEST HARRISON ST. AND ANOTHER 93 FT OF CITY SIDEWALK.

THE PURPOSE OF THIS CONDUIT IS TO CONTAIN THE UIC TELECOMMUNICATION CABLE WHICH WILL SERVE THE CIRCLE COURT COMPLEX WHICH IS BEING PURCHASED BY THE UNIVERSITY OF ILLINOIS AT CHICAGO.

U. I. C. PAVILION  
1150 W. HARRISON ST.

W. HARRISON ST.



S. RACINE AVE.

83'

2-4" plastic conduits  
encased in concrete  
30" cover

CIRCLE COURT COMPLEX  
500 S. RACINE AVE.

20' CSW

92'

93'

25W

77

(Continued from page 43407)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the

Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43411 of this Journal.]

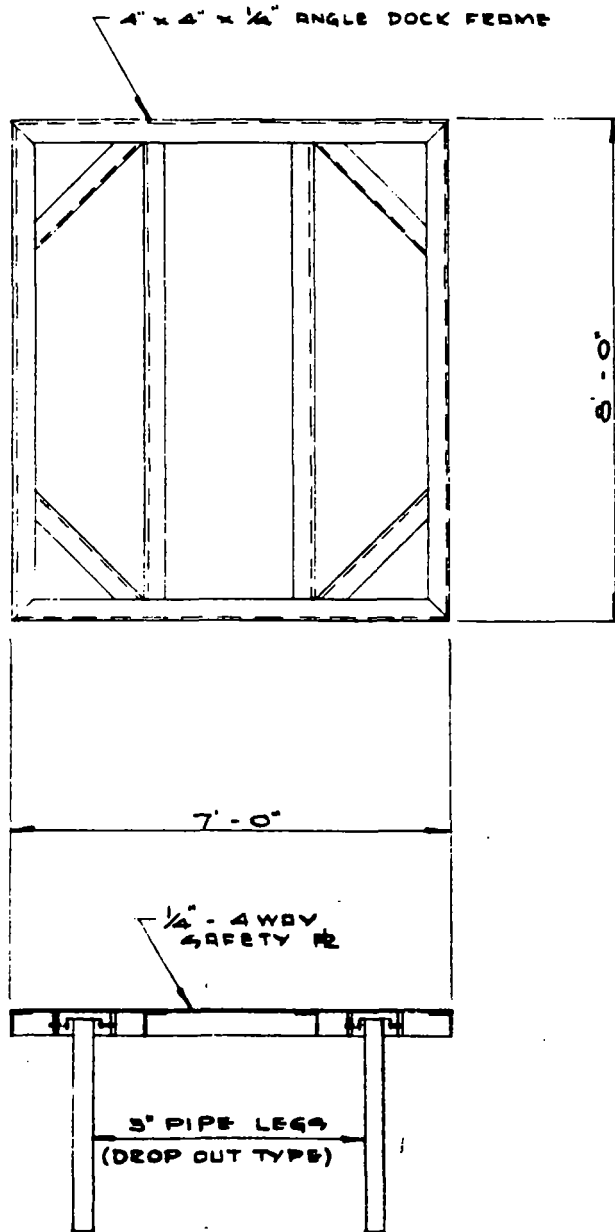
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*The Hertz Corporation.*

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

(Continued on page 43412)

Ordinance associated with this drawing printed on pages 43407 through 43410 of this Journal.



(Continued from page 43410)

**SECTION 1.** Permission and authority are hereby given and granted to The Hertz Corporation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a gasoline fill line and fill box under the public right-of-way along West Kinzie Street adjacent to the premises located at 9 West Kinzie Street. Said gasoline fill line shall measure ten (10) feet in length and one (1) foot in width for a total of ten (10) square feet of space in the public right-of-way, as shown on print hereto attached. Said gasoline fill box shall be adjacent to the Hertz garage and shall run to the underground fuel storage tank that said grantee uses for gasoline fueling of vehicles and shall measure approximately two (2) feet in length and two (2) feet in width for a total of four (4) square feet.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way

where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any



act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43415 of this Journal.]

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*Industrial Coatings Group.*

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

SECTION 1. Permission and authority are hereby given and granted to Industrial Coatings Group, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track in South Lumber Street connecting with the existing track of the Chicago, Burlington and Quincy Railroad at a point twenty (20) feet northeast of the south line of West 20th Place, thence running southwesterly on a curve to a point on the westerly side of South Lumber Street sixty (60) feet southwesterly of said south line of West 20th Place.

(Continued on page 43416)



(Continued from page 43414)

Authority herein granted for a period of five (5) years from and after November 28, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save

harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43419 of this Journal.]

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*Investment Properties Associates.*

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

SECTION 1. Permission and authority are hereby granted to Investment Properties Associates, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an existing vault underneath the public right-of-way along North LaSalle Street adjacent to the premises located at 1 North LaSalle Street. Said vault shall measure one hundred sixty-one (161) feet in length, sixteen (16) feet in width and eighteen (18) feet, six (6) inches in height for a total of five thousand one hundred fifty-two (5,152) square feet of space being used in the public right-of-way. Said vaulted area shall be used for storage area and office space.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that

(Continued on page 43420)



(Continued from page 43418)

portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifteen Thousand Four Hundred Fifty-six and no/100 Dollars (\$15,456.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform

such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.



SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 43423 of this Journal.]

*LaSalle National Bank,  
Under Trust Number 107707.*

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

SECTION 1. Permission and authority are hereby granted to LaSalle National Bank, as Trustee, under Trust No. 107707, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use ten (10) four (4) inch electrical conduits encased in a concrete envelope adjacent to its property located at 900 North Michigan Avenue. Said concrete envelope shall measure six (6) feet, six (6) inches in width running under and across Ernst Court for a length of twenty (20) feet for a total usage of one hundred thirty (130) square feet. Said cables are utility cables running from the 900 North Michigan Avenue building to the building known as the Rush/Walton Parking Structure.

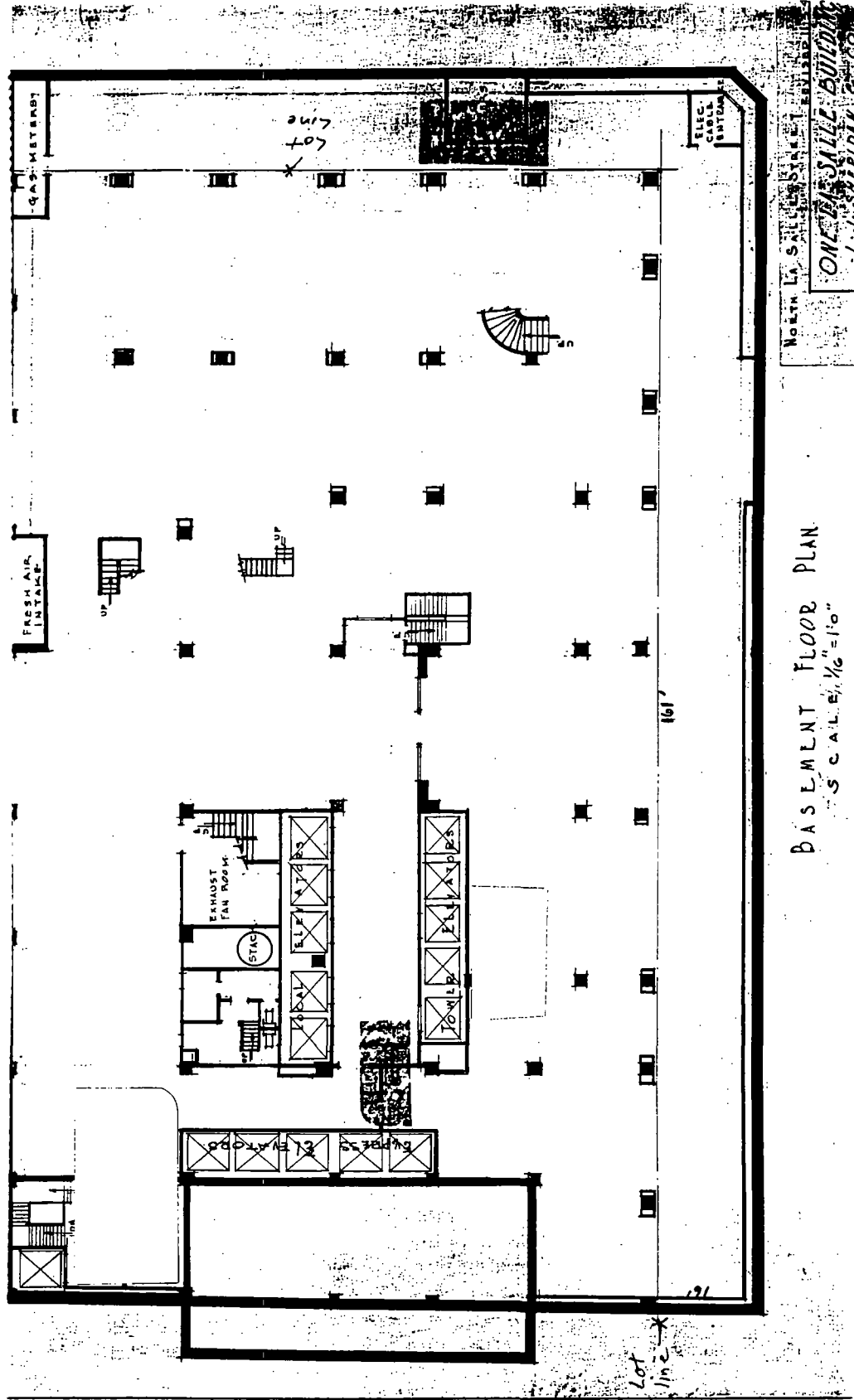
Authority for the above named privilege is herein given and granted for a period of five (5) years from and after April 1, 1992.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Hundred Thirty-six and no/100 Dollars (\$836.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or

(Continued on page 43424)

Ordinance associated with this drawing printed on pages 43418 through 43422 of this Journal.



NORTH LA. SALLE STREET  
 ONE BESSIE COLEMAN BUILDING  
 - L. J. SHELDON - ARCHT.

BASEMENT FLOOR PLAN  
 SCALE: 1/16" = 1'-0"

(Continued from page 43422)

vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

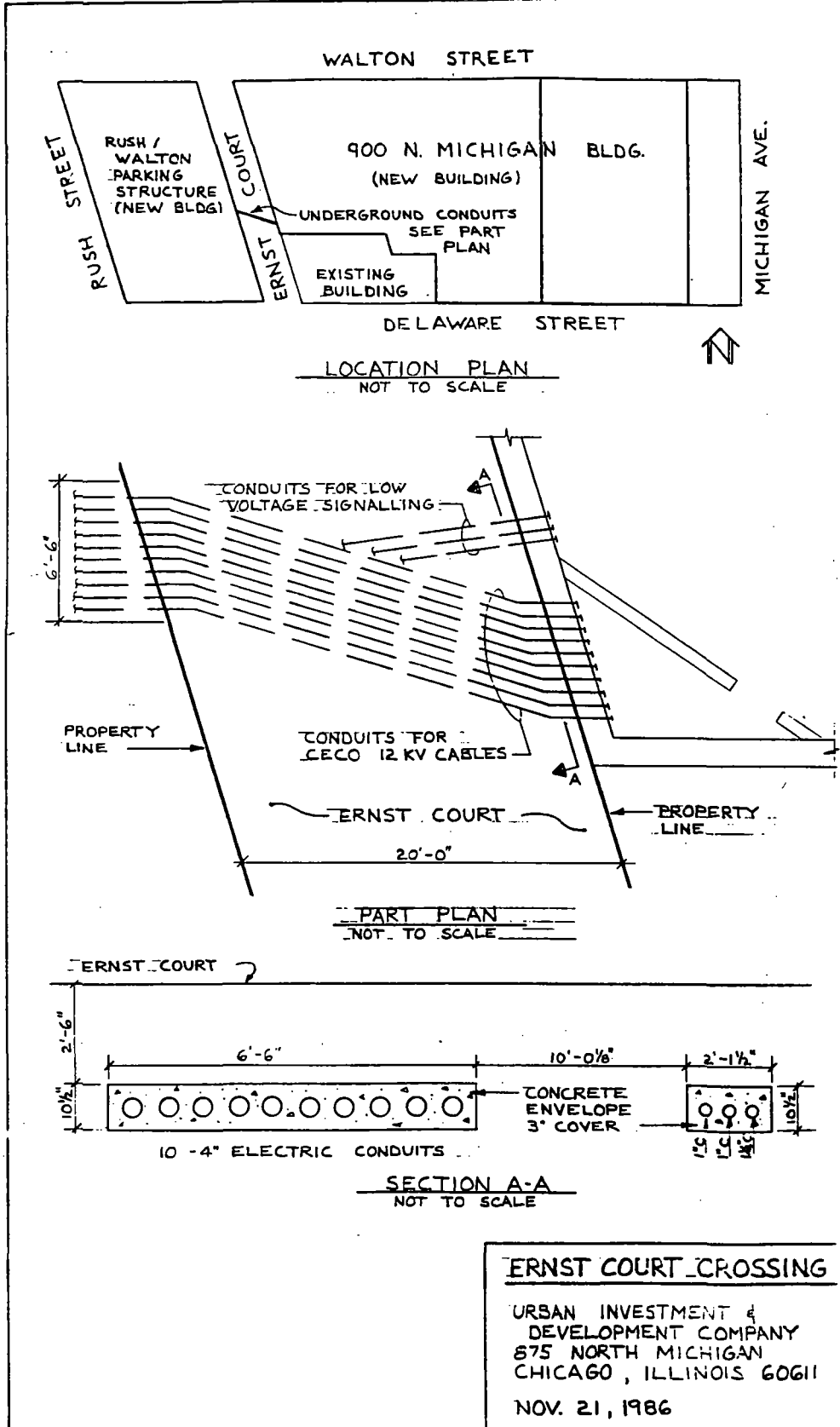
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43426 of this Journal.]

Ordinance associated with this drawing printed on pages 43422 through 43425 of this Journal.



**ERNST COURT CROSSING**

URBAN INVESTMENT & DEVELOPMENT COMPANY  
875 NORTH MICHIGAN  
CHICAGO, ILLINOIS 60611  
NOV. 21, 1986

*Ludington Realty Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Ludington Realty Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sub-surface vaults under the public right-of-way along South Wabash Avenue and East 11th Street adjacent to the premises at 1100 -- 1110 South Wabash Avenue.

Said vaulted areas shall be described as follows:

A. Under South Wabash Avenue.

Said vault shall measure one hundred nineteen (119) feet in length, seventeen (17) feet in width and ten (10) feet in height for a total of two thousand twenty-three (2,023) square feet of space being used under the public right-of-way.

B. Under East 11th Street.

Said vault shall measure one hundred sixty-four (164) feet in length, twelve (12) feet in width and ten (10) feet in height for a total of one thousand nine hundred sixty-eight (1,968) square feet of space being used under the public right-of-way.

Said vaulted areas shall be used for storage areas and an Electrical Transfer Area, as shown on print hereto attached.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Hundred

Ninety-four and no/100 Dollars (\$894.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance

evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

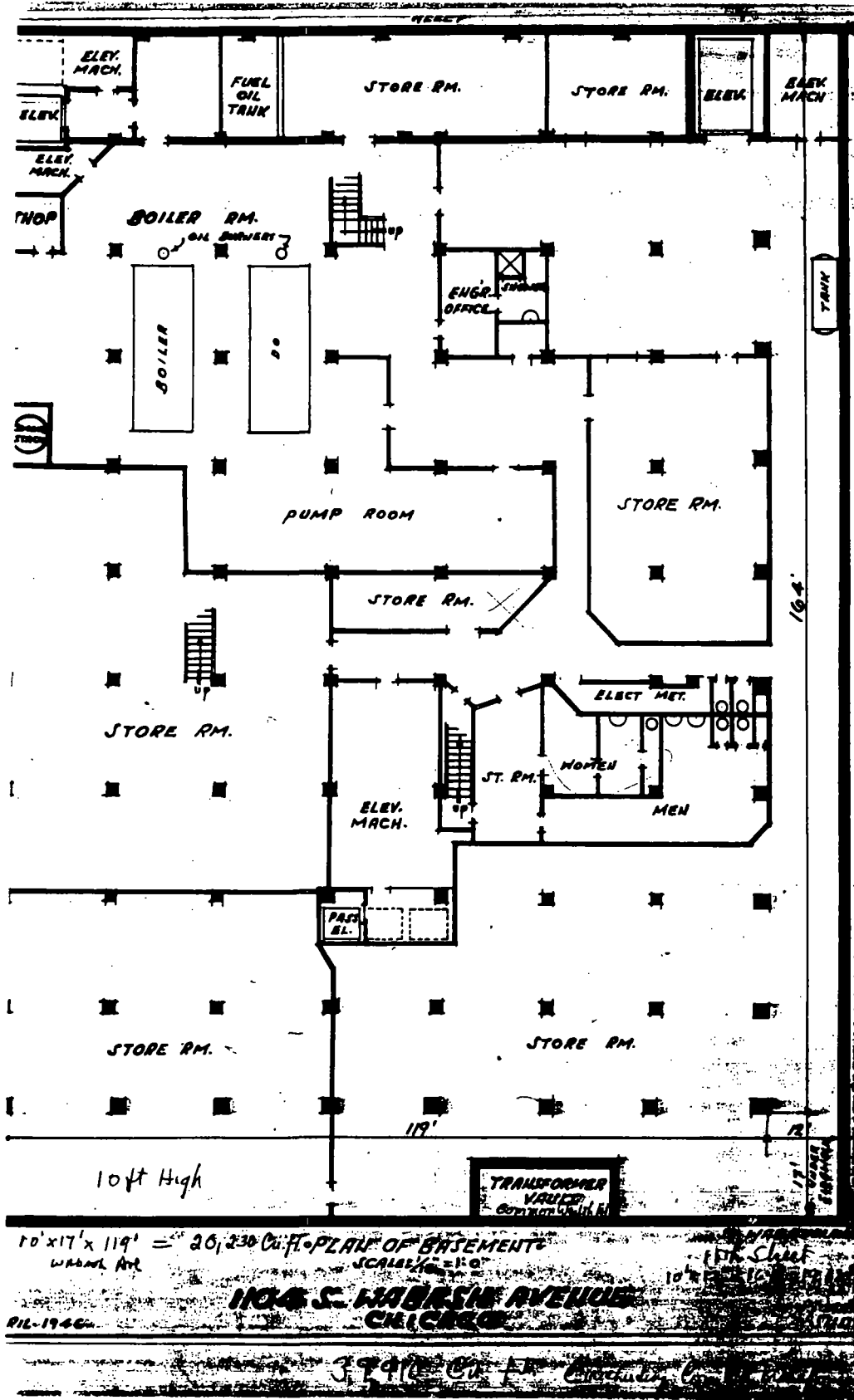
SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43430 of this Journal.]



Ordinance associated with this drawing printed on pages 43427 through 43429 of this Journal.



10' x 17' x 119' = 20,230 Cu. Ft. PLAIN OF BASEMENT  
 WARD No. 1  
 SCALE 1/8" = 1'-0"  
 104 S. WABASH AVENUE  
 CHICAGO  
 3,990 Cu. Ft. Capacity

*The Lurie Company.*

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

SECTION 1. Permission and authority are hereby granted to The Lurie Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a subsurface vault for storage. Dimensions of said vault are approximately seventy-eight (78) feet in length, nine (9) feet width and fifteen (15) feet in depth. Said vault is under the eighteen (18) foot public east/west alley south of West Washington Street known as West Calhoun Place, in rear of building located at the southeast corner of North LaSalle Street and West Washington Street.

Authority is herein granted for a period of five (5) years from and after December 19, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Six Hundred Fifty-one and no/100 Dollars (\$3,651.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way

where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any

act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43434 of this Journal.]

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*The Moody Bible Institute Of Chicago.*

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

SECTION 1. Permission and authority are hereby given and granted to The Moody Bible Institute of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an occupation of space privilege of the public right-of-way of West Walton Street, east of North Wells Street adjacent to the premises at 820 North LaSalle Street.

(Continued on page 43435)



(Continued from page 43433)

Said privilege shall measure two hundred twenty (220) feet in length and sixty-five (65) feet in width, for a total of fourteen thousand three hundred (14,300) square feet of space, as shown on print hereto attached.

Said privilege will become part of the campus of the Moody Bible Institute, which is in the process of vacating said West Walton Street so they may facilitate and incorporate the street into its overall campus design.

The privilege shall be terminated upon the completion of the vacation of West Walton Street.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Eight Hundred Nine and no/100 Dollars (\$8,809.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance,

operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43438 of this Journal.]

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*Sears, Roebuck & Co.*

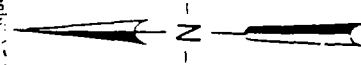
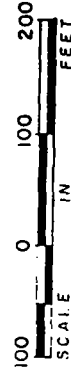
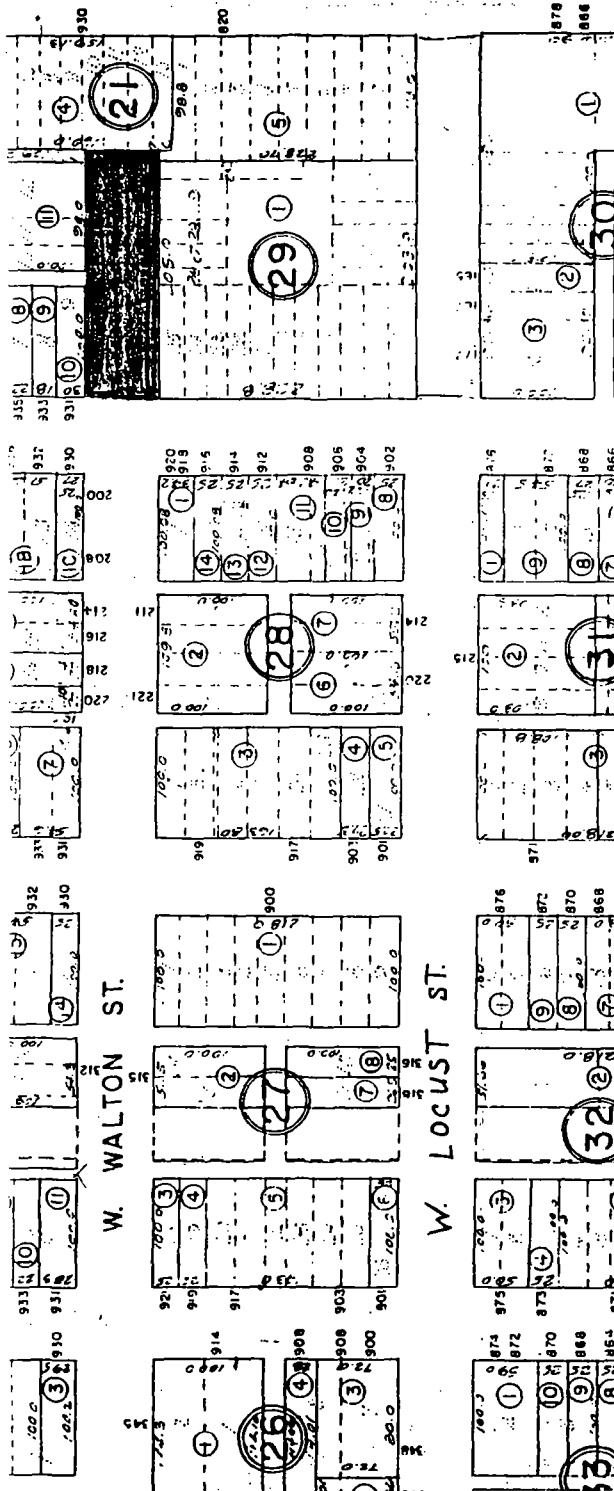
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby granted to Sears, Roebuck & Co., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a pedestrian tunnel for employee use between two plant buildings. Dimensions of said tunnel are approximately nineteen (19) feet in width and seven (7) feet in height. Ceiling of said tunnel is approximately four and one half ( $4\frac{1}{2}$ ) feet below street grade with bottom of said tunnel approximately thirteen (13) feet two and one half ( $2\frac{1}{2}$ ) inches below street grade. Said tunnel is under and across the sixty-six (66) foot public right-of-way of South Spaulding Avenue connecting the premises at 3245 West Arthington Street with 3301 West Arthington Street.

(Continued on page 43439)



Ordinance associated with this drawing printed on pages 43433 through 43437 of this Journal.



ACQUISITION PARCEL MAP

SLUM AND BLIGHTED AREA  
REDEVELOPMENT PROJECT  
CHICAGO - ORLEANS

DEPARTMENT OF URBAN RENEWAL  
CITY OF CHICAGO  
JANUARY, 1981

(Continued from page 43437)

Authority herein given and granted shall be for a period of five (5) years from and after November 15, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save

harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43442 of this Journal.]

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*Toys-R-Us.*

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

SECTION 1. Permission and authority are hereby given and granted to Toys-R-Us, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an electrical conduit in the public right-of-way along South State Street adjacent to the premises located at 2 South State Street. Said conduit shall measure fifty-five (55) feet in length, one (1) foot in width and shall be installed at a depth of two (2) feet under the sidewalk area along South State Street for a total of fifty-five (55) square feet of space. Said conduit shall be used to deliver electricity to an existing kiosk as shown on print hereto attached.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that

(Continued on page 43443)

Ordinance associated with this drawing printed on pages 43437 through 43441 of this Journal.

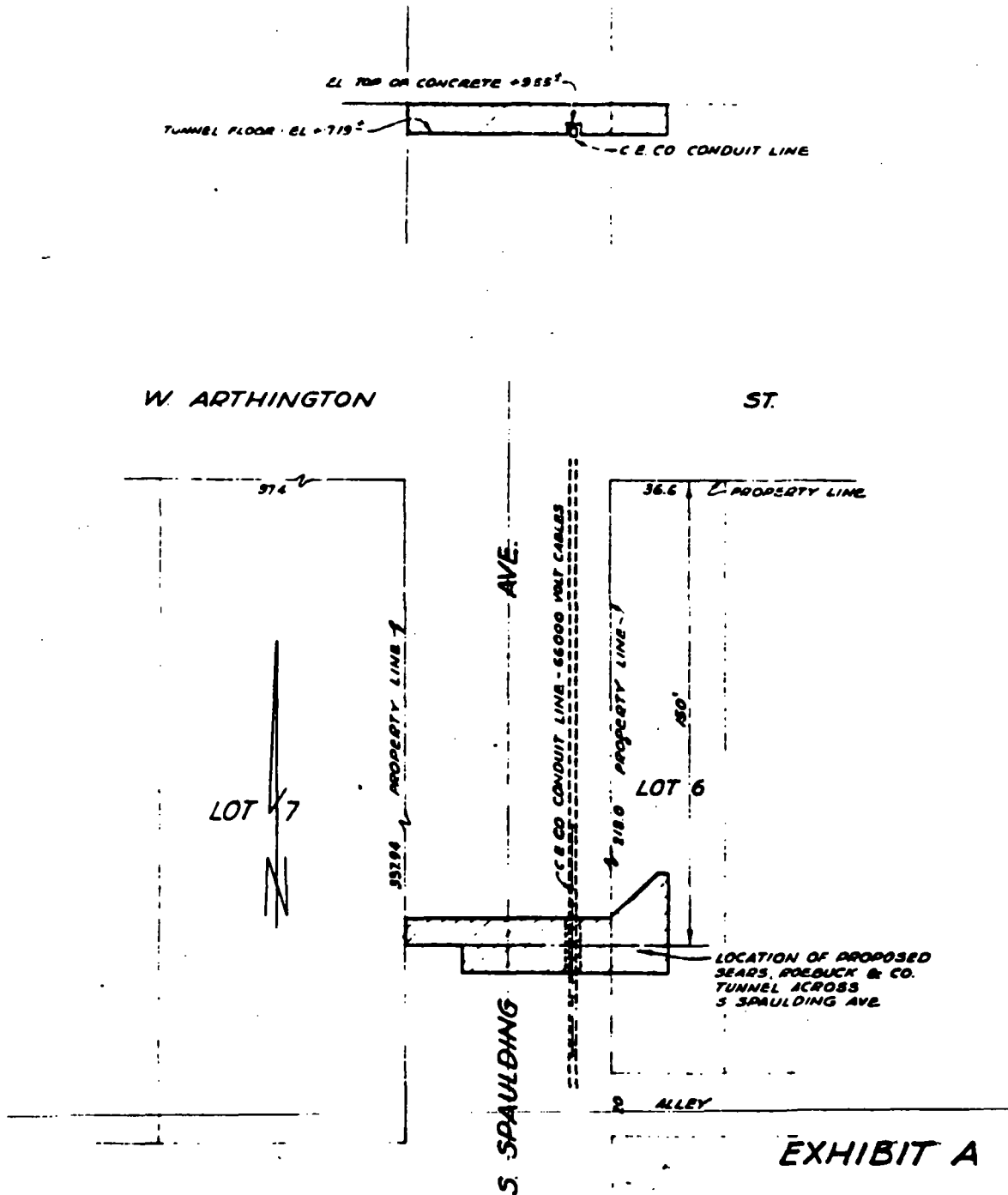


EXHIBIT A

(Continued from page 43441)

portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to

commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 43446 of this Journal.]

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*William Wrigley, Jr. Company.*

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

SECTION 1. Permission and authority are hereby given and granted to William Wrigley, Jr. Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use vaulted space, to be used for electrical purposes, approximately thirty-nine (39) feet in length and ten (10) feet in width along East Hubbard Street adjacent to the premises located at 400 -- 410 North Michigan Avenue.

Authority herein granted for a period of five (5) years from and after December 13, 1993.

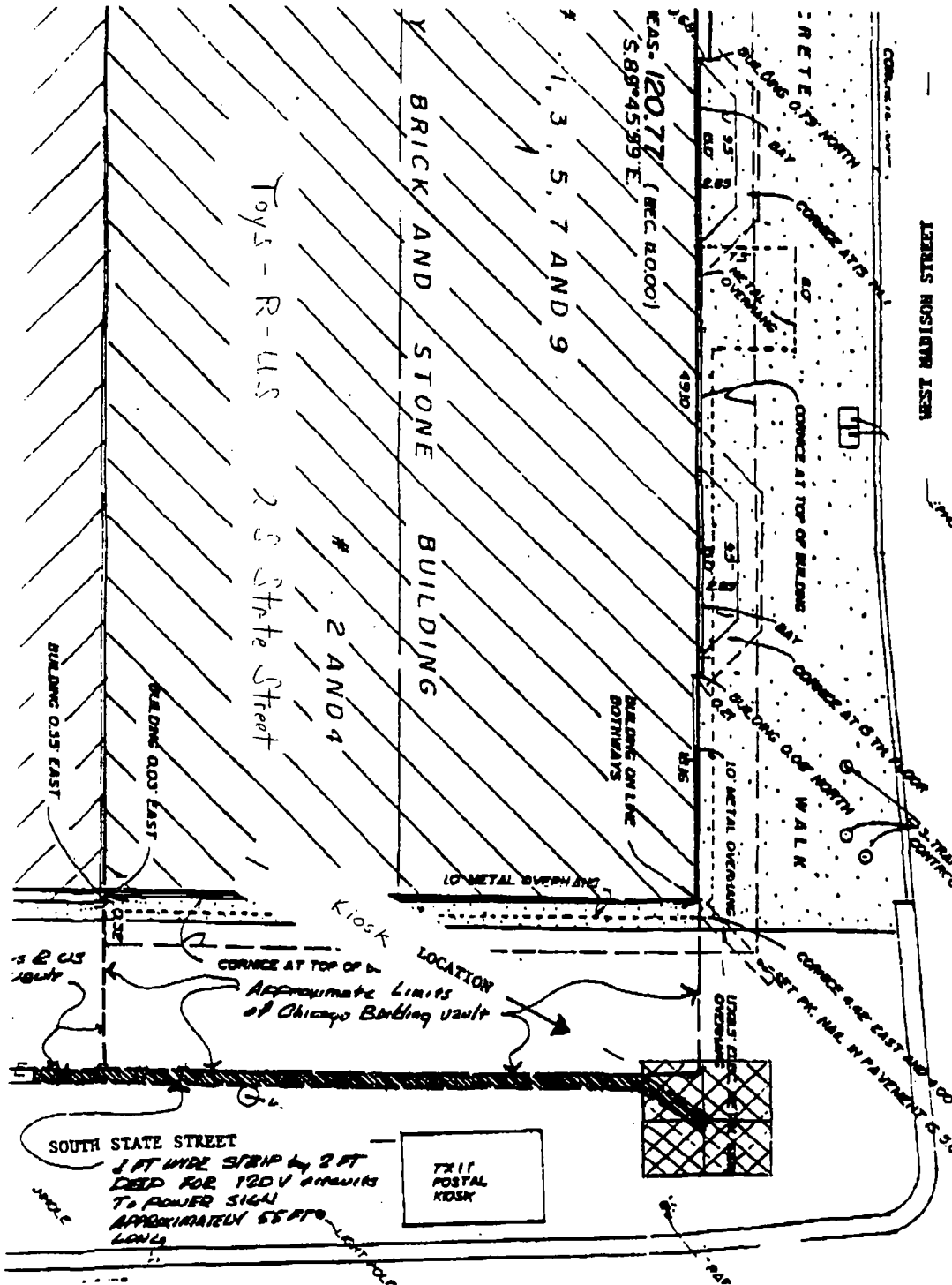
The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Thirty-two and no/100 Dollars (\$1,232.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 43447)



Ordinance associated with this drawing printed on pages 43441 through 43445 of this Journal.



(Continued from page 43445)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy.

Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43449 of this Journal.]

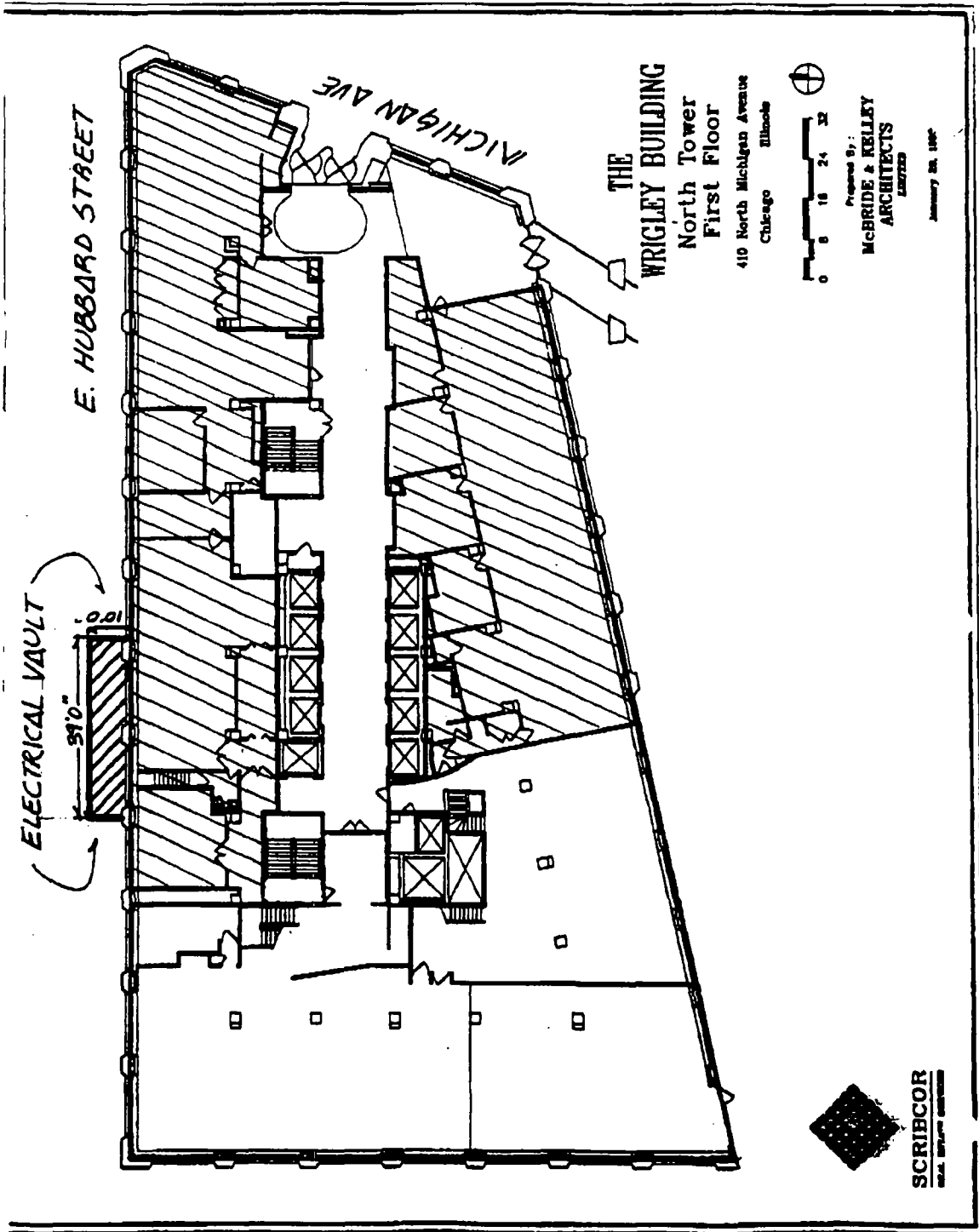
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*Jose And Leonor Yanez.*

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

(Continued on page 43450)

Ordinance associated with this drawing printed on pages 43445 through 43448 of this Journal.



(Continued from page 43448)

SECTION 1. Permission and authority are hereby given and granted to Jose and Leonor Yanez, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a steel fire escape over the public right-of-way along West 25th Place and attached to the premises located at 2859 West 25th Place. Said fire escape shall measure fourteen (14) feet in length, three (3) feet in width and shall be installed eleven (11) feet, six (6) inches above ground level along West 25th Place, as shown on prints hereto attached.

Authority herein granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privileges and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privileges herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In case of termination of the privileges herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance,

operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings attached to this ordinance printed on  
pages 43453 through 43454 of this Journal.]

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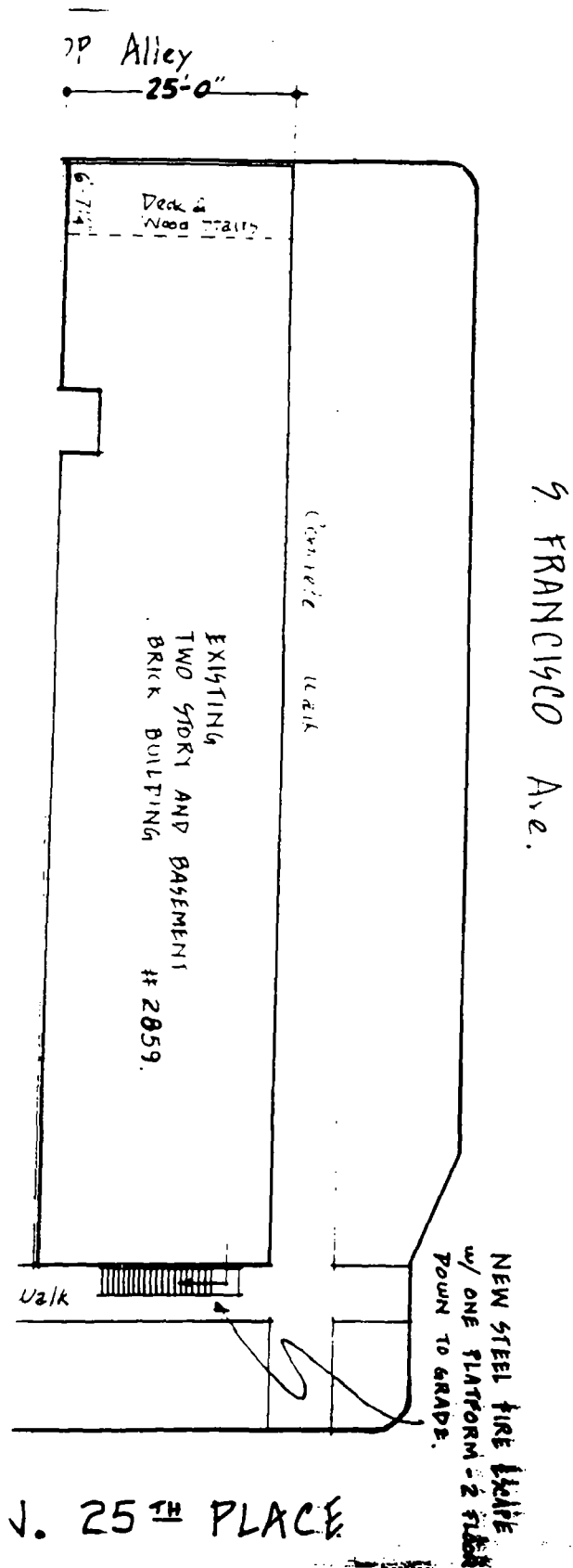
*The 1920 North Sheffield Condominium Association.*

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

SECTION 1. Permission and authority are hereby given and granted to The 1920 North Sheffield Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) safety ladders, eight (8) bollards and two (2) concrete slabs in the east/west public alley west of North Sheffield Avenue adjacent to the premises located at 1920 North Sheffield Avenue.

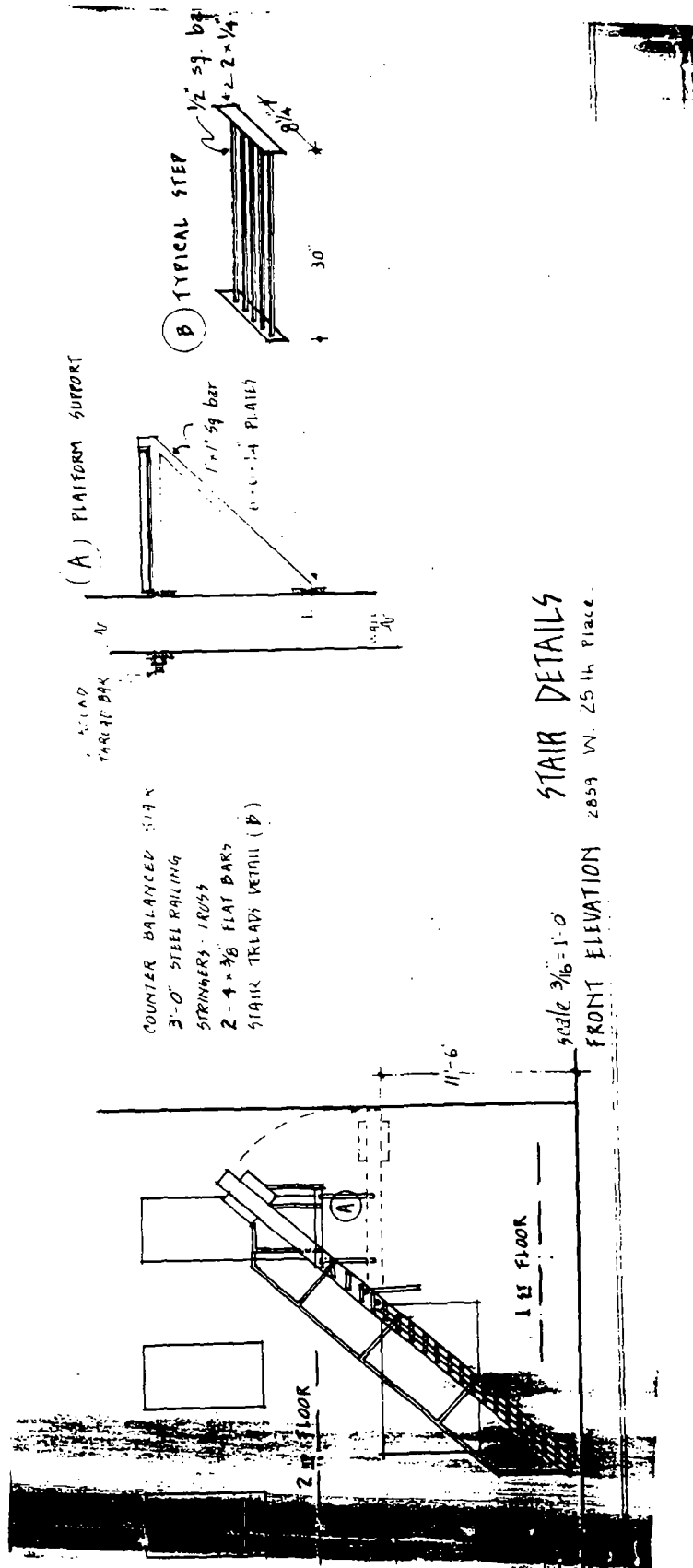
(Continued on page 43455)

Ordinance associated with this drawing printed on pages 43448 through 43452 of this Journal.





Ordinance associated with this drawing printed on pages 43448 through 43452 of this Journal.



(Continued from page 43452)

Said description of uses in the public right-of-way shall be shown on a print hereto attached and shall be as follows:

1. Eight (8) Bollards.

Said eight (8) bollards shall each measure four (4) inches in diameter and shall be forty-two (42) inches in height, for a total of nine point twenty-four (9.24) square feet of space in the public right-of-way.

2. Two (2) Concrete Slabs.

Said two (2) concrete slabs shall each measure four (4) feet in length, two (2) feet, six (6) inches in width and approximately six (6) inches in height for a total of twenty (20) square feet of space in the public right-of-way.

3. Four (4) Safety Ladders.

Said four (4) safety ladders shall protrude over the public right-of-way approximately two (2) feet, nine (9) inches and shall be anchored to the building at the third story level as shown on print hereto attached.

Authority herein given and granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred and no/100 Dollars (\$500.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its

property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and

Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

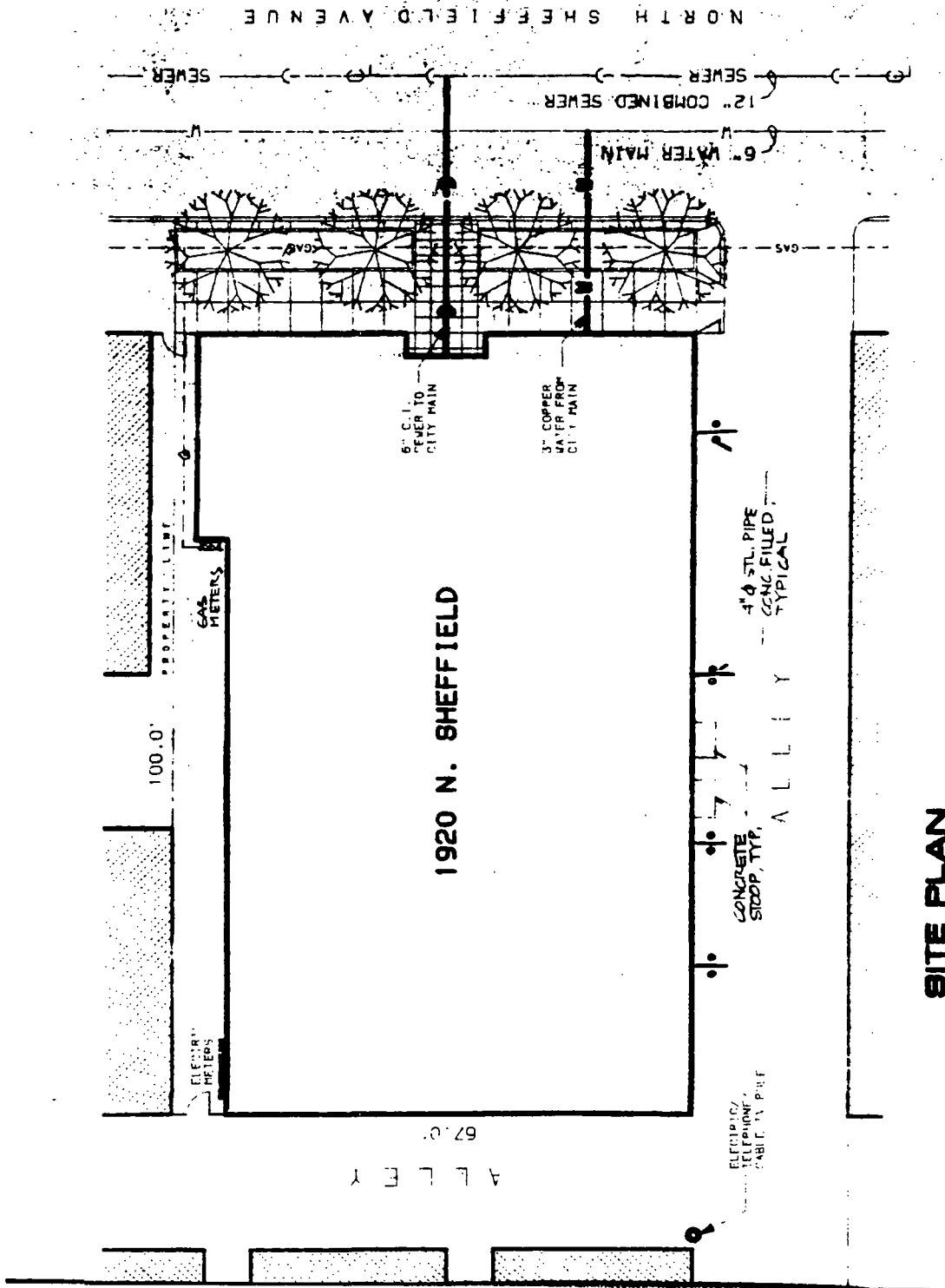
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on  
page 43458 of this Journal.]

Ordinance associated with this drawing printed on pages 43452 through 43457 of this Journal.



**SITE PLAN**

AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
GRANT OF PRIVILEGE TO FULTON PARTNER'S,  
INCORPORATED.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 17, 1993) originally passed September 16, 1992, page 21204 of the Council Journal of Proceedings, for Fulton Partner's, Incorporated, by amending the compensation amount paid to the City from \$28,560.00 to \$2,844.00 per annum.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 of the City of Chicago for Fulton Partner's, Incorporated on September 16, 1992 and printed upon page 21204 of the Journal of Proceedings of the City Council is hereby amended by deleting the words: "The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Twenty-eight Thousand Five Hundred Sixty and no/100 Dollars (\$28,560.00) per annum in advance" and inserting in their place the words: "The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Eight Hundred Forty-four and no/100 Dollars (\$2,844.00) per annum in advance for operating only 36 days per annum.

SECTION 2. This ordinance amendment shall be in effect upon it's passage.

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AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT  
OF PRIVILEGE TO N.B.D. TRUST COMPANY OF  
ILLINOIS, AS TRUSTEE, UNDER  
TRUST NUMBER 1156-CH.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed on November 6, 1992, page 23432 of the Council Journal of Proceedings, by deleting the words: "N.B.D. Trust Company of Illinois, as Trustee, under Trust Agreement dated May 18, 1990, and known as Trust Number 1156", and inserting in their place the words: "Tucker Financing Partnership, a Delaware general partnership". This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 of the City of Chicago on November 6, 1992 and printed upon page 23432 of the Journal of Proceedings of the City Council is hereby amended by deleting the words: "N.B.D. Trust Company of Illinois, as Trustee, under Trust Agreement dated May 18, 1990 and known as Trust Number 1156", and inserting in their place the words: "Tucker Financing Partnership, a Delaware general partnership".

SECTION 2. This ordinance amendment shall be in effect upon its passage.



AUTHORIZATION FOR GRANTS OF PRIVILEGE IN  
PUBLIC WAYS FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on November 5, 10 and 17, 1993) to construct, maintain and use sundry canopies by various establishments.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

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

*Awnco, Incorporated: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Awnco, Incorporated ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 9301 South Western Avenue for a period of three (3) years from and after October 31, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-five (45) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy and no/100 Dollars (\$70.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Banner Property Management: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Banner Property Management ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6230 North Kenmore Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner

of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in length, nor thirteen (13) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Blue Chicago: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Blue Chicago ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 937 North State Street for a period of three (3) years from and after November 18, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Chesterton Apartments: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Chesterton Apartments ("Permittee") to construct, maintain and use fourteen (14) canopies over the public way attached to the structure located at 4129 -- 4155 North Broadway for a period of three (3) years from and after February 6, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed ten (10) at sixteen (16) feet, one (1) at twenty (20) feet, one (1) at fifteen (15) feet, one (1) at twelve (12) feet and one (1) at fourteen (14) feet, respectively, in length, nor fourteen (14) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or

obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Chicago Market Company: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Chicago Market Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1101 West Fulton Market for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one (31) feet in length, nor fourteen (14) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars (\$56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Chicago Medinah Temple Association: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Chicago Medinah Temple Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 610 North Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-five (35) feet in length, nor fifteen (15) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty and no/100 Dollars (\$60.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Chicago Trunk And Leather Works, Inc.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Chicago Trunk and Leather Works, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 12 South Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirteen (13) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Claridge Hotel: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Claridge Hotel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1244 North Dearborn Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by

the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Copperfield's Market: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Copperfield's Market ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 70 West Huron Street for a period of three (3) years from and after December 5, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in length, nor seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for



the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Mr. Raff Caprio (Doing Business As  
Tony's Cucina Italiana): Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to Mr. Raff Caprio doing business as Tony's Cucina Italiana ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2824 West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Mr. Richard Racana, Jr. (Doing Business As European Furniture Warehouse): Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Mr. Richard Racana, Jr. doing business as European Furniture Warehouse ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2145 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six (6) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Fierro Corporation: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Fierro Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1359 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-four (44) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-nine and no/100 Dollars (\$69.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Ha Mien Restaurant: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Ha Mien Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4920 North Sheridan Road for a period of three (3) years from and after October 2, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty (50) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Hammacher Schlemmer: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Hammacher Schlemmer ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 618 North Michigan Avenue for a period of three (3) years from and after December 3, 1993 in accordance with the ordinances of the City of Chicago

and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eleven (11) feet, one (1) at twenty-three (23) feet, one (1) at seven (7) feet, and one (1) at eleven (11) feet, respectively, in length, nor three (3) at two (2) feet, three (3) inches and one (1) at one (1) foot, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Hobby Horse Nurseries, Ltd.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Hobby Horse Nurseries, Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5611 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-eight (28) feet in length, nor two point five (2.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Inter-Continental Hotels Corporation: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Inter-Continental Hotels Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 525 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-two (32) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars (\$57.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*J. M. B./Urban 900 Development Partners, Ltd.: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to J. M. B./Urban 900 Development Partners, Ltd. ("Permittee") to maintain and use four (4) canopies over the public way attached to the structure located at 900 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-one (21) feet, one (1) at sixty-four (64) feet, one (1) at twenty-one (21) feet and one (1) at one hundred seventeen (117) feet, respectively, in length, nor one (1) at eight (8) feet, one (1) at thirteen (13) feet, one (1) at eight (8) feet and one (1) at sixteen (16) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Thirty-one and no/100 Dollars (\$331.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Joe And Frank's Deli: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Joe and Frank's Deli ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3334 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-four (44) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-nine and no/100 Dollars (\$69.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.



The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Mr. Jorge R. Peter (Doing Business As  
J.P.'s Eating Place): Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Jorge R. Peter, doing business as J. P.'s Eating Place ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1800 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-three (43) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-eight and no/100 Dollars (\$68.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Ms. Kathi J. Noone (Doing Business As  
The Kat Klub): Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Ms. Kathi J. Noone, doing business as The Kat Klub ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 6920 West North Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at fifteen (15) feet and one (1) at five (5) feet, respectively, in length, nor two (2) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Korea Exchange Bank: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Korea Exchange Bank ("Permittee") to construct, maintain and

use two (2) canopies over the public way attached to the structure located at 4749 -- 4759 North Kedzie Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at one hundred twenty-five (125) feet, respectively, in length, nor two (2) at two (2) feet eight (8) inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Lake Shore National Bank, Under Trust  
Number 930: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Lake Shore National Bank, under Trust No. 930 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 118 -- 120 East Oak Street for a period of three (3) years from and after April 21, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said

canopy shall not exceed forty-nine (49) feet in length, nor fifteen (15) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-four and no/100 Dollars (\$74.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Mr. Juan S. Fernandez (Doing Business As La Moda Store): Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Mr. Juan S. Fernandez, doing business as La Moda Store ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1321 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty four (24) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*LaSalle Towers Associates: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to LaSalle Towers Associates ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 1211 North LaSalle Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at thirty-two (32) feet, one (1) at twenty-nine (29) feet and one (1) at seventeen (17) feet, respectively, in length, nor one (1) at two (2) feet, one (1) at two (2) feet and one (1) at eight (8) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-one and no/100 Dollars (\$161.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or

obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Len's Crafters Division, c/o The United States  
Shoe Corp.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Len's Crafters Division c/o The United States Shoe Corp. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2736 North Clark Street for a period of three (3) years from and after October 31, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-two (32) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars (\$57.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*L'Olive Cafe: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to L'Olive Cafe ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3915 North Sheridan Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor four (4) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*The Mart Sample Store: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to The Mart Sample Store ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 153 West Ohio Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Medical And Dental Center: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Medical and Dental Center ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2002 North Damen Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and



the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred two (102) feet in length, nor two point five (2.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-seven and no/100 Dollars (\$127.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Mid-America Management: Canopy.*  
(443 West Wrightwood Avenue)

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Mid-America Management ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 443 West Wrightwood Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Mid-America Management: Canopies.*  
(451 West Wrightwood Avenue)

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Mid-America Management ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 451 West Wrightwood Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at eight (8) feet, respectively, in length, nor two (2) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Ms. Mary Ann Milano: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Ms. Mary Ann Milano ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1120 West Taylor Street for a period of three (3) years from and after October 27, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-eight (28) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the

consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*M And L Meat Company: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to M and L Meat Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5008 -- 5010 West Madison Street for a period of three (3) years from and after May 16, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixty (60) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*CMB, Inc. (Doing Business As  
Popeye's): Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to CMB, Inc., doing business as Popeye's ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 17 South Wabash Avenue for a period of three (3) years from and after May 16, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Ms. Kelly Alexandrakis (Doing Business As  
The Powder Puff Beauty Salon): Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to Ms. Kelly Alexandrakis, doing business as The Powder Puff Beauty Salon ("Permittee") to construct, maintain and use one (1) canopy

over the public way attached to the structure located at 2734 West Devon Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirteen (13) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Prince Galleries: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Prince Galleries ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 357 West Erie Street for a period of three (3) years from and after July 19, 1992 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven (11) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Pui King Lee: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Pui King Lee ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3641 West Irving Park Road for a period of three (3) years from and after November 5, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor two (2) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Railroadmen's Federal Savings And Loan Association  
Of Indianapolis: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Railroadmen's Federal Savings and Loan Association of Indianapolis ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3521 South Archer Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.



The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Rochester Big And Tall Clothing: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Rochester Big and Tall Clothing ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 149 East Ohio Street for a period of three (3) years from and after September 12, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirteen (13) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Green Street, Inc. (Doing Business As She-Nannigans): Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Green Street, Inc., doing business as She-Nannigans ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 16 West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-two (42) feet in length, nor three point five (3.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-seven and no/100 Dollars (\$67.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Sherwood Conservatory Of Music: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Sherwood Conservatory of Music ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1014 South Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Six Corners Limited Partnership: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Six Corners Limited Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3970 North Milwaukee Avenue for a period of three (3) years from and after October 31, 1993 in accordance with the ordinances of

the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred ninety-seven (197) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Twenty-two and no/100 Dollars (\$222.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*C. B. Taylor Funeral Home, Inc.: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to C. B. Taylor Funeral Home, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5350 -- 5358 West North Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-three (33) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-eight and no/100 Dollars (\$58.00) per annum, in

advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*T.G.I. Friday: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to T.G. I. Friday ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 153 East Erie Street for a period of three (3) years from and after July 12, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-two (22) feet, one (1) at thirteen (13) feet, one (1) at seventeen (17) feet and one (1) at twelve (12) feet, respectively, in length, nor one (1) at seven (7) feet, six (6) inches and three (3) at four (4) feet, six (6) inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Town Management Corporation: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Town Management Corporation ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1011 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seventy-one (71) feet and one (1) at fourteen (14) feet, respectively, in length, nor one (1) at three (3) feet and one (1) at nine (9) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Forty-six and no/100 Dollars (\$146.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*Woman's Athletic Club Of  
Chicago: Canopy.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to Woman's Athletic Club of Chicago ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 626 North Michigan Avenue for a period of three (3) years from and after December 13, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight (8) feet in length, nor seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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*161 North Clark Street Limited  
Partnership: Canopies.*

*Ordered,* That the Director of Revenue is hereby authorized to issue a permit to 161 North Clark Street Limited Partnership. ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 161 North Clark Street for a period of three (3) years from and after October 31, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed three (3) at twenty-two (22) feet, respectively, in length, nor one (1) at fourteen (14) feet, one (1) at thirteen (13) feet, six (6) inches and one (1) at thirteen (13) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.



*1120 Lake Shore Drive Building  
Corporation: Canopy.*

*Ordered*, That the Director of Revenue is hereby authorized to issue a permit to 1120 Lake Shore Drive Building Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1120 North Lake Shore Drive for a period of three (3) years from and after November 18, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor fourteen (14) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

---

**AMENDMENT OF ORDER WHICH AUTHORIZED GRANT OF  
PRIVILEGE TO CBS, INCORPORATED (WBBM) FOR  
CONSTRUCTION, MAINTENANCE AND USE OF  
CANOPY AT 630 NORTH MC CLURG COURT.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 17, 1993) to amend an order originally passed September 15, 1993, page 37981 of the Council Journal of Proceedings, for CBS, Incorporated (WBBM) by amending the compensation amount paid to the City from \$50.00 to \$166.00 per annum.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 order passed by the City Council of the City of Chicago for CBS, Incorporated (WBBM) on September 15, 1993, and printed upon page 37981 of the Journal of Proceedings of the City Council is hereby amended by deleting the words: "The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance", and inserting in their place the

words: "The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-six and no/100 Dollars (\$166.00) per annum, in advance".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

AMENDMENT OF ORDER WHICH AUTHORIZED GRANT OF  
PRIVILEGE TO N.B.D. TRUST COMPANY OF ILLINOIS,  
UNDER TRUST NUMBER 1156-CH, FOR  
CONSTRUCTION, MAINTENANCE AND  
USE OF CANOPY AT 5 -- 9 NORTH  
STATE STREET/ 8 -- 10 EAST  
MADISON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an amendment to an order originally passed on June 9, 1993, page 33695 of the Council Journal of Proceedings, by deleting the words: "N.B.D. Trust Company of Illinois, as Trustee, under Trust Agreement dated May 18, 1990, and known as Trust Number 1156-CH", and inserting in their place the words: "Tucker Financing Partnership, a Delaware general partnership". This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 order passed by the City Council of the City of Chicago on June 9, 1993, and printed upon page 33695 of the Journal of Proceedings of the City Council is hereby amended by deleting the words: "N.B.D. Trust Company of Illinois, under Trust Number 1156-CH", and inserting in their place the words: "Tucker Financing Partnership, a Delaware general partnership".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

---

AUTHORIZATION FOR ISSUANCE OF PERMITS TO COMMERCIAL  
LIGHT COMPANY FOR INSTALLATION OF ORNAMENTAL  
LIGHT POLES AT 209 SOUTH LA SALLE STREET  
FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on November 5, 1993) for a grant of privilege in the public way to Commercial Light Company to install for beautification purposes four (4) ornamental light poles, with related conduit in the public right-of-way along South LaSalle Street adjacent to the premises known as 209 South LaSalle Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to the Commercial Light Company, to install for beautification purposes, four (4) ornamental light poles, with related conduit in the public right-of-way along South LaSalle Street adjacent to the premises known as 209 South LaSalle Street. Said ornamental light poles shall measure approximately two (2) feet in diameter and shall be twenty (20) feet in height for a total of eighteen (18) square feet of space in the public right-of-way. Said ornamental light poles shall be installed along the pedestrian walkway along South LaSalle Street between West Adams Street and West Quincy Street as shown on prints hereto attached.

Said permission shall be subject to the approval of plans, without fees and without compensation and with conditions that the adjacent property owners and Commercial Light Company, shall assume responsibility for the maintenance of said light poles, and shall insure, save and hold harmless the City of Chicago from all liability upon the terms and subject to the terms and conditions of said attached ordinance.

[Drawings attached to this order printed on pages  
43510 through 43511 of this Journal.]

Ordinance attached to this order reads as follows:

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

Section 1. The location of said privilege shall be as shown on prints hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privileges and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

Section 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$-0-) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

Section 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof,

to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

Section 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

Section 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

Section 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for these privileges, a Certificate of Insurance evidencing coverage in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insured and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Section 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents

or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

Section 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

Section 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings attached to this ordinance printed on  
pages 43510 through 43511 of this Journal.]

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AUTHORIZATION FOR GRANT OF EASEMENT TO AMERITECH/  
ILLINOIS BELL TELEPHONE COMPANY FOR  
INSTALLATION OF FIBER OPTIC  
FACILITIES ON NON-PUBLIC  
CITY-OWNED PROPERTY.

The Committee on Transportation and Public Way submitted the following report:

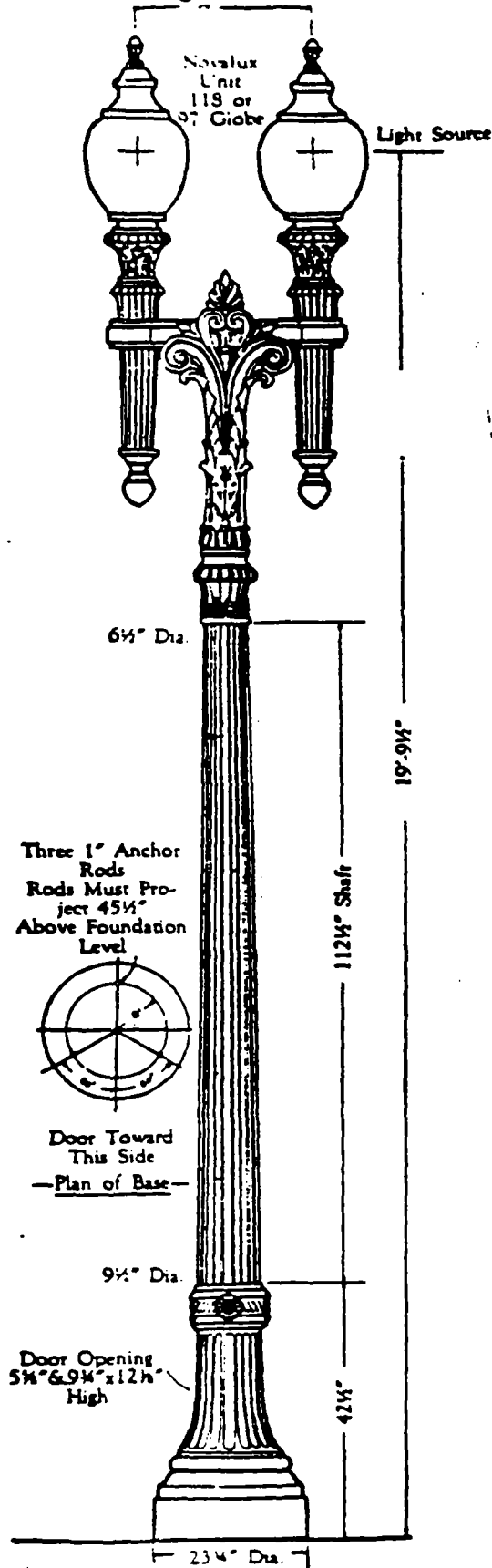
CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

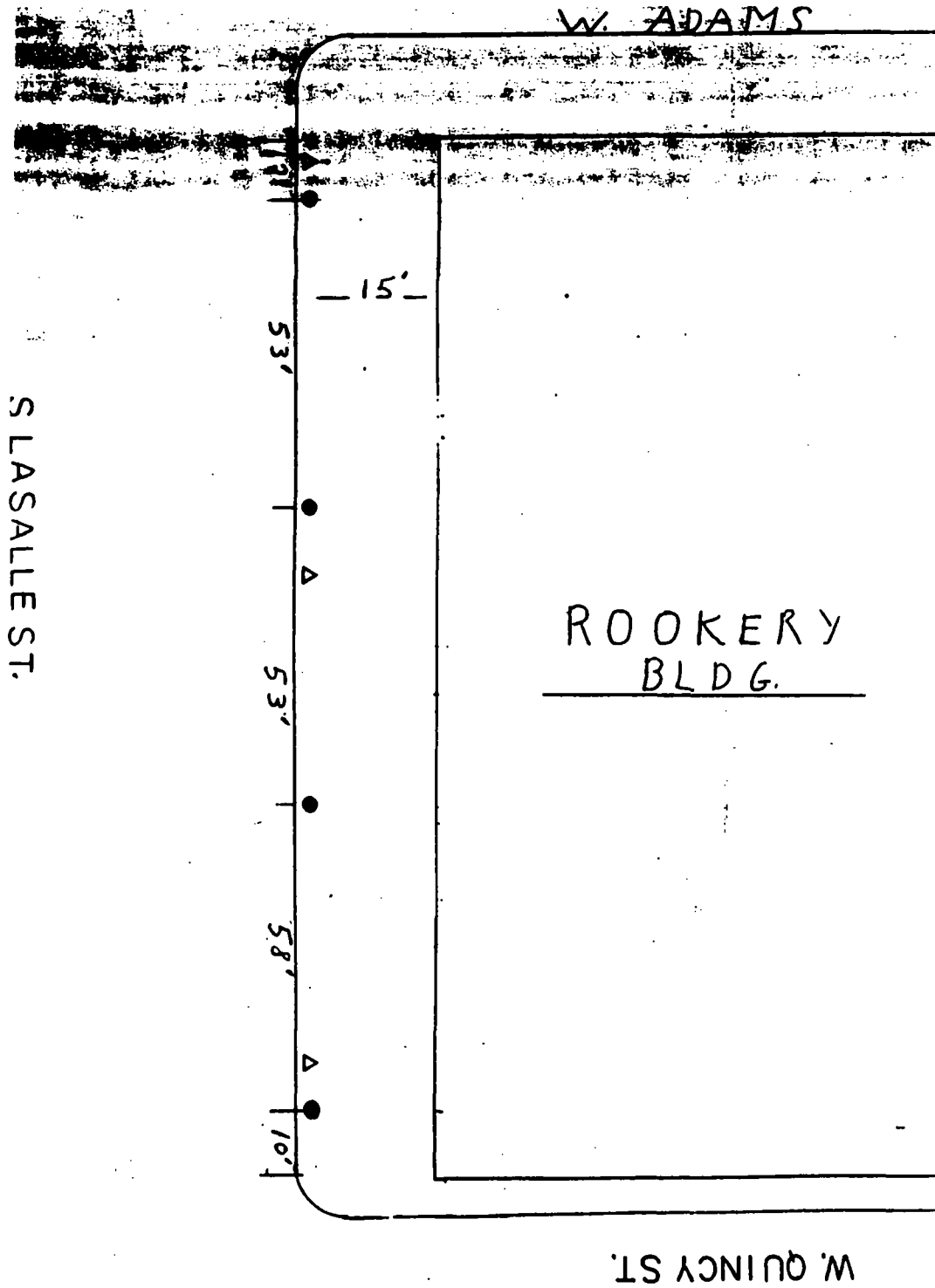
(Continued on page 43512)



Order and Ordinance associated with this drawing printed on pages 43506 through 43509 of this Journal.



Order and Ordinance associated with this drawing printed on pages 43506 through 43509 of this Journal.



- △ — CITY LIGHT POLE
- △ — CITY LIGHT POLE WITH TRAFFIC

(Continued from page 43509)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance introduced by The Honorable Richard M. Daley, Mayor, authorizing the execution of a grant of easement to the Illinois Bell Telephone Company for the installation of fiber optic facilities on non-public way property owned by the City. This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Illinois Bell Telephone Company ("Bell") has proposed the installation of fiber optic facilities in non-public way property owned by the City; and

WHEREAS, Bell desires that the City grant it an easement within such property to locate such facilities; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute, and the Clerk to attest, a Grant of Easement in substantially the form attached to and incorporated in this ordinance as Exhibit A. The Corporation Counsel is authorized to deliver such Grant of Easement to Bell upon payment of the compensation stated therein.

SECTION 2. This ordinance shall be in full force and effect upon its passage and approval in accordance with law.

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

*Exhibit "A".*

*Grant Of Easement.*

In consideration of Two Thousand Fifty and no/100 Dollars (\$2,050.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Chicago, an Illinois home rule municipality pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 ("Grantor"), hereby grants and conveys to Ameritech/Illinois Bell Telephone Company, an Illinois corporation ("Grantee") a perpetual, non-assignable easement in gross for purposes of installing, constructing, repairing, altering, reconstructing and removing a Lightspan 2000-672 Cabinet and related facilities which are reasonably necessary for the operation of such Cabinet (together, "Facilities"), in, on, under, across, and through the real property described in (Sub)Exhibit A which is attached and incorporated ("Premises") subject to the following conditions and limitations:

1. Such Facilities and the landscaping required herein shall be built, installed, and maintained in a neat and clean condition and in strict compliance with (Sub)Exhibit B which is attached and incorporated, and all applicable statutes, ordinances, regulations, rules, orders, and other laws.
2. Grantee shall be entitled to a temporary construction right-of-entry in, over, across and through such portion of the adjacent and abutting property (but not including public right-of-way) of Grantor ("Grantor's Abutting Property") as Grantor shall designate in order to exercise the rights granted herein, subject to the reasonable conditions stated by Grantor.

3. At the end of each day during or following entry upon Grantor's Abutting Property, Grantee shall restore Grantor's Abutting Property to the condition it was in immediately preceding entry, including restoration of all landscaping and the proper disposal and removal of all material and spoils except to the extent permitted by Grantor during construction or removal of the Facilities. Upon completion of the construction and installation of the Facilities, Grantee shall plant and maintain on all sides of the Facilities a row of evergreen shrubs to provide visual screening from the public way.
4. Grantee shall indemnify, defend and hold harmless the City, its agents, employees, lessees, invitees and licensees ("Indemnitees") for all damages to or destruction of property or any injury to or death of persons arising or resulting from the rights hereunder or the activities or omissions of Grantee or its agents, employees, lessees, invitees or licensees, occurring on, at, adjacent to or related to the Premises, the Facilities, or Grantor's Abutting Property, except to the extent proximately caused by the respective Indemnities.
5. The rights and obligations of this Grant of Easement shall run with the Premises and shall be binding on, enforceable by and inure to the benefit of the Grantor, the Grantee and their respective successors and assigns.

In Witness Whereof, The Grantor has caused this Grant of Easement to be executed and attested this \_\_\_\_ day of \_\_\_\_\_, 1993.

City of Chicago

By: \_\_\_\_\_  
Richard M. Daley, Mayor

Attest: \_\_\_\_\_  
Ernest R. Wish, City Clerk

Accepted: Ameritech/Illinois Bell Telephone Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Illinois )  
                          ) SS:  
County of Cook )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ernest R. Wish, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as City Clerk, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

Upon Recording, Please Return To:

Ameritech/Illinois Bell Telephone Company  
Attention: Charlie Warfield  
225 West Randolph, HQ18E  
Chicago, Illinois 60606

[(Sub)Exhibit "B" attached to this Grant of Easement printed on pages 43518 through 43522 of this Journal.]

(Sub)Exhibit "A" attached to this Grant of Easement reads as follows:

*(Sub)Exhibit "A".*

Lots 1, 2, 3, 4 and 5 in Wings Subdivision of Block 14 in the Canal Trustees' Subdivision in the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian (except that part of said Lots 1, 2 and 3, lying west of a line 60 feet east of and parallel with the west line of said Section 5 aforesaid, as condemned for widening of North Ashland Avenue) in Cook County, Illinois.

[Plat of Easement attached to this (Sub)Exhibit "A"  
printed on page 43517 of this Journal.]

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AUTHORIZATION FOR APPROVAL OF PLAT OF EDGEWATER  
PROPERTY ONE SUBDIVISION ON PORTION OF WEST  
EDGEWATER AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

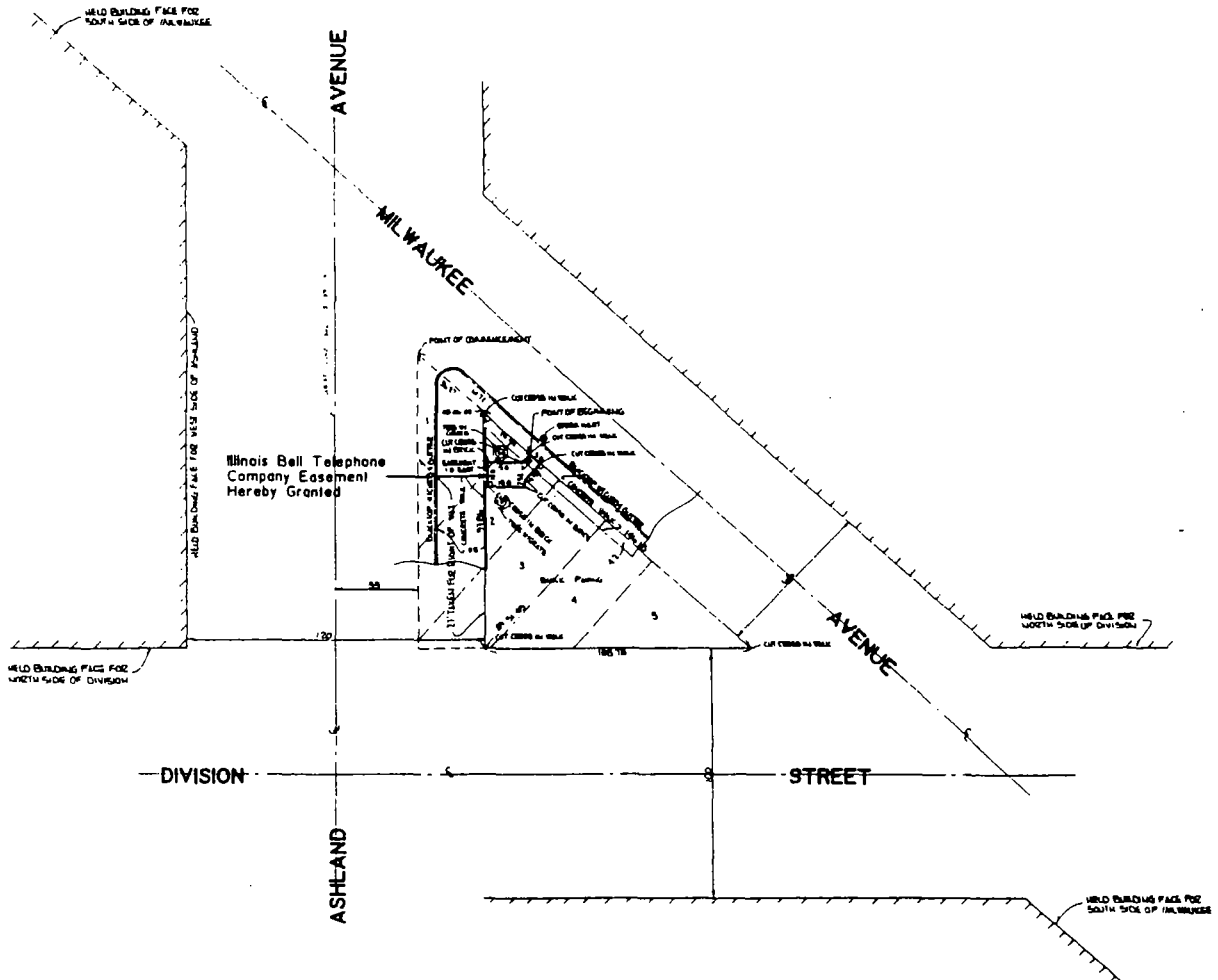
Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of Edgewater Property One Subdivision located along the south side of West Edgewater Avenue lying between the west line of North Ashland Avenue and the west line of the north/south 16 foot public alley west of North Ashland Avenue, and having a total frontage of 273.38 feet along the south side of West Edgewater Avenue. This ordinance was referred to the committee on November 5, 1993.

(Continued on page 43523)

### Plat Of Easement To (Sub)Exhibit "A".

#### PLAT OF EASEMENT GRANT

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 IN SAMUEL WING'S SUBDIVISION OF BLOCK 14 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST; THENCE SOUTHWEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE 61.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEAST ALONG SAID RIGHT OF WAY LINE 3 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 9.97 FEET TO A LINE PARALLEL WITH AND 76 FEET EAST OF THE WEST LINE OF SAID SECTION 5; THENCE SOUTH ALONG SAID PARALLEL LINE 2.52 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 13 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 10 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 13 FEET; THENCE NORTHEAST 4.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



P.I.N. #: 17-05-122-001  
 Property Address: 1218 North Milwaukee  
 Litespan 2000-672 Cabinet

*Eileen S. Arroyal*  
*Spokane, 2/2/97*  
*Danny Allen*



(Sub)Exhibit "B".  
(Page 1 of 5)

DSC Practice  
Litespan®-2000

OSP 392-600-200  
Issue 4, July 1992  
672 RT Cabinet

**LITESPAN®-2000  
672 REMOTE TERMINAL CABINET**

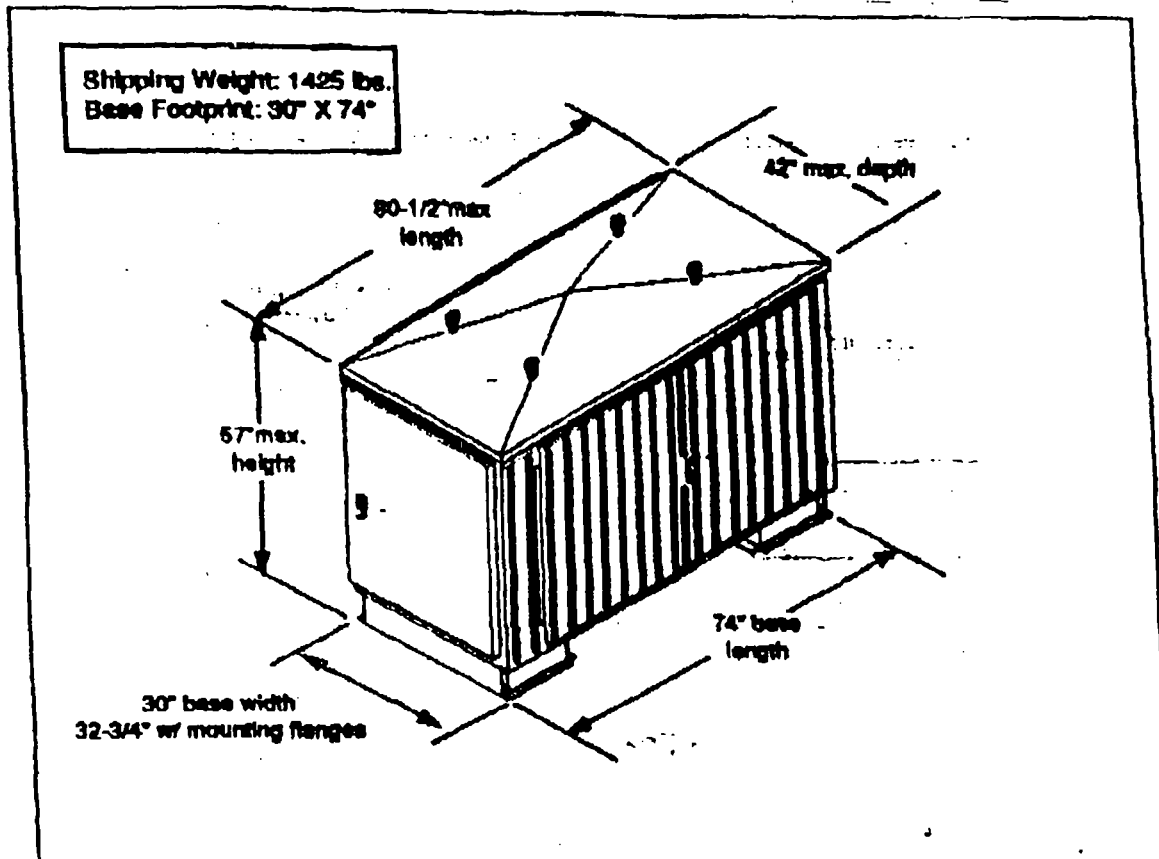


Figure 1. -- Litespan®-2000 672 Remote Terminal Cabinet  
(overall dimensions shown)

**CONTENTS**

1 - General Description ..... 1  
 2 - Electrical System ..... 5  
 3 - Environmental Control Systems ..... 8  
 4 - Outside Plant Facility Interfaces ..... 10  
 5 - Mechanical Installation ..... 13  
 6 - Cabling, Turn-up, and Test ..... 24

**1 GENERAL DESCRIPTION**

1.01 This document describes the features and installation of the Litespan®-2000 672 Remote Terminal Cabinet, DSC part number 500-1104-900 (Figure 1). For complete ordering information, refer to the Litespan Ordering Guide, OSP 363-205-900.

1.02 This document is being revised to reflect various hardware and engineering changes and to support the installation of the consumable template and external AC service.

1.03 The Litespan 672 is a fully self-contained remote terminal containing channel banks and auxiliary equipment to support up to 672 POTS lines or up to 50 DS1 or T1 lines and 472 POTS lines. It is completely assembled at the factory. Once the equipment is on site and bolted to its mounting pad, the only assembly required consists of connecting local power, connecting drop facilities and optical fiber facilities, installing the back-up batteries, and plugging the circuit packs into their assigned locations in the racks.

(Sub)Exhibit "B".  
(Page 2 of 5)

OSP 392-600-200  
Issue 4, July 1992  
672 RT Cabinet

DSC Practice  
Litespan®-2000

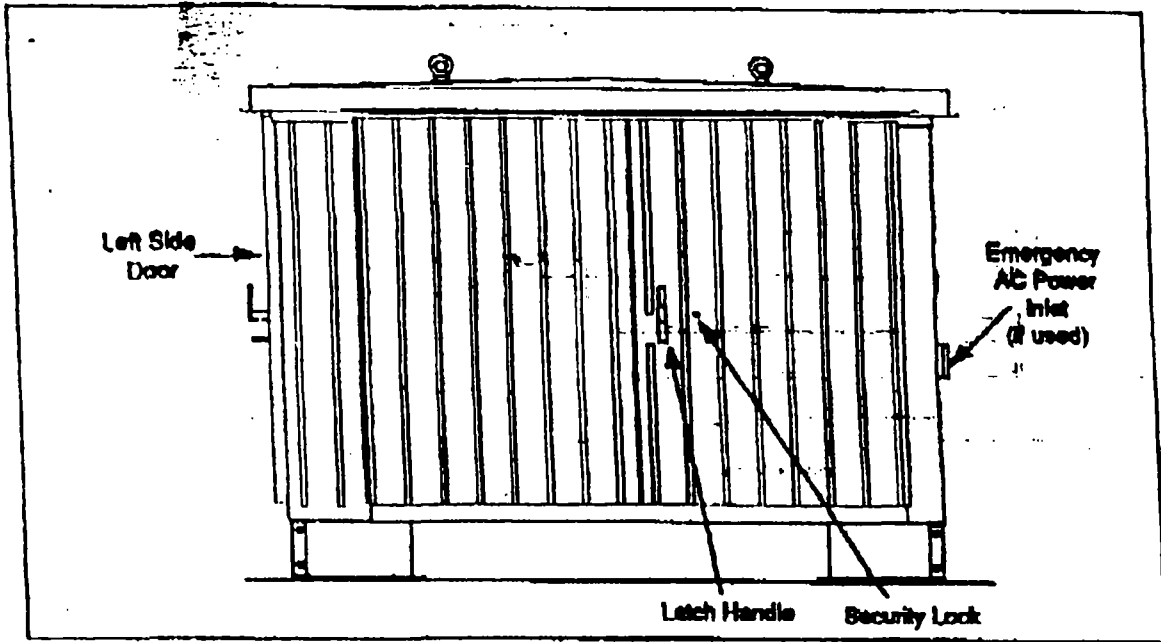


Figure 2. - 672 Remote Terminal Cabinet (front)

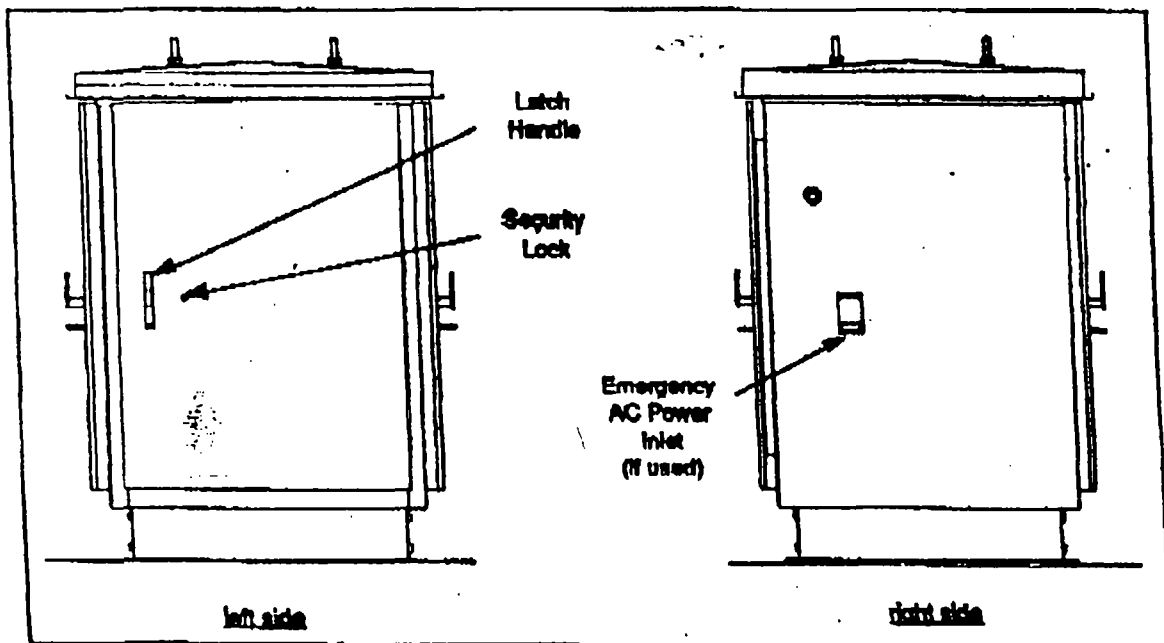


Figure 3. - 672 Remote Terminal Cabinet (sides)

(Sub)Exhibit "B".  
(Page 3 of 5)

DSC Practice  
Litespan®-2000

OSP 392-600-200  
Issue 4, July 1992  
672 RT Cabinet

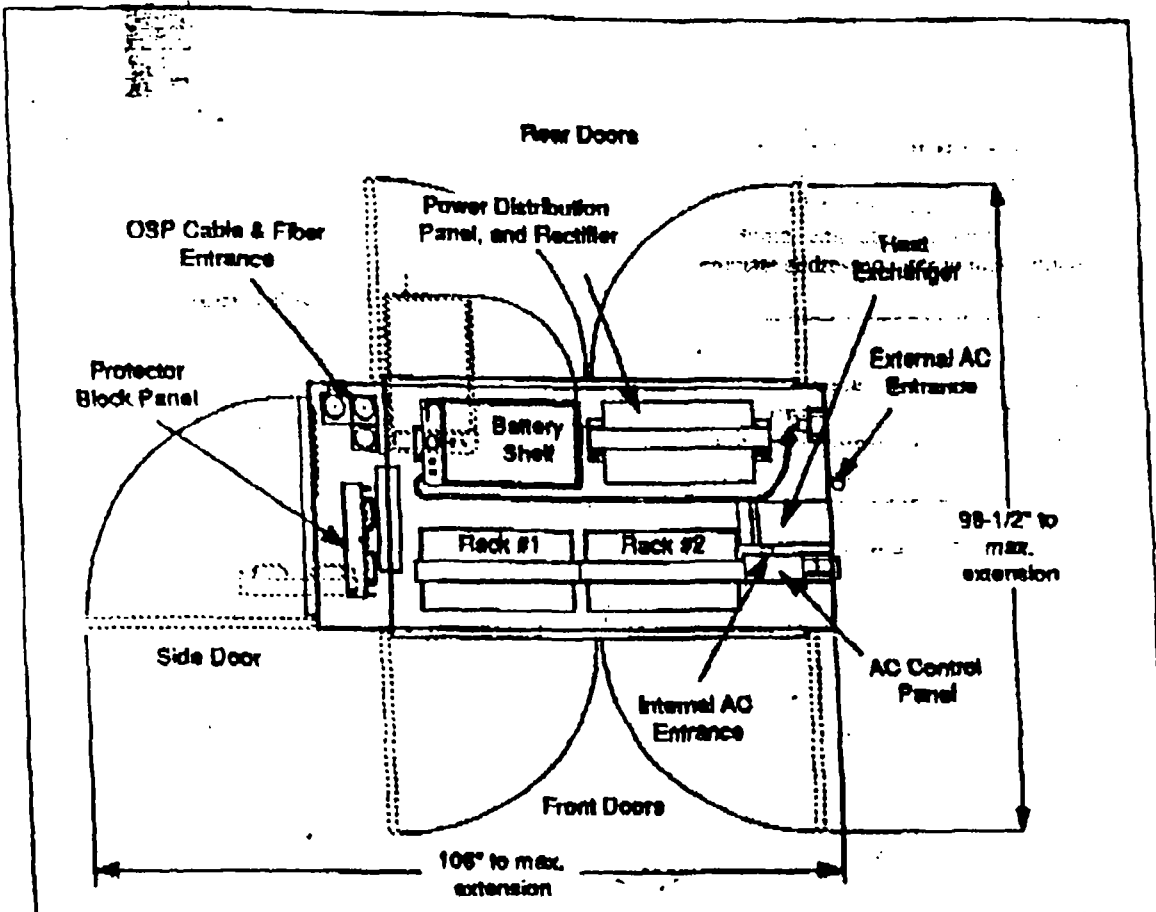


Figure 4. -- 672 Cabinet Access

1.04 The cabinet is pre-wired at the factory for power distribution, environmental alarm reporting, temperature control, and lightning protection. The cabinet is also provisioned for emergency battery back-up, RGUs (Ring Generator Units), and connections for remote testing facilities.

1.05 The 672 cabinet may be ordered with or without power backup batteries. Protector modules and optical splice panels are offered as customer options.

Note: Information concerning other vendors' equipment used with the 672, DC wiring, and protector block line/pair assignments can be found in the inside door pockets of the 672 cabinet.

1.06 The cabinet interior is accessed from three sides (see Figure 4). The cabinet doors have tamper-proof locks which can be opened with the hex key provided. Locking door braces keep the doors propped open in high wind conditions. The braces lock automatically when the doors are fully opened -- lifting up on the braces allows the doors to be closed.

1.07 The Litespan®-2000 672 Remote Cabinet contains channel bank shelves and auxiliary equipment shelves to support 672 POTS lines. See Figures 5 and 6 for equipment layout of the cabinet.

(Sub)Exhibit "B".  
(Page 4 of 5)

DSC Practice  
Litespan®-2000

OSP 392-400-200  
Issue 4, July 1992  
672 RT Cabinet

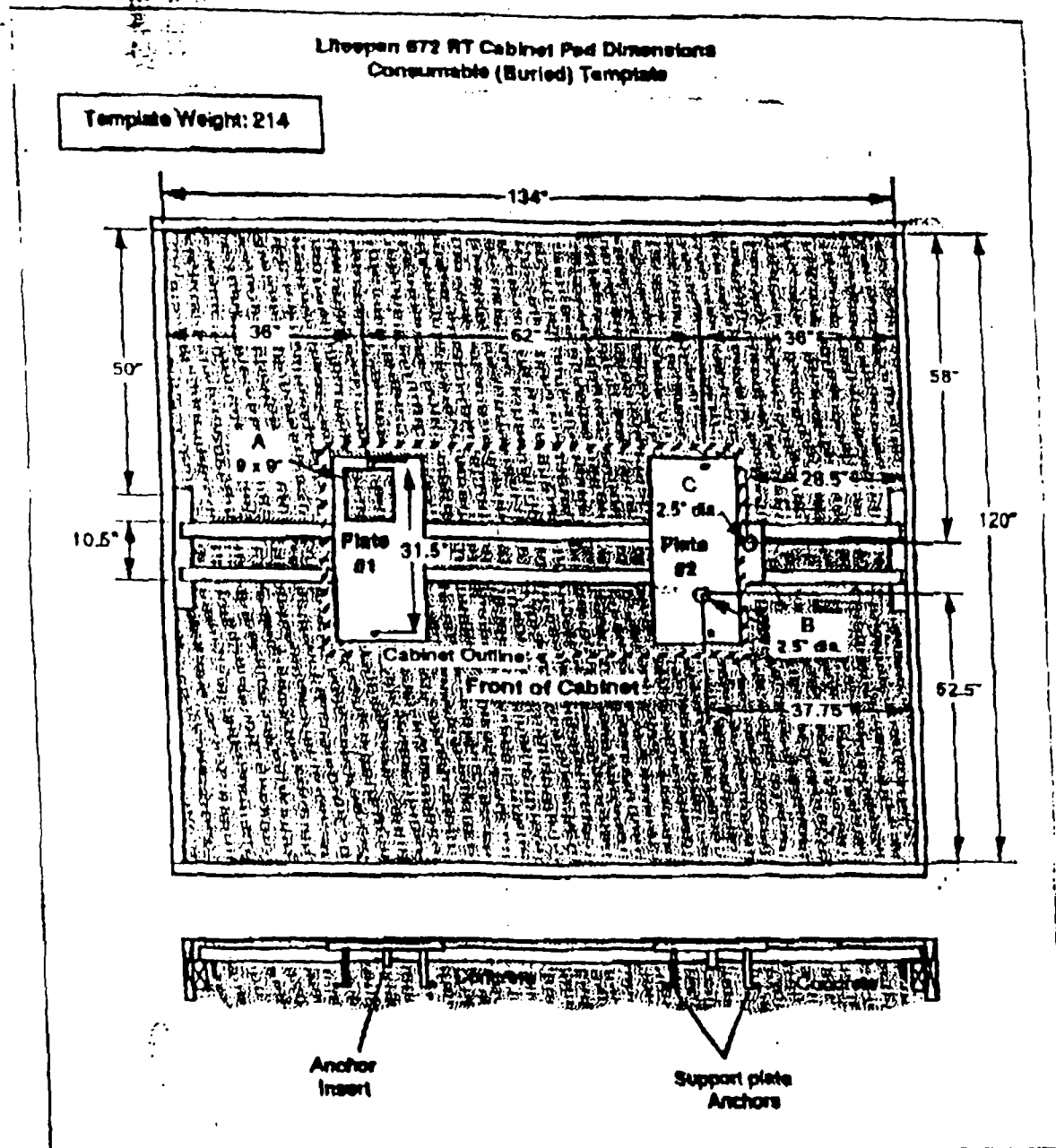


Figure 14. - Consumable Template

5.35 The concrete mix should be relatively "wet" to assure it can be thoroughly worked in under and around all portions of the template. This is particularly true under support plates #1 and #2 where the cabinet anchors are located. The finished surface of the concrete

should be even with the top surface of the support plates, NOT higher than the support plates. This is desirable to prevent the accumulation of water or soil on the plates in the future. Allow the concrete to cure approximately seven days. Remove the four 1/2" anchor bolts and washers from the two

(Sub)Exhibit "B".  
(Page 5 of 5)

DSC Practice  
Litespan®-2000

OSP 392-600-200  
Issue 4, July 1992  
672 RT Cabinet

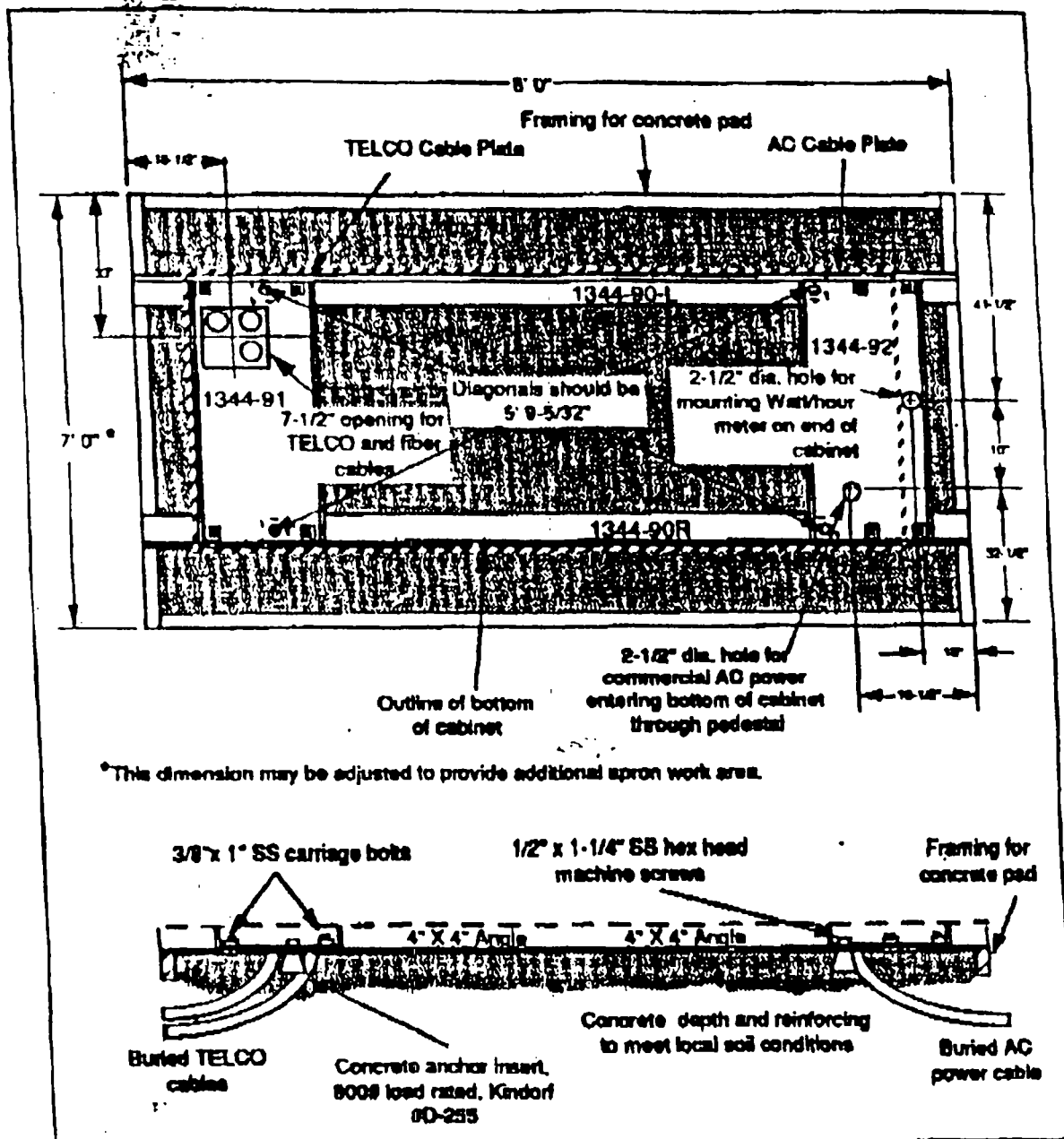


Figure 13. - Minimum Pad Dimensions and Reusable Template Placement

(Continued from page 43516)

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Edgewater Property One Subdivision located along the south side of West Edgewater Avenue lying between the west line of North Ashland Avenue, as widened, and a line 73.31 feet west thereof also, lying between the west line of the north/south 16 foot public alley west of North Ashland Avenue and a line 200.07 feet west thereof (as measured along the south line of West Edgewater Avenue), having a total frontage of 273.38 feet along the south side of West Edgewater Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Edgewater Property Company (File No. 6-40-93-1794).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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AUTHORIZATION FOR APPROVAL OF PLAT OF FEDERAL  
SQUARE UNIT TWO BETWEEN SOUTH CLARK  
STREET AND SOUTH FEDERAL STREET,  
SOUTH OF WEST ROOSEVELT  
ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of Federal Square Unit 2 located between South Clark Street and South Federal Street, 208.66 feet south of West Roosevelt Road. This ordinance was referred to the committee on November 17, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Federal Square Unit 2 located between South Clark Street and South Federal Street approximately 208.66 feet, more or less, south of West Roosevelt Road and having a frontage of 17.15 feet on South Clark Street and a frontage of 99.28 feet on South Federal Street, as shown on the attached plat, when the necessary certificates are shown on said plat for Thrush Development Company (File No. 21-1-93-1791).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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AUTHORIZATION FOR APPROVAL OF PLAT OF HOMAN SQUARE  
PHASE ONE RESUBDIVISION IN BLOCK BOUNDED BY  
WEST LEXINGTON STREET, WEST POLK STREET,  
SOUTH ST. LOUIS AVENUE AND SOUTH HOMAN  
AVENUE AND AT SOUTHEAST CORNER OF  
SOUTH HOMAN AVENUE AND WEST  
LEXINGTON STREET.

The Committee on Transportation and Public Way submitted the following report:



CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of Homan Square Phase One Resubdivision located at the southeast corner of South Homan Avenue and West Lexington Street. This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Homan Square Phase One Resubdivision in the block bounded by West Lexington Street, West Polk Street, South St. Louis Avenue and South Homan Avenue; also that part included, but not adjoining the proposed plat of Homan Square Phase One Resubdivision located at the southeast corner

of South Homan Avenue and West Lexington Street, having a frontage of 103.55 feet along the south line of West Lexington Street and 124.85 feet along the east line of South Homan Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Westside Affordable Housing Limited Partnership and Westside Village Phase One Limited Partnership (File No. 14-24-93-1796 ).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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AUTHORIZATION FOR APPROVAL OF PLAT OF RICHLAND  
GARDENS III SUBDIVISION ON NORTHWEST  
CORNER OF SOUTH PEORIA STREET  
AND WEST 27TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of Subdivision of Richland Gardens III located at the northwest corner of South Peoria Street and West 27th Street. This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Subdivision of Richland Gardens III located at the northwest corner of South Peoria Street and West 27th Street, having a frontage of 150.0 feet along the west line of South Peoria Street, a frontage of 329.13 feet along the north line of West 27th Street and a frontage of 90.27 feet along the northeasterly line of South Senour Avenue and providing for the dedication of a 15.0 foot public alley at the north end of the proposed subdivision running east/west and northeasterly/southwesterly from South Peoria Street to South Senour Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Richland Group Enterprises, Inc. (File No. 29-11-93-1795).

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

[Drawing attached to this ordinance printed on  
page 43529 of this Journal.]



AUTHORIZATION FOR APPROVAL OF PLAT OF DEDICATION  
ON PORTIONS OF EAST 14TH STREET, EAST 15TH  
PLACE AND SOUTH PRAIRIE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of dedication for East 14th Street, East 15th Place and South Prairie Avenue. This ordinance was referred to the committee on November 10, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of dedication for East 14th Street, East 15th Place and South Prairie Avenue; providing for the dedication and extension of East 14th Street from the present East 14th Street being 66.0 feet wide, running east 281.0 feet from South Indiana Avenue (as measured along the north line of the proposed East 14th Street), also the dedication of East 15th Place located 993.80 feet south of the south line of proposed East 14th Street, being 66.0 feet wide running east 416.0 feet from South Indiana Avenue (as measured along the south line of the proposed East 15th Place) and the dedication of South Prairie Avenue being 66.0 feet wide running south, southeasterly and south from the east terminus of (proposed) East 14th Street to the east terminus of (proposed) East 15th Place as shown on the attached plat, when the necessary certificates are shown on said plat for Chicago Title and Trust Company, as Trustee, Trust No. 1093252 and Trust No. 1080000 (File No. 22-1-93-1797).

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

[Drawing referred to in this ordinance omitted for printing purposes  
but on file and available for public inspection  
in the Office of the City Clerk.]

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VACATION OF PORTIONS OF FORMER SOUTH INDIANA AVENUE  
AND EAST 13TH STREET, DEDICATION OF PORTIONS OF  
SOUTH INDIANA AVENUE AND EAST ROOSEVELT ROAD,  
AND RELEASE OF EASEMENT OF PORTIONS  
OF FORMER SOUTH INDIANA AVENUE  
AND SOUTH INDIANA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance calling for a time extension of one hundred twenty (120) days for an ordinance originally passed June 23, 1993. Said ordinance vacates a portion of old Indiana Avenue along with a portion of East 13th Street adjacent thereto; and for the dedication of new Indiana Avenue between East Roosevelt Road and East 16th Street. This ordinance was referred to the committee on November 29, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council June 23, 1993 appearing on pages 34528 and 34530 through 34537 of the Council Journal of the Proceedings of said date, providing for "Vacations of Portions of Former South Indiana Avenue and East 13th Street, Dedication of Portions of New South Indiana Avenue and East Roosevelt Road, and Release of Easement of Portions of Former South Indiana Avenue and East Roosevelt Road"; and

WHEREAS, Said ordinance was not recorded within the one hundred twenty (120) day time period as provided in the ordinance; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public streets and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That part of South Indiana Avenue, as opened by Order of Possession by the Superior Court General No. 215305 and recorded March 10, 1903 as Document No. 3361381 in the Office of the Recorder of Deeds in Cook County, Illinois, lying west of the northwardly extension of the west line of the east 15 feet of Lot 10 in Block 12 in Sherman's Subdivision of Block 12 in Assessor's Division of part of the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian; and Lots 1 and 2 in Block 15 in Herrington's Addition to Chicago in Section 22 aforementioned;

Also

that part of East 13th Street as opened by ordinance passed August 2, 1865, assessment confirmed October 16, 1865 lying between the west right-of-way line of the former Illinois Central Railroad and the east line of the 18 foot public alley east of South Michigan Avenue, said part of East 13th Street being further described as:

Lots 17 and 18 and all of the 32 foot "Private Street" east of and adjoining said Lots 17 and 18 subdivision of Block 6 in Seaman and Busby's Subdivision of Block 6 in Assessor's Division of the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

that part of the north/south 18 foot public alley lying west of the west line of Lot 32 in Herrington's Addition to Chicago in Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, lying east of the east line of Lot "A" in Chas. Busby's Subdivision of Lots 1 to 5 in Sherman's Subdivision of Block 12 in Assessor's Division of part of the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian and Lots 1 and 2 in Block 15 in Herrington's Addition to Chicago in Section 22 aforesaid; lying south of a line drawn from the northwest corner of Lot 32 in Block 15 of Herrington's Addition to Chicago aforementioned to the northeast corner of Lot "A" in Chas. Busby's



Subdivision aforementioned; and lying north of the westwardly extension of the south line of Lot 32 in Herrington's Addition to Chicago aforementioned;

Also

all right, title and interest in the north/south 30 foot private street lying east of and adjoining the east line of Lots 1 to 13, both inclusive, in subdivision of the west part of Block 1 in Assessor's Division of part of the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all right, title and interest in the north/south 32 foot private street lying east of and adjoining the Lots 19 to 32, both inclusive; in Seaman and Busby's Subdivision of Block 6 in Assessor's Division of the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all right, title and interest in the north/south 32 foot private street lying east of and adjoining Lots 12 to 21, both inclusive; lying west of and adjoining Lots 22, 23 and 24; and lying north of the north line of Lot 25 as originally platted in subdivision of the east part of Block 3 in Garrett's Subdivision of land in the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public streets and part of public alley herein vacated being further described as the east 162 feet, more or less, of East 13th Street lying east of South Michigan Avenue; also that part of South Indiana Avenue lying south of the south line of East 13th Street and lying west of a line approximately 177.8 feet east of and parallel to the east line of the north/south 18 foot public alley east of South Michigan Avenue; also the north 25 feet of the first north/south 18 foot public alley west of South Indiana Avenue and north of East 14th Street as colored in red and indicated by the words "To Be Vacated" on the drawing (Exhibit "A") hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

**SECTION 2.** The City of Chicago hereby reserves for itself all existing Chicago Freight Tunnel Structures located in that part of East 13th Street and the private street to be vacated also the right for the maintenance,

renewal and reconstruction of said Tunnel Structures. It is further provided that no buildings or other structures shall be erected over or across said Tunnel Structures as herein reserved, which in the judgment of the municipal officials having control of the aforesaid Tunnel Structures, would interfere with the use, maintenance, renewal or reconstruction of said Tunnel Structures.

The City of Chicago hereby further reserves for itself an easement below elevation 34.0 feet Chicago City Datum (C.C.D.) and 13 feet on each side of the existing 6 -- 8 inch water main located in that part of East 13th Street as herein vacated, for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said easement herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities.

The Chicago Title and Trust Company, as Trustee, Trust Nos. 1080000 and 1093252 hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of East 13th Street as herein vacated.

The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company and Commonwealth Edison, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along that part of East 13th Street as herein vacated, with the right of ingress and egress.

**SECTION 3.** The Chicago Title and Trust Company, as Trustee, Trust Nos. 1080000 and 1093252 shall dedicate or cause to be dedicated to the public and open up for public use as part of East Roosevelt Road and part of South Indiana Avenue the following described property:

a strip of land, comprised of a part of the former lands of the Illinois Central Railroad, in the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, and a part of Block 13 in the Assessor's Division of said northwest fractional quarter together with a part of each of Blocks 14, 21, 22 and 29 in said Assessor's Division, also a part of each of Lots 37 to 42, inclusive, in Spring's Subdivision of said northwest fractional quarter, also comprised of all of Lot 77 in Central Station Resubdivision, being a resubdivision in said northwest fractional quarter according to the plat thereof recorded on January 26, 1993 as Document No. 93-064835 which strip of land is bounded described as follows:

beginning at a point on the east line of South Indiana Avenue (66.00 feet wide) as opened by ordinance passed April 25, 1859 and June 17, 1901, which point is 256.929 feet, as measured along said east line, north of the intersection of said east line with the north line of East 16th Street, said intersection being also the southwest corner of Lot 6 in Mortimer and Tappen's Subdivision of Lots 1 to 5, in Drexel's Subdivision of Block 30 in the Assessor's Division aforesaid, and running thence north 00 degrees, 01 minutes, 19 seconds east along said east line of South Indiana Avenue, a distance of 1,393.694 feet to an intersection with the southeastwardly extension of the easterly line of that part of South Indiana Avenue, 50.00 feet wide (as measured parallel with the south line of East 13th Street) as opened by ordinance passed June 17, 1901 and recorded in the Recorder's Office of Cook County, Illinois, on March 10, 1903, as Document No. 3361381; thence north 16 degrees, 33 minutes, 47 seconds west along said southeastwardly extension and along said easterly line, a distance of 283.774 feet to an intersection with the northward extension of a line which is 15.00 feet west and parallel with the east line of Lot 10 in Sherman's Subdivision of Block 12 in the Assessor's Division, aforesaid; thence north 00 degrees, 01 minutes, 19 seconds east along the northward extension of said parallel line, a distance of 622.912 feet to an intersection with the eastward extension of the south line of East Roosevelt Road as established by ordinance passed July 21, 1919, said south line being a line 85.00 feet south of and parallel with the north line of said northwest fractional quarter of Section 22; thence north 89 degrees, 55 minutes, 25 seconds east along said eastward extension of the south line of East Roosevelt Road, a distance of 130.00 feet, to a point which is 144.526 feet east from the west line of the former lands of said railroad (said west line being 400.00 feet east from and parallel with the west line of South Michigan Avenue, as established in Section 22); thence south 00 degrees, 01 minutes, 19 seconds west along a line parallel with the aforesaid east line and northward extension thereof South Indiana Avenue, a distance of 1,126.959 feet to an intersection with a line perpendicular to said east line of South Indiana Avenue, which perpendicular line intersects said east line at a point which is 1,422.768 feet, as measured along said east line, north of the north line of East 16th Street; thence north 89 degrees, 58 minutes, 41 seconds west along said perpendicular line, a distance of 10.00 feet to an intersection with a line which is 39.00 feet east of and parallel with said east line of South Indiana Avenue; thence south 00 degrees, 01 minutes, 19 seconds west along said parallel line (said parallel line being also the east line of Lot 77 and the northward and southward extensions thereof, in Central Station Subdivision, aforesaid) a distance of 1,165.930 feet to an intersection with the northeasterly line of the strip of land, 125.00 feet wide, being part of the lands of the Illinois Central Railroad; thence northwestwardly along said northeasterly line, said line being here an arc of a circle, convex to the

northeast, and having a radius of 623.70 feet, an arc distance of 5.002 feet to an intersection with a line which is 256.929 feet north and parallel with said north line of East 16th Street; thence north 89 degrees, 57 minutes, 41 seconds west along said parallel line, a distance of 34.00 feet to the point of beginning;

Also

a strip of land comprised of the east 15.00 feet of Lot 32 in Herrington's Addition in Chicago in Section 22, Township 39 North, Range 14, East of the Third Principal Meridian; also the east 15.00 feet of Lot 10 in Sherman's Subdivision of Block 12, Assessor's Division of part of the Northwest Fractional Quarter of Section 22, aforesaid, and Lots 1 and 2 in Block 15 in Herrington's Addition aforesaid; also a part of Block 3 in Garrett's Subdivision of land in said Northwest Fractional Quarter, which strip of land is bounded and described as follows: beginning at the southeast corner of Lot 32 aforesaid, and running thence north 00 degrees, 01 minutes, 19 seconds east along the east line of said Lot 32 and along the east line of Lot 10 in Block 12 aforesaid, a distance of 274.812 feet to the northeast corner of said Lot 10; thence south 89 degrees, 58 minutes, 42 seconds west along the north line of said Lot 10, a distance of 0.557 feet to an intersection with the westerly line of that part of South Indiana Avenue, 50.00 feet wide (as measured parallel with south line of East 13th Street) opened by ordinance passed June 17, 1901 and recorded in the Recorder's Office of Cook County, Illinois on March 10, 1903 as Document No. 3361381; thence north 16 degrees, 33 minutes, 47 seconds west along said westerly line, a distance of 50.60 feet to an intersection with the northward extension of a line which is 15.00 feet west from and parallel with the east line of said Lot 10 in Sherman's Subdivision of Block 12, in Assessor's Division aforesaid; thence south 00 degrees, 01 minutes, 19 seconds west along said northward extension and along said parallel line, a distance of 323.313 feet to an intersection with the south line of said Lot 32, in Herrington's Addition to Chicago, aforesaid, and thence north 89 degrees, 59 minutes, 46 seconds east along said south line, a distance of 15.00 feet, to the point of beginning, in Cook County, Illinois;

Also

a parcel of land comprised of a part of the north 85 feet of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which part is bounded and described as follows: beginning at

the intersection of the east line of South Michigan Avenue with a line which is 85.00 feet south of and parallel with the north line of said Northwest Fractional Quarter of Section 22 and running thence north 00 degrees, 06 minutes, 36 seconds east along the northward extension of the east line of said South Michigan Avenue, a distance of 85.00 feet to an intersection with said north line of the northwest fractional quarter; thence north 89 degrees, 55 minutes, 25 seconds, east along said north line, a distance of 454.395 feet; thence south 00 degrees, 01 minutes, 19 seconds, west along a straight line, a distance of 85.00 feet to an intersection with said line which is 85.00 feet south of and parallel with the north line of the northwest fractional quarter, which point of intersection is 144.526 feet, as measured along said parallel line east of the former lands of the Illinois Central Railroad; thence south 89 degrees, 55 minutes, 25 seconds, west along said parallel line, a distance of 454.526 feet to the point of beginning,

as colored in yellow and indicated by the words "To Be Dedicated" on Exhibit "A" aforementioned.

**SECTION 4.** The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust Nos. 1080000 and 1093252 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said area hereby vacated, the sum of Zero and no/100 Dollars (\$-0-), which sum in the judgment of this body will be equal to such benefits.

**SECTION 5.** The City Council hereby finds that it is not necessary, appropriate or in the best interest of the City of Chicago that the City retain title to that part of East 13th Street and the 32 foot private street east thereof as vacated by this ordinance. Accordingly, upon payment of compensation and costs as provided in Section 4 of this ordinance, and the recording of a certified copy of this ordinance as provided in Section 6, the Mayor or his proxy is authorized to execute and deliver, and the City Clerk is authorized to attest a quitclaim deed to the Chicago Title and Trust Company, as Trustee, Trust No. 1080000 for the following described property:

Lots 17 and 18 and the 32 foot private street east of and adjoining said lots in Subdivision of Block 6 in Seaman's Subdivision of Block 5, the west half of Block 4 and the west 148 feet of Block 6 in Assessor's Division of part of the northwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian;

such quitclaim deed to be in a recordable form subject to the approval of the Corporation Counsel.

SECTION 6. That the City's interest in the easement for widening East Roosevelt Road and South Indiana Avenue as provided for by ordinance passed July 21, 1919 and amended January 14, 1920 and February 5, 1920 and recorded April 5, 1921 as Document No. 7102995, and recorded May 26, 1924 as Document No. 8435555 in the Office of the Recorder of Deeds, in Cook County, Illinois, as colored in green and indicated by the words "To Be Released" on the drawing (Exhibit "B") hereto attached, is hereby released and terminated.

SECTION 7. The vacations and release as herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust Nos. 1080000 and 1093252 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacations and dedications herein provided for.

SECTION 8. This ordinance shall take effect and be in force from and after its passage.

[Exhibits "A" and "B" attached to this ordinance printed  
on pages 43540 through 43541 of this Journal.]

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VACATION OF PORTION OF SOUTH MULLIGAN AVENUE  
LYING SOUTH OF WEST 55TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

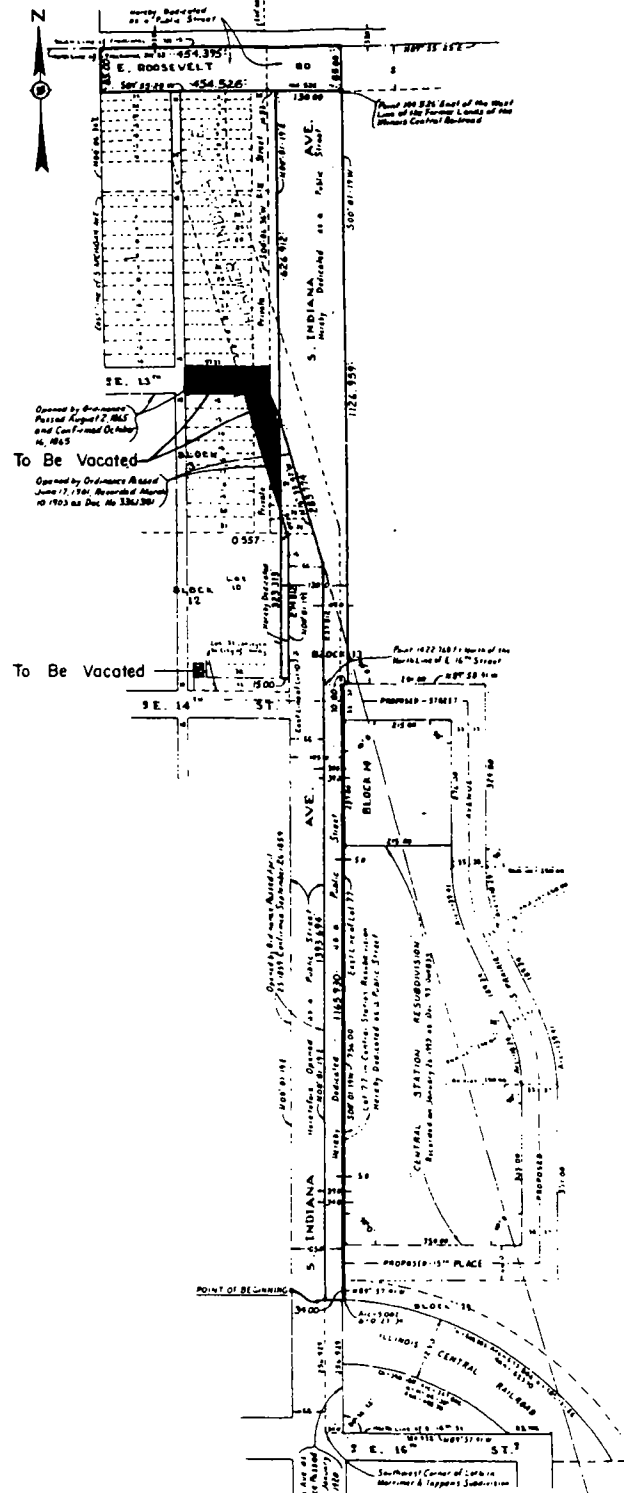
*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance vacating the north 125 feet, more or less, of South Mulligan Avenue, lying south of West 55th Street. This ordinance was referred to the committee on November 5, 1993.


(Continued on page 43542)


Exhibit "A".

PLAT of DEDICATION of PUBLIC STREETS



**EXHIBIT "A"**

 To Be Vacated

 To Be Dedicated





(Continued from page 43539)

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of South Mulligan Avenue lying east of the east line of Lot 1 in Block 1; lying west of the west line of Lot 10 in Block 2; lying south of the eastwardly extension of the south line of the north 4.2 feet of Lot 1 in Block 1 to the center line of South Mulligan Avenue; and lying south of the westwardly extension of the north line of Lot 10 in Block 2 to the center line of South Mulligan Avenue; and lying north of a line drawn from the southeast corner of Lot 1 in Block 1 to the southwest corner of Lot 10 in Block 2 all in Fred'k. H. Bartlett's 9th Addition to Bartlett Highlands, being a subdivision of the northwest of the northwest quarter of the

northwest quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian; said part of public street herein vacated being further described as the north 125 feet more or less, of South Mulligan Avenue lying south of West 55th Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves a thirty (30) foot easement (being fifteen (15) feet on each side of the center line) over that part of South Mulligan Avenue as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in that part of South Mulligan Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduits, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along all that part of South Mulligan Avenue as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Bank of Chicago shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street hereby vacated, the sum of Forty-eight Thousand Five Hundred Fifty and no/100 Dollars (\$48,550.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to South Mulligan Avenue hereby vacated, similar to the sidewalk and curb in West 55th Street and providing a barricade at the south terminus of that part of South Mulligan Avenue to be vacated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Bank of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on  
page 43545 of this Journal.]

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AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS  
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on November 5, 1993) to construct cul-de-sacs at various locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

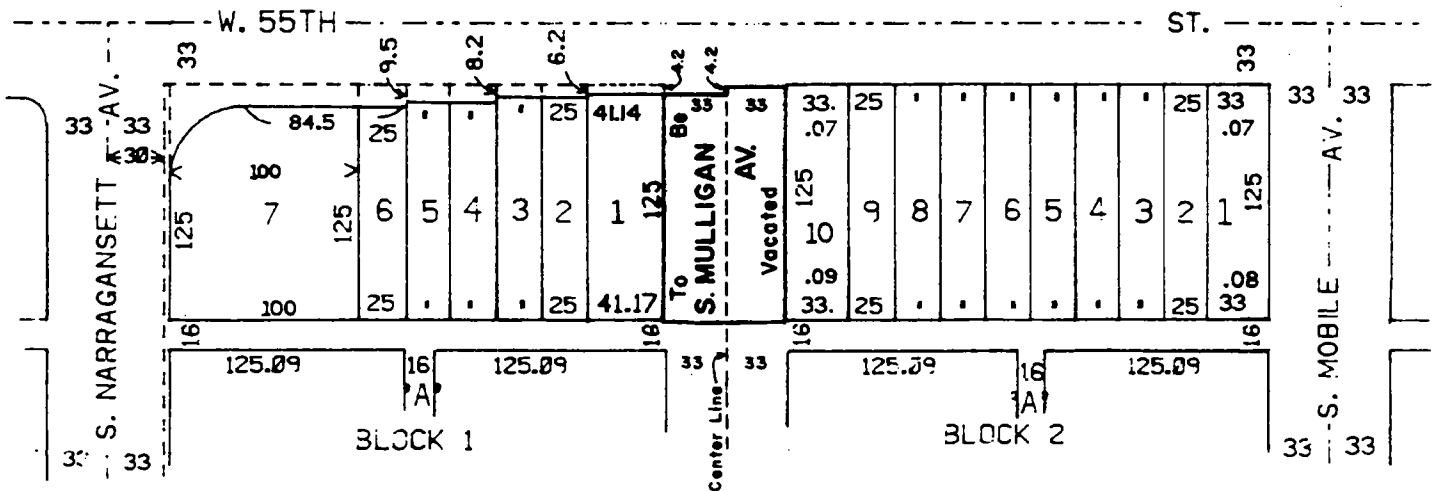
(Continued on page 43546)

Ordinance associated with this drawing printed on pages 43542 through 43544 of this Journal.

"A"

Fred'k. H. Bartlett's 9th Add. to Bartlett Highlands  
being a Sub. of the N.W. 1/4, of the N.W. 1/4, of  
the N.W. 1/4, of Sec. 17-38-13.

Dr. No. 17-23-92-1693



(Continued from page 43544)

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

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

*At Intersection Of South Malta Avenue And  
West 100th Place.*

WHEREAS, The residents of the 9900 block of South Malta Avenue have requested that a cul-de-sac be constructed at the intersection of South Malta Avenue and West 100th Place; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the north line of West 100th Place, from the east line of South Malta Avenue to the west line of South Malta Avenue.

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

*At Intersection Of South Winchester Avenue  
And West 95th Street.*

WHEREAS, The residents of the 9500 block of South Winchester Avenue, have requested that a cul-de-sac be constructed at the intersection of South Winchester Avenue and West 95th Street; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

at the north line of West 95th Street, from the east line of South Winchester Avenue to the west line of South Winchester Avenue.

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

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*At Intersection Of West 96th Street And South  
Western Avenue.*

WHEREAS, The residents of the 9500 block of South Claremont Avenue, the 9600 block of South Claremont Avenue, the 9500 block of South Oakley Avenue and the 9600 block of South Oakley Avenue have requested that a cul-de-sac be constructed at the intersection of the alley just east of the intersection of West 96th Street and South Western Avenue; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the west line of the alley just east of the intersection of West 96th Street and South Western Avenue, from the north line of West 96th Street to the south line of West 96th Street.

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

*In 2100 Block Of West 71st Place.*

WHEREAS, The residents of the 2100 block of West 71st Place have requested that a cul-de-sac be constructed at the west end of the 2100 block of West 71st Place; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the west line of Lot 25 in Block 3, from the north line of West 71st Place to the south line of West 71st Place.

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

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*In 2100 Block Of West 72nd Place.*

WHEREAS, The residents of the 2100 block of West 72nd Place have requested that a cul-de-sac be constructed at the west end of the 2100 block of West 72nd Place; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the west line of Lot 25 in Block 5, from the north line of West 72nd Place to the south line of West 72nd Place.

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

*In 2100 Block Of West 72nd Street.*

WHEREAS, The residents of the 2100 block of West 72nd Street have requested that a cul-de-sac be constructed at the west end of the 2100 block of West 72nd Street; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the west line of Lot 25 in Block 4, from the north line of West 72nd Street to the south line of West 72nd Street.

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

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CONSIDERATION FOR INSTALLATION OF CUL-DE-SACS  
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* two orders authorizing and directing the Commissioner of Transportation to give consideration to constructing cul-de-sacs at specified locations, which were referred to the committee on November 17, 1993.



These recommendations were concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

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

*In 2000 Block Of West 17th Street.*

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a cul-de-sac in the 2000 block of West 17th Street -- at the east end of the block near South Damen Avenue.

---

*In 2400 Block Of West 21st Place.*

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a cul-de-sac in the 2400 block of West 21st Place -- at the westerly end of the block -- near the viaduct.

AUTHORIZATION TO PROVIDE ASSISTANCE WITH TRAFFIC  
FLOW FOR COMMUTERS EXPERIENCING DELAYS  
RESULTING FROM CONSTRUCTION PROJECTS  
ON CITY'S SOUTHEAST SIDE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to cause immediate action to aid the flow of traffic on the southeast side of Chicago due to the damage to the 106th Street Bridge on the Calumet River, as well as the repair project to the 100th Street Bridge and the viaduct repairs on South Ewing Avenue. This order was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to cause immediate action to aid the flow of traffic on the southeast side of Chicago due to the damage to the 106th Street Bridge on the Calumet River, as well as the repair project to the 100th Street Bridge on the Calumet River, and also the unusual long delays to viaduct repairs on South Ewing Avenue.

---

AUTHORIZATION FOR INSTALLATION OF BUS SHELTER ON  
NORTHWEST CORNER OF WEST LAWRENCE AVENUE  
AND NORTH PULASKI ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on November 5, 1993) authorizing and directing the Commissioner of Transportation to cause the installation of a bus shelter on the northwest corner of West Lawrence Avenue and North Pulaski Road.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Transportation is hereby authorized and directed to cause the installation of a bus shelter on the northwest corner of West Lawrence Avenue and North Pulaski Road.

---

ESTABLISHMENT OF BUS STAND ON PORTION OF  
EAST CHESTNUT STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith (for an ordinance referred on November 17, 1993) pursuant to Section 9-64-140 of the Municipal Code of Chicago establishing a bus stand upon the public way in the area of East Chestnut Street from a point 265 feet east of the east property line of North Michigan Avenue to the west property line of Mies Van Der Rohe Way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

On motion of Alderman Huels, the said proposed substitute 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

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

SECTION 1. Pursuant to Section 9-64-140 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way area indicated:

Public Way	Area
East Chestnut Street	From a point 265 feet east of the east property line of North Michigan Avenue to the west property line of Mies Van Der Rohe Way.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus

stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 9-64-140 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred and no/100 Dollars (\$200.00) for each offense".

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

---

CONSIDERATION FOR ESTABLISHMENT OF TAXICAB STAND  
NUMBER 713 AT 175 NORTH HARBOR DRIVE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on November 17, 1993) authorizing and directing the Commissioner of Transportation to give consideration to establishing Taxicab Stand Number 713 at 175 North Harbor Drive -- 2 vehicles.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Committee on Transportation and Public Way give consideration to the establishment of Taxicab Stand Number 713 at 175 North Harbor Drive -- 2 vehicles; and

*Be It Further Ordered*, That this order shall be in full force and effect from and after its passage.

---

AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB  
STAND NUMBER 492 ON PORTION OF EAST  
CHESTNUT STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith for an ordinance (referred on November 17, 1993) amending an ordinance originally passed November 14, 1975, page 1527 of the Council Journal of Proceedings, establishing Taxicab Stand No. 492 by striking: "East Chestnut Street, along the north curb, from a point

eighty (80) feet east of the east building line of North Michigan Avenue to a point 327 feet east thereof -- 16 vehicles" and inserting: ". . . to a point 185 feet east thereof -- 10 vehicles".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

On motion of Alderman Huels, the said proposed substitute 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, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 an ordinance passed by the City Council on November 14, 1975, page 1527 of the Council Journal of Proceedings, which established a taxicab stand, is hereby amended by deleting the following:

"Stand No. 492

On East Chestnut Street, along the north curb, from a point 80 feet east of the east building line of North Michigan Avenue to a point 327 feet east thereof -- 16 vehicles".



and substituting in lieu thereof the following:

"Stand No. 492

On East Chestnut Street, along the north curb, from a point 80 feet east of the east building line of North Michigan Avenue to a point 185 feet east thereof -- 10 vehicles".

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

---

REPEAL OF ORDINANCE WHICH ESTABLISHED TAXICAB  
STAND NUMBER 494 ON PORTION OF EAST  
CHESTNUT STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 17, 1993) to repeal an ordinance originally passed November 14, 1975, page 1528 of the Council Journal of Proceedings, authorizing the installation of Taxicab Stand No. 494 by striking: "On East Chestnut Street, along the north curb, from a point 20 feet west of the west building line of North Seneca Street, to a point 92 feet west thereof, 8:00 A.M. to 1:00 A.M. -- 5 vehicles".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 an ordinance passed by the City Council on November 14, 1975, page 1528 of the Council Journal of Proceedings, authorizing the installation of Taxicab Stand No. 494, is hereby repealed by striking therefrom, the following:

"Stand No. 494

On East Chestnut Street, along the north curb, from a point 20 feet west of the west building line of North Seneca Street, to a point 92 feet west thereof -- 8:00 A.M. to 1:00 A.M. -- 5 vehicles".

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

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AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY FOR PARKING FACILITIES  
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on November 5 and 17, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

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

*Clifton Partners.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of the City of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Clifton Partners of 611 West Briar Place, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3126, 3130 and 3136 North Clifton Avenue.

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

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*Colonial Bank.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of the City of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the Colonial Bank, 5850 West Belmont Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 5812 and 5850 West Belmont Avenue.

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

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*Ezzard Charles Day Care Center.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of the City of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Ezzard Charles Day Care Center, 7949 South Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility adjacent thereto.

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

*Jolly Inn.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the Jolly Inn of 6501 -- 6509 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 6511 -- 6513 West Irving Park Road and also the first east/west alley south of 6501 -- 6509 West Irving Park Road.

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

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*Mr. Jeff Tessler.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of the City of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Mr. Jeff Tessler of 801 West Cornelia Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking at 3635 North Halsted Street.

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

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*Mr. Gus Tirovolas.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Gus Tirovolas of 2901 West Armitage Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2901 West Armitage Avenue.

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

*Mr. Leon Toia.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Leon Toia, 1936 West Augusta Boulevard, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities adjacent to Leona's Restaurant, 7445 -- 7447 West Irving Park Road.

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

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*Voice Of The People In Uptown, Inc.*

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Voice of the People in Uptown, Inc. of 4753 North Broadway, Suite 1010, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1055 -- 1067 West Winona Street (also known as 5061 North Winthrop Avenue).

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

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**AUTHORIZATION TO HONORARILY DESIGNATE PORTION  
OF WEST GOETHE STREET AS "BEEKMAN PLACE".**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the south side of West Goethe Street, from North Clark Street to North Dearborn Street as "Beekman Place". This ordinance was referred to the committee on November 17, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December 1984, printed on page 11460 of the Council Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the south side of

West Goethe Street, from North Clark Street to North Dearborn Street as "Beekman Place".

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

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AUTHORIZATION TO HONORARILY DESIGNATE  
PORTION OF SOUTH WABASH AVENUE AS  
"REVEREND CLARENCE H. COBBS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Wabash Avenue, from East 41st Street to East 44th Street as "Reverend Clarence H. Cobbs Drive". This ordinance was referred to the committee on November 10, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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



*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Wabash Avenue, from East 41st Street to East 44th Street as "Reverend Clarence H. Cobbs Drive".

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

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AUTHORIZATION TO HONORARILY DESIGNATE  
PORTION OF SOUTH RACINE AVENUE AS  
"HOLY CROSS LUTHERAN CHURCH  
DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Racine Avenue, from West 31st Street to West

31st Place as "Holy Cross Lutheran Church Drive". This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action to honorarily designate South Racine Avenue, from West 31st Street to West 31st Place as "Holy Cross Lutheran Church Drive".

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

AUTHORIZATION TO HONORARILY DESIGNATE PORTION  
OF SOUTH FRANCISCO AVENUE AS "REVEREND  
W. M. HUDSON DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Francisco Avenue, between West Roosevelt Road and the Eisenhower Expressway as "Reverend W. M. Hudson Drive". This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the portion of South Francisco Avenue lying between West Roosevelt Road and the Eisenhower Expressway be and the same is hereby changed to "Reverend W. M. Hudson Drive".

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

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AUTHORIZATION TO HONORARILY DESIGNATE PORTION  
OF EAST 78TH STREET AS "FATHER MICHAEL J.  
NALLEN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate East 78th Street, between South Vernon Avenue and South Eberhart Avenue as "Father Michael J. Nallen Drive". This ordinance was referred to the committee on November 5, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*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 an ordinance heretofore passed by the City Council which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of East 78th Street, between South Vernon Avenue and South Eberhart Avenue as "Father Michael J. Nallen Drive".

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

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AUTHORIZATION TO HONORARILY DESIGNATE PORTION  
OF SOUTH EGGLESTON AVENUE AS  
"MICHAEL A. ROUSE DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Eggleston Avenue, between West 94th Street

and West 95th Street as "Michael A. Rouse Drive". This ordinance was referred to the committee on November 10, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Eggleston Avenue, between West 94th Street and West 95th Street as "Michael A. Rouse Drive".

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

AUTHORIZATION TO HONORARILY DESIGNATE PORTION  
OF WEST GOETHE STREET AS "SUTTON PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1993.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the north side of West Goethe Street, from North Clark Street to North Dearborn Street as "Sutton Place". This ordinance was referred to the committee on November 17, 1993.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the north side of West Goethe Street, from North Clark to North Dearborn Street as "Sutton Place".

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

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**AGREED CALENDAR.**

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Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor and Aldermen Preckwinkle, Murphy, Bialczak and Natarus. 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

Sponsored by the elected city officers named below, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):



*Presented By*

**THE HONORABLE RICHARD M. DALEY, MAYOR:**

**DECEMBER 1, 1993 DECLARED "WORLD AIDS DAY  
IN CHICAGO".**

WHEREAS, The global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and preventive action to stop the transmission of HIV and the spread of AIDS; and

WHEREAS, The World Health Organization has designated December 1 of each year as World AIDS Day, a day to expand and strengthen the worldwide effort to stop AIDS; and

WHEREAS, The World Health Organization now estimates that 14 million people are currently infected with HIV and that over 2.5 million of them have gone on to develop AIDS; and

WHEREAS, The American Association for World Health is encouraging a better understanding of the challenge of HIV and AIDS nationally as it recognizes that the number of people diagnosed with HIV and AIDS in the United States continues to increase, with an estimated 1.5 million Americans currently HIV-positive and over 315,000 AIDS cases reported since the start of the epidemic; and

WHEREAS, More than 7,600 Chicagoans have developed AIDS, with many thousands more living with the HIV infection; and

WHEREAS, World AIDS Day provides an opportunity to focus on HIV infection and AIDS, caring for people with the HIV infection and AIDS, and learning about AIDS; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of December, 1993, do hereby proclaim December 1, 1993, to be "World AIDS Day in Chicago", and ask that every citizen reflect on the tragedy of our global AIDS epidemic, take action now to learn more about HIV and AIDS, and join local and global efforts to prevent HIV transmission and the further spread of AIDS.

*Presented By*

**ALDERMAN PRECKWINKLE (4th Ward):**

**CONGRATULATIONS EXTENDED TO SKYLINE CHAPTER OF TOP  
LADIES OF DISTINCTION FOR THEIR CONTINUING  
EFFORTS TO IMPROVE LIVES OF CHICAGO'S  
SENIOR CITIZENS.**

WHEREAS, The Top Ladies of Distinction was first organized in 1964 after a luncheon given by Mrs. Lyndon Baines Johnson, consisting of outstanding women throughout the world who were pivotal in their community affairs; and

WHEREAS, The original purpose of T.L.O.D. was to assemble women of expertise to guide and assist our youth, and since its inception it has adopted three additional thrusts: enhancing the status of women, enriching the lives of senior citizens, and community beautification; and

WHEREAS, The Top Ladies of Distinction serve the aged through the Senior Citizens Home Adoption Program, Grandparents Day, and support of state and federal senior services; and

WHEREAS, The Skyline Chapter (Chicago) of the Top Ladies of Distinction will adopt thirty-six (36) senior men and women in the Sutherland Hotel's Senior Adoption Ceremony on December 18, 1993, at 2:00 P.M., in the Sutherland Ballroom; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this first day of December, 1993, A.D., do hereby express our gratitude and congratulations to the Skyline Chapter of the Top Ladies of Distinction for their continuing contributions in enriching the lives of Chicago senior citizens; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Skyline Chapter of the Top Ladies of Distinction.

*Presented By*

**ALDERMAN STEELE (6th Ward):**

**CONGRATULATIONS EXTENDED TO MR. AND MRS.  
JOHNNY BYRD ON THEIR SIXTIETH  
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. John Byrd, outstanding residents of Chicago's great south side, are celebrating sixty years of wedded bliss December 4, 1993; and

WHEREAS, Mary and Johnny Byrd are lifelong residents of this great City and have spent their entire married life at the same home in Chicago's great 6th Ward, and have always been respected and responsive members of their grateful community; and

WHEREAS, Mary and Johnny Byrd are true representatives of the solidity and strength of married life, and on this great occasion their many friends and relatives are gathering to celebrate at "Condessa Del Mar Ballroom"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this first day of December, 1993, A.D., do hereby extend our heartiest congratulations to Mr. and Mrs. Johnny Byrd on the occasion of their sixtieth wedding anniversary, and extend to these fine citizens and their family our most sincere wishes for continuing health, happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Johnny Byrd.

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**CONGRATULATIONS EXTENDED TO MR. EARL CALLOWAY  
FOR HIS CONTRIBUTIONS TO FINE ARTS IN CITY  
OF CHICAGO AND STATE OF ILLINOIS.**

WHEREAS, Earl Calloway, is a man of humble beginnings and a great African-American writer and opera singer; and

WHEREAS, Earl Calloway has labored in the arts in the City of Chicago and the State of Illinois; and

WHEREAS, He has bestowed upon us the fruits of his labor and inundated us with the spirit of understanding and love; and

WHEREAS, Earl Calloway has for the last thirty years, toiled in the African-American community to give exposure and presentation to artists of color and a venue for fresh talent; and

WHEREAS, Earl Calloway, fine arts editor of the *Chicago Defender* newspaper, has dedicated his entire adult life to the service of humanity; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby congratulate Earl Calloway for that which he has done and is doing in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Earl Calloway.

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*Presented By*

**ALDERMAN DIXON (8th Ward):**

**NOVEMBER 17 AND 18, 1993 DECLARED "ILLINOIS  
ASSOCIATION OF EMERGING ASSET MANAGERS  
AND BROKER DEALERS DAY IN CHICAGO".**

WHEREAS, The Illinois Association of Emerging Asset Managers and Broker Dealers held its regional congress in Chicago November 17 and 18, 1993; and

WHEREAS, It is the goal of the Illinois Association of Emerging Asset Managers and Broker Dealers to increase the participation, in the State of Illinois, of Illinois-based minority- and women-owned firms in the delivery of investment management and securities brokerage services; and

WHEREAS, To that end, the Association has adopted the following objectives:

To increase the awareness among Illinois' public and private institutions that have investment needs of qualified emerging minority- and women-owned asset managers and broker dealer organizations;

To achieve equal opportunities for emerging minority and women asset managers and broker dealer organizations which are headquartered in Illinois;

To promote the growth and development of emerging minority- and women-owned asset managers and broker dealers headquartered in Illinois through significant participation in providing service to the public and private sectors in the State of Illinois;

To promote and support the highest professional and ethical standards within the investment and securities broker dealers industries; and

To monitor issues and policies affecting emerging minority and women asset managers and broker dealers that are headquartered in the State of Illinois; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby declare that November 17 and 18, 1993, be known as "Illinois Association of Emerging Asset Managers and Broker Dealers Day in Chicago" and call public attention to the events planned for those dates; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Illinois Association of Emerging Asset Managers and Broker Dealers.

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*Presented By*

**ALDERMAN BUCHANAN (10th Ward):**

**MR. BERNARD A. HANLEY HONORED FOR HIS  
CONTRIBUTIONS AND COMMUNITY  
INVOLVEMENT.**

WHEREAS, The success of community organizations and community activities is usually centered on a few people who do most of the work, do the planning and make the effort; and

WHEREAS, One such individual of our community has been Bernard A. Hanley, Public Affairs Manager of WMX Technologies, Inc., whose long service to the programs and the progress of our neighborhoods is legendary; and

WHEREAS, Among his many accomplishments in our area include, service to the Calumet Area Industrial Commission, the Hegewisch Chamber of Commerce, the South Chicago Young Men's Christian Association, as well as his history of running 5Ks and other events for charity; and

WHEREAS, One major program under Mr. Hanley's direction still waiting to be implemented is the scholarship program, where many deserving residents of our area would benefit with the assistance of needed dollars for school expense; and

WHEREAS, From a personal point of view, I can testify to his ability to help organize and promote community activities, raise funds and keep important community services flowing for all age groups, from seniors to the very young; and

WHEREAS, On January 23, 1988, he hypnotized Ildiko -- and she became Mrs. Bernard Hanley, and since that date Bernie has been a devoted husband and father, a valued member of his church, community, and a respected and esteemed member of the corporation for whom he has worked for several years; now, therefore

*Be It Resolved*, That The Honorable Richard M. Daley, Mayor, and the members of the City Council, join with the many friends of Bernard A. Hanley and pay him a well-deserved tribute, and that a copy of this resolution be prepared and read at a public gathering in Mr. Hanley's honor at Steve's Restaurant on Tuesday, November 23, 1993.

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*Presented By*

**ALDERMAN HUELS (11th Ward):**

***TRIBUTE TO LATE MR. JOHN W. FASHING.***

WHEREAS, John W. Fashing passed away on Wednesday, November 24, 1993 at the age of seventy-six; and

WHEREAS, John W. Fashing, beloved husband of the late Marie L. Fashing; and

WHEREAS, John W. Fashing, devoted father of Jack (Norine), Thomas (Margaret), and Timothy (Peggy) Fashing; and

WHEREAS, John W. Fashing, loving grandfather of Jacqueline, Jennifer, John, Tim and Colleen; and

WHEREAS, John W. Fashing, dear brother of Clare Johns, Theresa Hosang, and the late Mary Drake, Bob Fashing and Caroline Kennedy; and

WHEREAS, John W. Fashing, fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, John W. Fashing will be greatly missed by his many family members, friends and associates; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December in 1993, do hereby extend to the family of the late John W. Fashing our deepest condolences and most heartfelt sympathies; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to the family of John W. Fashing.

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*TRIBUTE TO LATE MRS. BRIDGET EILEEN  
MC MAHON MOONEY.*

WHEREAS, Bridget Eileen McMahan Mooney passed away on Thursday, November 11, 1993 at the age of seventy-seven; and

WHEREAS, Bridget Eileen McMahan Mooney, dearly beloved wife of the late Lawrence "Bud" Mooney; and

WHEREAS, Bridget Eileen McMahan Mooney, loving sister of Mary (the late Patrick) Farrell, Kathleen (the late John "Krow") Kroulaidis, the late Rita (the late Patrick) McGuinness and the late John (Sabina) McMahan; and

WHEREAS, Bridget Eileen McMahan Mooney, fond aunt and great-aunt of many nieces and nephews; and

WHEREAS, Bridget Eileen McMahan Mooney, member of Nativity of Our Lord Senior Citizens and Women of the Moose Lodge No. 44; and

WHEREAS, Bridget Eileen McMahan Mooney, retired manager for Dressel's Bakery and thirty year employee of the City of Chicago's Department of Health; and

WHEREAS, Bridget Eileen McMahon Mooney, a cherished friend to many and a good neighbor to all, she will be greatly missed; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December in 1993, do hereby extend to the family of the late Bridget Mooney our deepest condolences and most heartfelt sympathies; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to the family of Bridget Mooney.

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*TRIBUTE TO LATE CHICAGO FIRE FIGHTER  
TERENCE E. MURPHY.*

WHEREAS, Terence E. Murphy, C.F.D., passed away on Thursday, November 11, 1993 at the age of fifty-one; and

WHEREAS, Terence E. Murphy, C.F.D., beloved husband of Patricia R. Murphy, C.F.D.; and

WHEREAS, Terence E. Murphy, C.F.D., devoted father of Terence (Lisa), Brian, Megan and Brendan Murphy; and

WHEREAS, Terence E. Murphy, C.F.D., special stepfather of Heather Bridget and James Byron; and

WHEREAS, Terence E. Murphy, C.F.D., loving son of Michael A. Murphy, retired B.C., C.F.D., and the late Margaret Murphy; and

WHEREAS, Terence E. Murphy, C.F.D., fond brother of Michael, D.D.C., C.F.D. (Maureen), Margaret (George) Sadek and Mary (James) Lynch; and

WHEREAS, Terence E. Murphy, C.F.D., devoted uncle and great-uncle to many nieces and nephews; and

WHEREAS, Terence E. Murphy, De LaSalle Institute graduate, member of the De LaSalle Alumni Association and recipient of the Alumni Honor Key; and

WHEREAS, Terence E. Murphy, proud member of the Gaelic Fire Brigade and Local No. 2; and



WHEREAS, A dear friend to many and a good neighbor to all, Terence E. Murphy will be greatly missed by all who knew him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December in 1993, do hereby extend to the wife and family of Terence E. Murphy our deepest condolences and most heartfelt sympathies; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to the family of Terence E. Murphy.

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*TRIBUTE TO LATE MRS. MARGARET T. ROCHFORD.*

WHEREAS, Margaret T. Rochford (nee Hanrahan) passed away on Tuesday, November 9, 1993 at the age of seventy-three; and

WHEREAS, Margaret T. Rochford, beloved wife of the late Francis M.; and

WHEREAS, Margaret T. Rochford, loving mother of Margaret (Frank) Nosil, Thomas (Sandra) and Debra; and

WHEREAS, Margaret T. Rochford, dear grandmother of Michael, Steven, Maureen, Keith and Erin; and

WHEREAS, Margaret T. Rochford, great-grandmother of Chelsea; and

WHEREAS, Margaret T. Rochford, member of the Saint David Altar and Rosary Society and the 11th Ward Democratic Organization; and

WHEREAS, Margaret T. Rochford, a cherished friend to many and a good neighbor to all, she will be greatly missed; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December in 1993, do hereby extend to the family of Margaret T. Rochford our deepest condolences and most heartfelt sympathies; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to the family of Margaret T. Rochford.

**CONGRATULATIONS EXTENDED TO MS.  
MARY ANN MAHON-HUELS ON HER  
APPOINTMENT AS ASSISTANT VICE  
PRESIDENT OF OPERATIONS BY  
BOYS AND GIRLS CLUBS  
OF CHICAGO.**

WHEREAS, Mary Ann Mahon-Huels recently marked her fifteenth year with the Valentine Boys and Girls Club; and

WHEREAS, Throughout that period, Mary Ann Mahon-Huels served the Valentine Boys and Girls Club as club director for seven years and as senior club director for three years; and

WHEREAS, Mary Ann Mahon-Huels performed admirably in her management of the Valentine Boys and Girls Club, expanding and developing many of the youth services and recreational programs for which it is well known; and

WHEREAS, Mary Ann Mahon-Huels has contributed to the betterment and growth of countless children and teens from the Bridgeport and Canaryville communities of the 11th Ward; and

WHEREAS, In recognition of her superb management and leadership skills and abilities, Mary Ann Mahon-Huels was asked by the Boys and Girls Clubs of Chicago to serve as their assistant vice president of operations; and

WHEREAS, Mary Ann Mahon-Huels is eminently suited for this position, holding a Master's Degree in Public Administration from Roosevelt University and a Bachelor's Degree in Education from the University of Illinois; and

WHEREAS, Mary Ann and her husband, Michael, are the proud parents of twenty-two month old Marie; and

WHEREAS, Mary Ann Mahon-Huels will be greatly missed by the Valentine Club's staff, Board of Managers and members for her tremendous spirit and enthusiasm, and her numerous contributions to the Club; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December in 1993, do hereby extend to Mary Ann Mahon-Huels our sincerest congratulations upon her appointment as vice president of operations of the Boys and Girls Clubs of Chicago, and our gratitude for all her efforts on behalf of the Valentine Boys and Girls Club; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to Mary Ann Mahon-Huels.

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**CONGRATULATIONS EXTENDED TO BROTHER MICHAEL QUIRK,  
F. S. C., ON RECEIVING ILLINOIS INSTITUTE OF  
TECHNOLOGY'S COMMUNITY RECOGNITION  
AWARD FOR EDUCATION.**

WHEREAS, Brother Michael Quirk, F.S.C., has been the president and chief executive officer of De LaSalle Institute since 1988; and

WHEREAS, Brother Michael Quirk's extraordinary leadership and dedication in fulfilling De LaSalle's urban mission recently earned for him the Illinois Institute of Technology's Community Recognition Award for Education; and

WHEREAS, Brother Michael Quirk was honored by the Illinois Institute of Technology at its Second Annual Community Recognition Awards Dinner, which was held on Wednesday, November 10, 1993 at I.I.T.'s Hermann Hall; and

WHEREAS, Under the direction of Brother Michael Quirk, De LaSalle will continue to uphold its century old tradition of providing a quality education to the young men of the Chicago area; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December in 1993, do hereby extend to Brother Michael Quirk, F.S.C., our heartiest congratulations upon receiving the Illinois Institute of Technology's Community Recognition Award for Education, and our very best wishes for continued success in his endeavors on behalf of the young men of De LaSalle Institute; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to Brother Michael Quirk, F.S.C..

**CONGRATULATIONS EXTENDED TO MR. JERRY RHEINSDORF  
AND CHICAGO WHITE SOX BASEBALL TEAM FOR  
ACHIEVEMENTS DURING 1993 BASEBALL  
SEASON.**

WHEREAS, The 1993 Chicago White Sox, under the outstanding leadership and foresight of their great owner, Jerry Rheinsdorf, captured the American League's Western Division title; and

WHEREAS, The 1993 Chicago White Sox also captured numerous post season honors, which highlight the superb abilities and achievements of the ball club's most outstanding members; and

WHEREAS, White Sox manager Gene Lamont was named American League Manager of the Year by the Baseball Writers Association of America, after leading the White Sox to their first division title in ten years with a 180-144 (.556) record, the best winning percentage by a Sox manager in his first two full seasons since 1957 -- 1958; and

WHEREAS, White Sox first baseman Frank Thomas was unanimously voted the American League's Most Valuable Player by the Baseball Writers Association of America, making baseball history by becoming only the fifth player to hit .300, with 20 or more home runs, 100 RBI's, 100 walks, and 100 runs scored in three consecutive seasons, thereupon joining baseball legends Ruth, Gehrig, Foxx and Williams; and

WHEREAS, White Sox pitcher Jack McDowell was voted the American League Cy Young Award Winner by the Baseball Writers Association of America, as the winningest pitcher in the major leagues in the 1990's, with 22 victories and 4 shutouts in 1993; and

WHEREAS, White Sox third baseman Robin Ventura was selected once again as the American League's third baseman on the Rawlings Gold Glove Award team for the third consecutive season; and

WHEREAS, With the solid achievements of Lamont, Thomas, McDowell and Ventura upon which to build, the 1994 White Sox are sure to surpass the accomplishments of the 1993 season; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this first day of December in 1993, do hereby extend to Chicago White Sox owner Jerry Rheinsdorf and the entire White Sox ball club our heartiest congratulations upon all the achievements of the 1993 season, and wish them the best of good luck and prosperity in 1994; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to Jerry Rheinsdorf, Gene Lamont, Frank Thomas, Jack McDowell and Robin Ventura.

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*Presented By*

**ALDERMAN BURKE (14th Ward):**

**TRIBUTE TO LATE MR. V. DALE COZAD.**

WHEREAS, Almighty God in his infinite wisdom has called V. Dale Cozad to his eternal reward at the age of fifty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Cozad honorably and courageously served in the United States Army as a paratrooper; and

WHEREAS, Mr. Cozad was the founder and president of Cozad Asset Management Inc.; and

WHEREAS, Mr. Cozad served his community as a member of the First National Bank board of directors, past chairman of the Carle Foundation board of directors, member of the University of Illinois College of Commerce Business Advisory Council, director of Kemmerer Village, past president of the Illinois Rebounders, past president of the Southern Illinois University Foundation and member of the First Presbyterian Church of Champaign; and

WHEREAS, Mr. Cozad's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Cozad was a devoted husband to his wife, Muriel Janice, and a loving father to his children, Gregory and Cindy Norris, to whom he passed many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Cozad to family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Cozad will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate V. Dale Cozad for his fruitful life and his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of V. Dale Cozad.

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TRIBUTE TO LATE MRS. IRENE M. DERNBACH.

WHEREAS, Almighty God in his infinite wisdom has called Irene M. Dernbach to her eternal reward at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Throughout her long and distinguished career as a teacher, Mrs. Dernbach's tremendous dedication earned her the respect and admiration of her colleagues; and

WHEREAS, Mrs. Dernbach taught kindergarten and primary grades in the Chicago Public Schools until 1954; and

WHEREAS, Mrs. Dernbach, a resident of the Gladstone Park neighborhood on the northwest side, was the first woman to teach in the Cook County Jail; and

WHEREAS, Mrs. Dernbach was a devoted and loving mother to her children, the late Mary, Judge Dennis Dernbach and Margaret Kuzminski, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Dernbach to her family members, friends, and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Dernbach will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Irene M. Dernbach for her fruitful life and her years of dedicated service, and do hereby extend our most sincere condolences to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Irene M. Dernbach.

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*TRIBUTE TO LATE MS. MARY IRENE DERNBACH.*

WHEREAS, Almighty God in his infinite wisdom has called Mary Irene Dernbach to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Ms. Dernbach, known in religious life as Sister Clement, had taught in several Chicago-area Catholic high schools during the eighteen years she was a member of the Sisters of Mercy; and

WHEREAS, Ms. Dernbach devoted herself to child development and working with disabled children; and

WHEREAS, Ms. Dernbach served as Education Director of the Developmental Clinic of Prentice Women's Hospital; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Ms. Dernbach to her family members, friends, and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Ms. Dernbach will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Mary Irene Dernbach for her fruitful life and her years of dedicated service, and do hereby extend our most sincere condolences to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mary Irene Dernbach.

*TRIBUTE TO LATE MR. DONALD E. GOLL.*

WHEREAS, Almighty God in his infinite wisdom has called Donald E. Goll to his eternal reward at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Goll honorably and courageously served in the United States Navy during World War II; and

WHEREAS, Mr. Goll founded the MGS Roller Corporation in Chicago and co-founded the Mar-Don Corporation with his wife, Marilyn; and

WHEREAS, Mr. Goll served as an alderman of Park Ridge for eight years during the 1950s and served on the High School District 207 Board of Education; and

WHEREAS, Mr. Goll's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Goll was a devoted husband to his wife, Marilyn, and a loving father to his children, Kevin, Karen Snyder and Kathleen Goll-Wilson, to whom he passed many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Goll to family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Goll will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Donald E. Goll for his fruitful life and his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Donald E. Goll.



*TRIBUTE TO LATE MR. STEPHEN J. HETMAN.*

WHEREAS, Almighty God in his infinite wisdom has called Stephen J. Hetman to his eternal reward at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career with the Chicago Department of Streets and Sanitation, Mr. Hetman's knowledge and expertise earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Hetman was a supervisor at the Department of Streets and Sanitation, where he oversaw traffic checks in response to requests for stop signs or lights; and

WHEREAS, A longtime resident of the west side, Mr. Hetman served his community as a precinct captain for the 25th Ward Regular Democratic Organization; and

WHEREAS, Mr. Hetman was a longtime member of Saint Anne's Holy Name Society; and

WHEREAS, Mr. Hetman's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Hetman was a devoted and loving father to his children, Steve, Bob, Shirley Nelson, Marilyn Nesper and Theresa Terry, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Hetman to family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Hetman will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Stephen J. Hetman for his fruitful life and his years of dedicated service to the City of Chicago, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Stephen J. Hetman.

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*TRIBUTE TO LATE MR. LEROY HOSKINS.*

WHEREAS, Almighty God in his infinite wisdom has called Leroy Hoskins to his eternal reward at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Hoskins honorably and courageously served in the United States Army as a company clerk during the Korean War; and

WHEREAS, Throughout his long and distinguished career as a court reporter, Mr. Hoskins distinguished himself by his intelligence, hard work and dedication, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Hoskins worked as a court reporter for Roscoe, Giles & Associates, U.S. District Judge James Parsons and the Sullivan Reporting Company; and

WHEREAS, In 1966, Mr. Hoskins was elected administrator of official court reporters of the Circuit Court of Cook County, making him the first African-American to hold that position; and

WHEREAS, Mr. Hoskins' hard work, sacrifice and dedication earned him numerous awards from the Illinois Judicial Council, the Cook County Bar Association and the Literacy Council of Chicago; and

WHEREAS, Mrs. Hoskins was a devoted and loving father to his children, Arnold, Darryl and Kenisha, to whom he passed many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Hoskins to family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Hoskins will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Leroy Hoskins for his fruitful life and his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Leroy Hoskins.

---

*TRIBUTE TO LATE DR. WILLIAM ROBERT JARRETT.*

WHEREAS, Almighty God in his infinite wisdom has called Dr. William Robert Jarrett to his eternal reward at the age of forty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Dr. Jarrett distinguished himself by his intelligence, hard work and dedication, earning him the respect and admiration of his colleagues; and

WHEREAS, Dr. Jarrett served his residency at Pontiac General Hospital in Michigan and later served as the hospital's chief of staff; and

WHEREAS, Dr. Jarrett was on the staff at Mt. Sinai Hospital and at Jackson Park Hospital, where he was recently appointed director of obstetrics and gynecology; and

WHEREAS, Dr. Jarrett dedicated tremendous time and effort to the community by involving himself in a recent project to bring health education and disease prevention to the Black community through the Daniel Hale Williams Memorial Medical Society; and

WHEREAS, Dr. Jarrett was a devoted husband to his wife, Dr. Sherry Luck Jarrett, and loving father to his children, Vernon C. Jarrett and Laura Allison Jarrett, and his step-daughter, Khadija Holman, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Jarrett to family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Dr. Jarrett will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Dr. William Robert Jarrett for his fruitful life and his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Dr. William Robert Jarrett.

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*TRIBUTE TO LATE CHICAGO POLICE DETECTIVE  
JAMES A. KEHOE.*

WHEREAS, Almighty God in his infinite wisdom has called retired Chicago Police Detective James A. Kehoe to his eternal reward at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Detective Kehoe honorably and courageously served in the United States Army; and

WHEREAS, Throughout his long and distinguished career, Detective Kehoe upheld the finest traditions of law enforcement, earning him the respect and admiration of his colleagues; and

WHEREAS, Detective Kehoe's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Detective Kehoe was a devoted husband to his wife, Marilyn, and a loving father to his children, Keri, Lisa and Keith, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Detective Kehoe to family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Detective Kehoe will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby

commemorate Detective James A. Kehoe for his fruitful life and his years of dedicated service to the City of Chicago, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Detective James A. Kehoe.

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**TRIBUTE TO LATE CHICAGO POLICE LIEUTENANT  
JOHN F. KELLY.**

WHEREAS, Almighty God in his infinite wisdom has called retired Chicago Police Lieutenant John F. Kelly to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Lieutenant Kelly honorably and courageously served the United States Army during World War II as a member of the 101st Airborne Division; and

WHEREAS, Throughout his long and distinguished career, Lieutenant Kelly upheld the finest traditions of law enforcement, earning the respect and admiration of his colleagues; and

WHEREAS, Lieutenant Kelly's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Lieutenant Kelly was a devoted husband to his wife, the late Frances, and a loving father to his children, Bill, Jack, Patricia, Laschober, Nancy Lisula, Katie Gerrard and Maureen Morrissey, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Lieutenant Kelly to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Lieutenant Kelly will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Lieutenant John F. Kelly for his fruitful life and his years of

dedicated service to the City of Chicago, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Lieutenant John F. Kelly.

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*TRIBUTE TO LATE MR. MATTHEW A. MCCARTHY.*

WHEREAS, Almighty God in his infinite wisdom has called Matthew A. McCarthy to his eternal reward at the age of fifty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an educator, Mr. McCarthy's expertise and knowledge earned the respect and admiration of his colleagues; and

WHEREAS, Mr. McCarthy served the Chicago Board of Education in many capacities, including teacher and director of the Bureau of Communication Services, before his retirement earlier this year; and

WHEREAS, Mr. McCarthy's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. McCarthy was a devoted husband to his wife, Constance, and a loving father to his children, Joan Lasonde, Maria, James and John, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. McCarthy to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. McCarthy will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Matthew A. McCarthy for his fruitful life and his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Matthew A. McCarthy.

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*TRIBUTE TO LATE CHICAGO POLICE COMMANDER  
ROBERT J. MURRAY.*

WHEREAS, Almighty God in his infinite wisdom has called retired Chicago Police Commander Robert J. Murray to his eternal reward at the age of fifty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Commander Murray upheld the finest traditions of law enforcement, earning the respect and admiration of his colleagues; and

WHEREAS, Commander Murray ended his thirty-two year career with the Chicago Police Department as commander of the Grand Central Area Youth Division; and

WHEREAS, Commander Murray was also past director of the Saint Edward Youth Program; and

WHEREAS, Commander Murray's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Commander Murray was a devoted husband to his wife, Sharon, and a loving father to his sons, Thomas, Patrick and Robert, Jr., to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Commander Murray to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Commander Murray will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Commander Robert J. Murray for his fruitful life and his

years of dedicated service to the City of Chicago, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Commander Robert J. Murray.

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**TRIBUTE TO LATE CHICAGO FIRE DEPARTMENT  
BATTALION CHIEF THOMAS F. O'CONNOR.**

WHEREAS, Almighty God in his infinite wisdom has called retired Chicago Fire Department Battalion Chief Thomas F. O'Connor to his eternal reward at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. O'Connor honorably and courageously served in the United States Army during World War II and was a member of the 37th Division Veteran's Association; and

WHEREAS, Throughout his long and distinguished career, Mr. O'Connor's expertise in the areas of fire fighting and fire safety earned him the respect and admiration of his colleagues; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. O'Connor to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. O'Connor will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Thomas F. O'Connor for his fruitful life and his years of dedicated service to the City of Chicago, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Thomas F. O'Connor.



*Presented By*

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN HUELS (11th Ward):**

**TRIBUTE TO LATE MRS. MARIE G. CUDAHY.**

WHEREAS, Almighty God in his infinite wisdom has called Marie G. Cudahy to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke and Alderman Patrick M. Huels; and

WHEREAS, Mrs. Cudahy was a devoted and loving wife to her husband, the late Patrick; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Cudahy to her family members, friends, and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Cudahy will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Marie G. Cudahy for her fruitful life, and do hereby extend our most sincere condolences to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Marie G. Cudahy.

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*Presented By*

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN RUGAI (19th Ward):**

**TRIBUTE TO LATE MR. STEVEN MCNAMEE.**

WHEREAS, Almighty God in his infinite wisdom has called Steven

McNamee to his eternal reward at the age of thirty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke and Alderman Ginger Rugai; and

WHEREAS, A man of intelligence and character, Mr. McNamee dedicated his life to serving others; and

WHEREAS, Mr. McNamee honorably served as a Hickory Hills Police Officer, where his hard work and dedication won him the respect and admiration of his colleagues; and

WHEREAS, Fulfilling a lifelong dream to become a Chicago Firefighter, Mr. McNamee enrolled in the Chicago Fire Department Training Academy, where his exceptional talents earned him the honor of being voted best in his class by his fellow cadets; and

WHEREAS, Mr. McNamee was a devoted husband to his wife, Maryrose, and a loving father to his children, Anne and Steven, Jr. to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, Mr. McNamee's love of life and his ability to live it to the fullest endeared him to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. McNamee will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby commemorate Steven McNamee for his fruitful life of service to others, and do hereby extend our most sincere condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Steven McNamee.

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*Presented By*

**ALDERMAN MURPHY (18th Ward):**

**TRIBUTE TO LATE MRS. SHIRLEY ANN TOWNES MC DONALD.**

WHEREAS, God in his infinite wisdom has called to her eternal reward

Mrs. Shirley Ann Townes McDonald, beloved citizen, friend and public servant; and

WHEREAS, A native of Williamson, West Virginia, Shirley Ann Townes came to Chicago shortly after having graduated from high school and soon met and married Marvin McDonald. She made Chicago her home and worked for the City of Chicago for some three decades, initially for the then-named Commission on Youth Welfare, which was later embraced by the Department of Human Services. She was also actively involved with the Wrightwood Community Organization and shared a great perception of her community; and

WHEREAS, An outstanding family person, Shirley Ann McDonald leaves to mourn her husband, a daughter, two granddaughters, other relatives and many friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby express our sorrow on the passing of Shirley Ann Townes McDonald, and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marvin McDonald.

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**CONGRATULATIONS EXTENDED TO MR. JOSEPH MC MAHON  
ON HIS EIGHTIETH BIRTHDAY.**

WHEREAS, Joseph McMahan, outstanding citizen, friend and public servant, was born December 14, 1913, and thus is celebrating his eightieth birthday; and

WHEREAS, A lifelong Chicagoan, Joseph McMahan grew up in Visitation Parish and graduated from Ericson Elementary School and Lindbloom High School. He was employed by the Chicago Board of Education for over four decades, having started in the accounting office and retired as the real estate director; and

WHEREAS, Joseph McMahan is an outstanding man. His union with his first wife, Florence, yielded two children and four grandchildren. In 1979 he was united in holy matrimony to the former Mary Chase, with whom he celebrates this wonderful occasion; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby congratulate Joseph McMahon on the occasion of his eightieth birthday, and extend to this fine citizen and his family our best wishes for the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Joseph McMahon.

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*Presented By*

**ALDERMAN RUGAI (19th Ward):**

***MS. BONNIE AZELING HONORED FOR HER CONTRIBUTIONS  
TO CITIZENS OF CHICAGO.***

WHEREAS, Bonnie Azeling has been honored by the Mt. Greenwood Civic Association for her fine work within the community; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Bonnie has been a resident of the Mt. Greenwood area for twenty-one years where she is the proud mother of Beverly and George and the loving grandmother of four and great-grandmother of four; and

WHEREAS, Bonnie has given of her time unselfishly to her community as a P.T.A. president, Sunday School teacher and church choir member; and

WHEREAS, Bonnie has served as chairperson of the Mt. Greenwood Women's Club, Civic Association member and secretary of the Mt. Greenwood Historical Society; and

WHEREAS, Bonnie's hard work, commitment and dedication has earned her the respect and admiration of the Mt. Greenwood community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby pay tribute to Bonnie Azeling for her contributions to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bonnie Azeling.

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*CONGRATULATIONS EXTENDED TO SERGEANT  
JOHN BULGER, JR. ON HIS RETIREMENT  
FROM CHICAGO POLICE  
DEPARTMENT.*

WHEREAS, Sergeant John Bulger, Jr., Star No. 1346, has announced his retirement from the Chicago Police Department after thirty-three years of service; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Sergeant Bulger began his career in September of 1960 and worked in Districts 5, 7, 15 and 22, the Intelligence Division, Gang Crimes Investigation Division and as Detective, Area 3 Homicide; and

WHEREAS, The honors earned by Sergeant Bulger during his career include twenty-three honorable mentions and nine complimentary letters; and

WHEREAS, Sergeant Bulger was a loyal and dedicated policeman who upheld the finest traditions of the Chicago Police Department during his long and distinguished career; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby offer our gratitude and congratulations to Sergeant John Bulger, Jr. for his many years of fine service to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sergeant John Bulger, Jr..

**CONGRATULATIONS EXTENDED TO DETECTIVE  
THOMAS COSGROVE ON HIS RETIREMENT  
FROM CHICAGO POLICE  
DEPARTMENT.**

WHEREAS, Detective Thomas Cosgrove, Star No. 3888, has announced his retirement from the Chicago Police Department after thirty-two years of service; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Detective Cosgrove began his career in June of 1961 and was later promoted to detective, working in Districts 5 and 22; and

WHEREAS, The honors earned by Detective Cosgrove during his career include three honorable mentions and two complimentary letters; and

WHEREAS, Detective Cosgrove was a loyal and dedicated policeman who upheld the finest traditions of the Chicago Police Department during his long and distinguished career; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby offer our gratitude and congratulations to Detective Thomas Cosgrove for his many years of fine service to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Detective Thomas Cosgrove.

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**CONGRATULATIONS EXTENDED TO MRS. MARY JANE COYLE  
ON HER RETIREMENT FROM CHICAGO  
PARK DISTRICT.**

WHEREAS, Mary Jane Coyle has announced her retirement from the Chicago Park District after thirty-five years of service; and

WHEREAS, The Chicago City Council has been so notified of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mary Jane Coyle began her career as a physical instructor at Trumbull Park in October of 1958. She worked at Trumbull Park until

October of 1967 when she accepted a promotion to playground supervisor at Ridge Park; and

WHEREAS, Mary Jane Coyle worked until October 31, 1993 at Ridge Park in the capacity of park supervisor of recreation. She held that position for the past nineteen years; and

WHEREAS, During her career Mrs. Coyle has been very active with the Special Olympics program. She has been involved with this program since its inception in 1968; and

WHEREAS, Mary Jane Coyle's hard work, commitment and dedication has earned her the respect and admiration of her many colleagues. Mary Jane received many outstanding evaluations throughout her long and illustrious career; and

WHEREAS, Mary Jane Coyle's family, friends and colleagues will gather at the Martinique Restaurant to celebrate her retirement on December 1, 1993; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby congratulate and commend Mary Jane Coyle for her years of dedicated service and leadership in the Chicago Park District; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mary Jane Coyle.

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**CONGRATULATIONS EXTENDED TO MR. AND MRS.  
CHARLES DAVIS ON THEIR FIFTIETH  
WEDDING ANNIVERSARY.**

WHEREAS, Charles and Rosalie Davis celebrated fifty years of marriage; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by Alderman Virginia A. Rugai; and

WHEREAS, Charles and Rosalie, originally from the State of Alabama, met and were married in the Good Shepherd Church at 57th Street and Prairie Avenue; and

WHEREAS, Charles and Rosalie are the proud parents of Daphne Kaye and Charles Jr.; and

WHEREAS, Rosalie is a retired physical education teacher for the Chicago Board of Education, teaching at the Betsy Ross School for twenty-three years and the Felsenthal School; and

WHEREAS, Rosalie is currently a retirement home volunteer, West Chesterfield Garden Club member, author and artist whose works have been exhibited in private showings; and

WHEREAS, Charles, who attended West Virginia State College and Roosevelt University, served in the United States Army in the South Pacific during World War II; and

WHEREAS, Charles is currently the owner of the successful public relations firm Charles Davis and Associates and a life member of the N.A.A.C.P.; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby congratulate Charles and Rosalie Davis on the celebration of their fifty years of marriage; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Charles and Rosalie Davis.

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**CONGRATULATIONS EXTENDED TO OFFICER  
GLEN JANCEVICH ON HIS RETIREMENT  
FROM CHICAGO POLICE  
DEPARTMENT.**

WHEREAS, Officer Glen Jancevich, Star No. 5441, has announced his retirement from the Chicago Police Department after thirty-two years of service; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Officer Jancevich began his career in July of 1961 and was later promoted to Detective, working in Area 3, the 2nd District and the 22nd District; and

WHEREAS, The honors earned by Officer Jancevich during his career include five honorable mentions and four complimentary letters; and



WHEREAS, Officer Jancevich was a loyal and dedicated policeman who upheld the finest traditions of the Chicago Police Department during his long and distinguished career; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby offer our gratitude and congratulations to Officer Glen Jancevich for his many years of fine service to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Officer Glen Jancevich.

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**CONGRATULATIONS EXTENDED TO OFFICER DONALD MACAK  
ON HIS RETIREMENT FROM CHICAGO  
POLICE DEPARTMENT.**

WHEREAS, Officer Donald Macak, Star No. 4271, has announced his retirement from the Chicago Police Department after twenty-seven years of service; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Officer Macak began his career in October of 1966, working in the 21st and 22nd Districts and the Special Operations Unit during his twenty-seven years; and

WHEREAS, The honors earned by Officer Macak during his career include nine honorable mentions and four complimentary letters; and

WHEREAS, Officer Macak was a loyal and dedicated policeman who upheld the finest traditions of the Chicago Police Department during his long and distinguished career; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby offer our gratitude and congratulations to Officer Donald Macak for his many years of fine service to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Officer Donald Macak.

**CONGRATULATIONS EXTENDED TO MR. THOMAS R. MITCHELL  
ON HIS RETIREMENT AS HEAD FOOTBALL COACH OF  
BROTHER RICE HIGH SCHOOL "CRUSADERS".**

WHEREAS, Thomas R. Mitchell has announced his retirement as head football coach of the Brother Rice High School "Crusaders" after twenty-eight years; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Coach Mitchell, born January 7th, 1941, was a quarterback and class president at Mount Carmel High School, graduating class of 1959; and

WHEREAS, Coach Mitchell is the devoted husband of Marianne and proud father of twin sons, Tim and Tom, 1983 graduates of Brother Rice High School; and

WHEREAS, Coach Mitchell began his teaching and coaching careers in 1963 at Marian Catholic High School, then to Brother Rice High School for the next twenty-nine years; and

WHEREAS, Coach Mitchell is credited with building Joe Johnston Field, the home stadium of the Brother Rice football team; and

WHEREAS, Coach Mitchell has amassed one Class 6A Illinois State Championship, two Chicago Prep Bowl Championships and a winning percentage of .600 during his illustrious career; and

WHEREAS, Coach Mitchell has been inducted into the Hall of Fame of the Illinois Coaches Association, the Chicago Catholic League and Brother Rice High School; and

WHEREAS, The kindness and dedication displayed by Coach Mitchell for the students, their families and the faculty and staff of Brother Rice has earned him the respect and admiration of all his colleagues; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby offer our gratitude and congratulations to Coach Tom Mitchell for his contributions to the citizens of Chicago and his long and successful coaching career; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Thomas R. Mitchell.

*MS. SYLVIA MOOHR HONORED FOR HER CONTRIBUTIONS  
TO CITIZENS OF CHICAGO.*

WHEREAS, Sylvia Moohr has been honored by the Mount Greenwood Civic Association for her fine work within the community; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Sylvia has been a resident of the Mount Greenwood area for over forty years where she is the devoted wife of John Moohr for over fifty-six years; and

WHEREAS, Sylvia is the loving mother of three wonderful children and grandmother of one; and

WHEREAS, Sylvia has given of her time unselfishly to her community as an officer of the Mount Greenwood Elementary School and Morgan Park High School PTA's, and through her work with the Boy Scouts and Girl Scouts, the Saint Nicholas Greek Orthodox Church and the Philanthropic Society; and

WHEREAS, Sylvia is the creator of the "Friends of the Mount Greenwood Branch Library" where she has worked as a volunteer for over fifteen years, organizing book sales and supporting the Children's Reading Pro Group; and

WHEREAS, Sylvia's hard work, commitment, and dedication has earned her the respect and admiration of the Mount Greenwood community; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby pay tribute to Sylvia Moohr for her contributions to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sylvia Moohr.

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*MS. CATHERINE NIELSEN HONORED FOR HER CONTRIBUTIONS  
TO CITIZENS OF CHICAGO.*

WHEREAS, Catherine Nielsen has been honored by the Mount

Greenwood Civic Association for her fine work within the community; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Catherine has been a resident of Mount Greenwood for over fifty years where she is the proud mother of Mae, Gail and Charles and the loving grandmother of seven; and

WHEREAS, Catherine has given of her time unselfishly to her community as a PTA member for grammar school and high school and a girl scout leader for over twenty-five years; and

WHEREAS, Catherine serves as a member of the Mount Greenwood Women's Club and Civic Association, The Calvary Lutheran Church and the Mount Greenwood Historical Society; and

WHEREAS, Catherine's hard work, commitment, and dedication has earned her the respect and admiration of the Mount Greenwood community; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of December, 1993, do hereby pay tribute to Catherine Nielsen for her contributions to the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Catherine Nielsen.

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*Presented By*

**ALDERMAN BURRELL (29th Ward):**

**TRIBUTE TO LATE MRS. ALICE L. TURNER.**

WHEREAS, God in his infinite wisdom and goodness has removed from our midst our loved one, Mrs. Alice L. Turner, Thursday, November 11, 1993 at 7:30 A.M.; and

WHEREAS, "Lick" as she was fondly called, was born on November 13, 1916, in Panola, Alabama; and

WHEREAS, She married Henry "Kid" Turner, and to that union a "Doll" was born (Viola Mae); and

WHEREAS, After the death of her husband, she and her "Doll" moved to Chicago; and

WHEREAS, It was at that time my recollection of "Lick" becomes vivid; her trips back to visit family and friends in Panola; her deep concern about the well-being of the family, especially the young; her commitment to education; and her "Doll"; and

WHEREAS, I watched as "Lick" became the matriarch of her family, opening her doors and her heart to all who were troubled; and

WHEREAS, Alice L. Turner left a permanent mark on those she touched and she will be sorely missed; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, hereby assembled this first day of December, in the year of our Lord nineteen hundred and ninety-three, extend our deep and sincere sympathy to Viola Austin and her family;

Leave all to God,  
Forsaken one, and stay thy tears;  
For the Highest knows thy pain,  
Sees thy suffering and thy fears;  
Thou shalt not wait his help in vain;  
Leave all to God!

; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Alice L. Turner.

*Presented By*

**ALDERMAN BIALCZAK (30th Ward):**

**CONGRATULATIONS EXTENDED TO MR. TED KOWALCZYK ON  
FIFTEENTH ANNIVERSARY OF ORBIT RESTAURANT  
AND ON BEING HONORED WITH "BEST OF THE  
BEST FIVE STAR DIAMOND AWARD"  
BY AMERICAN ACADEMY OF  
RESTAURANT SCIENCES.**

WHEREAS, In its relatively short fifteen-year history, the Orbit Restaurant, at North Milwaukee Avenue and North Central Park Avenue has become one of Chicago's leading eating establishments under its owner, Ted Kowalczyk; and

WHEREAS, Under Ted Kowalczyk's guidance and expertise, the Orbit Restaurant has attained an excellent reputation nationwide. As recently as October 18, 1993, the Orbit was awarded the "Best of the Best Five Star Diamond Award" by the American Academy of Restaurant Sciences, who had already named the Orbit as "One of the Top 25 Restaurants in the United States"; and

WHEREAS, Since its opening January 6, 1978, the Orbit has hosted many leaders in the political, entertainment, business and literary fields, as well as many tourists and, most especially, the grateful residents of the northwest side neighborhood where the establishment constantly serves outstanding menus and where it has become a focal point of the community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby extend our heartiest congratulations to Ted Kowalczyk that, in fifteen short years, his Orbit Restaurant on Chicago's grateful northwest side has become "One of the Top 25 Restaurants in the United States", and has received the prestigious "Best of the Best Five Star Diamond Award" from the American Academy of Restaurant Sciences; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ted Kowalczyk.

*Presented By*

**ALDERMAN WOJCIK (35th Ward):**

**CONGRATULATIONS EXTENDED TO MR. STEVEN TYLER PIERCE  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Steven Tyler Pierce is an eighteen year old graduate of William H. Taft High School; and

WHEREAS, Steven Tyler Pierce was born on September 18, 1975 to Shirlene and Larry J. Pierce; and

WHEREAS, Steven Tyler Pierce entered the Cub Scouts in 1982 and the Boy Scouts in 1987; and

WHEREAS, Steven Tyler Pierce attained the rank of Life Scout on July 26, 1992; and

WHEREAS, Steven Tyler Pierce passed the Eagle Board of Review on November 4, 1993; and

WHEREAS, Steven Tyler Pierce, for his Eagle Project, organized and implemented a successful drive to collect clothing and toys for the homeless shelters in the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on the first day of December, 1993, A.D., do hereby extend our sincerest appreciation and congratulations to Steven Tyler Pierce for his outstanding dedicated service to the Scouts, his community, and the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Steven Tyler Pierce.

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*Presented By*

**ALDERMAN NATARUS (42nd Ward):**

**TRIBUTE TO LATE MS. RUBY L. DEXTER.**

WHEREAS, Almighty God in his infinite mercy and wisdom called Ms.

Ruby L. Dexter to her eternal reward on the twentieth day of November, nineteen hundred and ninety-three; and

WHEREAS, Ms. Ruby L. Dexter was a Chicago resident for over thirty years; and

WHEREAS, Ms. Ruby L. Dexter was a devoted and faithful member of the Saint Luke's Church on the near north side of Chicago for many years; and

WHEREAS, Ms. Ruby L. Dexter served as a member of the Nurses' and Aides' Board and worked in the nursery; and

WHEREAS, Ms. Ruby L. Dexter was a kind and generous person whose warm smile touched the lives of many; and

WHEREAS, Ms. Ruby L. Dexter devoted her life to the care of her family and the services of God; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of December, nineteen hundred and ninety-three, do hereby express our deepest sorrow at the passing of Ms. Ruby L. Dexter, and do also extend to her beloved husband, John; her son, Ray; her daughters, Shalanda and Elecia; her daughter-in-law, Janet; her god-son, Emmanuel; her two aunts, Emma and Ruth; her uncle, Johnnie; her six sisters, Adlean, Ernestine, Beverly, Joyce, Faye and Barbara; her four brothers, Aaron Jr., Charles, Michael and George; her nieces, nephews and many friends, our deepest and most sincere condolences on the occasion of their profound loss. Ms. Ruby L. Dexter 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 Ms. Ruby L. Dexter.

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**CONGRATULATIONS EXTENDED TO MR. AND  
MRS. HAROLD SCHAIN ON THEIR SIXTIETH  
WEDDING ANNIVERSARY.**

WHEREAS, Mr. Harold Schain immigrated to the United States from Russia in the 1920s; and

WHEREAS, Mrs. Jean Schain immigrated to America from Poland; and



WHEREAS, Mr. Harold Schain and Mrs. Jean Schain met in Chicago many years ago; and

WHEREAS, Mr. and Mrs. Schain have been Chicago residents for over seventy years; and

WHEREAS, Mr. Harold Schain owned drug stores on the south side of Chicago, and has worked as a pharmacist in Chicago for many years; and

WHEREAS, Mr. Harold Schain was very active in the community affairs in the Fifth Ward for many years; and

WHEREAS, Mrs. Jean Schain is very active in civic and philanthropic activities throughout the City of Chicago; and

WHEREAS, On December tenth, nineteen hundred and ninety-three, Mr. and Mrs. Schain will be celebrating their sixtieth wedding anniversary; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of December, nineteen hundred and ninety-three, do hereby honor and congratulate Mr. and Mrs. Harold Schain on the occasion of their sixtieth wedding anniversary, and do also wish them health, happiness and success in all their future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Schain.

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**MATTERS PRESENTED BY THE ALDERMEN.**

***(Presented By Wards, In Order, Beginning With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

*1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.*

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*Referred --ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.*

The aldermen named below presented 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
<i>MAZOLA</i> (1st Ward)	<p>West Adams Street, at 929 -- at all times -- daily (tow zone);</p> <p>West Randolph Street, at 650 -- at all times -- daily (tow zone);</p> <p>South Wabash Avenue, at 5 -- at all times -- daily (tow zone);</p>
<i>GABINSKI</i> (32nd Ward)	<p>West Cortland Street (south side) 15 feet from the "Stop" sign to a point 35 feet east thereof -- at all times (for handicapped only);</p> <p>North Hermitage Avenue (west side) from the driveway to a point 50 feet north thereof -- at all times (for handicapped only);</p>
<i>O'CONNOR</i> (40th Ward)	<p>North Paulina Street, from West Foster Avenue to the first alley north thereof -- 7:00 A.M. to 1:00 P.M. -- Sundays (for handicapped only);</p>
<i>NATARUS</i> (42nd Ward)	<p>West Chicago Avenue, at 311 -- daily (tow zone) (valet services);</p>

Alderman	Location, Distance And Time
	East Delaware Place, at 1 -- daily (tow zone);
	North State Street, at 1100 -- daily (tow zone) (valet services);
	North Wells Street, at 1240 -- daily (tow zone) (valet services);
<i>SHILLER</i> (46th Ward)	North Sheffield Avenue, at 3835 for a distance of 50 feet -- 9:00 A.M. to 5:00 P.M. -- Monday to Friday.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE AT 1546  
NORTH KEDVALE AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Kedvale Avenue (west side) at 1546 -- Ama's Furniture -- no parking -- Monday through Friday -- 9:00 A.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE ON PORTION  
OF SOUTH MARQUETTE AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 22, 1991 (Council Journal of Proceedings, page 830) which established loading zones on portions of specified public ways by striking the words: "South Marquette Avenue (west side) from a point 20 feet north of East 84th Street, to a point 25 feet north thereof -- at all times (91-0246)" and inserting in lieu thereof: "South Marquette Avenue (west side) from a point 20 feet north of East 84th Street, to a point 52 feet

north thereof -- no parking/loading zone", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED LOADING ZONE ON PORTION  
OF WEST 22ND PLACE.

Alderman Medrano (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West 22nd Place (south side) from a point 276 feet east of South Leavitt Street, to a point 25 feet east thereof -- 12:00 Noon to 2:00 P.M. -- Monday through Friday (92-1342)" and inserting in lieu thereof: "West 22nd Place (south side) from a point 276 feet east of South Leavitt Street, to a point 25 feet east thereof -- 9:00 A.M. to 2:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* ESTABLISHMENT OF ONE-WAY TRAFFIC  
RESTRICTION ON PORTIONS OF SPECIFIED  
PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
WATSON (27th Ward)	West Fillmore Street, from South California Avenue to South Sacramento Boulevard -- westerly;
SUAREZ (31st Ward)	North Kenton Avenue, from West Diversey Avenue to West Belmont Avenue -- northerly.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
NORTH PIONEER AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "North Pioneer Avenue, between West Irving Park Road and West Montrose Avenue -- northerly", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- INSTALLATION OF PARKING METERS AT  
SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and an order for the installation of parking meters at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Distance
HUELS (11th Ward)	South Archer Avenue (south side) from South Halsted Street to South Green Street;
ALLEN (38th Ward)	North Natchez Avenue (both sides) between West Irving Park Road and the first alley south thereof -- 9:00 A.M. and 5:00 P.M. -- Monday through Friday.

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*Referred* -- AUTHORIZATION FOR REMOVAL OF PARKING  
METER AT 1133 WEST 35TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to authorize

the Director of Revenue to cause the removal of a parking meter located at 1133 West 35th Street, which was *Referred to the Committee on Traffic Control and Safety*.

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*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
<i>BLOOM</i> (5th Ward)	East 68th Street, at 1620 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Essex Avenue, at 8500 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Maryland Avenue, at 8521 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Avenue N, at 10351 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Hermitage Avenue, at 3644 (except for handicapped); West 42nd Street, at 338 (except for handicapped);
<i>FARY</i> (12th Ward)	South Bell Avenue, at 3433 (except for handicapped);

Alderman	Location And Distance
	West 38th Street, at 3118 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Mozart Street, at 6343 (except for handicapped); South Springfield Avenue, at 4546 (except for handicapped); South Whipple Street, at 5631 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Loomis Boulevard, at 7637 (except for handicapped);
<i>OCASIO</i> (26th Ward)	West Evergreen Avenue, at 2633 (except for handicapped); North Monticello Avenue, at 1511 (except for handicapped); North Wood Street, at 1250 (except for handicapped);
<i>E. SMITH</i> (28th Ward)	West Lexington Street, at 4823 (except for handicapped);
<i>SUAREZ</i> (31st Ward)	West Beach Avenue, at 3312 (except for handicapped); North Monticello Avenue, at 1241 (except for handicapped);
<i>WOJCIK</i> (35th Ward)	North Ridgeway Avenue, at 2825 (except for handicapped);

Alderman	Location And Distance
<i>BANKS</i> (36th Ward)	North Neva Avenue, at 3329 (except for handicapped);  North Nordica Avenue, at 3135 (except for handicapped);
<i>ALLEN</i> (38th Ward)	West Dakin Street, at 5801, for a distance of 20 feet (except for handicapped);  West Hutchinson Street, at 5523 (except for handicapped);  West Waveland Avenue, at 4835 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Rockwell Street, at 4918 (except for handicapped);
<i>DOHERTY</i> (41st Ward)	West Touhy Avenue, at 7500 (except for handicapped);
<i>SHILLER</i> (46th Ward)	West Brompton Avenue, at 500, for a distance of 25 feet (except for handicapped).

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*Referred* -- AMENDMENT OF ORDINANCE WHICH  
ESTABLISHED PARKING PROHIBITION  
AT ALL TIMES AT 10836 SOUTH  
AVENUE J.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue J, at 10836 (Handicapped Permit 7214)", which was *Referred to the Committee on Traffic Control and Safety*.



*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
7532 WEST BELMONT AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Belmont Avenue, at 7532 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
7820 SOUTH ESSEX AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Essex Avenue, at 7820 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
6225 NORTH FRANCISCO AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Francisco Avenue, at 6225 (Handicapped Placard Permit 324980)", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
1141 NORTH LOREL AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a

previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lorel Avenue, at 1141 (Handicapped Permit 410397)", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
1634 NORTH LOTUS AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lotus Avenue, at 1634 (Handicapped Permit 4292)", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES ON PORTIONS  
OF WEST MELROSE STREET.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Melrose Street (south side) between North Campbell Avenue and North Rockwell Street", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
3113 SOUTH PRINCETON AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South

Princeton Avenue, at 3113 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES AT  
4611 SOUTH WASHTENAW AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Washtenaw Avenue, at 4611 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION AT ALL TIMES ON PORTION  
OF WEST 43RD STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 43rd Street (south side) from South Kedzie Avenue to South Archer Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* PROHIBITION OF PARKING DURING SPECIFIED HOURS  
ON PORTION OF WEST GLENLAKE AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the north side of West Glenlake Avenue, from North California Avenue to the first alley west thereof, between the hours of 8:00 A.M. to 4:00 P.M., with no exceptions, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred* --ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING  
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances and orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>MADRZYK</i> (13th Ward)	<p>South Kilbourn Avenue (east side) from West 58th Street to West 59th Street;</p> <p>South Kilbourn Avenue (west side) from West 58th Street south to the first alley;</p> <p>South Kolmar Avenue (both sides) from West 58th Street south to the first alley -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;</p> <p>West 58th Street (south side) from South Kilbourn Avenue east to the first alley;</p> <p>West 58th Street (south side) from South Kilbourn Avenue west to the first alley;</p> <p>West 58th Street (south side) from South Kolmar Avenue east to the first alley -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;</p> <p>West 58th Street (south side) from South Kolmar Avenue west to the first alley -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;</p>

Alderman	Location, Distance And Time
<i>MURPHY</i> (18th Ward)	West 80th Place (both sides) in the 3800 block -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>LASKI</i> (23rd Ward)	South Keeler Avenue (west side) in the 5100 block -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;  South New England Avenue (both sides) in the 5800 block -- at all times;  West 52nd Street (north side) from South Harding Avenue to the first alley east thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;  West 54th Street (both sides) in the 5500 block -- at all times;  West 59th Street (north side) from South Newcastle Avenue to the first alley west of South New England Avenue -- at all times;
<i>MEDRANO</i> (25th Ward)	South Bell Avenue (both sides) in the 2200 block -- at all times;
<i>ALLEN</i> (38th Ward)	West Sunnyside Avenue (both sides) between North Narragansett Avenue and North Mulligan Avenue -- at all times;
<i>O'CONNOR</i> (40th Ward)	West Bryn Mawr Avenue (south side) in the 1700 block (extension of Zone 65).

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH MOBILE AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "North Mobile Avenue (both sides) in the 4200 and 4300 blocks -- 8:00 A.M. to 9:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DESIGNATION OF SERVICE DRIVES/DIAGONAL  
PARKING AT SPECIFIED LOCATIONS.

The alderman named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
FARY (12th Ward)	South Sacramento Boulevard (east side) from West 25th Place to first alley north and West 25th Place, and (north side) from South Sacramento Boulevard east to 2954 West 25th Place;
OCASIO (26th Ward)	North Milwaukee Avenue, alongside of 2148 North Milwaukee Avenue to the first alley south thereof;  West LeMoyne Street, alongside of 2757, from the first alley east to the first street west thereof.

*Referred* -- CLOSE TO VEHICULAR TRAFFIC PORTIONS  
OF SPECIFIED STREETS.

Alderman Mazola (1st Ward) presented four proposed orders to close to vehicular traffic portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Federal Street, bounded by West 19th Street to a point one-half block north thereof;

West 19th Street, bounded on the west by South Clark Street and on the east by South Federal Street;

South Plymouth Court, bounded on the north by West 18th Street and on the south by West 19th Street; and

South Dearborn Street, bounded on the north by West 18th Street and on the south by West 19th Street.

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*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONE AT  
1335 NORTH ASTOR STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a tow-away zone in effect at all times alongside 1335 North Astor Street (except for Handicapped Placard No. P266099), which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC  
TRAFFIC CONTROL SIGNALS AT INTERSECTION OF  
EAST CEDAR STREET AND NORTH  
LAKE SHORE DRIVE.

Alderman Natarus (42nd Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at the intersection of East Cedar Street and North Lake Shore Drive, 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 a proposed ordinance and proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>MAZOLA</i> (1st Ward)	West Flournoy Street, at South Ada Street -- "Stop";  South Roosevelt Road (both sides) at West Racine Avenue -- "No Turn On Red -- 7:00 A.M. To 9:00 A.M.";
<i>BUCHANAN</i> (10th Ward)	South Mackinaw Avenue, at East 133rd Street -- "Stop";  East 96th Street and South Houston Avenue -- "Three-Way Stop";
<i>HUELS</i> (11th Ward)	West 35th Street, at 1133 -- "No Parking Loading Zone -- 7:00 A.M. To 5:00 P.M.";
<i>MADRZYK</i> (13th Ward)	West Pippen Street, at South Hamlin Avenue -- "Stop";
<i>BURKE</i> (14th Ward)	South California Avenue, at West 52nd Street -- "Stop";  South California Avenue, at West 53rd Street -- "Stop";  West 61st Street, at South Maplewood Avenue -- "Stop";



## Alderman

## Location And Type Of Sign

*MURPHY* (18th Ward)

West 80th Street and South Paulina Street -- "Three-Way Stop";

West 82nd Street and South Paulina Street -- "Three-Way Stop";

*RUGAI* (19th Ward)

South Bell Avenue, at West 112th Street -- "No Left Turn -- 7:30 A.M. To 4:00 P.M. -- Monday Through Friday";

South Bell Avenue, at West 112th Street -- "No Right Turn -- 7:30 A.M. To 4:00 P.M. -- Monday Through Friday";

South Longwood Drive, from Cosme Park to West 91st Place and the north side of the West 91st Place, from South Longwood Drive to South Prospect Place -- "One Hour Parking -- 8:00 A.M. To 6:00 P.M. -- Monday Through Saturday";

West 92nd Street and South Damen Avenue -- "All-Way Stop";

West 108th Street and South Whipple Street -- "All-Way Stop";

West 112th Street, at South Bell Avenue -- "Left Turn Only -- 7:30 A.M. To 4:00 P.M. -- Monday Through Friday";

*LASKI* (23rd Ward)

West 51st Street and South Central Avenue -- "No Turn On Red";

Alderman	Location And Type Of Sign
	West 55th Street and South Austin Avenue -- "No Turn On Red";
<i>SUAREZ</i> (31st Ward)	North Barry Avenue and West Kenton Avenue -- "All-Way Stop"; West George Street, West Wellington Avenue and North Barry Avenue -- "All-Way Stop";
<i>GABINSKI</i> (32nd Ward)	North Honore Street and West Barry Avenue -- "Stop"; West Wellington Avenue and North Honore Street -- "Stop";
<i>WOJCIK</i> (35th Ward)	West Dickens Avenue, at North Mozart Street -- "Stop";
<i>BANKS</i> (36th Ward)	North Olcott Avenue, at West Roscoe Street -- "Stop"; West School Street and North Pontiac Avenue -- "Stop";
<i>GILES</i> (37th Ward)	West Hirsch Street and North Lotus Avenue -- "Three-Way Stop"; West LeMoyne Street, at North Long Avenue -- "Three-Way Stop";
<i>MOORE</i> (49th Ward)	West Birchwood Avenue and North Damen Avenue -- "Four-Way Stop"; West Birchwood Avenue and North Hoyne Avenue -- "Four-Way Stop".

*Referred --* AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
ERECTION OF "STOP" SIGNS AT INTERSECTION OF  
WEST 81ST STREET AND SOUTH  
CLAREMONT AVENUE.

Alderman Murphy (18th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: " 'Stop' signs for east and westbound traffic on West 81st Street, at the intersection of South Claremont Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* REPEAL OF ORDINANCE WHICH AUTHORIZED  
INSTALLATION OF HANDICAPPED SIGN AT  
531 WEST 26TH STREET.

Alderman Mazola (1st Ward) presented a proposed ordinance which would repeal a previously passed ordinance for the installation of Handicapped Sign 5861 at 531 West 26th Street, which was *Referred to the Committee on Traffic Control and Safety*.

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred --* ZONING RECLASSIFICATION OF  
PARTICULAR AREAS.

The aldermen named below presented thirteen proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

**BY ALDERMAN MAZOLA (1st Ward):**

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 1-G bounded by:

West Chicago Avenue; the alley next west of and parallel to North Throop Street; the alley next south of and parallel to West Chicago Avenue; North Willard Court; the westerly right-of-way line of the John Fitzgerald Kennedy Expressway; North Racine Avenue; West Erie Street; the alley next east of and parallel to North Elizabeth Street; West Ohio Street; a line 72 feet west of North Ogden Avenue, as measured from the southerly right-of-way line of West Ohio Street and perpendicular thereto; the alley next south of and parallel to West Ohio Street; a line 85 feet west of North Ogden Avenue, as measured from the southerly right-of-way line of the alley next north of and parallel to West Race Avenue and perpendicular thereto; West Race Avenue; a line 72 feet west of North Ogden Avenue, as measured from the southerly right-of-way line of West Race Avenue and perpendicular thereto; the alley next north of and parallel to West Grand Avenue; North Elizabeth Street; the alley next south of and parallel to West Ohio Street; North Ada Street; the alley next north of and parallel to West Grand Avenue; the alley next west of and parallel to North Ada Street; a line 51 feet south of West Ohio Street; North Noble Street; the alley next north of and parallel to West Grand Avenue; a line 101 feet west of North Noble Street; West Grand Avenue; North Armour Street; the alley next north of and parallel to West Grand Avenue; the alley next west of and parallel to North Armour Street; the alley next south of and parallel to West Ohio Street; the alley next east of and parallel to North Ashland Avenue; West Ohio Street; a line 38 feet east of North Ashland Avenue; the alley next north of and parallel to West Ohio Street; a line 127 feet east of North Ashland Avenue, the alley next south of and parallel to West Huron Street; a line 63 feet east of North Ashland Avenue; West Huron Street; a line 38 feet east of North Ashland Avenue; West Superior Street; a line 75 feet east of North Ashland Avenue; the alley next south of and parallel to West Chicago Avenue; North Noble Street; the alley next south of and parallel to West Chicago Avenue; and North Ada Street.

**BY ALDERMAN SHAW (9th Ward):**

To classify as a B5-2 General Service District instead of an R2 Single-Family Residence District the area shown on Map No. 32-E bounded by:

East 133rd Street; South Prairie Avenue; a line 100 feet south of East 133rd Street; and South Indiana Avenue.

To classify as an R5 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 32-E bounded by:

a line 200 feet north of the alley next north of and parallel to East 134th Street; South Prairie Avenue; the alley next north of and parallel to East 134th Street; and the alley next west of and parallel to South Prairie Avenue.

*BY ALDERMAN BUCHANAN (10th Ward):*

To classify as a C1-1 Restricted Commercial District instead of an R2 Single-Family Residence District the area shown on Map No. 32-A bounded by:

a line 25 feet north of and parallel to the public alley next north of and parallel to East 132nd Street; the public alley next east of and parallel to South Avenue O extended (or a line 130 feet east of and parallel to South Avenue O); East 132nd Street; and South Avenue O.

*BY ALDERMAN JONES (15th Ward):*

To classify as a C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 14-I bounded by:

the public alley next north of and parallel to West 63rd Street; a line 133.12 feet west of and parallel to South Maplewood Avenue; West 63rd Street; and a line 158.12 feet west of and parallel to South Maplewood Avenue.

To classify as a C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 14-I bounded by:

West 63rd Street; a line 133.12 feet west of and parallel to South Maplewood Avenue; a line 125.00 feet north of and parallel to West 63rd Street; and a line 158.12 feet west of and parallel to South Maplewood Avenue.

*BY ALDERMAN OCASIO (26th Ward):*

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-J bounded by:

the alley next south of and parallel to West North Avenue; the alley next west of and parallel to North Kedzie Avenue; West Potomac Avenue; the alley next west of and parallel to North Kedzie Avenue; the alley next north of and parallel to West Division Street; a line 100 feet west of North Spaulding Avenue; West Division Street; a line 140 feet

west of North Spaulding Avenue; the alley next south of and parallel to West Division Street; the alley next east of and parallel to North Spaulding Avenue; the alley next south of and parallel to West Division Street; the alley next west of and parallel to North Kedzie Avenue; West Augusta Boulevard; the alley next east of and parallel to North Spaulding Avenue; West Cortez Street; North Spaulding Avenue; the alley next northerly of and parallel to West Grand Avenue; the alley next east of and parallel to North Christiana Avenue; the alley next north of West Grand Avenue; North Christiana Avenue; the alley next northerly of and parallel to West Grand Avenue; North Homan Avenue; West Potomac Avenue; and North Homan Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-I bounded by:

West Bloomingdale Avenue; North Humboldt Boulevard; the alley next north of and parallel to West North Avenue; and the alley next east of and parallel to North Whipple Street.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-I bounded by:

West Wabansia Avenue; the alley next east of and parallel to North Troy Street; a line 37 feet south of and parallel to West Wabansia Avenue; and North Troy Street.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-J bounded by:

West Cortland Street; North Central Park Avenue; the alley next south of and parallel to West Cortland Street; and a line 121 feet west of North Central Park Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Nos. 5-I and 5-J bounded by:

West Cortland Street; North Kedzie Avenue; West Moffat Street; the alley next east of and parallel to North Kedzie Avenue; West Bloomingdale Avenue; the alley next east of and parallel to North Kedzie Avenue; a line 95 feet north of West Wabansia Avenue; North Kedzie Avenue; a line 37 feet south of West Wabansia Avenue; the alley next east of and parallel to North Kedzie Avenue; a line 363 feet south of West Wabansia Avenue; a line 50 feet of the alley next north of and parallel to West North Avenue; the alley next west of and parallel to North Kedzie Avenue; West Wabansia Avenue; a line 125 feet west of

North Kedzie Avenue; the alley next north of and parallel to West Wabansia Avenue; and the alley next west of and parallel to North Kedzie Avenue.

*BY ALDERMAN O'CONNOR (40th Ward):*

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 15-H bounded by:

West Granville Avenue; North Ravenswood Avenue; the alley next south of West Granville Avenue, or a line thereof extended where no alley exists; and a line 118 feet west of North Ravenswood Avenue.

*BY ALDERMAN SCHULTER (47th Ward):*

To classify as a B4-1 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 13-I bounded by:

West Winona Street; North Western Avenue; West Ainslie Street; North Lincoln Avenue; West Ainslie Street; the alley next westerly of and parallel to North Lincoln Avenue; West Argyle Street; North Lincoln Avenue; the alley next south of the alley next south of and parallel to West Winnemac Avenue; the alley next east of North Lincoln Avenue; the alley next south of and parallel to West Winnemac Avenue; a line 54 feet west of North Western Avenue; West Winnemac Avenue; and the alley next west of and parallel to North Western Avenue

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### 3. CLAIMS.

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*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

The aldermen named below presented seventy-four proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
<i>PRECKWINKLE</i> (4th Ward)	Barclay Condominium; Chippewa Cooperative; Dorchester Condominium Association; Ellis Estates Condominium Association; Fairfield Condominium Association; Greenwood Park Condominium Association (2); Harper Square Cooperative; Harper Square Housing Corporation; Hyde Park Boulevard Condominium Association; Hyde Park Courtway Condominium Association; Hyde Park Place Condominium Association; Ingleside Place Condominium; Madison Park Condominium; Newport Condominium (2); Pioneer Cooperative, Incorporated (2); Pruitt Condominium Association; Stratford Condo Association; The Narragansett Condominium Association; Turner House Condo Association;



## Alderman

## Claimant

Watergate East Condominium  
Association;

Woodlawn Condominium  
Association;

IV Corners IV Condominium  
Association;

48th and Dorchester Condominium;

1234 Madison Park Condominium  
Association;

1357 Kimbark Crossing Association;

4900 Drexel Cooperative  
Apartments Corporation;

5000 South Cornell Condominium  
Association;

5000 East End Cooperative  
Apartments;

5100 Hyde Park Condominium  
Association;

5115 -- 5149 Cornell Condominium  
Association;

5125 -- 5131 Greenwood  
Condominium Association;

5200 Dorchester Association;

5201 Cornell Condominium  
Association;

5201 South University  
Condominium;

5220 -- 5222 South Dorchester  
Condo Association;

## Alderman

## Claimant

5223 -- 5225 South Dorchester  
Condominium Association (2);

5401 South Hyde Park  
Condominium Association;

5454 -- 5460 Kimbark Avenue  
Building Corporation;

5455 -- 5463 South Ingleside Condo  
Association;

5460 Woodlawn Building  
Corporation;

5465 -- 5473 South Ingleside Court  
Homes South Association;

*BLOOM* (5th Ward)

Mia Casa Apartment Building  
Corporation;

2051 -- 2061 Condominium  
Association (2);

*STEELE* (6th Ward)

7935 -- 7941 South State  
Condominium Association;

*BUCHANAN* (10th Ward)

Mr. Herman Rangel;

*RUGAI* (19th Ward)

The Mt. Greenwood Cemetery  
Association;

*LASKI* (23rd Ward)

Mr. Tony Forinella;

Wimbledon Courts Condo No. 1;

*BURRELL* (29th Ward)

Ms. Lorraine Hamilton;

*SUAREZ* (31st Ward)

Mr. Douglass Mark Dyrda;

Alderman	Claimant
<i>ALLEN</i> (38th Ward)	Ridgemoor Estates Condominium V;
<i>LEVAR</i> for <i>LAURINO</i> (39th Ward)	Mr. Bernard Ma;
<i>DOHERTY</i> (41st Ward)	Glenmont Court Condominium Association (3);  Norwood Point Condominium Association;
<i>NATARUS</i> (42nd Ward)	Carl Sandburg Village Condominium Association No. 1 (3);  Ms. Virginia Ann Jones;
<i>LEVAR</i> (45th Ward)	Mr. Walter J. Bak;  Raymond and Jackie Gully;  Pine Tree Court Condominium Association;  4900 North Lester Condominium Association;
<i>SHILLER</i> (46th Ward)	Mr. Christopher John Beauchamp;  4826 North Kenmore Condominium Association;
<i>MOORE</i> (49th Ward)	Glenwood North Condo Association;  Ridgecrest Condominium Association (2).

#### 4. UNCLASSIFIED MATTERS.

*(Arranged In Order According To Ward Numbers)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN MAZOLA (1st Ward):**

*Referred* -- GRANT OF PRIVILEGE TO LA PREFERIDA,  
INCORPORATED TO CONSTRUCT, INSTALL,  
MAINTAIN AND USE LOADING PLATFORM  
IN PUBLIC ALLEY ADJACENT TO  
70 -- 72 WEST SOUTH WATER  
MARKET.

A proposed ordinance to grant permission and authority to La Preferida, Incorporated to construct, install, maintain and use a loading platform in the public alley between West 14th Place and West 15th Place, adjacent to 70 -- 72 West South Water Market, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 28 NORTH MICHIGAN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Lady's Faire Boutique to construct, maintain and use one canopy to be attached to the building or structure at 28 North Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred* -- ESTABLISHMENT OF TASK FORCE TO FORMULATE  
RULES AND REGULATIONS FOR ESTABLISHMENT  
AND OPERATION OF NEW MAXWELL  
STREET MARKET.

Also, a proposed resolution calling for the immediate formation of a task force to be comprised of members of the Department of Police, the Department of Revenue, the Department of Planning and Development, the Department of Streets and Sanitation and the Department of Consumer Services to formulate rules and regulations for the establishment and operation of a new Maxwell Street Market, schedule planning meetings with representatives of affected residents, businesses and vendors for the purpose of finding a viable relocation site for the current Maxwell Street Market and set aside portion of the money generated from the sale of said property to be used for said relocation, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

ALDERMAN STEELE (6th Ward):

CONGRATULATIONS EXTENDED TO MRS. FRANCES BRADFORD  
ON HER ONE HUNDRED SIXTEENTH BIRTHDAY AND  
DECEMBER 12, 1993 DECLARED "FRANCES  
BRADFORD DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Frances Bradford, a venerable and much-loved Chicago citizen, was born December 12, 1877, and is thus celebrating her one hundred sixteenth birthday this month; and

WHEREAS, A woman of outstanding energy and concern for others, Frances Bradford was born in Batesville, Arkansas, but has resided in Chicago for the past seventy-three years; and

WHEREAS, An extraordinary family person, Frances Bradford has one daughter, five grandchildren, thirteen great-grandchildren, fourteen great-great grandchildren, four great-great-great-grandchildren, and a host of friends with whom to share this special occasion; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby congratulate Frances Bradford on her one hundred sixteenth birthday, and in that regard do hereby declare that December 12, 1993, be known as "Frances Bradford Day in Chicago"; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Frances Bradford.

Alderman Steele 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 Steele, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO MR. MARVIN DYSON,  
PRESIDENT AND GENERAL MANAGER OF RADIO  
STATION WGCI-AM/FM, ON HIS FIFTY-SIXTH  
BIRTHDAY AND NOVEMBER 28 THROUGH  
DECEMBER 4, 1993 DECLARED  
"MARVIN DYSON WEEK  
IN CHICAGO".

Also, a proposed resolution reading as follows:

WHEREAS, Marvin Dyson, President and General Manager of Radio Station WGCI-AM/FM in Chicago, celebrates his fifty-sixth birthday this week, and his leadership years at WGCI has brought the station into the number one slot in listener ratings; and

WHEREAS, A dynamic leader and the son of former radio personalities Florence and Richard Dyson, Marvin Dyson has brought to his position a lifetime of radio experience and a knowledge and love of broadcasting; and

WHEREAS, Marvin Dyson is also a born salesman, and it is through his sales expertise that he has risen through the ranks of radio broadcasting, first at WGRT/WJPC, where he rose from salesman to general manager in less than a decade, and now at WGCI, where he began in sales in 1979 and became general manager in 1981; and

WHEREAS, Married with seven children, Marvin Dyson is a man of great stability and generosity. His community affiliations and national memberships include Operation P.U.S.H., the Chicago Urban League, Midwest Association of Sickle Cell Anemia, N.A.A.C.P. and the United Negro College Fund, of which he is a board member; and

WHEREAS, Marvin Dyson, fifty-six years young, is an outstanding citizen; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby congratulate Marvin Dyson in celebration of his fifty-sixth birthday, and in recognition of his outstanding achievements do hereby declare the week of November 28 through December 4, 1993, to be known as "Marvin Dyson Week in Chicago"; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Marvin Dyson.

Alderman Steele 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 Steele, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

*Referred* -- CONSIDERATION FOR INSTALLATION OF GUARDRAIL  
ALONGSIDE 26 EAST 79TH STREET.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of a guardrail alongside 26 East 79th Street, from the first alley east of South State Street to South Wabash Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

ALDERMAN STEELE (6th Ward)  
And OTHERS:

*Referred* -- COMMITTEE ON EDUCATION DIRECTED TO CONDUCT  
HEARING ON QUESTIONABLE BUSINESS PRACTICES  
BY CHICAGO SCHOOL BOARD PRESIDENT  
D. SHARON GRANT.

A proposed resolution, presented by Aldermen Steele, Haithcock, Beavers, Shaw, Buchanan, Fary, Jones, Coleman, Murphy, Troutman, Evans, Watson, Burrell, Banks, Giles, Shiller, Schulter, M. Smith and Moore, directing the Committee on Education to conduct a complete and thorough hearing into the allegations pertaining to Chicago School Board President D. Sharon Grant's business practices concerning school board contracts, which was *Referred to the Committee on Education*.

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Presented By

ALDERMAN DIXON (8th Ward):

*Referred* -- CONSIDERATION FOR INSTALLATION OF  
ALLEYLIGHT BEHIND 8735 SOUTH  
JEFFERY BOULEVARD.

A proposed order directing the Commissioner of Transportation to give



consideration to the installation of an alleylight behind the premises at 8735 South Jeffery Boulevard, which was *Referred to the Committee on Finance*.

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*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
SOUTH STONY ISLAND AVENUE FOR INSTALLATION  
OF CHRISTMAS TREE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Alderman Lorraine L. Dixon to close to traffic one lane on each side and adjacent to the median strip on South Stony Island Avenue, from East 86th Place to East 87th Street, during the hours of 9:00 A.M. to 2:00 P.M., on December 3, 1993, for the purpose of installing a Christmas tree, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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Presented By

ALDERMAN DIXON (8th Ward),  
ALDERMAN TROUTMAN (20th Ward),  
ALDERMAN PRECKWINKLE (4th Ward) And  
ALDERMAN WATSON (27th Ward):

*Referred --* JANUARY 15 THROUGH JANUARY 22, 1994  
DESIGNATED "HUMANITARIAN WEEK  
IN CHICAGO".

A proposed resolution designating January 15 through January 22, 1994 as "Humanitarian Week in Chicago" in connection with the 10th Annual Humanitarian Day organized by the Global Committee Commemorating King Days of Respect, to be observed on January 15, 1994, which was *Referred to the Committee on Human Relations*.

Presented By

ALDERMAN SHAW (9th Ward):

CONGRATULATIONS EXTENDED TO NANSEN ELEMENTARY  
SCHOOL INTERIM PRINCIPAL FULTON NOLEN,  
FOR HIS CARING AND CREATIVE  
APPROACH TO EDUCATION.

A proposed resolution reading as follows:

WHEREAS, Since Interim Principal Fulton Nolen began his constructive and innovative programs at Nansen Elementary School on Chicago's south side, there have been notable improvements in the maintenance of the health, safety and welfare of its many grateful students; and

WHEREAS, When he first came to Nansen Elementary School in September, Fulton Nolen instituted creative new programs such as early childhood development, peewee basketball, tutoring, learning resource center, in-house suspension; and he has returned students to a lunch room he created in the gymnasium, resulting in the elimination of a rodent problem which had developed from children eating in the classrooms; and

WHEREAS, In the relatively brief period Fulton Nolen has been interim principal at Nansen Elementary School, parent participation has more than doubled, and the school's staff has become more involved in complex decision-making; and

WHEREAS, In establishing a new attitude for learning among students and teachers as well, Fulton Nolen plans to implement more programs such as African-American History, self-awareness, a G.E.D. and writing program; and

WHEREAS, The leaders of our great City are conscious of the great debt owed our finest educators; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly do hereby express our gratitude and our congratulations to Nansen Elementary School's Interim Principal, Mr. Fulton Nolen, on being caring and creative in his approach to this position, and as a result, for making Nansen a better place for the formation and development of our young people. Long may he remain at Nansen!

Alderman Shaw 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 Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO NEW CIRCUIT COURT  
JUDGE EDNA MAE TURKINGTON.

Also, a proposed resolution reading as follows:

WHEREAS, Edna Mae Turkington, one of Chicago's most dedicated and distinguished attorneys for the past twenty years, was elected judge of Circuit Court of Cook County November 3, 1992, and was sworn into office December 7, 1992; and

WHEREAS, Judge Edna Mae Turkington brings to her new role outstanding educational credentials and a wealth of experience in the field of law. A graduate of Roosevelt University (B.A.) and DePaul University (M.A.), she received her doctorate from DePaul University College of Law in 1973; and

WHEREAS, During a career of surpassing achievement and versatility, Edna Mae Turkington explored many areas of law, providing legal representation in civil, criminal, and federal litigation to poor persons in this nation, working as a trial assistant and developing expertise as a private practitioner in all phases of personal injury defense, criminal defense, juvenile law and domestic relations; and

WHEREAS, Edna Mae Turkington's contribution to this august body is fondly remembered. During the last years of the Harold Washington administration, she performed special assignments for the Council's Committee on Rules and the Legislative Reference Bureau. In 1988 and 1989 she thrived as administrative assistant to Mayor Eugene Sawyer, and thereafter was a felony criminal jury trial assistant with the State's Attorney of Cook County; and

WHEREAS, A recipient of numerous awards and commendations, Edna Mae Turkington brings to the Circuit Court of Cook County rare integrity and outstanding intelligence; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby extend our heartiest congratulations to the new Circuit Court Judge Edna Mae Turkington, and express our fervent wishes for her continuing success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Circuit Court Judge Edna Mae Turkington.

Alderman Shaw 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 Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

*Referred* -- AMENDMENT OF TITLE 9, CHAPTER 64 OF MUNICIPAL  
CODE OF CHICAGO BY ADDITION OF NEW SECTION 021  
TO ALLOW DRIVERS TO PARK TAXICABS ON  
PUBLIC WAY IN VICINITY OF  
RESIDENCE.

Also, a proposed ordinance to amend Title 9, Chapter 64 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 9-64-021, which would allow drivers to park their taxicabs on the public way without residential parking permits, provided that said vehicles are parked adjacent to or within 500 feet of their place of residence, which was *Referred to the Committee on Transportation and Public Way*:

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Presented By

ALDERMAN BUCHANAN (10th Ward):

*Referred* -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022  
AND 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW  
ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND  
PACKAGE GOODS LICENSES IN SPECIFIED  
AREAS OF TENTH  
WARD.

A proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by disallowing the issuance of additional alcoholic liquor and package goods licenses on South Commercial Avenue, from East 87th Street to East 93rd Street; and on all side streets between East 87th Street and East 93rd Street, from South Houston Avenue to South Exchange Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERMAN HUELS (11th Ward):**

*Referred --* EXEMPTION OF VAL A COMPANY FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY FOR PARKING FACILITIES  
FOR 708 WEST ROOT STREET.

A proposed ordinance to exempt the Val A Company from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 708 West Root Street, 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.*

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*Referred --* APPROVAL OF PLAT OF BENSON RESUBDIVISION  
BETWEEN SOUTH BENSON STREET AND SOUTH  
THROOP STREET AND DEDICATION OF  
PUBLIC ALLEY EAST OF SOUTH  
BENSON STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Benson Resubdivision between South Benson Street and South Throop Street located south of West 31st Place and dedication of an east/west public alley east of South Benson Street, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN MADRZYK (13th Ward):**

*Referred --* PERMISSION TO PARK PICKUP TRUCKS AND/OR  
VANS AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Transportation to grant

permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Tracy L. Corley -- 4438 West 59th Street; and

Mr. Ronald Michaels -- 3524 West 73rd Place.

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Presented By

**ALDERMAN BURKE (14th Ward):**

*Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR  
VAN AT 5750 SOUTH ALBANY AVENUE.*

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Michael Stack to park his pickup truck and/or van at 5750 South Albany Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN RUGAI (19th Ward):**

*Referred -- AMENDMENT OF TITLE 2, CHAPTER 84 OF  
MUNICIPAL CODE OF CHICAGO TO ESTABLISH  
DOMESTIC VIOLENCE REGISTRY AND  
REQUIRE POLICE TRAINING IN  
TREATMENT OF DOMESTIC  
VIOLENCE DISPUTES.*

A proposed ordinance to amend Title 2, Chapter 84 of the Municipal Code of

Chicago by requiring the Superintendent of Police to establish a domestic violence registry which would contain an up-to-date listing of individuals facing criminal charges for domestic violence and/or stalking and to recommend the inclusion of a seminar on the handling of domestic disputes and stalking complaints in the police training curriculum, which was *Referred to a Joint Committee composed of the members of the Committee on Police and Fire and the members of the Committee on Human Relations.*

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Presented By

ALDERMAN JONES (15th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION  
OF SOUTH SEELEY AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of South Seeley Avenue between the south line of Conrail (Englewood Connecting Company Railroad) and the north line of the east/west 18 foot public alley north of West 59th Street, extended west for Cole Taylor Bank, as Trustee, Trust No. 804 (File No. 18-15-93-1801); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Jones 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 Jones, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.



*Nays -- None.*

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

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*Referred --* AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022  
AND 023 OF MUNICIPAL CODE OF CHICAGO TO REMOVE  
RESTRICTIONS ON ISSUANCE OF ADDITIONAL  
ALCOHOLIC LIQUOR AND PACKAGE GOODS  
LICENSES ON PORTIONS OF SOUTH  
DAMEN AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by removing the restrictions on the issuance of additional alcoholic liquor and package goods licenses on both sides of South Damen Avenue, from West 55th Street to West 75th Street, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred --* AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022  
AND 023 OF MUNICIPAL CODE OF CHICAGO TO REMOVE  
RESTRICTIONS ON ISSUANCE OF ADDITIONAL  
ALCOHOLIC LIQUOR AND PACKAGE GOODS  
LICENSES ON PORTIONS OF SOUTH  
WESTERN AVENUE.

Also, a proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by removing the restrictions on the issuance of additional alcoholic liquor and package goods licenses on the east side of South Western Avenue, from West 55th Street to West 75th Street, and the west side of South Western Avenue, from West Marquette Road to West 75th Street, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERMAN MURPHY (18th Ward):**

*Referred* -- AUTHORIZATION TO HONORARILY DESIGNATE  
PORTION OF WEST 87TH STREET AS  
"LENA T. BRYANT PARKWAY".

A proposed ordinance directing the Commissioner of Transportation to honorarily designate that part of West 87th Street, between South Aberdeen Street and South May Street as "Lena T. Bryant Parkway", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN MILLER (24th Ward):**

*Referred* -- EXEMPTION OF CERMAK CHURCH OF GOD FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY FOR PARKING FACILITIES  
FOR 1359 SOUTH HARDING AVENUE.

A proposed ordinance to exempt Cermak Church of God from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1359 South Harding 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 OCASIO (26th Ward):**

**DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY  
IN BLOCK BOUNDED BY WEST THOMAS STREET, WEST  
CORTEZ STREET, NORTH SACRAMENTO AVENUE  
AND NORTH RICHMOND STREET.**

A proposed order reading as follows:

*Ordered*, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all of the north/south 16 foot public alley in the block bounded by West Thomas Street, West Cortez Street, North Sacramento Avenue and North Richmond Street for Norwegian American Hospital (File No. 1-26-93-1804); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Ocasio 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 Ocasio, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

Presented By

ALDERMAN OCASIO (26th Ward)  
And OTHERS:

GRATITUDE AND CONGRATULATIONS EXTENDED TO  
MR. ANTHONY MOJICA FOR HIS OUTSTANDING  
ACT OF HEROISM.

A proposed resolution, presented by Aldermen Ocasio, Munoz, Medrano and Suarez, which reads as follows:

WHEREAS, A true act of heroism is one of the more treasurable forms of human behavior; and

WHEREAS, Such an act of heroism was performed Tuesday, November 23, 1993, by ten year old Chicagoan Anthony Mojica, who with no thought to his own personal safety helped to rescue two families from a residence filled with carbon monoxide poisoning; and

WHEREAS, Upon approaching the residence at 2612 West Cortez Street on Chicago's west side, where he always went for breakfast immediately before school, Anthony Mojica instantly sensed something was wrong. When his rings and knocking went unanswered, he peered in a window and saw people in distress. He immediately ran for help from Jose Pagan, a neighbor, and after Mr. Pagan phoned "911", helped him to enter the fume-filled home and pull out various members of the two families. Thanks to Anthony Mojica's swift, logical thinking -- and to his concern for his fellow man -- the twelve occupants of the chimney-blocked building were rescued and received immediate medical attention; and

WHEREAS, Anthony Mojica is a fifth grader at LaFayette Elementary School and clearly represents Chicago's "I Will" spirit; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of December, 1993, A.D., do hereby extend our gratitude and our congratulations to young Anthony Mojica for an outstanding act of heroism, and we express to this fine young Chicagoan our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Anthony Mojica.

Alderman Ocasio moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Ocasio, seconded by Aldermen Medrano, E. Smith, Suarez and Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

At this point in the proceedings, Alderman Ocasio called the City Council's attention to the presence of Master Anthony Mojica, accompanied by his mother, Ms. Gloria De Jesus, his principal, Mr. Efrain Orduz, his teacher, Mr. Omas Maradiaga and twenty-six of his fifth grade classmates from LaFayette Elementary School, who were seated in the gallery. The Honorable Richard M. Daley then invited Master Anthony Mojica to the mayor's rostrum. After expressing his personal appreciation of Anthony's heroism and lauding him as a positive role model for all Chicagoans, Mayor Daley led the City Council and its assembled guests in a standing ovation.

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Presented By

**ALDERMAN E. SMITH (28th Ward):**

*Referred* -- AUTHORIZATION FOR CANCELLATION, WAIVER  
AND RELEASE OF DEMOLITION AND TAX LIENS FOR  
PROPERTY AT 3425 WEST FIFTH AVENUE.

A proposed ordinance authorizing and directing the City Comptroller to cancel, waive and release the demolition and tax liens of the City of Chicago in the original amount of \$3,900,000, recorded as Document Number 26993191 and related to Cook County Circuit Court Case Numbers 83 M1-1407038 and 87 CH 2099 (lis pendens Document Number 87 121741) for the property known

as 3425 West Fifth Avenue, and to forward all release documentation to the Fifth City Child Development Institute, Inc., which was *Referred to the Committee on Finance*.

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***Referred --* CREATION OF SPECIAL COUNCIL COMMITTEE  
TO STUDY PROBLEMS AND FORMULATE RULES AND  
REGULATIONS CONCERNING HONORARY STREET-  
NAME SIGNAGE ON PUBLIC WAYS.**

Also, a proposed resolution for the creation of a special committee of the City Council to study the problems which have been created in the establishment of honorary street-name signage on public ways and to formulate rules and regulations concerning honorary street-name signs, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN BURRELL (29th Ward):**

***Referred --* AUTHORIZATION FOR RELEASE OF ALL LIENS  
AND JUDGEMENTS OF RECORD AGAINST PROPERTY  
AT 5249 -- 5263 WEST LAKE STREET AND  
343 -- 355 NORTH LOCKWOOD AVENUE.**

A proposed ordinance authorizing the Corporation Counsel to release all City of Chicago liens and judgments of record, both presently existing and those arising, against the property at 5249 -- 5263 West Lake Street and 343 -- 355 North Lockwood Avenue, and to issue said releases to Safe Harbor Community Center, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN SUAREZ (31st Ward):**

*Referred* -- DRAFTING OF ORDINANCE FOR VACATION OF ALL  
REMAINING ALLEYS IN BLOCK BOUNDED BY WEST  
HOMER STREET, WEST CORTLAND STREET,  
CHICAGO AND NORTHWESTERN  
RAILWAY RIGHT-OF-WAY AND  
NORTH KILBOURN AVENUE.

A proposed order directing the Commissioner of Planning and Development to prepare an ordinance for the vacation of all the remaining alleys in the block bounded by West Homer Street, West Cortland Street, the Chicago and Northwestern Railway right-of-way and North Kilbourn Avenue for Milton Industries, Inc., which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- APPROVAL OF PROPERTIES AT 2200 NORTH  
PULASKI ROAD AND 2236 - 2240 NORTH PULASKI  
ROAD AS CLASS 6(b) AND ELIGIBLE FOR  
COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the properties at 2200 North Pulaski Road and 2236 -- 2240 North Pulaski Road as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN WOJCIK (35th Ward):**

*Referred* -- AMENDMENT OF TITLE 2, CHAPTER 84, SECTION 010  
OF MUNICIPAL CODE OF CHICAGO TO ALLOW POLICE  
BOARD TO APPOINT SUPPLEMENTAL CIVILIAN  
VOLUNTEER AUXILIARY POLICE.

A proposed ordinance to amend Title 2, Chapter 84, Section 010 of the

Municipal Code of Chicago to allow the Police Board to supplement the Department of Police by appointing a number of civilian volunteer auxiliary police to assist the Department of Police in all areas of police activities in all districts throughout the city, which was *Referred to the Committee on Police and Fire.*

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*Referred --* AMENDMENT OF TITLE 2, CHAPTER 84, SECTION 050  
OF MUNICIPAL CODE OF CHICAGO TO PLACE ADMINISTRATION  
OF CIVILIAN VOLUNTEER AUXILIARY POLICE UNDER  
JURISDICTION OF SUPERINTENDENT  
OF POLICE.

Also, a proposed ordinance to amend Title 4, Chapter 84, Section 050, Subparagraph (9) of the Municipal Code of Chicago to place under the Superintendent of Police the authority to appoint, discharge, suspend or transfer civilian volunteer auxiliary police, and to issue instructions to said civilian volunteer auxiliary police in assisting the Department of Police in all areas of police activities, which was *Referred to the Committee on Police and Fire.*

---

*Referred --* SUPERINTENDENT OF SCHOOLS AND PRESIDENT  
OF CHICAGO BOARD OF EDUCATION INVITED TO  
APPEAR BEFORE CITY COUNCIL TO DISCUSS  
MEANS OF IMPROVING CHILDREN'S  
EDUCATION.

Also, a proposed resolution to invite the Superintendent of Schools and the President of the Chicago Board of Education to appear before the City Council to discuss various methods of improving the quality of children's education and their overall safety and welfare and further, to examine the possibility of establishing an election process through which twenty-five percent of Board members would be elected by Chicago residents, which was *Referred to the Committee on Education.*



Presented By

**ALDERMAN NATARUS (42nd Ward):**

*Referred* -- AMENDMENT OF TITLE 4, CHAPTER 16, SECTIONS 240, 260 AND 330 OF MUNICIPAL CODE OF CHICAGO TO ALLOW OPERATION OF GAME ROOMS, ARCADES AND AUTOMATIC AMUSEMENT DEVICES WITHIN CERTAIN RESTAURANTS AND HOTELS.

A proposed ordinance to amend Title 4, Chapter 16, Sections 240, 260 and 330 of the Municipal Code of Chicago which would allow the issuance of a license authorizing the operation of an arcade, game room or public place of amusement in a restaurant or hotel having more than one hundred fifty guest room accommodations, if said establishment is located within an enclosed mall or building at least ten stories in height and if neither the sale of alcoholic liquor nor the use of automatic amusement devices is the principal business conducted by such establishment, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 253 ON PORTION OF WEST GOETHE STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on May 6, 1959 (Council Journal of Proceedings, page 185) which authorized the establishment of Taxicab Stand Number 253, by prohibiting the operation of said taxicab stand on West Goethe Street along the north curb, from a point 20 feet west of the west building line of North State Parkway extending 80 feet west thereof, during the hours of 5:00 A.M. to 7:00 A.M., which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- GRANT OF PRIVILEGE TO L. J. SHERIDAN AND COMPANY TO INSTALL TWO PLANTERS AT 545 NORTH MICHIGAN AVENUE.

Also, a proposed order to grant permission and authority to L. J. Sheridan and Company to install for beautification purposes, two planters

containing evergreen trees directly in front of the structure located at 545 North Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO  
CONSTRUCT, MAINTAIN AND USE CANOPIES AT  
SPECIFIED LOCATIONS.

Also, four proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Kreiss Enterprises, Inc. -- one canopy at 415 North LaSalle Street;

Raphael Hotel Company -- one canopy at 201 East Delaware Place;

The University of Chicago Graduate School of Business -- two canopies at 450 North City Front Plaza Drive; and

Zinfandel, Inc. -- one canopy at 59 West Grand Avenue.

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Presented For

(43rd WARD):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION  
OF NORTH OGDEN AVENUE FOR PEDESTRIAN  
USE ONLY.

A proposed order, presented by Alderman Hansen, reading as follows:

*Ordered*, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of that part of North Ogden Avenue opened for pedestrian use only; being 1 x 30 feet adjoining the

northwesterly line of North Ogden Avenue and the southwesterly line of the northwesterly/southeasterly 15 foot public alley northeasterly of North Lincoln Avenue for Dubin & Associates, Incorporated (File No. 33-43-93-1800); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Hansen 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 Hansen, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- CLARIFICATION OF NATURE OF STRUCTURES  
APROPOS TO ASTOR STREET  
HISTORIC DISTRICT.

Also, a proposed ordinance, presented by Alderman Hansen, to clarify that structures apropos to the Astor Street Historic District contain open unobstructed space in the rear yards behind the townhouses facing East Schiller Street, east of North Astor Street and west of the alley immediately west of 1400 North Lake Shore Drive so as to provide air and light to the landmark structures which surround said area, which was *Referred to the Committee on Historical Landmark Preservation*.

Presented By

**ALDERMAN HANSEN (44th Ward):**

*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT TO  
CONSTRUCT, MAINTAIN AND USE CANOPY AT  
2940 NORTH HALSTED STREET.

A proposed order authorizing the Director of Revenue to issue a permit to Industrial Paint and Supply Company, Inc. to construct, maintain and use one canopy to be attached to the building or structure at 2940 North Halsted Street, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN SCHULTER (47th Ward):**

*Referred --* EXEMPTION OF JOSEPH IMPORT AND DOMESTIC  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES  
FOR 1455 WEST IRVING PARK ROAD.

A proposed ordinance to exempt Joseph Import And Domestic from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1455 West Irving Park Road, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred --* AUTHORIZATION FOR ISSUANCE OF PERMIT  
TO CONSTRUCT, MAINTAIN AND USE CANOPY  
AT 4905 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Cardinal Wine and Spirits to construct, maintain and use one canopy to be

attached to the building or structure at 4905 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN M. SMITH (48th Ward):**

*Referred --* **CONSIDERATION FOR INSTALLATION OF  
ALLEYLIGHTS AT SPECIFIED LOCATIONS.**

Three proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which was *Referred to the Committee on Finance*, as follows:

5708 North Glenwood Avenue;

5715 North Glenwood Avenue; and

5907 North Magnolia Avenue.

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**5. FREE PERMITS, LICENSE FEE EXEMPTIONS,  
CANCELLATION OF WARRANTS FOR  
COLLECTION AND WATER  
RATE EXEMPTIONS,  
ET CETERA.**

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

**FREE PERMITS:*****BY ALDERMAN HAITHCOCK (2nd Ward):***

Project Rush (Teen Living Program) -- for rehabilitation of existing structure on the premises known as 3739 -- 3741 South Indiana Avenue.

***BY ALDERMAN BUCHANAN (10th Ward):***

Catholic Archdiocese of Chicago/Sacred Heart Church and School -- for construction of an addition to the school lunchroom on the premises known as 2900 East 96th Street.

***BY ALDERMAN RUGAI (19th Ward):***

Chicago Board of Education -- for construction of the new Cassell Elementary School Annex on the premises known as 11314 South Spaulding Avenue.

***BY ALDERMAN WOJCIK (35th Ward):***

Chicago Board of Education -- for construction of an addition to the Frank W. Reilly Elementary School on the premises known as 3650 West School Street.

**LICENSE FEE EXEMPTIONS:*****BY ALDERMAN OCASIO (26th Ward):***

Norwegian American Hospital, 1044 North Francisco Avenue.

***BY ALDERMAN BANKS (36th Ward):***

Bethesda Home and Retirement Center, 2833 North Nordica Avenue.

*BY ALDERMAN O'CONNOR (40th Ward):*

The Center for the Rehabilitation of Disabled Persons, 6610 North Clark Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN BLOOM (5th Ward):*

McCormick Theological Seminary, various locations -- boiler and unfired pressure vessels inspection fee, annual driveway inspection fee and semi-annual elevator inspection fees (3).

*BY ALDERMAN DIXON (8th Ward):*

Ada S. McKinley Community Service, 1112 East 87th Street -- annual driveway inspection fees.

*BY ALDERMAN HUELS (11th Ward):*

Spanish Coalition for Jobs, 2011 West Pershing Road -- annual driveway inspection fee.

*BY ALDERMAN BURKE (14th Ward):*

Misericordia Heart of Mercy, 2926 West 47th Street -- annual driveway inspection fee.

*BY ALDERMAN BANKS (36th Ward):*

Norwegian Lutheran Bethesda Home, doing business as Bethesda Home and Retirement Center, various locations -- annual driveway inspection fees.

*BY ALDERMAN ALLEN (38th Ward):*

Resurrection Hospital (formerly John F. Kennedy Hospital), various locations -- annual driveway inspection fees (2).

*BY ALDERMAN DOHERTY (41st Ward):*

Norwegian Old Peoples Home, 6074 North Avondale Avenue -- annual driveway inspection fee.

*BY ALDERMAN NATARUS (42nd Ward):*

Northwestern Memorial Hospital/Carriage House, 215 East Chicago Avenue -- annual pollution control inspection fee.

Northwestern Memorial Hospital, various locations -- annual driveway inspection fees (3).

Terra Museum of American Art, 114 East Erie Street -- annual driveway inspection fee.

**CANCELLATION OF WATER RATES:**

*BY ALDERMAN DOHERTY (41st Ward):*

Norwood Park Home, 6061 North Nina Avenue.

*BY ALDERMAN STONE (50th Ward):*

Congregation Cheses L'Avrohom, 6334 North Troy Street.



SENIOR CITIZEN SEWER REFUNDS:  
(\$50.00)

*BY ALDERMAN BLOOM (5th Ward):*

Smith, Annie  
Zellner, Arnold

*BY ALDERMAN DIXON (8th Ward):*

Adams, Richard	Brown, Rosa L.
Alexander, Melvina	Buckner, Magnolia
Allison, Birdie L.	Buick, Carrie
Andrews, Anna M.	Burke, Daisy
Archer, Margaret A.	Burney, Vivian
Atahalone, Henry	Burton, Annie M.
Bennet, Benjamin Sr.	Butler, Forest
Berry, Eugenia E.	Butler, Leona
Blackman, Ruby L.	Campana, Louis P.
Blackwell, Constance	Clay, Edward G.
Boozer, Clifton	Coggs, John H.
Bradshaw, Lillie M.	Conner, Fronnie N.
Brewster, Neddie	Cotton, Anna O.
Britton, T.C.	Crosby, Mary
Brown, Nadine M.	Cunningham, Frank

Daniel, Katie	Hartfield, John E.
Davis, Frances	Henderson, Rayvell L.
Davis, Lafayette	Howard, Alphonso
Denham, Leonard	Jenkins, Richard
Dixon, Mary	Johnson, Frank A.
Duplessis, Jessie	Johnson, Jennie M.
Earls, Debra	Johnson, Lawrence
El, Solomon B.	Johnson, Mildred
English, Eileen F.	Jones, Arletha
Felder, James T.	Jones, Blanche N.
Fitzpatrick, Robert	Jones, Henrietta L.
Forbes, Helen B.	Jones, Virgin
Franklin, Marguerite L.	Jordan, Frances
Gardner, Leroy C.	King, Ruth M.
Gillespie, George	King, Sybil I.
Gillispie, Louise	Kyles, Joseph H.
Gilmore, Juliette B.	Lambert, Edward
Green, Anne W.	Lanier, DeRoyce
Green, Helen	Lawson, Sadie E.
Grigsby, Laura	Lloyd, Sess
Guice, Verdell	Lomax, Leo
Harris, Martha R.	Lorthridge, Mary H.
Harris, Mattie	Marion, Delphine

Marshall, Robert E., Sr.	Ransome, Bennie L.
McCall, Vivian L.	Reed Mary D.
McCullar, John E.	Reese, Leon
McElroy, Corrie L.	Rivers Delphia L.
McIntyre, Violet D.	Robinson, Anne
McNulty, Louis J.	Robinson, Lynnelle
McRoberts, Earl	Rollings, Constance D.
Merrill, Gloria	Russell, Lessie M.
Mills, John A.	Samuels, Jean
Mitchem Myrtle C.	Sanders, Estella
Monford, Clevelynne M.	Sandifer, Rushell
Morton, Luther J.	Sandlin, Leroy
Netterville, Christine L.	Simmons, Rollins
Nevils, Tessie R.	Sims, Bernice
Newman, Leroy	Smith, Annie
Nicholson, Arthur F.	Smith, James
Oliver, JoAnne	Smith, Joseph L.
Oliver John H.	Smith, Vernon C.
Parks Gussie M.	Smothers, Marvel
Patrick, Hisako T.	Spicer, Mary L.
Patton, Howard	Stephens, Nellie W.
Payne Estella	Stewart, George R.
Porter, Leon C.	Tardy, Ethel

Taylor, Anna

Watkins, Lee

Taylor, Wayman

Wells, Revater

Terrie, Arthur J.

Whalen, Julia B.

Todd, Bessie A.

Wheeler, Julia

Townsend, Robert E.

White, Fannie M.

Verner, Marjorie M.

Williams, Minnie P.

Ward, Marie D.

Woods, Anna M.

Ward, Randle J.

Woolridge, Helen

Warren, Jimella

Wren, Jewel

Warren, Ruby

Zellner, Arnold

Washington, Fred

*BY ALDERMAN MADRZYK (13th Ward):*

Campana, Louis P.

*BY ALDERMAN SHILLER (46th Ward):*

Johnson, Lawrence

*BY ALDERMAN STONE (50th Ward):*

Robinson, Anne

**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (November 17, 1993).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 17, 1993, at 10:00 A.M., signed by him as such City Clerk.

Alderman Austin moved to *Correct* said printed Official Journal, as follows:

Page 42430 -- by deleting the amount "179,000 hrs." appearing in the first line adjacent to Code .9001 and inserting in lieu thereof the amount "204,000 hrs."

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as corrected, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**JOURNAL CORRECTIONS.**

(October 7, 1993)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Thursday, October 7, 1993, as follows:

Page 38464 -- by deleting the Permanent Index Real Estate Number "25-26-600-001-8019" appearing in the fifth line from the top of the page and inserting in lieu thereof the Permanent Index Real Estate Number "25-26-600-001-8017".

The motion to correct *Prevailed*.

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(September 15, 1993)

Alderman Austin moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, September 15, 1993, as follows:

Page 37757 -- by deleting the Account Number "0000" appearing in the eighteenth line from the top of the page and inserting in lieu thereof the Account Number "0300".

The motion to correct *Prevailed*.

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(October 2, 1991)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 2, 1991, as follows:

Page 6200 -- by deleting in their entirety the third through eighth lines from the top of the page and inserting in lieu thereof the following:

The south 43 feet of Lot 2 and the north 1 foot of Lot 3 in County Clerk's Division of Lot 5 and the south 129 feet of Lot 6 in Block 15 of Skinner and Judd's Subdivision of the northeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as 6639 -- 6641 South Prairie Avenue.

Permanent Index Number 20-21-218-014.

The motion to correct *Prevailed*.

**UNFINISHED BUSINESS.**

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**AMENDMENT TO 1994 ANNUAL APPROPRIATION ORDINANCE,  
AS AMENDED, REGARDING PAYMENTS TO INDEPENDENT  
UTILIZATION MEDICAL REVIEWER.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on the Budget and Government Operations, deferred and published in the Journal of the Proceedings of November 17, 1993, pages 42997 through 43011, recommending that the City Council pass the proposed ordinance, as amended, regarding payments to the Independent Utilization Medical Reviewer.

Aldermen Austin, Madrzyk, Natarus and Stone moved to substitute a new Exhibit "A" for the exhibit which was deferred and published. The motion to *Substitute Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Austin, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

*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 Annual Appropriation Ordinance for the Year 1994, 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 reads as follows:

*Exhibit "A".*

*Amendments To The 1994 Annual Appropriation Ordinance.*

Code	Department And Item	Strike No. Amount	Insert No. Amount
<b>100 -- Corporate Fund</b>			
	99/1005		
	Finance General Other Operating Expenses		
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees	\$106,185,067	
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		\$106,185,067



Code	Department And Item	Strike No. Amount	Insert No. Amount
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**171 -- Environmental Control Fund**

99/1005

.0042	Finance General Other Operating Expenses Costs of claims and administration for hospital and medical care provided to eligible employees	\$21,770	
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		\$21,770

**200 -- Water Fund**

99/1005

.0042	Finance General Other Operating Expenses  Costs of claims and administration for hospital and medical care provided to eligible employees	\$8,526,506	
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12/1/93

## UNFINISHED BUSINESS

43679

Code	Department And Item	Strike No. Amount	Insert No. Amount
<b>200 -- Water Fund</b>			
	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		
.0042			\$8,526,506
<b>292 -- Pavement Restoration And Inspection Fund</b>			
99/1005			
	Finance General Other Operating Expenses		
	Costs of claims and administration for hospital and medical care provided to eligible employees		
.0042		\$122,978	
	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		
.0042			\$122,978

Code	Department And Item	Strike No. Amount	Insert No. Amount
<b>300 -- Vehicle Tax Fund</b>			
99/1005			
Finance General Other Operating Expenses			
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees	\$4,700,510	
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		\$4,700,510
<b>314 -- Sewer Fund</b>			
99/1005			
Finance General Other Operating Expenses			
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees	\$4,030,961	

Code	Department And Item	Strike No. Amount	Insert No. Amount
<b>314 -- Sewer Fund</b>			
	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		
.0042			\$4,030,961
<b>346 -- Library Fund -- Maintenance And Operation</b>			
99/1005			
	Finance General Other Operating Expenses		
	Costs of claims and administration for hospital and medical care provided to eligible employees		
.0042		\$3,703,018	
	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		
.0042			\$3,703,018

Code	Department And Item	Strike No. Amount	Insert No. Amount
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**355 -- Municipal Hotel Operators' Occupation Tax Fund**

99/1005

Finance General  
Other Operating Expenses

.0042	Costs of claims and administration for hospital and medical care provided to eligible employees	\$245,957	
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.0042	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		\$245,957
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**610 -- Midway Airport Fund**

99/1005

Finance General  
Other Operating Expenses

.0042	Costs of claims and administration for hospital and medical care provided to eligible employees	\$1,038,485	
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Code	Department And Item	Strike No. Amount	Insert No. Amount
<b>610 -- Midway Airport Fund</b>			
	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		
.0042			\$1,038,485
<b>701 -- Calumet Skyway Revenue Fund</b>			
	99/1005		
	Finance General Other Operating Expenses		
	Costs of claims and administration for hospital and medical care provided to eligible employees		
.0042		\$314,278	
	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		
.0042			\$314,278

Code	Department And Item	Strike No. Amount	Insert No. Amount
<b>740 -- Chicago O'Hare International Airport Revenue Fund</b>			
99/1005			
Finance General			
Other Operating Expenses			
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees	\$7,706,650	
.0042	Costs of claims and administration for hospital and medical care provided to eligible employees; provided, however, that all payments to the independent utilization reviewer shall be subject to the approval of the Chairman of the Committee on the Budget and Government Operations		\$7,706,650

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**MISCELLANEOUS BUSINESS.**

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**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 first (1st) day of December, 1993, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fifteenth (15th) day of December, 1993, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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

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### 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 15, 1993 at 10:00 A.M., in the Council Chambers in City Hall.



ERNEST R. WISH,  
City Clerk.



