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

Regular Meeting--Wednesday, November 15, 1995

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Continued From Volume I

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Rules Suspended -- AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, PROJECT AND REFUNDING SERIES 1995B.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to consider the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 8, 1995, pages 10173 through 10205, recommending that the City Council pass a proposed ordinance authorizing the issuance of City of Chicago General Obligation Bonds, Project and Refunding Series 1995B. The motion *Prevailed.*

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has heretofore issued its One Hundred Sixty-nine Million Five Hundred Thousand Dollar ($169,500,000) General Obligation Adjustable Rate Bonds, Project Series of 1985, which are currently outstanding in the aggregate principal amount of One Hundred Forty-four Million Eight Hundred Thousand Dollars ($144,800,000) (the "Prior Bonds"), are binding legal obligations of the City, bear interest at variable and adjustable rates (as provided in the proceedings authorizing the Prior Bonds) and mature (subject to optional and mandatory redemption as provided in the proceedings authorizing the Prior Bonds) on January 1, 2010; and

WHEREAS, It is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to authorize the refunding of all or a portion of the Prior Bonds to achieve debt service savings for the City and to restructure the debt service of the City, the Prior Bonds to be refunded to be selected by the chief financial officer (as hereinafter defined) as provided in Section 12 hereof; and

WHEREAS, The cost of refunding the Prior Bonds as described above is estimated to be not more than One Hundred Forty-seven Million Five Hundred Thousand Dollars ($147,500,000), and the City expects to pay such cost by borrowing such money and issuing its bonds in evidence thereof as hereinafter provided; and

WHEREAS, It is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to finance (i) public right-of-way infrastructure improvements in City neighborhoods, including residential street and alley improvements, sidewalk replacement, curb and gutter repairs and vaulted sidewalk rehabilitation; (ii) infrastructure improvements to enhance the development of economic activity, including industrial street and corridor improvements, commercial streetscaping, median landscaping and hazardous building demolition; (iii) major transportation improvements, including arterial street resurfacing, bridge and other structural repairs, traffic signal modernization, new traffic signal installation and median construction; and (iv) improvements to municipal facilities, including fire stations, police stations, libraries, streets and sanitation facilities, health centers, human service centers and fleet management facilities (the "Capital Improvement Program"); and

WHEREAS, The cost of the Capital Improvement Program is estimated to be not less than One Hundred Sixty Million Dollars ($160,000,000), and the City expects to pay such costs by borrowing such money and issuing its bonds in evidence thereof as hereinafter provided; and

WHEREAS, The City has determined that it is advisable and necessary at this time to authorize the borrowing of the sum necessary for the purposes of (i) refunding all or a portion of the Prior Bonds, (ii) paying costs of the Capital Improvement Program, including capitalizing such interest on the bonds herein authorized for said purpose as may be necessary, and (iii) paying the expense of issuing the bonds herein authorized for the purposes described herein, and in evidence thereof to authorize the issuance of its General Obligation Bonds, Project and Refunding Series 1995B (the "Bonds"), 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 Bonds; now, therefore;

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

SECTION 1. The City Council, after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice and in accordance with the findings and recommendations of such Committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. There shall be borrowed on the credit of and for and on behalf of the City the sum of not to exceed Three Hundred Seven Million Five Hundred Thousand Dollars ($307,500,000) plus an amount equal to the

amount of any original issue discount used in the marketing of the Bonds (not to exceed ten percent (10%) of the principal amount thereof) for the purposes aforesaid; that Bonds of the City shall be issued from time to time in said aggregate amount, or such lesser amount, as may be determined by the chief financial officer of the City appointed by the Mayor or, if there is no such officer then holding said office, the City Comptroller (such officer being referred to herein as the "Chief Financial Officer").

All or any portion of the Bonds may be issued as Bonds payable in one payment on a fixed date ("Capital Appreciation Bonds"). Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the bank or trust company designated by the Chief Financial Officer, or its successor as bond registrar and paying agent (the "Bond Registrar"), and shall be in denominations equal to the Original Principal Amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such Original Principal Amount representing Compound Accreted Value at maturity (the "Maturity Amount") of Five Thousand Dollars ($5,000) or any integral multiple thereof (but no single Bond shall represent Compound Accreted Value maturing on more than one date). As used herein, the "Compound Accreted Value" of a Bond on any date of determination shall be an amount equal to the Original Principal Amount (or integral multiple thereof) plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond (the "Yield to Maturity"). Any Capital Appreciation Bonds shall mature on January 1 of each of the years within the limitations set forth below.

Any Bonds not issued initially as Capital Appreciation Bonds (the "Current Interest Bonds") shall be dated such date as shall be agreed upon by the Chief Financial Officer and the purchasers of the Bonds, shall be in fully registered form, shall be in denominations of Five Thousand Dollars ($5,000) each and any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the "Convertible CABs") at such time following the initial issuance as shall be approved by the Chief Financial Officer. While in the form of Capital Appreciation Bonds, such Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Current Interest Bonds. The terms and provisions relating to the transfer and exchange of Convertible CABs for Current Interest Bonds shall be as approved by the Chief Financial Officer at the time of sale of the Convertible CABs.

The Bonds shall become due and payable on or before January 1, 2025.

The aggregate of (a) the principal amount of the Current Interest Bonds payable, whether at maturity or by virtue of mandatory redemption, on any January 1 (after taking into account prior required mandatory redemptions of such Current Interest Bonds) and the interest to accrue thereon for the one (1) year period ending on such January 1 (or such longer or shorter period from the date of issuance of such Current Interest Bonds) and (b) the Maturity Amount of any Capital Appreciation Bond payable on such January 1, shall not exceed the applicable amount levied therefor herein. The Current Interest Bonds shall bear interest at a rate or rates and the Capital Appreciation Bonds shall have Yields to Maturity not to exceed ten percent (10%) per annum.

Each Capital Appreciation Bond shall bear interest from its date at the rate per annum compounded semiannually on each January 1 and July 1, commencing on such January 1 or July 1 as determined by the Chief Financial Officer at the time of sale of such Capital Appreciation Bonds, which will produce the Yield to Maturity until the maturity date thereof. Interest on the Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof.

Each Current Interest Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) being payable on the first (1st) days of January and July of each year, commencing on such January 1 or July 1, as determined by the Chief Financial Officer at the time of the sale of any of the Current Interest Bonds. Interest on each Current Interest Bond shall be paid to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day of the month next preceding the interest payment date, by check or draft of the Bond Registrar, or, at the option of any registered owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Current Interest Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the registered owner of such Bonds shall request in writing to the Bond Registrar.

The Compound Accreted Value of the Capital Appreciation Bonds, the principal of the Current Interest Bonds and any redemption premium shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the principal corporate trust office of the Bond Registrar.

Each of the Bonds shall be designated "General Obligation Bond, Project and Refunding Series 1995B", with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer at the time of the sale of the Bonds to reflect the purpose of the issue, the order of sale of the Bonds, whether the Bonds are Capital Appreciation Bonds or Current Interest Bonds and any other authorized features of the Bonds determined

by the Chief Financial Officer as desirable to be reflected in the title of the Bonds being issued and sold.

The seal of the City shall be affixed to or printed on each of the Bonds, and the Bonds shall be executed by the manual or facsimile signature of the Mayor and the Chief Financial Officer and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 3. (a) Registration and Transfer. The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal corporate trust office of the Bond Registrar, as the registrar for the City in connection with the Bonds. The City is authorized to prepare multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or its attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees (a) in the case of any Capital Appreciation Bond, a new fully registered Capital Appreciation Bond or Bonds of the same maturity of authorized denominations, for a like aggregate Original Principal Amount of Capital Appreciation Bond or Bonds of the same maturity of other authorized denominations, or (b) in the case of any Current Interest Bond, a new fully registered Current Interest Bond or Bonds of the same interest rate and maturity of authorized denominations, for a like aggregate principal amount. Any Capital Appreciation Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate Original Principal Amount of Capital Appreciation Bond or Bonds of the same maturity of other authorized denominations. Any fully registered Current Interest

Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Current Interest Bond or Bonds of the same interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, (a) the aggregate Original Principal Amount of outstanding Capital Appreciation Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized aggregate Original Principal Amount of Capital Appreciation Bonds of such maturity less previous retirements and (b) the principal amount of outstanding Current Interest Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Current Interest Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange (a) any Capital Appreciation Bond after the close of business on the fifteenth (15th) day of the calendar month next preceding the maturity date for such Bond, (b) any Current Interest Bond during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, (c) any Bond after notice calling such Bond for redemption has been mailed, or (d) any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the Compound Accreted Value of principal of, redemption premium, if any, or interest on any Bond, as appropriate, shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. In the event any of the Bonds are registered in the name of a securities depository which uses a book-entry system, the standing of the registered owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Book-Entry Only System. If so determined and directed by the Chief Financial Officer in connection with the sale of any of the Bonds, the Bonds may be issued in book-entry only form. In connection with the issuance of Bonds in book-entry only form, the Chief Financial Officer is authorized to

execute and deliver to the book-entry depository selected by the Chief Financial Officer such depository's standard form of representation letter.

(c) Bonds Lost, Destroyed, etc.. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Bond Registrar may authenticate a new Bond of like date, maturity date, interest rate, denomination and Original Principal Amount (in the case of Capital Appreciation Bonds) or principal amount (in the case of Current Interest Bonds) and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Bond Registrar evidence of such loss or destruction, together with indemnification of the City and the Bond Registrar, satisfactory to such Bond Registrar. In the event any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to the Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Bond, the Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) Redemption. The Bonds are redeemable prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Current Interest Bonds being redeemed and expressed as a percentage of the Compound Accreted Value of Capital Appreciation Bonds to be redeemed) not to exceed one hundred three percent (103%), plus, in the case of Current Interest Bonds, accrued interest to the date of redemption, as determined by the Chief Financial Officer at the time of the sale thereof. If less than all of the outstanding Bonds are to be optionally redeemed, the Bonds to be called shall be called from such maturities as may be determined by the City and if less than all of a single maturity is so redeemed, then by lot within a maturity in the manner hereinafter provided. Certain of the Current Interest Bonds may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, as determined by the Chief Financial Officer at the time of the sale thereof.

The Current Interest Bonds shall be redeemed only in the principal amount of Five Thousand Dollars ($5,000) each and integral multiples thereof and the Capital Appreciation Bonds shall be redeemed only in amounts representing Five Thousand Dollars ($5,000) Maturity Amount and integral multiples thereof. In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount or Maturity Amount (as appropriate) thereof to be redeemed shall be Five Thousand Dollars ($5,000) or an integral multiple thereof and the Bond Registrar shall

assign to each Bond of such maturity a distinctive number for each Five Thousand Dollars ($5,000) principal amount or Maturity Amount (as appropriate) of such Bond and shall select by lot from the numbers so assigned as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the principal amount or Maturity Amount (as appropriate) of such Bonds to be redeemed. The Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount or Maturity Amount (as appropriate) of each Bond shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount or Maturity Amount (as appropriate) of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions thereof to be redeemed shall be selected not more than sixty (60) days prior to the redemption date by the Bond Registrar.

In connection with any mandatory redemption of Bonds as authorized above, the principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Chief Financial Officer may determine. In addition, on or prior to the sixtieth (60th) day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Chief Financial Officer shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be canceled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date.

The Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount or Maturity Amount (as appropriate) thereof to be redeemed.

SECTION 4. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than forty-five (45) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue or compound from and after said date;

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar; and

(6) such other information as shall be deemed necessary by the Bond Registrar at the time such notice is given to comply with law, regulation or industry standard.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear, accrue or compound interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption (i) of any Current Interest Bond, there shall be prepared for the registered owner a new Current Interest Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal or (ii) of any Capital Appreciation Bond, there shall be prepared for the registered owner a new Capital Appreciation Bond or Bonds of the same Yield to Maturity and maturity date in the amount of the unpaid Maturity Amount.

If any Current Interest Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Current Interest Bond, or portion thereof, so called for redemption. If

any Capital Appreciation Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the Compound Accreted Value at such redemption date shall continue to accrue interest from such redemption date at the Yield to Maturity borne by the Capital Appreciation Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

SECTION 5. The Capital Appreciation Bonds and the Current Interest Bonds shall be prepared in substantially the following forms with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Bonds pursuant to Section 12 hereof; provided, however, that if the text of any Bond is to be printed in its entirety on the front side of such Bond, then the text shown or appearing on the reverse side of such Bond shall replace paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted.

[Form Of Capital Appreciation Bond -- Front Side]

Registered
No. _____

$_____
Compound Accreted
Value At Maturity
("Maturity Amount")

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond

Project And Refunding Series 1995B.

See Reverse Side
For Additional
Provisions

Maturity Date	Original Yield To Maturity	Original Principal Amount Per $5,000 Maturity Amount	Dated Date	C.U.S.I.P.

Registered Owner:

[1] The City of Chicago (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Maturity Amount identified above. The amount of interest payable on this Bond on the Maturity Date hereof is the amount of interest accrued from the Dated Date hereof at a semiannual compounding rate necessary to produce the Original Yield to Maturity set forth above, compounded semiannually on each January 1 and July 1, commencing _____ 1, 199__. The Maturity Amount of this Bond is payable in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of _____, Chicago, Illinois, or its successor, as bond registrar and paying agent (the "Bond Registrar"). The Compound Accreted Value of this Bond per Five Thousand Dollars ($5,000) Maturity Amount on January 1 and July 1 of each year, commencing _____ 1, 199__, determined by the semiannual compounding described in this paragraph shall be as set forth in the Table of Compound Accreted Value per Five Thousand Dollars ($5,000) of Compound Accreted Value at Maturity on the reverse side hereof.

[2] Reference is hereby made to the further provisions of this Bond 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.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the Maturity Amount hereof at maturity, subject to the provisions of the Tax Limitation Ordinance (as defined herein).

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, Said City of Chicago by its City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signatures of the Mayor and Chief Financial Officer and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor,
City of Chicago

Attest:

(Facsimile Signature)
City Clerk,
City of Chicago

(Facsimile Signature)
Chief Financial Officer,
City of Chicago

Date of Authentication: _____, _____.

Certificate Of Authentication.

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Project and Refunding Series 1995B, of the City of Chicago.

By: (Manual Signature)
Authorized Officer

[Form Of Capital Appreciation Bond -- Reverse Side]

City Of Chicago

General Obligation Bond,

Project And Refunding Series 1995B.

[6] For the prompt payment of the Maturity Amount of this Bond as the same becomes due, and for the levy of taxes sufficient for that purpose, the

full faith, credit and resources of the City are hereby irrevocably pledged, except to the extent that the City's authority to levy property taxes in any year is limited by the provisions of the Chicago Property Tax Limitation Ordinance, adopted by the City Council of the City on March 8, 1993, as heretofore or hereafter amended (the "Tax Limitation Ordinance").

[7] This Bond is one of a series of Bonds aggregating the original principal amount of $_____ issued pursuant to the constitutional home rule powers of the City for the purposes of (i) refunding all or a portion of the City's currently outstanding General Obligation Adjustable Rate Bonds, Project Series of 1985, (ii) paying the costs of the Capital Improvement Program described in the hereinafter-defined Bond Ordinance, and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council on November ____, 1995 (the "Bond Ordinance").

[8] The Bonds maturing on or after January 1, _____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, _____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the Compound Accreted Value of the Bonds to be redeemed) set forth below:

Dates Of Redemption	Redemption Price

[9] In the event of the redemption of less than all the Bonds of like maturity, the aggregate Maturity Amount thereof to be redeemed shall be Five Thousand Dollars ($5,000) or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each Five Thousand Dollar ($5,000) Maturity Amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the Maturity Amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the Maturity Amount of each Bond shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected.

[10] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bonds. When so called for redemption, this Bond will cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[11] This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same maturity and for the same aggregate Original Principal Amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding the Maturity Date for this Bond, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

[12] The Bonds are issued in fully registered form in Original Principal Amounts representing Five Thousand Dollars ($5,000) Maturity Amount or any integral multiple thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate Original Principal Amount of Bonds of the same maturity, upon the terms set forth in the Bond Ordinance.

[13] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the Maturity Amount hereof and redemption premium, if any, hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * * * *

Table Of Compound Accreted Value Per $5,000 Of Compound Accreted Value At Maturity.

* * * * *

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto

_____

_____
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature guaranteed: _____

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[Form Of Current Interest Bond -- Front Side]

Registered
No. _____

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond

Project And Refunding Series 1995B.

See Reverse Side
For Additional
Provisions

Interest Rate: ____% Maturity Date: January 1, ____ Dated Date: ____, 199__ C.U.S.I.P.: ___

Registered Owner:

Principal Amount:

[1] The City of Chicago (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assignee as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each year commencing _____ 1, 199__, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of _____, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the fifteenth (15th) day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of One Million Dollars ($1,000,000) or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United

States as the Registered Owner hereof shall request in writing to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond 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.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity, subject to the provisions of the Tax Limitation Ordinance (as defined herein).

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, Said City of Chicago, by its City Council, has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signatures of the Mayor and Chief Financial Officer and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor,
City of Chicago

Attest:

(Facsimile Signature)
City Clerk,
City of Chicago

(Facsimile Signature)
Chief Financial Officer,
City of Chicago

Date of Authentication _____, _____.

Certification Of Authentication.

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Project and Refunding Series 1995B, of the City of Chicago.

By: _____ (Manual Signature)
Authorized Officer

[Form Of Current Interest Bond -- Reverse Side]

City Of Chicago

General Obligation Bond

Project And Refunding Series 1995B.

[6] For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged, except to the extent that the City's authority to levy property taxes in any year is limited by the provisions of the Chicago Property Tax Limitation Ordinance, adopted by the City Council of the City on March 8, 1993, as heretofore or hereafter amended (the "Tax Limitation Ordinance").

[7] This Bond is one of a series of Bonds aggregating the principal amount of $_____ issued pursuant to the constitutional home rule powers of the City for the purposes of (i) refunding all or a portion of the City's currently outstanding General Obligation Adjustable Rate Bonds, Project Series of 1985, (ii) paying costs of the Capital Improvement Program described in the hereinafter-defined Bond Ordinance, and (iii) paying expenses incidental to the issuance of the Bonds and was authorized by an ordinance adopted by the City Council on November _____, 1995 (the "Bond Ordinance").

[8] The Bonds maturing on or after January 1, ____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, ____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a

single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Date Of Redemption	Redemption Price

[9] The Bonds maturing on January 1, _____, are subject to mandatory redemption prior to maturity on January 1 of the years _____ to _____, inclusive, and the Bonds maturing on January 1, _____, are subject to mandatory redemption prior to maturity on January 1 of the years _____ to _____, inclusive, in each case at par and accrued interest to the date fixed for redemption.

[10] In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount thereof to be redeemed shall be Five Thousand Dollars ($5,000) or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each Five Thousand Dollar ($5,000) principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at Five Thousand Dollars ($5,000) for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal Five Thousand Dollars ($5,000) for each number assigned to it and so selected.

[11] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[12] This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the

manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date for this Bond and ending on such interest payment date, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

[13] The Bonds are issued in fully registered form in the denomination of Five Thousand Dollars ($5,000) each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[14] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature guaranteed: _____

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 6. Each Bond shall be a direct and general obligation of the City for the payment of which (as to Compound Accreted Value, principal, interest and redemption premium, if any, as appropriate) the City pledges its full faith and credit, except to the extent that the City's authority to levy property taxes in any year is limited by the provisions of the Chicago Property Tax Limitation Ordinance, adopted by the City Council on March 8, 1993, as heretofore or hereafter amended. Each Bond shall be payable (as to Compound Accreted Value, principal, interest and redemption premium, if any, as appropriate) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 7 hereof).

SECTION 7. For the purpose of providing the funds required to pay the principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds) promptly as the same become due, there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of:	
1995	$ -0-	for interest and principal up to and including January 1, 1997
1996	22,944,478	for interest and principal
1997	22,943,135	for interest and principal
1998	22,944,895	for interest and principal
1999	22,945,630	for interest and principal
2000	22,939,130	for interest and principal

For The Year	A Tax Sufficient To Produce The Sum Of:	
2001	$22,939,395	for interest and principal
2002	22,944,615	for interest and principal
2003	22,942,905	for interest and principal
2004	22,942,845	for interest and principal
2005	22,944,053	for interest and principal
2006	22,942,338	for interest and principal
2007	22,940,513	for interest and principal
2008	22,941,023	for interest and principal
2009	27,125,925	for interest and principal
2010	27,123,980	for interest and principal
2011	27,127,300	for interest and principal
2012	27,126,405	for interest and principal
2013	27,127,035	for interest and principal
2014	27,127,525	for interest and principal
2015	27,131,520	for interest and principal
2016	27,130,270	for interest and principal
2017	27,124,680	for interest and principal
2018	27,125,340	for interest and principal
2019	12,126,895	for interest and principal
2020	12,123,990	for interest and principal
2021	12,125,805	for interest and principal
2022	12,124,820	for interest and principal
2023	12,128,830	for interest and principal

; provided, that the levies set forth above shall be reduced and abated by the Chief Financial Officer in connection with the sale of the Bonds as provided in Section 12 hereof.

The term "Pledged Taxes" shall mean the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Bonds and the proceeds of taxes levied for the year 1995 for the payment of the Prior Bonds to the extent such tax collections are not necessary for the payment of the Prior Bonds due to the refunding thereof as authorized herein, and the term "Pledged Taxes" shall also include any amounts deposited into the hereinafter defined Bond Fund or deposited with the hereinafter described Escrow Agent by the Chief Financial Officer for the purpose of paying principal of and interest on the Bonds and any accrued interest received and deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established pursuant to Section 9 hereof.

SECTION 8. The City shall appropriate amounts sufficient to pay principal of and interest on the Bonds for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this section, 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 the City Council.

SECTION 9. The Chief Financial Officer is authorized to establish a special account, if determined to be necessary in connection with the sale of any of the Bonds, separate and segregated from all other funds and accounts of the City, which shall either be (i) held by the Chief Financial Officer (the "Bond Fund") or (ii) maintained with a bank or trust company to be designated by the Chief Financial Officer (the "Ad Valorem Tax Escrow Account"), pursuant to an escrow agreement (the "Ad Valorem Tax Escrow Agreement"), between the City and the Escrow Agent named therein (the "Ad Valorem Tax Escrow Agent"), and the Mayor, the Chief Financial Officer and the City Clerk, or any of them, are hereby authorized to execute and deliver an Ad Valorem Tax Escrow Agreement in connection with any sale of the Bonds in such form as the officers so executing may deem appropriate in accordance with the provisions of this ordinance.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, such Ad Valorem Tax Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of such taxes directly into the Ad Valorem Tax Escrow Account, if such Account has been created.

SECTION 10. In the event that the Pledged Taxes to be applied to the payment of the Bonds are not available in time to make any payments of principal of or interest on the Bonds when due, then the fiscal officers of the City are hereby directed to make such payments from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such Pledged

Taxes and when the proceeds thereof 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 the principal of and interest on the Bonds as the same become due.

SECTION 11. A copy of this ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1995, to and including 2023, 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.

A copy of this ordinance, duly certified by the City Clerk, shall also be filed with the Ad Valorem Tax Escrow Agent, if any, the Bond Registrar, and if the County Collectors of Cook and DuPage Counties are authorized to deposit the proceeds of the taxes levied pursuant to Section 7 hereof directly with the Ad Valorem Tax Escrow Agent pursuant to Section 9 hereof, with such County Collectors.

SECTION 12. The Chief Financial Officer is hereby authorized to sell all or any portion of the Bonds from time to time, with the concurrence of the Chairman of the Committee on Finance of the City Council, on such terms as he may deem to be in the best interests of the City; provided that the principal amount of and the interest on the Bonds sold of each maturity (after taking into account mandatory redemptions) shall not exceed the amount levied therefor as specified in Section 7 hereof. The Bonds may be sold from time to time as the Chief Financial Officer shall determine that the proceeds of such sales are needed.

Subsequent to each such sale, the Chief Financial Officer shall file in the office of the City Clerk a notification of sale directed to the City Council identifying the underwriters of the Bonds (the "Underwriters") and the Bond Registrar, the terms of the sale, the amount of the Bonds being sold as Capital Appreciation Bonds and the amount of the Bonds being sold as Current Interest Bonds, the Bonds being sold as Convertible CABs and the terms and provisions relating to the transfer and exchange of Convertible CABs for Current Interest Bonds, the date of the Bonds sold, the aggregate principal amount of Bonds sold, the particular Prior Bonds to be refunded with proceeds of the Bonds (provided, that in the event fewer than all of the Prior Bonds are selected for redemption, such Prior Bonds shall be selected by the Chief Financial Officer so as to achieve debt service savings), the disposition of the taxes levied for the year 1995 for the payment of the Prior Bonds as authorized by Section 15 hereof, the principal amount of Bonds maturing and mandatorily redeemable in each year, the optional redemption provisions applicable to the Bonds sold, the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds being sold, a table of Compound Accreted Values per Five Thousand Dollars

($5,000) Compounded Accreted Value at Maturity for any Capital Appreciation Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond on each semiannual compounding date, the interest rate or rates on the Current Interest Bonds sold, and the information regarding the title of the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the purchaser or purchasers in accordance with the terms of sale.

The Chief Financial Officer is hereby authorized and directed to cause all necessary notices of redemption of the Prior Bonds selected for refunding as provided above in accordance with the terms of the ordinance authorizing the Prior Bonds.

The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver a contract of purchase with respect to each sale of all or a portion of the Bonds in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The compensation paid to the Underwriters in connection with any sale of Bonds shall not exceed three percent (3%) of the principal amount of the Bonds being sold.

In connection with any sale of the Bonds, the Chief Financial Officer is hereby authorized to obtain a policy of bond insurance from a recognized bond insurer selected by the Chief Financial Officer, if said Chief Financial Officer determines such bond insurance to be desirable in connection with such sale of the Bonds. The Chief Financial Officer may, on behalf of the City, make covenants with such bond insurer that are not inconsistent with the provisions of this ordinance and are necessary to carry out the purposes of this ordinance.

In connection with any sale of the Bonds, the Mayor or the Chief Financial Officer is hereby authorized to obtain a letter of credit, line of credit or similar credit facility (each herein called a "Credit Facility") with one or more financial institutions. The Mayor or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the City in connection with the sale of general obligation bonds or notes, but with such revisions in text as the Mayor or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the Mayor or the Chief Financial Officer to evidence this City Council's approval of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed three-quarters of one percent (.75%) of the average principal amount of such Bonds outstanding during such annual period. The final form of reimbursement

agreement entered into by the City with respect to the Bonds shall be attached to the notification of sale filed with the City Clerk pursuant to this section. Each such promissory note shall be a general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources, except to the extent that the City's authority to levy property taxes in any year is limited by the Tax Limitation Ordinance. Each such promissory note shall bear interest at a rate not exceeding fifteen percent (15%) per annum. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement, under the seal of the City affixed and attached by the City Clerk or the Deputy City Clerk.

In the event that a portion of the Bonds are sold in any year (after taking into account mandatory redemptions) so as to require the levy of taxes in such year less than the amount specified therefor in Section 7 hereof, then the Chief Financial Officer shall, on or prior to December 31 of such year, notify the City Council of the amount of reduction in the amount levied in Section 7 hereof for such year resulting from such sale with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, the Chief Financial Officer shall file in the respective offices of the County Clerks certificates of tax abatement for the year. In the event that upon the final sale of the Bonds, such Bonds have been sold (after taking into account mandatory redemptions) so as to require the levy of taxes in that year or any succeeding year less than the amount specified therefor in Section 7 hereof, then the Chief Financial Officer shall include, in the final notification of sale to the City Council described in the first paragraph of this Section 12, the amount of reduction in the amount levied in Section 7 hereof for that year and any succeeding year resulting from such sale with lesser maturities (after taking into account mandatory redemption) or lesser payments of interest, and, in addition, the Chief Financial Officer shall file in the respective offices of the County Clerks certificates of tax abatement for such year or years. In the event any of the Bonds are not to be sold and issued as provided herein, the corresponding taxes herein levied to pay debt service thereon shall be abated in full. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to Section 7 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the then-current sale of the Bonds or the non-issuance thereof, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

The preparation, use and distribution of a preliminary official statement and an official statement relating to each sale and issuance of the Bonds are hereby ratified and approved. The Mayor and Chief Financial Officer are each hereby authorized to execute and deliver an official statement relating to each sale and issuance of the Bonds on behalf of the City. The preliminary official statement and official statement herein authorized shall be in substantially the forms previously used for general obligation financings of

the City with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the City and the parties to the financing.

The Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15(c)2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

The Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the purchasers in accordance with the terms of sale.

SECTION 13. The proceeds from the sale of any of the Bonds shall be used as follows:

(a) The sum representing the accrued interest received from any such sale shall be used to pay the first interest becoming due on the Bonds sold, and to that end, shall be deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established.

(b) From the sale proceeds derived from time to time of the Bonds, (i) such sum as may be determined by the Chief Financial Officer to be necessary to pay not more than three (3) years of interest on the Bonds issued to pay costs of the Capital Improvement Program may be used to pay such interest, and to that end, may be deposited in the Ad Valorem Tax Escrow Account, if established, (ii) the sum determined by the Chief Financial Officer to be necessary to pay the costs of the Capital Improvement Program shall be set aside, held and invested at the direction of the Chief Financial Officer as separate funds of the City pending such payment, and (iii) the sum determined by the Chief Financial Officer to be sufficient to pay the Prior

Bonds being refunded at or prior to their respective maturities, at a price of par, the applicable redemption premium and accrued interest thereon up to and including said redemption or maturity dates shall be deposited into the debt service fund established for the Prior Bonds or into a "Refunded Bonds Escrow Account" to be held by a bank or trust company to be designated by the Chief Financial Officer pursuant to the terms of an escrow agreement (the "Refunding Escrow Agreement"), and the Mayor, the Chief Financial Officer and the City Clerk, or any of them, are hereby authorized to execute and deliver the Refunding Escrow Agreement in such form as the officer so executing shall deem appropriate to effect the refunding described in this paragraph. Notwithstanding any provision of the Municipal Code of Chicago, investments acquired with proceeds of the Bonds or investment income thereon may mature within two (2) years from the date of acquisition.

(c) From the sale proceeds of the Bonds not applied as provided in paragraphs (a) and (b), above, the amount deemed necessary by the Chief Financial Officer shall be applied to the payment of the costs of issuance of the Bonds, including the premium or fee for bond insurance or other credit enhancement, if any, and any unexpended portion of the sale proceeds shall be paid to the City.

SECTION 14. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the Chief Financial Officer, the purpose of which is to reduce the City's interest cost with respect to the Bonds, or to reduce the City's exposure to fluctuations in the interest rate or rates payable on the Bonds 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 the Bonds 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 either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the 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 thereof. 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 14 shall limit or restrict the authority of the Mayor or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

SECTION 15. The taxes levied for the year 1995 for the payment of the Prior Bonds may, at the direction of the Chief Financial Officer (i) be collected and applied to the payment of the Bonds, (ii) be collected and applied to the payment of the costs of any capital projects for which funds have been lawfully appropriated, or (iii) be abated. The Chief Financial Officer is hereby directed to prepare and file with the County Clerks of the Counties of Cook and DuPage, Illinois, a certificate of reduction of taxes heretofore levied for the payment of the Prior Bonds selected for refunding by the Chief Financial Officer as provided in Sections 12 and 13 hereof and directing the abatement of the taxes heretofore levied to pay the Prior Bonds being refunded, including the taxes levied for the year 1995 if so determined by the Chief Financial Officer as provided in the preceding sentence.

SECTION 16. The City covenants that it will take no action in the investment of the proceeds of the Bonds which would result in making the interest payable on any of the Bonds subject to federal income taxes by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as heretofore or hereafter amended (the "Code").

The City further covenants that it will act with respect to the proceeds of the Bonds, the earnings on the proceeds of the Bonds and any other moneys on deposit in any fund or account maintained in respect of the Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on the Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code, or any successor Internal Revenue Code of the United States of America. The Chief Financial Officer is hereby authorized to execute such agreements as shall be necessary, in the opinion of nationally recognized bond counsel, to evidence the City's compliance with the covenants contained in this paragraph.

SECTION 17. This ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Bonds, including, but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 18. The Mayor and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the Chief Financial Officer pursuant to this ordinance and any instrument, certificate or document required thereby. 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 Chief Financial Officer, respectively. A written signature of the Mayor or of the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signature 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 Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the City as if signed by the Chief Financial Officer in person.

SECTION 19. If requested by the Bond Registrar, the Mayor, the Chief Financial Officer and the City Clerk are authorized to execute the standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties thereof.

SECTION 20. If payment or provision for payment is made, to or for the registered owners of the Bonds, of the Compound Accreted Value of any Capital Appreciation Bond and the principal of and interest due and to become due on any Current Interest Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar, or the Ad Valorem Tax Escrow Agent as provided in Section 9 hereof, all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of Bonds and any payment from such moneys or obligations. Any Bond shall be deemed to be paid within the meaning of this section when payment of the Compound Accreted Value of any such Capital Appreciation Bond or the principal of any such Current Interest Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this ordinance or otherwise) either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar, or the Ad Valorem Tax Escrow Agent as provided in Section 9 hereof, in trust and exclusively for such payment (1) monies sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are

guaranteed by the United States of America; or (C) instruments evidencing an ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient monies to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations.

No such deposit under this section shall be made or accepted hereunder and no use made of any such deposit unless the Bond Registrar or the Escrow Agent, as the case may be, shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code or any successor provision thereto.

Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities, as provided in this section or a defeasance deposit with respect to the Prior Bonds being refunded pursuant to the Refunding Escrow Agreement authorized by Section 13(b) hereof, from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Bonds or Prior Bonds, as appropriate. Amounts held by the Bond Registrar, the Ad Valorem Tax Escrow Agent or an escrow trustee in excess of the amounts needed so to provide for payment of the defeased Bonds or Prior Bonds, as appropriate, may be subject to withdrawal by the City. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the Chief Financial Officer, with respect to the investment and use of such excess amounts held by the Bond Registrar, the Ad Valorem Tax Escrow Agent or escrow trustee.

SECTION 21. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with provisions of this ordinance, the provisions of this ordinance shall be controlling; provided, that nothing contained in this ordinance shall in any way amend, limit or repeal the provisions of the Tax Limitation 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.

This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least twenty-five (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, and this ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided herein.

REGULAR ORDER OF BUSINESS RESUMED.

COMMITTEE OF FINANCE.

PROPERTY AT 4000 WEST 40TH STREET APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at 4000 West 40th Street, pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Trung Truong and Five Continents, Ltd. (the "Owner") of the property commonly known as 4000 West 40th Street, Chicago (hereinafter referred to as the "Subject Property"), will undertake the new construction of a 36,000 square foot industrial warehouse/wholesale distribution facility with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an eligibility application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 2; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Trung Truong and Five Continents, Ltd., will use the property for warehousing/wholesale distribution of ethnic foods; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended new construction; and

WHEREAS, The execution of this new construction and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Number for the Subject Property is 19-03-201-014-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the new construction of and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 4000 West 40th Street; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Tax Index Number 19-03-201-014-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its adoption and approval, or as otherwise provided by law.

PROPERTY AT WEST 45TH STREET AND SOUTH MORGAN STREET APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at the northwest corner of West 45th Street and South Morgan Street, pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners to build, rehabilitate, enhance and/or occupy property which is located within Cook County, and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Marina Cartage Company, Inc., or its designated agent, is the owner of the property located at and commonly known as the northwest corner of West 45th Street and South Morgan Street, Chicago, Illinois (hereinafter referred to as the "Subject Property"), and intends to construct a new manufacturing and trucking service facility at the Subject Property (hereinafter the "Development"); and

WHEREAS, The Subject Property is located in an area that has been designated as both a State Enterprise Zone and Federal Empowerment Zone for which the City of Chicago has a particular interest in inducing industry to locate and expand into so as to stimulate economic activity and revitalization of the City's distressed neighborhoods; and

WHEREAS, The Subject Property and Development upon completion will be occupied by Marina Cartage Company, Inc., and used for the manufacture, repair and servicing of trucks, tractors and semi-trailers and related operations; and

WHEREAS, The granting of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended Development; and

WHEREAS, The execution of this Development and the future use of this Subject Property will provide significant present and future employment, both temporary and permanent, and further assist in stimulating economic activity and revitalization of the surrounding areas; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvement to and utilization of said property will generate significant new revenue for the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 20-05-200-115-0000, 20-05-200-116-0000, 20-05-200-117-0000 and 20-05-200-145-0000; now, therefore,

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

SECTION 1. The City of Chicago has determined that the inducement and benefits provided by the Class 6(b) tax incentives are both necessary and appropriate for the said Development to occur on the Subject Property; and

SECTION 2. The City of Chicago hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Index Numbers 20-05-200-115-0000, 20-05-200-116-0000, 20-05-200-117-0000 and 20-05-200-145-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago Illinois; and

SECTION 4. This resolution shall be in force and effect immediately upon and after its adoption and due publication, or as otherwise provided by law.

PROPERTY AT 4415 SOUTH KILDARE AVENUE APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at 4415 South Kildare Avenue, pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing and industrial purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "City), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Nusbaum & Company, Inc. is the owner of the property commonly known as 4415 South Kildare Avenue, Chicago, Illinois (hereinafter referred to as the "Subject Property") and intends to rehabilitate a vacant structure and expand improvements on the Subject Property in the expectation that the Subject Property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Subject Property will be utilized for manufacturing, warehousing and other industrial uses; and

WHEREAS, The Subject Property is located within the Chicago Enterprise Zone Number 2; and

WHEREAS, The execution of these improvements and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvements to, and utilization of, the Subject Property will generate new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Tax Index Number is 19-03-400-042; now, therefore,

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

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentives is both necessary and appropriate for the said development to occur on the Subject Property; and

SECTION 2. The City of Chicago hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Number 19-03-400-042; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall provide two certified copies of this resolution for delivery to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its adoption or as otherwise provided by law.

AUTHORIZATION FOR YEAR 1996 TAX LEVY ON ALL TAXABLE PROPERTY WITHIN CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of taxes on real property in the City of Chicago for the year 1996, in the amount of $668,990,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore -- 45.

Nays -- Aldermen Banks, Doherty, Shiller -- 3.

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

The following is said ordinance as passed:

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

WHEREAS, The City has adopted its annual appropriation ordinance for the year 1996, pursuant to its powers granted by the constitution and laws of the State of Illinois; and

WHEREAS, It is now appropriate and in the best interests of the City of Chicago to enact its tax levy for the year 1996, to become effective as provided herein; and

WHEREAS, It is appropriate that the tax levy for the year 1996 receive expeditious consideration by the City Council; now, therefore,

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

SECTION 1. The sum of Six Hundred Sixty-eight Million, Nine Hundred Ninety Thousand Dollars ($668,990,000) ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the year 1996, is hereby levied for the year 1996 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for such purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 1996, annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns.

Appropriations For Expenditures And Amounts Levied
For The Fiscal Year Beginning January 1, 1996,
And Ending December 31, 1996.

Code	Description	Amounts Appropriated	Amounts Levied
	Note Redemption and Interest Fund -- 509 Project Notes		
	Amounts to be levied in 1996 for the payment of bonds notes and interest on bonds notes		
2005.0961	For payment of term notes	$20,000,000	$20,000,000
2005.0962	For payment of interest on term notes	6,490,000	1,490,000

Code	Description	Amounts Appropriated	Amounts Levied
2005.0900	Total for principal and interest	$26,490,000	$21,490,000
2020.0960	For loss in collection of taxes	1,131,000	1,131,000
	Total from Note Redemption and Interest Fund -- 509	27,621,000	22,621,000
	Bond Redemption and Interest Fund -- 510		
2005.0902	For interest on bonds	79,374,000	56,635,000
	General Obligation Project Bonds -- 1985		
	Refunding Series -- 1991		
	General Obligation Project Bonds -- 1991		
	Refunding Series -- 1986		
	Refunding Series -- 1992		
	Refunding Series -- 1993A		
	General Obligation Project Bonds -- 1992A		
2005.0912	For payment of bonds	32,000,000	32,000,000
2005.0900	Total for principal and interest	111,374,000	88,635,000

Code	Description	Amounts Appropriated	Amounts Levied
2020.0960	For loss in collection of taxes	$ 4,665,000	$ 4,665,000
	Total from Bond Redemption and Interest Fund -- 510	116,039,000	93,300,000
	Note Redemption and Interest Fund -- 512		
2005.0961	For payment of term notes	199,705,000	199,705,000
2005.0998	For operating transfers out	24,000,000	0
2005.0900	Total for principal and other	223,705,000	199,705,000
2020.0960	For loss in collection of taxes	10,510,000	10,510,000
	Total from Note Redemption and Interest Fund -- 512	234,215,000	210,215,000
	Library Note Redemption and Interest Fund Project Notes Series D -- 520		
2005.0962	For Payment of interest on term notes	600,000	600,000
2005.0960	For loss in collection of taxes	32,000	32,000

Code	Description	Amounts Appropriated	Amounts Levied
	Total from Library Note Redemption and Interest Fund Project Notes Series D -- 520	$ 632,000	$ 632,000
	Library Note Redemption and Interest Fund Tender Notes Series B -- 521		
2005.0961	For payment of term notes	57,012,000	57,012,000
2005.0960	For loss in collection of taxes	3,001,000	3,001,000
	Total from Library Note Redemption and Interest Fund Project Notes Series B -- 521	60,013,000	60,013,000
	Library Bond Redemption and Interest Fund -- 568		
2005.0902	For interest on bonds	2,654,000	0
2005.0912	For payment of bonds	3,275,000	0
2005.0900	Total for principal and interest	5,929,000	0
2020.0960	For loss in collection of taxes	0	0

Code	Description	Amounts Appropriated	Amounts Levied
	Total from Library Bond Redemption and Interest Fund -- 568	$5,929,000	$ 0
	Public Building Commission Fund -- 611		
2005.0912	Department of Law/31 for payment of leases	411,000	411,000
2005.0902	For interest on bonds	78,000	78,000
2005.0912	For payment of bonds	1,200,000	601,000
2005.0900	Total for principal and interest	1,278,000	679,000
2020.0960	For loss in collection of taxes	58,000	58,000
	Total from Public Buildings Commission Fund -- 641	1,747,000	1,148,000
	Municipal Employees' Annuity and Benefit Fund -- 681		
2025.0976	For the city's contribution to the employees' annuity and benefit fund	156,985,000	135,007,000
	Laborers' and Retirement Board Employees' Annuity and Benefit Fund -- 682		
2025.0976	For the city's contribution to the employees' annuity and benefit fund	20,037,000	17,232,000

Code	Description	Amounts Appropriated	Amounts Levied
	Policemen's Annuity and Benefit Fund -- 683		
2025.0976	For the city's contribution to the employees' annuity and benefit fund	$106,863,000	$91,902,000
	Firemen's Annuity and Benefit Fund -- 684		
2025.0976	For the city's contribution to the employees' annuity and benefit fund	42,930,000	36,920,000

SECTION 2. In no event shall the amount levied for any purpose, as set forth in Section 1 hereof, exceed the amount appropriated for such purpose as set forth in the annual appropriation ordinance adopted for the year 1996.

SECTION 3. The City Clerk is directed to file certified copies of this ordinance together with copies of the annual appropriation ordinance for the year 1996 with the County Clerk of Cook County and the County Clerk of DuPage County.

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

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 4.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 4 and the execution of a management agreement with the 95th Street Beverly Hills Business Association, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

Alderman Natarus 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 Special Service Area Tax Law, 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, as amended by an ordinance enacted on May 30, 1984, as further amended by an ordinance enacted on July 27, 1988, the City Council of the City of Chicago enacted an ordinance (the "Establishiment 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 Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 95th Street between Ashland Avenue on the east and Western Avenue on the west; and

WHEREAS, The Special Services authorized in the Establishment 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 Establishment 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 amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; 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, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the

provision of the Special Services for the fiscal years commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

95th Street Special Service Area Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Agreement for the provision of Special Services	$56,000
TOTAL BUDGET REQUEST:	$56,000

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 Service Area Number 4	$56,000

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 Establishment Ordinance, the sum of Fifty-six Thousand Dollars ($56,000) as the amount of the Services Tax for the tax year 1995.

SECTION 4. Amendment of Establishment Ordinance. Section 2 of the Establishment Ordinance is hereby amended by inserting the language in italics into the second sentence of that section as follows:

> ". . . recruitment of new businesses to the Area, rehabilitation activities, maintenance, *private security services,* coordinated promotional and advertising activities for the area, and all other technical assistance activities to promote economic development."

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 on or prior to December 26, 1995 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 1995 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. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the 95th Street Beverly Hills Business Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 7. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 8. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 9. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 10. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (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 11. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Service Area Number 4

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

95th Street Business Association,

Effective January 1, 1996 Through December 31, 1996.

This agreement for the management of Special Service Area Number 4 is entered into by and between the 95th Street Business Association, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City") a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, § § 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 4" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed two percent (2%) of the equalized assessed value of all property within the Area ("Services Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on October 31, 1983 as amended by ordinances enacted by the City Council on May 30, 1984 and July 27, 1988, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City and to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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, or classify its 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 Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 5, §750, Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this

Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims, are considered groundless, false or fraudulent.

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 Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semiannual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, the Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any

business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

Article 4.

Term Of Service.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1996, or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised budget and scope of

services. However, the extension shall expire whenever a new agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Fifty-six Thousand Dollars ($56,000) or the total amount of Service Tax Funds actually collected for tax year 1995, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each service described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the Account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account Numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C. in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 332-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of

this Agreement, been found to be in default on any contract awarded by the City of Chicago; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstances within the Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor nonresponsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture, and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects

to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be a termination for convenience.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

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

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor 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 the Agreement. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests of the Department in connection with the Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any

jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to any such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any disputes concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision shall be final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:	The 95th Street Special Service Area Commission 9006 South Hoyne Avenue Chicago, Illinois 60620 Attention: President
	And
	Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To The Contractor:	95th Street Business Association 9006 South Hoyne Avenue Chicago, Illinois 60620 Attention: Vince Sheridan, President

Changes in the above referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

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

_____
Notary Public

[Official Seal]

My commission expires _____

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Scope Of Services.

The 95th Street Business Association shall provide the following services for Special Service Area No. 4 on 95th Street from Ashland Avenue to Western Avenue:

Beautification and Maintenance: Flower planting in pots on sidewalk, in flowerbeds in median strip and at METRA station; general maintenance such as sidewalk sweeping; applying herbicide to control weed growth; daily litter pickup; mowing; graffiti removal; seasonal painting of flower pots.

Advertising and Promotion: Seasonal and holiday advertising and promotional events such as valentine promotion, block party balloon promotion, holiday coloring contests, Santa promotion.

Marketing: Two pronged marketing effort: first, to bring shoppers to 95th Street and second, to attract quality retailers and developers to the commercial district.

Economic Development: Work with other community economic development organizations and alderman to promote and coordinate growth and activity on the commercial strip; business retention and attraction and job creation.

Security: Provide a holiday security patrol during the busy holiday shopping season.

Seasonal Decorations: Display flags and banners on the light poles on 95th Street.

Holiday Decorations: Decorate the flower pots with evergreen boughs and red bows, display green wreaths and garland on the light poles and decorate the median trees with white lights.

Snowplowing: Plow 95th Street sidewalks when snow reaches a depth of 2 inches or more.

Administrative: Maintain office for 95th Street Business Association and S.S.A.C.; distribute quarterly business bulletin; prepare annual directory of merchants on 95th Street; maintain all Association and

S.S.A.C. records and correspondence; act as liaison between S.S.A.C. and City.

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: 95th Street S.S.A. No. 4

Chairman, Special Service Area: Herb Bias Telephone: (Omitted for printing purposes)

Sole Service Provider: 95th Street Business Association

Program Manager: Lois Weber Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996
Accounting and Auditing	$ 400.00
Advertising and Promotion	2,600.00
Cleaning of Area	7,650.00
Consultant Services	
Equipment	
Equipment Maintenance	
Holiday and Promotional Decorations	11,200.00

Item	Budget Year 1996
Legal Fees	
License Fees	
Maintenance	
Snow Plowing	$ 1,500.00
Street Maintenance/ Beautification	3,000.00
Security Services	4,300.00
Training and Workshops	
Transportation	
Office Expenses:	
Employees' Benefits	4,127.00
Office Equipment	
Office Rent	
Postage	800.00
Printing/Publications	2,200.00
Salaries	15,573.00
Subscriptions/Dues	
Supplies	750.00
Telephone	
Utilities	

Item	Budget Year 1996
Other:	
Insurance	$ 1,600.00
Contingency Fund for Uncollected Taxes (5% of budget)	
TOTAL:	$56,000.00

Estimated Tax Levy: _____

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

_____

_____

_____

_____

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Contractor or Subcontractors.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation And Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, of disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from Contractor shall be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Nonconforming

insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

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

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

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If the Contractor or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

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

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the services covered by this contract, and during the time period following final completion if Security Firm is required to return and perform additional services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this contract.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

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

(2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Security Firm shall provide Compromise Automobile Liability Insurance with limits of not less than Two Hundred Fifty Thousand Dollars

($250,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this contract. The failure of the Contractor to obtain such evidence from the Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event of coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that each insurer shall waive its rights or subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If the Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 8.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 8 and the execution of a management agreement with the Lakeview East Chamber of Commerce, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

Alderman Natarus 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 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 "Establishment 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 Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part 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 Establishment 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 Establishment Ordinance provided for the appointment of the Lake View 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 amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the Service Provider and the City of Chicago; 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, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with a Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

Lake View East Special Service Area Commission
Special Service Area Budget

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Contract for the provision of Special Services	$330,080
TOTAL BUDGET REQUEST:	$330,080

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 Service Area No. 8	$330,080

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 Establishment Ordinance, the sum of Three Hundred Thirty Thousand Eighty Dollars ($330,080) as the amount of the Services Tax for the tax year 1995.

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 on or prior to December 26, 1995, 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 1995 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. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Lake View East Chamber of Commerce, an Illinois not-for-profit corporation, in substantially the form

attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (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 10. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Service Area Number 8

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Lake View East Chamber Of Commerce,

Effective January 1, 1996 Through December 31, 1996.

This agreement for the management of Special Service Area Number 8 is entered into by and between Lake View East Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor") and the City of Chicago ("City") a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 8" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed forty-one one-hundredths of one percent (.41%) of the equalized assessed value of all property within the Area ("Services Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this agreement to provide the Special Services to the full satisfaction of the City; and

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means, collectively, the ordinances enacted by the City Council on September 14, 1988 and November 17, 1993 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

A. Key Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/10.01, et seq. regarding the payment of the general prevailing rate of

hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in (Sub)Exhibit 7 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference And Steel Products.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, et seq., the Veterans Preference Act, 330 ILCS 55/0.01, et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1, et seq..

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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, or classify its 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 Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 5, §750, Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorported by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, the "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order,

rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. In the event that the Contractor performs Construction, this indemnification shall be interpreted so as not to violate the Construction Contract Indenmification for Negligence Act, 740 ILCS 35/1, et. seq..

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 Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited to the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection copying, abstracting and transcriptions and an idependent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the

Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, and all approvals of Subcontractors and any assignment to which S.S.A.C. consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 Licenses, Permits And Safety Considerations.

A. Licenses And Permits.

If the Contractor engages in Construction, it shall be responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations.

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractor's employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property or the property of third parties due, in whole or in part, to Contractor's Construction activities under this Agreement, and Contractor shall remedy such damage to a reasonably acceptable standard.

3.10 Performance Bond.

If the Contractor engages in Construction work where expenditures exceed Ten Thousand Dollars ($10,000), it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of (Sub)Exhibit 7 hereto, which is incorporated by reference as if fully set forth herein.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving ten (10) days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1996 or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised budget and scope of

services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Three Hundred Thirty Thousand Eighty Dollars ($330,080) or the total amount of the Service Tax Funds actually collected for tax year 1995, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to review and approve any and all checks written on the Account. The S.S.A.C. reserves the right to audit the Account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is

_____and the wire transfer and the Account Numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C. in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 334-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department

to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners, and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within the Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to the Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of the Contractor's compensation hereunder.

F. The right to deem the Contractor nonresponsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture, and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any

time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be a termination for convenience.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

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

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor 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. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and the Americans With Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1, et seq., and the regulations promulgated thereto at Illinois Administrative Code, Title 71, Chapter 1, §400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all

services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

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

8.09 Interpretation.

All headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any disputes concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision shall be final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Lake View East Special Service Commission
3030 North Broadway
Chicago, Illinois 60657
Attention: President

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To The Contractor:

Lake View East Chamber of Commerce
3030 North Broadway
Chicago, Illinois 60657
Attention: Executive Director

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

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

_____
Notary Public

[Official Seal]

My commission expires _____

(Sub)Exhibits 1, 2, 3, 4, 5, 6 and 7 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Scope Of Services.

Lake View East

Chamber Of Commerce

3030 North Broadway, Chicago, Illinois 60657-4435
(Telephone/Facsimile Numbers Omitted For Printing Purposes)

"Neighborhood Business Development Organization".

September 14, 1995

Ms. Margie Muchin Goldblatt
Finance Division, Department of
Planning and Development
121 North LaSalle Street, Room 1107
Chicago, Illinois 60602

Dear Margie:

The Commissioners of Special Service Area Number 8 approved the Lake

View East Chamber of Commerce as the 1996 Sole Service Provider per the guidelines indicated in the 1995 Agreement. Minutes of the September 14, 1995 meeting reflect the approval.

The 1996 budget will cover the following Scope of Services:

Advertising and Promotions

Print and cable media advertising

Business after hours events

Sidewalk sales

Holiday promotions

Street Maintenance/Beautification/Streetscape

Street furniture purchasing and installation

Lighting and pole painting

Printing/Publications

Neighborhood directory and guide

Scheduled newsletters

Site Marketing

Retail site marketing kit

Business attraction

Cleaning of Area

Supervisor street cleaning crew staff

Facade Incentive

Rebate money for approved applicants

Please contact me with any questions or comments at (telephone/facsimile numbers omitted for printing purposes).

Sincerely,

(Signed) Gina M. Caruso
Executive Director

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: Greater Lake View East S.S.A. No. 8

Chairman, Special Service Area: Anthony Klok Telephone: (Omitted for printing purposes)

Sole Service Provider: Lake View East Chamber of Commerce

Program Manager: Gina Caruso Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996	
Accounting and Auditing	$ 3,700.00	
Advertising, Promotion and Marketing	20,000.00	
Consultant Services	1,000.00	(plus $500.00 continuation)

Item	Budget Year 1996
Equipment -- Cleaning	$3,500.00
Equipment Maintenance	
Insurance -- General Liability	2,000.00
Legal Fees	
License Fees	
Snow Plowing	
Street Maintenance/ Beautification/Streetscape	67,500.00
Security Services (Alarm)	600.00
Training and Workshops	
Transportation	
Office Expenses:	
Employees' Benefits	
Office Equipment	
Office Rent	28,000.00
Postage	
Printing/Publications	17,000.00
Salaries	
Subscriptions/Dues	
Utilities	

Item	Budget Year 1996	
Other:		
Site Marketing	$ 3,000.00	
Cleaning of Area	38,000.00	
Management Fees	56,000.00	
Facade Incentive	50,000.00	(plus $14,000.00 allocated to applicants)
Trash Containers	10,000.00	(plus $6,000.00 continuation)
Contingency	14,780.00	(plus $3,000.00 continuation)
Contingency Fund for Uncollected Taxes (5% of budget) -- Loss Collection	15,000.00	
TOTAL:	$330,080.00	
TOTAL CONTINUATION:	$ 21,500.00	
Estimated Tax Levy: _____		
TOTAL WITH CONTINUATION:	$351,580.00	

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: N A

Bidder/Proposer Address: _____

_____

_____

Federal Employer I.D. Number: 36-3146679

or Social Security Number: _____

Instructions: For Use With Contract Funded In Whole By City Or State 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 (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). 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 Denise Lesiak (Name), as President (Title)

and on behalf of Lake View East Chamber of Commerce (Business Name) ("Contractor") having

been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code 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". NA.

Bidder/Proposer is a: (check one)
[ ] Corporation [ ] Sole Proprietor
[ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
NA		NA	

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

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

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 one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

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

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (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
NA	%
	%
	%
	%

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)

NA

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

_____

_____

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

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

_____

_____

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

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)
Denise Lesiak	President	(See Attached List)	
John D'Ambrogio	Vice President		

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
Ben Allen	Secretary		
Ben Redman	Treasurer		

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code 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:

_____

_____

_____

(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[1] 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[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a Subcontractor or Subcontractor's affiliated entity[1] during a period of three (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[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

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" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

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 Contractor's Affidavit. 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[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], 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 A (1) (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[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification; or (b) of bid-rigging[3], bid-rotating[4] 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 A (1) (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. The 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. The 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. D.L. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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[5].

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 (3) 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 D (1) (b) above; and

   d. have not within a three (3) 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, 720 ILCS 5/33E-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, 65 ILCS 5/11-42.1-1.

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

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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 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, 720 ILCS 5/33E-3.

4. For purposes of Section III A 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 three (3) contract bids within a period of ten (10) 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 bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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.

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.

V.

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) Denise Lesiak
Signature of Authorized Officer

Denise Lesiak
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 6th day of November, 19 95, by

Denise Lesiak
Edna J. Winslow (Name) as President
Notary Public (Title) of

Midtown Bank
Lake View East Chamber of Commerce (Contractor).

(Signed) Edna J. Winslow
Notary Public Signature

[Official Seal]
Edna J. Winslow
Notary Public, State of Illinois
My commission expires August 20, 1998.

List of Lake View East Chamber of Commerce 1995 Board of Directors referred to in this Contractor's Affidavit reads as follows:

Lake View East Chamber Of Commerce
1995 Board Of Directors.

Denise Lesiak -- President
Shirts Illustrated
3315 North Broadway
Chicago, Illinois 60657
(Facsimile/telephone numbers omitted for printing purposes)

John D'Ambrogio -- Vice President
Apartment People, Ltd.
3121 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Ben Allen -- Secretary
Lucky Horseshoe Lounge
3169 North Halsted Street
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Cheryl Lennon -- Treasurer
LaSalle Bank Lake View
538 West Diversey Parkway
Chicago, Illinois 60614
(Telephone numbers omitted for printing purposes)

Jacqueline Flynn
Jacqueline's
3420 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Tom Jalette
Mid Town Bank
3020 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Rudy Johnson
Dependable Builders
2835 North Southport Avenue
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Anthony Klok
City Suites Hotel
933 West Belmont Avenue
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Walter Kogelis
Pass The Salt & Pepper
3337 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Jim Ludwig
Roscoe's Bar and Cafe
3356 North Halsted Street
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Ben Redman
LaSalle Bank Lake View
538 West Diversey Parkway
Chicago, Illinois 60614
(Telephone numbers omitted for printing purposes)

Michael Sauer
Joy of Spex
3341 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Officer Tom Stewart
Chicago Police Department
23rd District
3600 North Halsted Street
Chicago, Illinois 60613
(Telephone number omitted for printing purposes)

Michael Turner
Belmont National Bank
3179 North Clark Street
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Dan Wolf
The Bagel Restaurant
3107 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Agreement.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Contractor or Subcontractors.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other

applicable jurisdiction, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit, for bodily injury and property damage.

When any motor vehicles (owned, non-owned and hired) are used by any construction Subcontractor in connection with work to be performed, the Subcontractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the

policy retroactive date must coincide with or precede start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from the Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Nonconforming insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

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

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

Any and all deductibles or self insured retentions on referenced insurance coverage shall be borne by Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Contractor, or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

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

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the Services covered by this contract, and, during the time period following final completion if Security Firm is required to return and perform additional services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this contract.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

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

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability.

Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this contract. The failure of the Contractor to obtain such evidence from the Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event of coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that each insurer shall waive its rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.
(To Service Provider Agreement)

Prevailing Wages.

_____

_____

_____

_____

(Sub)Exhibit 7.
(To Service Provider Agreement)

Performance Bond Form.

Specification Number: _____

Bidder/Proposer Name: N A

Bidder/Proposer Address: _____

_____

_____

Federal Employer I.D. Number: 36-3146679

or Social Security Number: _____

Instructions: For Use With Contract Funded In Whole By City Or State 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 (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). 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 Denise Lesiak (Name), as President (Title)

and on behalf of Lake View East Chamber of Commerce (Business Name) ("Contractor") having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code 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". NA.

Bidder/Proposer is a: (check one)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [ ] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
NA		NA	

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

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

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 one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

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

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (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
NA	%
	%

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

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)

NA

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

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

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

_____

_____

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

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)
Denise Lesiak	President	(See Attached List)	
John D'Ambrogio	Vice-President		
Ben Allen	Secretary		
Ben Redman	Treasurer		

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code 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:

_____

_____

_____

(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[1] 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[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity[1] during a period of three (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[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

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" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

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 Contractor's Affidavit. 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[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], 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 A (1) (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[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification; or (b) of bid-rigging[3], bid-rotating[4] 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 A (1) (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. D.L. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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[5].

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 (3) 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 D (1) (b) above; and

   d. have not within a three (3) 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, 720 ILCS 5/33E-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, 65 ILCS 5/11-42.1-1.

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

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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 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, 720 ILCS 5/33E-3.

4. For purposes of Section III A 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 three (3) contract bids within a period of ten (10) 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 bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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.

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.

V.

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) Denise Lesiak
Signature of Authorized Officer

Denise Lesiak
Name of Authorized Officer
(Print or Type)

President
Title

(omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 6th day of November, 19 95, by

Denise Lesiak
Edna J. Winslow (Name) as President
Notary Public (Title) of

Midtown Bank
Lake View East Chamber of Commerce (Contractor).

(Signed) Edna J. Winslow
Notary Public Signature

[Official Seal]
Edna J. Winslow
Notary Public, State of Illinois
My commission expires August 20, 1998.

List of Lake View East Chamber of Commerce 1995 Board of Directors referred to in this Contractor's Affidavit reads as follows:

Lake View East Chamber Of Commerce
1995 Board Of Directors.

Denise Lesiak -- President
Shirts Illustrated
3315 North Broadway
Chicago, Illinois 60657
(Facsimile/telephone numbers omitted for printing purposes)

John D'Ambrogio -- Vice President
Apartment People, Ltd.
3121 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Ben Allen -- Secretary
Lucky Horseshoe Lounge
3169 North Halsted Street
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Cheryl Lennon -- Treasurer
LaSalle Bank Lake View
538 West Diversey Parkway
Chicago, Illinois 60614
(Telephone numbers omitted for printing purposes)

Jacqueline Flynn
Jacqueline's
3420 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Tom Jalette
Mid Town Bank
3020 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Rudy Johnson
Dependable Builders
2835 North Southport Avenue
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Anthony Klok
City Suites Hotel
933 West Belmont Avenue
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Walter Kogelis
Pass The Salt & Pepper
3337 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Jim Ludwig
Roscoe's Bar and Cafe
3356 North Halsted Street
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Ben Redman
LaSalle Bank Lake View
538 West Diversey Parkway
Chicago, Illinois 60614
(Telephone numbers omitted for printing purposes)

Michael Sauer
Joy of Spex
3341 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted for printing purposes)

Officer Tom Stewart
Chicago Police Department
23rd District
3600 North Halsted Street
Chicago, Illinois 60613
(Telephone number omitted
for printing purposes)

Michael Turner
Belmont National Bank
3179 North Clark Street
Chicago, Illinois 60657
(Telephone numbers omitted
for printing purposes)

Dan Wolf
The Bagel Restaurant
3107 North Broadway
Chicago, Illinois 60657
(Telephone numbers omitted
for printing purposes)

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 10.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 10 and the execution of a management agreement with the Back of the Yards Business Association, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

Alderman Natarus 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 Special Service Area Tax Law, 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 "Establishment 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 Establishment 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 Establishment 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 economic development; and

WHEREAS, The Establishment 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 amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; 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, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

Back Of The Yards Special Area Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Agreement for the provision of Special Services	$384,940
TOTAL BUDGET REQUEST:	$384,940

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 Service Area Number 10	$384,940

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 Establishment Ordinance, the sum of Three Hundred Eighty-four Thousand Nine Hundred Forty Dollars ($384,940) as the amount of the Services Tax for the tax year 1995.

SECTION 4. Amendment Of Establishment Ordinance. The first sentence of Section 3 of the Establishment Ordinance is hereby amended by inserting the language in italics as follows:

"Section 3. The purpose of Special Service Area Number 10 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, *private security services,* and other technical assistance activities to promote commercial and economic development."

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 on or prior to December 26, 1995, 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 1995 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. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Back of the Yards Business Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 7. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 8. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 9. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 10. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (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 11. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Service Area Number 10

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Back Of The Yards Business Association,

Effective January 1, 1996 Through December 31, 1996.

This agreement for the management of Special Service Area Number 10 is entered into by and between the Back of the Yards Business Association, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City") a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service

Area Number 10" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed one and ninety one-hundredths of one percent (1.90%) of the equalized assessed value of all property within the Area ("Services Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by the City Council on September 13, 1989 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope and purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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, or classify its 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 Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 5, §750, Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorported by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or

any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

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 Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any of the Subcontractors shall furnish the S.S.A.C. with a semi annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection, copying, abstracting, transcriptions, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1996, or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised Budget and Scope of Services. However, the extension shall expire whenever a new Agreement between the City and the Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Three Hundred Eighty-four Thousand Nine Hundred Forty and no/100 Dollars ($384,940.00) or the total amount of Service Tax Funds actually collected for tax year 1995, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each of the Services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation as set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the Account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C. The name and address of the bank is _____ and the wire transfer and the Account Numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used for Special Services. However, if the City and the Contractor enter into a subsequent

agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 339-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed in this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been fund to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code

of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all Subcontractors shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That, except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner, in his reasonable judgment, determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee, or agent of the City shall be charged personally by the Contractor, or by assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactorily to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City, may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No cost incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be a termination for convenience.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

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

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Commissioner, or their successors and assigns. The City shall incur no liability for revised Services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor 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. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all Services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and Rehabilitation Act of 1973, 29 U.S.C., §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of the Services during any transition period and shall otherwise comply with the reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Back of the Yards Neighborhood Council
Special Service Area No. 10
1751 West 47th Street
Chicago, Illinois 60609
Attention: Executive Director

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To The Contractor:	Back of the Yards Business Association 1751 West 47th Street, 2nd Floor Chicago, Illinois 60609 Attention: _____

Changes in the above referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

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

_____
Notary Public

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Scope Of Services.

Scope Of Services Provided For Special Service Area Number 10.

The Back of the Yards Business Association, ("B.Y.B.A."), will provide the following services on behalf of Special Service Area Number 10 ("S.S.A. No. 10") as per the terms of the preceding contract:

I. Sidewalk Sweeping.

A. Maintain and empty 80 garbage cans daily.

B. Sweep sidewalks and gutters daily.

C. Clear sidewalks of snow where needed.

II. Street Beautification.

A. Coordinate and maintain four (4) sets of seasonal banners to be displayed on every light pole within S.S.A. No. 10.

B. Coordinate installation and removal of holiday decorations distributed evenly throughout S.S.A. No. 10.

C. Monitor and maintain trees along commercial strip as best as possible.

III. Promotions.

A. Coordinate seasonal promotions.

B. Coordinate summer sidewalk sale and fest.

C. Coordinate "El Grito" parade and fest.

D. Develop new promotions as needed to promote businesses within S.S.A. No. 10.

IV. Shuttle Bus Service.

A. Provide full-time bus driver.

B. Provide administrative duties in scheduling rides.

V. Security Patrol.

A. Coordinate security program to ensure merchants' satisfaction of service.

B. Monitor security firm to ensure contract compliance.

VI. Other Services.

The B.Y.B.A. will assume other services as needed, pending approval from governing boards of both B.Y.B.A. and S.S.A. No. 10.

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: Back of the Yards S.S.A. No. 10

Chairman, Special Service Area: Patrick Salmon Telephone: (Omitted for printing purposes)

Sole Service Provider: Back of the Yards Business Association

Program Manager: Mark Roschen Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996
Accounting and Auditing	$ 4,620.00
Advertising and Promotion	108,696.00
Cleaning of Area	
Consultant Services	
Equipment	
Equipment Maintenance	
Insurance	4,608.00
Legal Fees	
License Fees	
Maintenance	
Snow Plowing	
Street Maintenance/ Beautification	79,387.00
Security Services	61,097.00
Training and Workshops	
Transportation	

Item	Budget Year 1996
Office Expenses:	
Employees' Benefits	$ 17,064.00
Office Equipment	1,181.00
Office Rent	2,800.00
Postage	
Printing/Publications	
Salaries	42,000.00
Subscriptions/Dues	
Supplies	
Telephone	450.00
Utilities	
Other:	
Shuttle Bus	43,790.00
Contingency Fund for Uncollected Taxes (5% of budget)	19,247.00
TOTAL:	$384,940.00

Estimated Tax Levy: .019 (1.9%)

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Back Of The Yards Business Association

Bidder/Proposer Address: 1751 West 47th Street 2nd Floor

Chicago, Illinois 60609

Federal Employer I.D. Number: 36-3166395

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State 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 (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). 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 Leonard Neckopulos (Name), as President (Title)

and on behalf of Back Of The Yards Business Association (Business Name) ("Contractor")

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code 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: (check one)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of NA

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 one hundred (100) shareholders,

indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None		%
		%
		%
		%

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 one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None		%
		%
		%
		%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (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
None	%
	%
	%
	%

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)

None

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:

None

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.

None

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [ ] No [x]

c. Names of all officers of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
(See Attached List)	

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
(See Attached 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 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: x No: _____

2) How many persons are currently employed by bidder/proposer? 7

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: x

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

None

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? 7

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: x

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] 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[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity[1] during a period of three (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[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

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" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

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 Contractor's Affidavit. 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[1], or any agent, partner, employee or officer of such subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], 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 A (1) (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[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification; or (b) of bid-rigging[3], bid-rotating[4] 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 A (1) (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. The 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. The 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. ____ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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[5].

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 (3) 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 D (1)(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, 720 ILCS 5/33E-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, 65 ILCS 5/11-42.1-1.

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

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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 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, 720 ILCS 5/33E-3.

4. For purposes of Section III A 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 three (3) contract bids within a period of ten (10) 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 bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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.

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.

V.

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) Leonard Neckopulos
Signature of Authorized Officer

Leonard Neckopulos
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 6th day of November, 19 95, by

Leonard Neckopulos (Name) as President (Title) of

Back of the Yards Business Association (Contractor).

(Signed) Leila Rivera
Notary Public Signature

[Official Seal]
Leila Rivera
Notary Public, State of Illinois
My commission expires January 12, 1999.

List of Back of the Yards Business Association Officers and Directors referred to in this Contractor's Affidavit reads as follows:

Back Of The Yard Business Association.

Officers.

President	Mr. Leonard Neckopulos Continental Liquors, 1654 West 47th Street, 60609
Vice President	Ms. Carmen Cervantes Designed Nails by Carmen, 4280 South Archer Avenue, 60632
Treasurer	Ms. Marina Rey Rey-Mar Consultants, 1751 West 47th Street, 60609
Secretary	Ms. Sylvia Arellano Prudential Services, 4817 South Wood Street, 60609
Executive Vice President	Mr. Mark Roschen B.Y.B.A., 1751 West 47th Street, 60609
Past President	Ms. Dorothy Chaplick Cole Taylor Bank, 1542 West 47th Street, 60609

Directors.

Mr. Salvador Benitez	Benitez Brothers, 1936 West 47th Street, 60609
Ms. Maria Diaz	Damen Federal Bank, 5100 South Damen Avenue, 60609
Ms. Toni Fonseca	Ameri-Mex Insurance, 4600 South Ashland Avenue, 60609
Mr. George Havelka	Cole Taylor Bank, 1542 West 47th Street, 60609
Mr. Joseph Koenig	K & G Shoes, 4743 South Ashland Avenue, 60609
Mr. Paul Lopez	Hemlock Federal, 4646 South Damen Avenue, 60609
Mr. Raymond Martin	Martin's Florist, 1835 West 47th Street, 60609
Mr. Raudel Sanchez	Sanchez Brothers, 1942 West 47th Street, 60609
Mr. Mario Tijerina	AT&T, 227 West Monroe Street, 24th Floor, 60606

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Contractor or Subcontractors.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation And Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement,

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from the Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement and the City retains the right to stop work until proper evidence of insurance is provided.

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

The Contractor shall require all Subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all

Subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If the Contractor or its Subcontractors desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

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

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the Services covered by this contract, and, during the time period following final completion if Security Firm is required to return and perform additional services for any reason whatsoever, the types of insurance specified below, with insurance

companies authorized to do business in the State of Illinois covering all operations under this contract.

A. The kinds and amounts of Insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

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

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with the work to be performed, the Security Firm shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not

renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this contract. The failure of the Contractor to obtain such evidence from the Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that each insurer shall waive its rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 11.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 11 and the execution of a management agreement with the Englewood Business Men's Association, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

Alderman Natarus 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 Special Service Area Tax Law, 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, as amended by an ordinance enacted on September 14, 1988, as amended by an ordinance enacted on September 13, 1989, and as further amended by an ordinance enacted on May 19, 1993, the City Council of the City of Chicago enacted an ordinance (the "Establishment 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 Establishment 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 Establishment 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 Establishment 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 amount of the Services Tax to be levied; and

WHEREAS, Certain funds deriving from the Services Tax in previous tax years are available for reappropriation for Special Services; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council to an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; 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, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

Greater Englewood Special Service Area Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Agreement for the provision of Special Services	$678,500
TOTAL BUDGET REQUEST:	$678,500

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 Service Area Number 11	$287,500
Reserve funds from previous tax years	$391,000

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 Establishment Ordinance, the sum of Two Hundred Eighty-seven Thousand Five Hundred Dollars ($287,500) as the amount of the Services Tax for the tax year 1995.

SECTION 4. Amendment of Establishment Ordinance. The first sentence of Section 3 of the Establishment Ordinance is hereby amended by inserting the language in italics as follows:

"Section 3. The purpose of Special Service Area Number 11 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, *private security services* and other technical assistance activities to promote commercial and economic development."

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 on or prior to December 26, 1995, 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 1995 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. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Englewood Business Men's Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 7. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 8. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 9. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 10. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (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 11. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Service Area Number 11

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Englewood Business Men's Association,

Effective January 1, 1996 Through December 31, 1998.

This agreement for the management of Special Service Area Number 11 is entered into by and between the Englewood Business Men's Association, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City") a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 11" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed three percent (3%) of the equalized assessed value of all property within the Area ("Services Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, A portion of the Services Tax collected in prior tax years had been reserved for later use and the City and the Contractor now desire to expend the reserved funds on additional Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by City Council on September 14, 1988, as amended by an ordinance enacted on September 13, 1989, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. (Sub)Exhibit 1 shall contain one Scope of Services for operations and one Scope of Services for capital improvements. The S.S.A.C. reserves the right to require the Contractor to perform revised Services which are within the general Scope of Services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, a new Scope of Services, comprised of services authorized in the Establishment Ordinance, shall be prepared by the S.S.A.C. in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a new Budget and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the new Scope of Services.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business

administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

A. Key Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/10.01, et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in (Sub)Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference And Steel Products.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, et seq., the Veterans Preference Act, 330 ILCS 55/0.01, et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1, et seq..

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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, or classify its 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 Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity

Clause, Illinois Administrative Code Title 5, §750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the insurance provisions required for the Contractor attached hereto as (Sub)Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division shall review each new Scope of Services which the S.S.A.C., in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and shall, if necessary, revise the insurance required herein.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order,

rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. In the event that the Contractor performs construction, this indemnification shall be interpreted so as not to violate the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/1, et. seq..

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 Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with a semiannual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection, copying, abstracting, transcriptions, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's

allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits And Safety Considerations.

A. Licenses And Permits.

If the Contractor engages in Construction, it shall be responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage in Construction under this Agreement.

B. Safety Considerations.

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property or the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall remedy such damage to a reasonably acceptable standard.

3.10 Performance Bond.

If the Contractor engages in Construction work where expenditures exceed Ten Thousand Dollars ($10,000), it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of (Sub)Exhibit 7 hereto, which is incorporated by reference as if fully set forth herein.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving ten (10) days notices thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1998, or until the Agreement is terminated in accordance with its terms.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Two Hundred Eighty-seven Thousand Five Hundred Dollars ($287,500) or the total amount of Service Tax Funds actually collected for tax year 1995 plus the total amount of Service Tax Funds collected for prior tax years which remain unspent and are appropriated for Services hereunder, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare two Budgets for the first year of this Agreement, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. One budget shall cover each Service described in the Scope of Services for operations and the second budget shall cover each Service described in the Scope of Services for capital improvements. The S.S.A.C. reserves the right to transfer funds between and/or among line items or make Budget revisions which do not affect the maximum compensation as set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year during the term of this Agreement, the Contractor and the S.S.A.C. shall prepare a new Budget, corresponding with the new Scope of Services to be prepared by the S.S.A.C. in consultation with the Contractor pursuant to Section 3.01, which shall be incorporated into this Agreement by written amendment pursuant to Section 8.03, together with the new Scope of Services and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the new Scope of Services.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From

Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account Numbers are _____.

All funds remaining the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 179-99-2005-0161-0161 and are subject to the availability of funds therein.

5.06 Non-Appropriation.

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

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes; and

E. That it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business

operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That, except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, bylaws and resolutions, or partnerships or joint venture agreements, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registration of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner, in his reasonable judgment, determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee, or agent of the City shall be charged personally by the Contractor, or by assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactorily to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice.

Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City, may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No cost incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination.

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

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

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Commissioner, or their successors and assigns. The City shall incur no liability for revised Services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor 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. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

If this Agreement involves Services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons

including, but not limited to the following: Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C., §§793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and the Americans With Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1, et seq., and the regulations promulgated thereto at Illinois Administrative Code Title 71, Ch. 1, §400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all Services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of the Services during any transition period and shall otherwise comply with the reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy,

or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any dispute concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision shall be final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:	Greater Englewood Special Service Area No. 11 6426 South Halsted Street Chicago, Illinois 60621 Attention: Chairperson
	Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To The Contractor:	Englewood Business Men's Association 6426 South Halsted Street Chicago, Illinois 60621 Attention: President

Changes in the above referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Section 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

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

_____
Notary Public

(Sub)Exhibits 1, 2, 3, 4, 5, 6 and 7 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Englewood Business Men's Association Sole Service Provider Proposal.

Scope Of Services.

Sidewalks And Parking Lots.

Supplementing City services by subcontracting for snow removal from walks and lots when necessary.

Hire temporary and/or part-time help for general mall maintenance such as removal of flyers and signs from light poles, sweeping of sidewalks, pickup of litter, etc..

Pot holes, black top, striping and curb repair of lots. Ensure that these items are addressed and measures taken for repair.

Forestry/Landscaping.

Grass cutting -- tree and hedge trimming -- removal/replacement of dead trees -- removal of weeds and litter.

Canopies.

Cleaning of gutters and downspouts.

Re-lamping and cleaning of fixtures.

An engineering study is in progress (1995) to assess condition of canopies (structural integrity, decking, lighting, etc.). Finding of study will determine amount of work required, cost, etc..

Promotions/Advertising.

Coordinate all promotional activities for shopping district, marketing of area.

Installation of Christmas decorations, banners, etc..

Security.

Retain security company, as recommended by S.S.A.C., to provide services to parking lots and supervise daily activities.

Beautification.

Implement beautification program for area to include street furniture, landscaping, signage, etc..

Greater Englewood Special Service Area Number 11

Capital Improvements -- 63rd And Halsted

Phase I -- Year I -- 1996.

Scope Of Services.

Canopy System.

To stabilize structure and prevent further deterioration from water leakage.

Remove and provide a new roof system commencing on targeted area of Halsted Street and extending into adjacent sections.

Existing Conditions.

The existing roofing system is a mopped-in-place asphalt built-up membrane with a poured asphalt flood coat surface. The membrane has lost its pliability and the flood coat finish is experiencing ultra-violet degradation. Because of the deterioration of the membrane, it is recommended to remove entire roofing assembly on the canopy system.

Included in the roofing assembly is edge flashing, gutter flashing, gutters and downsputs, membrane and an undetermined metal roof deck spanning material which is probably rigid insulation.

Testing Of Existing Materials.

The condition of the metal roof deck spanning material should be verified. If material is in good condition and has not been damaged by moisture, then tear-off of existing roofing assembly would be isolated only to the membrane, flashing and gutter systems with potential cost savings for the project.

Potential asbestos containing materials (P.A.C.M.) can be found in the roof flashing systems and in the field of the roofing membrane. These areas must be tested according to E.P.A. standards to determine the amount of the firable asbestos contained in these materials and the asbestos found in the surrounding air. The amount of ambient particulate matter found in the air adjacent to the flashing during removal work must also be monitored while the flashing removal work is in progress.

Bid Format.

This roofing project will receive better pricing with a lump sum bid. The bid form could request a Schedule of Values to help establish pricing in case of contract modifications.

The specified construction duration should be based on a demolition crew of six (6) workers removing the roofing assembly followed by a carpentry crew to repair the existing metal deck and install new plywood nailable deck followed by the reroofing crew.

Summary.

A phased rehabilitation of this canopy system starting with this roofing tear-off and reroofing is necessary to stabilize the canopy system and stop the further deterioration of the canopy structure.

The entire Scope of Work described in the Ross, Barney & Jankowski Canopy Evaluation (Appendix A) is too far reaching for the funding available at this time.

Once Phase I -- the roofing work is completed and other phases of the rehabilitation work are completed within the realm of financial feasibility -- and the canopy deterioration is stabilized, a regular inspection and maintenance program should be developed and implemented.

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: Greater Englewood S.S.A. No. 11

Chairman, Special Service Area: Dallas H. Himm Telephone: (Omitted for printing purposes)

Sole Service Provider: Englewood Business Men's Association

Program Manager: Audrey Drew Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996
Accounting and Auditing	$ 4,000.00
Advertising and Promotion	36,000.00
Cleaning of Area	20,000.00
Consultant Services	3,000.00
Management Fees	33,000.00
Equipment -- Outside	2,000.00
Equipment Maintenance	500.00
Insurance	3,500.00
Legal Fees	3,000.00
License Fees	
Maintenance -- Office	2,000.00

Item	Budget Year 1996
Snow Plowing	$6,000.00
Street Maintenance/ Beautification	10,000.00
Security Services	94,000.00
Training and Workshops	
Transportation -- Travel	200.00
Office Expenses:	1,500.00
Employees' Benefits	
Office Equipment	1,500.00
Office Rent	9,600.00
Postage	300.00
Printing/Publications	6,000.00
Salaries	
Subscriptions/Dues	
Supplies	1,200.00
Telephone	700.00
Utilities and Electric	3,400.00
Outdoor Sanitation Facilities	3,300.00
Other:	
Canopy Cleaning	3,000.00
Canopy Electric	16,500.00
Canopy Relamping	5,000.00

Item	Budget Year 1996
Contingency Fund for Uncollected Taxes (5% of budget)	$18,300.00

TOTAL:

Estimated Tax Levy: $287,500.00

Capital Improvements

63rd And Halsted

Greater Englewood Special Service Area Number 11

"Reserve Funds" Budget

Phase I -- Year I -- 1996.

Revenue		
Anticipated beginning balance January, 1996	$101,250	
$125,000 C.D. maturing January 2, 1996 plus interest	132,660	$233,910
Expenses		
Estimated costs for roofing work on selected canopies (including overhead and profit)		

Demolition

Flashing removal with shears: 6,500 feet at $1.25 per foot	$ 8,125	
Gutter and downspout removal: 3,100 feet at $1.25 per foot	3,875	
Roofing membrane removal: 31,000 square feet at $.50 per foot	15,500	
Insulation removal: 31,000 square feet at $.35 per foot	10,850	
Dumpster: $750 per week for 4 weeks	$ 3,000	$ 41,350

Asphalt Built-Up Roofing Systems

Deck spanning material $\frac{3}{4}$ inch tongue and groove CDX plywood mechanically fastened to existing metal deck: 31,000 square feet at $1.20 per square foot	$37,200	
Nailed base ply and 3 plies mopped asphalt No. 15 felts and asphalt flood coat: 31,000 square feet at $1.20 per square foot	37,200	
Mill finish .050 aluminum edge and gutter flashing: 6,500 lineal feet at $5.00 per lineal foot	32,500	
Enameled aluminum gutters: 3,100 lineal feet at 3.50 per lineal foot	10,850	
Enameled aluminum downspouts: 32 at 10 lineal feet/each at $2.75 per lineal foot	880	$118,630

General Requirements: 31,000 square feet at 20 days, plus allowance

Daily mobilization, daily clean-up and demobilization, testing allowance, final clean-up and security	$ 18,000
Design Fee	10,000
Contingency at 10 percent	18,800
GRAND TOTAL:	$206,780

*The remainder of the Reserve Funds in the projected amount of One Hundred Eighty-four Thousand Two Hundred Twenty Dollars ($184,220) shall be spent during the term of this Agreement pursuant to an amended Reserve Funds budget approved by all the parties hereto.

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Englewood Business Men's Association

Bidder/Proposer Address: 6426 South Halsted Street

Chicago, Illinois 60621

Federal Employer I.D. Number: 36-6111495

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State 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 (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). 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 Tony Kim (Name), as President (Title)

and on behalf of Englewood Business Men's Association (Business Name) ("Contractor")

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code 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: (check one)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list):

Names of all directors of corporation (or attach list):

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

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

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

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

If "Yes" provide the above information, as applicable, for each of said corporations.

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

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

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (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
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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 hold such interest:

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

_____

_____

_____

_____

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

_____

_____

Section 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.

Section 5.

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 (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)
(See Attached List)		(See Attached List)	

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code 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

2) How many persons are currently employed by bidder/proposer? ____
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) [illegible]

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: _____

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

_____

_____

_____

(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.

[redacted]

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the

officer's or employee's official capacity); or

Contractor, any such subcontractor or any such affiliated entity[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity[1] during a period of three (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

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[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

4. The Contractor understands and will abide by all provisions of

[redacted]

Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor

an admission of guilt of the conduct described in Section III A (1)

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 Contractor's Affidavit. 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[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification, (b) bid-rigging[3], bid-rotating[4], 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 (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[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification; or (b) of bid-rigging[3], bid-rotating[4] 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 A (1) (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,

[redacted]

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

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[5].

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 (3) year period preceding this proposal been convicted of or had a civil judgment

[redacted]

rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal,

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, 720 ILCS 5/33E-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, 65 ILCS 5/11-42.1-1.

2. No corporation shall be barred from contracting with any unit of state

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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 Chicago Municipal Code, using substantially the same management, ownership or principals as the ineligible entity.

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, 720 ILCS 5/33E-3.

4. For purposes of Section III A 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 three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local

[redacted]

government with the intent that the award of such bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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.

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.

V.

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) Tony Kim
Signature of Authorized Officer

Tony Kim

[redacted]

Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 6th day of November, 19 95, by

Tony Kim (Name) as President (Title) of Englewood Business Men's Association (Contractor).

(Signed) Joseph R. Miles
Notary Public Signature

[Official Seal]
Joseph R. Miles
Notary Public, State of Illinois
My commission expires September 19, 1999.

List of Englewood Business Men's Association Board of Directors referred to in this Contractor's Affidavit reads as follows:

Englewood Business Men's Association.

September 1995 To August 1996.

Board Of Directors.

President Tony Kim

[redacted]

Diana Shoes, 6340 South Halsted Street
(Telephone number omitted for printing purposes)

Board Of Directors: Chicago City Bank & Trust, 815 West 63rd Street

Vice President	Charles A. Davis The Phoenix Group, 2400 South Michigan Avenue (Telephone number omitted for printing purposes)
Secretary	Han S. Suh Chic Classics, 6310 South Halsted Street (Telephone number omitted for printing purposes)
Treasurer	Joseph Bohula Street (Telephone number omitted for printing purposes)

Executive Council.

Dallas H. Himm	Chicago City Bank, 815 West 63rd Street (Telephone number omitted for printing purposes)
Kwang S. Lee	U.S. Men's Fashions, 6335 South Halsted Street (Telephone number omitted for printing purposes)
Jeffery Kernis	Norman Jewelers, 6355 South Halsted Street (Telephone number omitted for printing purposes)

Directors

Myung Chang	Mr. Englewood Men's Shoes, 6319 South Halsted Street (Telephone number omitted for printing purposes)

Directors (Cont.)

Donald Hall	Don's Fashions, 6417 South Halsted Street (Telephone number omitted for printing purposes)
Barbara Ford	Circle-Inland Furniture, 825 West 63rd Street (Telephone number omitted for printing purposes)
Charles Janek	Peoples Gas Light and Coke Company, 846 West 63rd Street (Telephone number omitted for printing purposes)
Louis Fonseca	Keo's, 6246 South Halsted Street (Telephone number omitted for printing purposes)
Young Yi	Hilltop, 6328 South Halsted Street (Telephone number omitted for printing purposes)
Randall Brown	The Popcorn Corner, 6301 South Halsted Street (Telephone number omitted for printing purposes)

Associate Members.

Cecil Davis	Englewood Community Development Corporation
Otis Monroe	The Monroe Foundation
Shirley Coleman	16th Ward Alderman
Arenda Troutman	20th Ward Alderman
Allen Streeter	17th Ward Alderman

(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Contractor or Subcontractors.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation And Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella). Million Dollars ($1.000.000). Coverage extensions shall include When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) All Risk Blanket Builders Risk Insurance.

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide All Risk Blanket Builders Risk Insurance to cover the materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility.

(6) Valuable Papers Insurance.

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

(7) All Risk Property Insurance.

The Contractor shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned or rented by Contractor.

(8) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

if the coverages have an expiration or renewal date occurring during the

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement and the City retains the right to stop work until proper evidence of insurance is provided.

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

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

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's

liabilities and responsibilities specified within the Agreement documents or The City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If the Contractor or its Subcontractors desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the Services covered by this contract, and, during the time period following final completion if Security Firm is required to return and perform additional services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this contract.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

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

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the work to be performed, the Security Firm shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in

compliance with all requirements of this contract. The failure of the The Security Firm agrees that each insurer shall waive its rights of deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Security Firm.

subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If the Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.

Prevailing Wages.

_____

_____

_____

_____

(Sub)Exhibit 7.
(To Service Provider Agreement)

Performance Bond Form.

Specification Number: _____

Bidder/Proposer Name: Englewood Business Men's Association

Bidder/Proposer Address: 6426 South Halsted Street

Chicago, Illinois 60621

Federal Employer I.D. Number: 36-6111495

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State 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 (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V

(page 8). 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

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 Tony Kim (Name), as President (Title)

and on behalf of Englewood Business Men's Association (Business Name) ("Contractor")

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code 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: (Check One)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of - Names of all directors of -

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

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

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

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

If "Yes" provide the above information, as applicable, for each of said corporations.

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

[redacted]

percentage interest of each.

corporation's latest published annual report and/or Form 10-K if the information is contained therein.

		Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (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 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
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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 by another person or legal entity, state the name and address of such

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

_____

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled person or entity possessing such control and the relationship under which such control is being or may be exercised:

_____

_____

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

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

_____

_____

Section 5.

Not-For-Profit Corporations.

[redacted]

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 Names of all directors of

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
(See Attached List)		(See Attached List)	

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code 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:

[redacted]

Yes: _____ No: _____

2) How many persons are currently employed by bidder/proposer?_____ Chicago locations?

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: _____

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

_____

_____

_____

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of

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[1] 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[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity[1] during a period of three (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

or any similar offense of any state or the United States which 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[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

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" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

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 Contractor's Affidavit. 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[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification, (b) bid-rigging[3], bid-rotating[4], 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 convicted of: (a) any of the conduct described in Section III A (1) (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[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been (a) or (b) of this certification; or (b) of bid-rigging[3], bid-rotating[4] 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 A (1) (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. The 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.

3. Contractor is delinquent in the payment of any tax administered In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

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

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. _____ [illegible] 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[5].

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 (3) 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, or 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 D (1) (a) above; and

[redacted]

enumerated in Paragraph D (1) (a) above; and

d. have not within a three-year period preceding this (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, 720 ILCS 5/33E-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, 65 ILCS 5/11-42.1-1.

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

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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

Chicago Municipal Code, using substantially the same management, offense of and engages in bid-rigging when he knowingly agrees with any

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 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, 720 ILCS 5/33E-3.

4. For purposes of Section III A 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 three (3) contract bids within a period of ten (10) 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 bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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:

[redacted]

the contracting authority for the municipality determines that:

Contractor shall comply with these certifications during the term of the 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.

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, contract.

V.

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) Tony Kim
Signature of Authorized Officer

Tony Kim
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

[redacted]

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 6th day of November, 19 95, by

Tony Kim (Name) as President (Title) of

Englewood Business Men's Association (Contractor).

(Signed) Joseph R. Miles
Notary Public Signature

[Official Seal]
Joseph R. Miles
Notary Public, State of Illinois
My commission expires September 19, 1999.

List of Englewood Business Men's Association Board of Directors referred to in this Performance Bond Form reads as follows:

Englewood Business Men's Association.

Board Of Directors.

September 1995 To August 1996.

President	Tony Kim Diana Shoes, 6340 South Halsted Street (Telephone number omitted for printing purposes)
Vice President	Charles A. Davis The Phoenix Group, 2400 South Michigan Avenue

[redacted]

Avenue
(Telephone number omitted for printing purposes)

Board Of Directors. (Cont.)

Secretary	Han S. Suh Chic Classics, 6310 South Halsted Street (Telephone number omitted for printing purposes)
Treasurer	Joseph Bohula Chicago City Bank & Trust, 815 West 63rd Street (Telephone number omitted for printing purposes)

Executive Council.

Dallas H. Himm	Chicago City Bank, 815 West 63rd Street (Telephone number omitted for printing purposes)
Kwang S. Lee	U. S. Men's Fashions, 6355 South Halsted Street (Telephone number omitted for printing purposes)
Jeffery Kernis	Norman Jewelers, 6355 South Halsted Street (Telephone number omitted for printing purposes)

Directors.

Myung Chang	Mr. Englewood Men's Shoes, 6319 South Halsted Street (Telephone number omitted for printing purposes)
Donald Hall	Don's Fashions, 6417 South Halsted Street (Telephone number omitted for printing purposes)

Directors. (Cont.)
purposes)

Barbara Ford	Circle-Inland Furniture, 825 West 63rd Street (Telephone number omitted for printing purposes)
Charles Janek	Peoples Gas Light and Coke Company, 846 West 63rd Street (Telephone number omitted for printing purposes)
Louis Fonseca	Keo's, 6246 South Halsted Street (Telephone number omitted for printing
Young Yi	Hilltop, 6328 South Halsted Street (Telephone number omitted for printing purposes)
Randall Brown	The Popcorn Corner, 6301 South Halsted Street (Telephone number omitted for printing purposes)

Associate Members.

Cecil Davis	Englewood Community Development Corp.
Otis Monroe	The Monroe Foundation
Shirley Coleman	16th Ward Alderman
Arenda Troutman	20th Ward Alderman
Allan Streeter	17th Ward Alderman

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT
Business Association, having had the same under advisement, begs leave to
NUMBER 13.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 13 and the execution of a management agreement with the Back of Yards report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

Alderman Natarus 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 Services"); and
pursuant to the provisions of the Special Service Area Tax Law, 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 (collectively, the "Establishment 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

WHEREAS, The Establishment 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 Establishment Ordinance included private security, street sweeping, landscape maintenance, and other assistance activities to promote industrial and economic development; and

WHEREAS, The Establishment 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 amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; 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, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and

has recommended to the Department of Planning and Development, the terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

Stockyards Special Service Area Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Agreement for the provision of Special Services	$493,878
TOTAL BUDGET REQUEST:	$493,878

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 Service Area Number 13	$493,878

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Four Hundred Ninety-three Thousand Eight Hundred Seventy-eight Dollars ($493,878) as the amount of the Services Tax for the tax year 1995.

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 on or prior to December 26, 1995, 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 1995 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. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (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 10. Effective Date. This ordinance shall take effect ten (10) [illegible] *The City Of Chicago*

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

Exhibit "A".

Agreement For Special Service Area Number 13

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Back Of The Yards Neighborhood Council,

Effective January 1, 1996 Through December 31, 1996.

This agreement for the management of Special Service Area Number 13 is entered into by and between the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor") and the City of Chicago ("City") a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

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 Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service [redacted]

Area Number 13" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real

property tax in the Area sufficient to produce revenues required to provide agreement, the City and Contractor agree as follows:
one percent (1.90%) of the equalized assessed value of all property within the Area ("Services Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1996, for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this agreement to provide the Special Services, to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by the City Council on July 24, 1991, as amended by an ordinance enacted by the City Council on November 6, 1992, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provisions of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.
Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with assigned to perform the Services. Salaries and wages due of all employees of expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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, or classify its 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 Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

3.05 Insurance.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 5, §750, Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorported by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark,

[redacted]

copyright or of any other tangible or intangible personal or property right, or

any actual or alleged violation of any applicable statute, ordinance, order, hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

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 Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited to the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any of the Subcontractors shall furnish the S.S.A.C. with semiannual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and cost incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agent or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to shall void the attempted assignment, delegation or transfer and shall be of days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C. The absence of such provision or written consent no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1996, or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement in accordance with Section 8.03 for one (1) six (6) month period under the same term and conditions except for a revised Budget and Scope of Services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Four Hundred Ninety-three Thousand Eight Hundred Seventy-eight and no/100 Dollars ($493,878.00) or the total amount of the Service Tax Funds actually collected for tax year 1995, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each Service described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account Numbers are _____.

Any funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a

subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 306-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code

of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners, and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provisions and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That, except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other units of government and no other officer, employee, S.S.A.C. member or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest direct or indirectly in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner, in his reasonable judgment, determines that any of Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee, or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

1. failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

2. failure to perform the Services in a manner satisfactory to the City;

3. failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

4. discontinuance of the Services for reasons within the Contractor's reasonable control;

5. failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

6. any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which the Contractor has failed to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be a termination for convenience.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

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

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Commissioner, or their successors and assigns. The City shall incur no liability for revised Services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor 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 the Agreement. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all Services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of the Services during any transition period and shall otherwise comply with the reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Back of the Yards Neighborhood Council
Special Service Area No. 13
1751 West 47th Street
Chicago, Illinois 60609
Attention: Executive Director

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To: Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor: Back of the Yards Neighborhood Council

_____

_____

Attention: _____

Changes in the above referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Section 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____
Commissioner, Department of Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

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

_____
Notary Public

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Scope Of Services Provided For Special Service Area Number 13.

The Back of the Yards Neighborhood Council, (B.Y.N.C.), will provide the following services on behalf of Special Service Area Number 13 as per the terms of the preceding contract:

I. Security Patrol.

A. Coordinate security program to ensure property owners' satisfaction of service.

B. Monitor security firm to ensure contract compliance.

C. Provide office space for dispatch radio base station.

D. Provide a full-time dispatcher to monitor and dispatch security officers.

E. Maintain up-to-date information on day-time and night-time emergency telephone contacts for all properties located within Special Service Area Number 13.

II. Maintenance.

A. Provide light maintenance such as spot-sweeping and removal of trash and tires as needed.

III. Other Services.

The Back of the Yards Business Association (B.Y.B.A.) will assume other services as needed, pending approval from governing boards of both B.Y.B.A. and Special Service Area Number 13.

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: Stockyards S.S.A. No. 13

Chairman, Special Service Area: Richard McCurrie Telephone: (Omitted for printing purposes)

Sole Service Provider: Back of the Yards Neighborhood Council

Program Manager: Mark E. Roschen Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996
Accounting and Auditing	$ 4,620.00
Advertising and Promotion	
Consultant Services	
Equipment	
Equipment Maintenance	
Insurance	3,465.00
Legal Fees	
License Fees	
Maintenance	
Snow Plowing	

Item	Budget Year 1996
Street Maintenance/ Beautification	$ 27,881.00
Security Services	369,734.00
Training and Workshops	
Transportation	
Office Expenses:	
Employees' Benefits	16,994.00
Office Equipment	1,240.00
Office Rent	2,800.00
Postage	
Printing/Publications	
Salaries	42,000.00
Subscriptions/Dues	
Supplies	
Telephone	450.00
Utilities	
Other:	
Contingency Fund for Uncollected Taxes (5% of budget)	24,694.00
TOTAL:	$493,878.00

Estimated Tax Levy: .0066 (0.66%)

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Back Of The Yards Neighborhood Council

Bidder/Proposer Address: 1751 West 47th Street

Chicago, Illinois 60609

Federal Employer I.D. Number: 36-2079600

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State 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 (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). 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 Ronald Rufo (Name), as President (Title)

and on behalf of Back Of The Yards Neighborhood Council (Business Name) ("Contractor")

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code 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: (check one)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of NA

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 one hundred (100) shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None		%
		%
		%
		%

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 one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None		%
		%
		%
		%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (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
None	%
	%
	%
	%

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 hold such interest:

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

None

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:

None

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.

None

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [ ] No [x]

c. Names of all officers of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
(See Attached List)	

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
(See Attached List)	

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code 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: X No: _____

2) How many persons are currently employed by bidder/proposer? 12

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: X

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

None

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? 12

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: X

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any Subcontractor to be used in the performance of this contract, or any affiliated entity[1] 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[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a Subcontractor or Subcontractor's affiliated entity[1] during a period of three (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[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

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" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

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 Contractor's Affidavit. 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[1], or any agent, partner, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A 1 (a) or (b) of this

certification, (b) bid-rigging[3], bid-rotating[4], 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 A 1 (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[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A. 1 (a) or (b) of this certification; or (b) of bid-rigging[3], bid-rotating[4] 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 A. 1 (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. R.R. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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 C, above[5].

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 the 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 D (1) (b) 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, 720 ILCS 5/33E-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 contract under the contract in a civil action, 65 ILCS 5/11-42.1-1.

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

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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

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, 720 ILCS 5/33E-3.

4. For purposes of Section III A 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 three (3) contract bids within a period of ten (10) 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 bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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.

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.

V.

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) Ronald A. Rufo
Signature of Authorized Officer

Ronald A. Rufo
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 6th day of November, 19 95, by Ronald A. Rufo (Name) as President (Title) of Back of the Yards Neighborhood Council (Contractor).

(Signed) Leila Rivera
Notary Public Signature

[Official Seal]
Leila Rivera
Notary Public, State of Illinois
My commission expires January 12, 1999.

List of Back of the Yards Neighborhood Council Officers and Members referred to in this Contractor's Affidavit reads as follows:

Back Of The Yards Neighborhood Council

Officers -- Elected April 2, 1995.

President	Ron Rufo 300 West Division Street Melrose Park, Illinois 60160
Treasurer	Dorothy Chaplick Cole Taylor Bank/Drovers 1542 West 47th Street Chicago, Illinois 60609
Recording Secretary	Marina Rey 6823 West 63rd Street Chicago, Illinois 60638

Vice President -- Recreation	Joseph Bedore Davis Square 4430 South Marshfield Avenue Chicago, Illinois 60609
Vice President -- Industry	Frank Motola Wicker Park Association 705 Hickory Street Lemont, Illinois 60439
Vice President -- Education	Leila Rivera 4446 South Honore Street Chicago, Illinois 60609
Vice President -- Churches	Reverend John Tilford St. Michael Parish 4821 South Damen Avenue Chicago, Illinois 60609
Vice President -- Business	Julian Ramirez, D.D.S. 4656 South Ashland Avenue Chicago, Illinois 60609
Vice President -- Social/Fraternal	Jesus Rey 6823 West 63rd Street Chicago, Illinois 60638
Vice President -- Senior Citizens	Cecilia Roszak 4540 South Komensky Avenue Chicago, Illinois 60609
Sergeant-At-Arms	Julia Ordoñez 4626 South Paulina Street Chicago, Illinois 60609
Sergeant-At-Arms	Judith Maria Elena Benitez 1936 West 47th Street Chicago, Illinois 60609
Sergeant-At-Arms	Stanley Ksiazek 7222 South Ridgeway Avenue Chicago, Illinois 60629

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Contractor or Subcontractors.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation And Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from the Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the

provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement and the City retains the right to stop work until proper evidence of insurance is provided.

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

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

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Contractor or its Subcontractors desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

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

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the Services covered by this contract, and, during the time period following final completion if Security Firm is required to return and perform additional services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this contract.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

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

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per

occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this contract. The failure of the Contractor to obtain such evidence from the Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that each insurer shall waive its rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 14.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 14 and the execution of a management agreement with the Lithuanian Human Services Council, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

Alderman Natarus 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 Special Service Area Tax Law, 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 "Establishment 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 Establishment Ordinance established the Area as that territory approximately bounded by West 67th Street on the north, West 75th Street on the south, South Kedzie Avenue on the west and South Bell Avenue on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included a private security patrol program; and

WHEREAS, The Establishment 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 amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; 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, 1996, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1995 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1996, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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, 1996 and ending December 31, 1996.

	Expenditures
Service Provider Agreement for the provision of Special Services	$201,300
TOTAL BUDGET REQUEST:	$201,300

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 Service Area Number 14	$201,300

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 Establishment Ordinance, the sum of Two Hundred One Thousand Three Hundred Dollars ($201,300) as the amount of the Services Tax for the tax year 1995.

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 on or prior to December 26, 1995, 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 1995 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. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Lithuanian Human Services Council of the U.S.A., Inc., an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (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 10. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Service Area Number 14

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Lithuanian Human Services Council Of The U.S.A., Inc.,

Effective January 1, 1996 Through December 31, 1996.

This agreement for the management of Special Service Area Number 14 is entered into by and between the Lithuanian Human Services Council of the

U.S.A., Inc., an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 14" ("Area") to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed forty-one one-hundredths of one percent (.41%) of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1995 authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 1996 for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means the ordinance enacted by the City Council on October 7, 1993, as amended by an ordinance enacted by the City Council on March 9, 1995, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provisions of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (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, or

classify its 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 Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq., 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 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794; Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq..

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 5, §750, Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorported by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims, are considered groundless, false or fraudulent.

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 Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited to the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with a semiannual report or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription and

an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1996 ("Effective Date") and shall continue through December 31, 1996, or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised Budget and Scope of Services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Two Hundred One Thousand Three Hundred Dollars ($201,300) or the total amount of Service Tax Funds actually collected for tax year 1995, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. shall prepare a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each Service described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation as set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account

and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the Account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account Numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in Fund Number 392-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners, and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provisions and require understanding and compliance therewith; and

F. That it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

G. That, except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

H. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in

connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreements, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, S.S.A.C. member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly in this Agreement or such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members, if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner, in his reasonable judgment, determines that any of

Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. The Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

1. failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

2. failure to perform the Services in a manner satisfactory to the City;

3. failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

4. discontinuance of the Services for reasons within the Contractor's reasonable control;

5. failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

6. any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors, shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Termination For Convenience.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be a termination for convenience.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

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

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor 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. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all Services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with

reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

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

8.09 Interpretation.

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City, by a proper authority, waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any dispute concerning a question of fact arising

under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision shall be final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by the United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:	Marquette Park Special Service Area Commission 2711 West 71st Street Chicago, Illinois 60629 Attention: Genevieve Harris, Chairperson Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To The Contractor:	Lithuanian Human Services Council of the U.S.A., Inc. 2711 West 71st Street Chicago, Illinois 60629 Attention: Birute Jasaitis, President

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to the City Council ordinance enacted on _____, 1995 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

_____
S.S.A.C. Chairperson

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

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

_____
Notary Public

[Official Seal]

My commission expires _____

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement)

Scope Of Services.

Guidelines.

-- Uniformed armed guards will be assigned to patrol in automobile.

-- Will maintain log of patrol and record all incidents during patrol, will give daily log information to Sole Service Provider ("S.S.P.").

-- A minimum of two (2) security officers required for each shift.

-- Security services will provide own automobile for contracted services. The automobile will be designated for the exclusive use of the Special Service Area Number 14 ("S.S.A. No. 14"). The automobile is to be a late model (no more than two years old), four door and full size vehicle. It should be equipped with radio dispatching abilities, Mars lights, alley lights, spot lights and S.S.A. No. 14 logo.

-- Flexible hours to be determined by the commission. Using pilot project figures the total pool of yearly hours will be approximately 5,344 or 14.6 hours daily, for a budget of $155,500 per year. Hours may be arranged weekly, monthly, ie.: July, 24-hour coverage, January, 10-hour coverage.

-- Contractor to have base station to dispatch from, with a dedicated line for S.S.A. No. 14. Must also have dispatch ability to security vehicle. Dispatch line must be manned as per patrol.

-- Contractor must supervise security patrol, general supervision -- to be checked at least two (2) times per tour of duty.

-- Contractor shall be licensed, bonded and insured by the State of Illinois and furnish registration number.

-- Contractor must have a minimum of five (5) years of experience in the security field.

-- Contractor must submit evidence that the personnel who will be assigned have been duly registered by the State of Illinois. A copy of the Firearms Owners Identification Card must accompany the bid.

-- Contractor must submit a description of the training program for new hires as well as ongoing programs for all employees.

-- Contractor must show experience in administrating a residential security patrol similar to the Marquette Park proposal.

-- Contractor to provide listing and brief description of all legal actions for the past three (3) years in which the firm (or any team member) has been:

a. a debtor in bankruptcy; or

b. a defendant in a lawsuit for deficient performance under a contract and the damages exceed One Hundred Thousand and no/100 Dollars ($100,000.00); or

c. a respondent in an administrative action for deficient performance on a project; or

d. a defendant in any criminal action.

The committee will present the above to the commissioners for approval to present to the community during the hearing. After input from the community during the hearing the commissioners will need to amend and vote on the guidelines, so that we might start the bidding process.

(Sub)Exhibit 2.
(To Service Provider Agreement)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name and Number: Marquette Park S.S.A. No. 14

Chairman, Special Service Area: Genevieve Harris Telephone: (Omitted for printing purposes)

Sole Service Provider: Lithuanian Human Services Council of the U.S.A., Inc.

Program Manager: Birute Jasaitis Telephone: (Omitted for printing purposes)

Budget Period: From: January 1, 1996 To: December 31, 1996

Item	Budget Year 1996
Accounting and Auditing	$ 2,500.00
Advertising and Promotion	
Cleaning of Area	
Consultants Services	
Equipment	
Equipment Maintenance	
Insurance	4,750.00
Legal Fees	6,000.00
License Fees	
Maintenance	
Snow Plowing	
Street Maintenance/ Beautification	
Security Services	160,000.00
Training and Workshops	
Transportation	
Office Expenses:	2,100.00
Employees' Benefits	
Office Equipment	
Office Rent	
Postage	300.00
Printing/Publications	400.00
Salaries	14,000.00

Item	Budget Year 1996
Subscriptions/Dues	
Supplies	$ 400.00
Telephone	600.00
Utilities	
Other:	
Miscellaneous	1,000.00
Contingency Fund for Uncollected Taxes (5% of budget)	9,250.00
TOTAL:	$201,300.00

Estimated Tax Levy: .310%

***Total Budget For 1996 With $85,000.00 From Money Carried Over From The 1995 Expense Budget Money Collected From 1994 Taxes Will Be $286,300.00.

(Sub)Exhibit 3.
(To Service Provider Agreement)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Lithuanian Human Services Council of the U.S.A., Inc.

Bidder/Proposer Address: 2711 West 71st Street

Chicago, Illinois 60629

Federal Employer I.D. Number: 36-3163350

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State 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 (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). 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 Birute Jasaitis (Name), as President (Title)

and on behalf of Lithuanian Human Services Council (Business Name) ("Contractor") having been

duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code 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: (Check One)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of NA

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)
NA			

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

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

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 one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

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

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (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
NA	%
	%
	%
	%

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 hold such interest:

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

NA

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:

NA

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.

NA

Section 5.

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 (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)
(See Attached List)		(See Attached List)	

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code 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: x No: _____

2) How many persons are currently employed by bidder/proposer? 5

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: x

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

_____

_____

_____

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? 5

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[1] 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[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a Subcontractor or Subcontractor's affiliated entity[1] during a period of three (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[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during

a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

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" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

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 Contractor's Affidavit. 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[1], or any agent, partner, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A(1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], 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 A(1) (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[1] or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A.1 (a) or (b) of this Certification; or (b) of bid-rigging[3], bid-rotating[4]

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 A.1 (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. B.J. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

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 C above[5].

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: the 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; a 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 (D) (1) (b) 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, 720 ILCS 5/33E-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 contract under the contract in a civil action, 65 ILCS 5/11-42.1-1.

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

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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 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, 720 ILCS 5/33E-3.

4. For purposes of Section III A 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 three (3) contract bids within a period of ten (10) 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, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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.

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.

V.

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) Birute Jasaitis
Signature of Authorized Officer

Birute Jasaitis
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 6th day of November, 19 95, by Birute Jasaitis (Name) as President (Title) of Lithuanian Human Services Council (Contractor).

(Signed) Birute Podis
Notary Public Signature

[Official Seal]
Birute Podis
Notary Public, State of Illinois
My commission expires August 30, 1999

List of Lithuanian Human Services Council of the U.S.A., Inc. Officers and Directors referred to in this Contractor's Affidavit reads as follows:

Lithuanian Human Services Council Of The U.S.A., Inc.

Officers And Directors.

Birute Jasaitis, President
7720 South Troy Avenue
Chicago, Illinois 60629

Dr. Petras Kisielius, Director
1634 South 49th Avenue
Cicero, Illinois 60650

Linas A. Norusis, Director -- Treasurer
11 Birchdale Drive
Lockport, Illinois 60441

Julija Saulius, Director
3143 South Lowe Avenue
Chicago, Illinois 60616

Juozas Zygas, Director
9604 South Karlov Avenue
Oak Lawn, Illinois 60453

Aldona Smulkstys, Secretary
7114 South Mozart Street
Chicago, Illinois 60629

Regina Kulys, Ph.D.
632 Cass Avenue
Westmont, Illinois 60559

(Sub)Exhibit 4.
(To Service Provider Agreement)

Contractor Insurance Provisions.

The Contractor shall procure and maintain at all times, at Contractor's own expense, until final completion of the Services covered by this Agreement, and, during the time period following final completion if Contractor is required to return and perform additional Services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Contractor or Subcontractors.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation And Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. Coverage extensions shall include other states' endorsement, alternate employer and voluntary compensation endorsement, when applicable.

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(3) Comprehensive Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars ($500,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under the agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(5) Blanket Crime Insurance.

The Contractor shall provide Blanket Crime Insurance coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, 20 North Clark Street, Room 2800, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain such evidence from the Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligation to provide insurance

as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this Agreement and the City retains the right to stop work until proper evidence of insurance is provided.

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

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

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Contractor.

The Contractor agrees and shall cause each of its Subcontractors to agree that each insurer shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Contractor or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

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

(Sub)Exhibit 5.
(To Service Provider Agreement)

Security Firm Insurance Provisions.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, until final completion of the services covered by this contract, and, during the time period following final completion if Security Firm is required to return and perform additional services for any reason whatsoever, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this contract.

A. The kinds and amounts of insurance required are as follows:

(1) Workers' Compensation And Occupational Disease Insurance.

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

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

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

(3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per

occurrence combined single limit, for bodily injury and property damage.

(4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars ($1,000,000). Coverage extensions shall include Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form prior to award of this contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this contract. The failure of the Contractor to obtain such evidence from the Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the provisions of this contract regarding insurance. Non-conforming insurance shall not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a violation of this contract and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that each insurer shall waive its rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under this contract.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Security Firm desires additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION FOR EXECUTION OF WATER SUPPLY CONTRACT WITH CITY OF DES PLAINES, ILLINOIS.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance directing the Commissioner of the Department of Water to enter into and execute an agreement to supply water to the City of Des Plaines, 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, with Alderman Buchanan dissenting.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") possesses the power and authority and is required to furnish water from the City's water mains to others; and

WHEREAS, Pursuant to an ordinance adopted on February 13, 1986 by the City Council of the City (the "City Council") and published in the Journal of Proceedings of the City Council for such date at pages 27947 -- 27952, the City entered into an agreement (the "Prior Agreement") with the City of Des Plaines, Illinois (the "Municipality") to supply water to the Municipality; and

WHEREAS, Prior Agreement is due to expire in accordance with its terms on December 16, 1995; and

WHEREAS, The City is willing to continue to supply water to the Municipality under substantially the terms of the attached form of a five (5) year water supply contract (the "Agreement"); and

WHEREAS, Except as otherwise provided in the Agreement, the water furnished pursuant to the Agreement shall not be resold to customers located outside the corporate limits of the Municipality without the approval of the Municipality and the City Council; now, therefore,

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

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

SECTION 2. The Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Water to approve, and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a water supply contract between the City and the Municipality in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

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

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

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

Exhibit "A".

Water Supply Contract Between

The City Of Chicago

And

The City Of Des Plaines, Illinois.

This Agreement made and entered into this ____ day of _____, 1995 and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "City"), and the City of Des Plaines, Illinois (hereinafter called the "Purchaser") in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

Witnesseth:

Whereas, The City and the Purchaser entered into a ten (10) year agreement on the 16th day of December, 1985, for the furnishing from the City's water mains at the City limits, at west of the Wisconsin Central Railroad tracks and just south of the City limits at West Devon Avenue, a supply of water for consumers supplied by the Purchaser's water system not to exceed an annual average of 7,901,000 gallons per day in 1985, and increasing to 8,174,800 gallons per day in 1994, with the maximum rate of flow from the City's water mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to enter into a new water supply contract with the Purchaser, and furnish water from the existing connection to the City's water main at the City limits, at west of the Wisconsin Central Railroad tracks and just south of the City limits at West Devon Avenue;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished.

(1) The City agrees to furnish to the Purchaser, and the Purchaser agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City (the "Commissioner") from the City's water mains at the City limits, at west of the Wisconsin Central Railroad tracks and just south of the City limits at West Devon Avenue, to be used by the Purchaser in supplying water to consumers located within the corporate limits of the Purchaser and as provided in Paragraph A(2) herein. All water usage is to be in accordance with the allocation of the State of Illinois, Department of Transportation or any successor thereto having authority over the allocation of Lake Michigan water (a "Successor").

(2) The Purchaser is further authorized to supply Lake Michigan water obtained from the City to (i) six accounts located outside the corporate limits of the Purchaser, and (ii) Citizens Utility Company, located in Addison, Illinois (collectively, the "Subsequent Purchasers"). All water usage is to be in accordance with the allocations of the State of Illinois, Department of Transportation or its Successor. Any increase in the allocation to the Subsequent Purchasers shall be subject to the approval of the Commissioner. It is clearly understood by the Purchaser that this authorization is non-exclusive and in no way guarantees any rights to re-sell City water.

(3) The Purchaser shall not add any additional users, outside of the corporate limits of the Purchaser, of water supplied by the City without the approval of the Commissioner and the Chicago City Council.

B. Quantity Of Water To Be Furnished.

(1) The quantities of water to be furnished are to be supplied to the Purchaser and the Subsequent Purchasers for the years indicated:

Annual Average Daily Quantity In Gallons.

Year	City Of Des Plaines	Citizens Utility
1995	8,202,000	777,000
1996	8,229,000	779,000
1997	8,256,000	782,000
1998	8,284,000	784,000
1999	8,311,000	787,000
2000	8,338,000	789,000

The quantities of water for the individual consumers within the corporate limits of the Purchaser are included in the allocation made to the Purchaser. These quantities of water are in accordance with the allocations made to the Purchaser and the Subsequent Purchasers, by Opinion and Order LMO 89-2, as amended, of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation or its Successor.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the twenty-four (24) hours of each day. The maximum hourly rate of withdrawal from the City's water mains shall not exceed twice the annual average daily contracted amount. The City shall have the right to restrict the supply of water to the Purchaser in order to ensure an adequate water supply to all purchasers of City water for public health and fire protection. The Purchaser shall be responsible for any damage to the water system of the City or of any of its customers due to excessive surges caused by the malfunction or misuse of

the Purchaser's water system, including, without limitation, fast-acting valves or booster station operation.

(3) The Purchaser shall install a flow control system and a pressure recording system consisting of a manually operated flow control valve controlled by the City at a meter vault on existing water service connection to the City's water mains at the City limits at its connection at west of the Wisconsin Central Railroad tracks and just south of the City limits at West Devon Avenue in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Purchaser shall provide within two (2) years the necessary equipment to transmit pressures, rates of flow and receiving reservoir elevations, and to convert the manually operated flow control valves to remotely controlled flow control valves. Such equipment shall be in accordance with plans and specifications prepared by the Purchaser and approved by both the Purchaser and the City (which approval by either party shall not be unreasonably withheld). All devices necessary for the control and Transmission of pressures and rates of flow of water furnished shall be provided and maintained by the Purchaser. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valve shall be controlled by the City.

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending five (5) years from the date hereof, provided, however, that the City and the Purchaser may agree to renew this contract for successive like terms. If either the City or the Purchaser shall desire to renew this contract, such party shall provide written notice thereof to the other party hereto six (6) months prior to the expiration of each said five (5) year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Department of Transportation or its successor.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions so as to bind the City by making any promise or representation not contained herein; provided that the Commissioner may make modifications pursuant to paragraph C (7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated annually by the State of Illinois, Department of Transportation or its Successor to the Purchaser.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description that may arise as a result of making this contract and furnishing water hereunder.

(7) The Purchaser may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Purchaser agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Purchaser shall submit to the City by the tenth (10th) day of each month, a report showing the amount of water received the previous month from the City; and the amount furnished to customers of the Purchaser.

III. Reservations.

(10) In the event of a default in payment of a water bill by the Purchaser, the City reserves the right to require the Purchaser to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate.

(11) The City reserves the right to inspect, test and repair the water meters as required. All such repairs shall be charged to and paid by the Purchaser.

IV. Water Quality.

(12) The City shall supply the Purchaser with water of a quality commensurate with that furnished to its consumers within the City limits.

(13) The Purchaser shall receive its supply of water from the City by means of a method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(14) The Purchaser bears the responsibility for maintaining the water quality at any point beyond the control valve and within its distribution system. The City bears no degree of responsibility for the water quality at any point beyond the control valve.

(15) The Purchaser shall immediately notify the Commissioner of any emergency or condition that may affect the quality of water in either party's system.

(16) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Purchaser and to perform required tests upon due notice to the Purchaser.

V. Equipment Operation.

(17) The Purchaser shall provide and maintain all Service Mains (as hereinafter defined) and valves and bear the costs for connecting said Service Mains to and serving them from the City's water system. The Purchaser shall also pay any and all costs incurred by or on behalf of the City in connection with extending the City's water system to the point of connection with the Purchaser's water system, if such extension is for the sole purpose of supplying water to the Purchaser's water system. Each Service Main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City. This valve will mark the limit of the City's responsibility for maintenance of the piping system. The cost of maintaining or replacing the valve shall be the responsibility of the Purchaser. As used herein, the term "Service Main" or "Service Mains" shall mean the primary supply piping between the City's water system and the overflow tank at the Purchaser's reservoir, including the connection to the City's water system, the control valve and the meter vault.

(18) The Purchaser shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording pressures, rates of flow, reservoir levels and other required operational information.

(19) The Purchaser shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. The meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all

at the expense of the Purchaser prior to installation by the Purchaser. Plans, drawings and specifications for the equipment, piping and vault, or other protective structure must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. No substitute equipment will be allowed without written approval of the Commissioner. The meter vault shall be located no farther than one hundred fifty (150) feet from the control valve unless the Commissioner consents to installation at a greater distance. The Purchaser shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be of a size and in a location approved by the Commissioner. The tee and valve shall be a minimum of two (2) inches pipe size. The Purchaser shall provide a one (1) inch pipe size pitometer test tap in the inlet pipe ahead of the header pipe in a location approved by the Commissioner.

(20) In the event that the Purchaser should desire to alter the meter installation, the piping configuration, the meter vault or any of the Facilities (as hereinafter defined), all drawings, plans and specifications shall be submitted to the Commissioner prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the Facilities shall include construction of new Facilities or changes or additions to existing Facilities. All drawings, plans and specifications shall include profiles showing United States Geological Survey elevations and shall be prepared by a professional engineer, licensed to practice in the State of Illinois, all equipment shall be of a manufacture and type approved by the City, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois. As used herein, the term "Facilities" shall mean the Service Mains, including the control valves, meters, meter vault and all equipment contained therein, the reservoir, reservoir air gap, pumping station and equipment contained therein, and any valves, piping and backflow prevention devices on emergency connections to the City water system. In addition, all telemetry equipment connected to the City facilities shall be of a type approved by the City and shall be installed according to City standard practices.

(21) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair any meter or part of a meter which is known or suspected to be registering incorrectly. All such repairs shall be made by the City's representatives and the Purchaser shall pay for all repairs made. The Purchaser shall be responsible for replacing any meters which have been in service for a period exceeding the American Water Works Association standards for length of service or registration or which are defective and not capable of being repaired. All such replacements shall be at the expense of the Purchaser.

(22) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter

shall be prepared by the Commissioner for the purpose of billing the Purchaser. The estimate shall be based upon the average of twelve (12) preceding readings of the meter, exclusive of incorrect readings. When less than twelve (12) correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(23) The Purchaser shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Purchaser and the entities furnished water by the Purchaser's water system as authorized by the State of Illinois, Department of Transportation Opinion and Order Number LMO 89-2, as amended, and any revisions to the allocations. All reservoirs provided by the Purchaser's water system shall be considered in meeting this requirement. The Purchaser's water system is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's water system as uniformly as possible.

VI. Rates And Discounts.

(24) Charges for water furnished to the Purchaser shall be at such rate or rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance.

(25) The Purchaser shall be entitled to a discount for prompt payment of water bills similar to that allowed to metered customers inside the City.

(26) The Purchaser shall be charged a penalty for late payment of water bills similar to that charged to metered customers inside the City.

(27) Payments to be made by the Purchaser hereunder to the City for water furnished to the Purchaser shall be solely from the revenues (the "Revenues") derived from the operation of the Purchaser's water system. The Purchaser covenants and agrees to charge such rate or rates for the furnishing of water to its customers so that the Revenues shall at all times be sufficient to pay in full all amounts due to the City from the Purchaser hereunder.

In Witness Whereof, The City has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its City Clerk, and the Purchaser has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and its Corporate Seal to be hereto affixed, duly attested by its Clerk, all as of the date and year first above written.

City of Chicago, Illinois

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved:

By: _____
Commissioner of Water

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

City of Des Plaines, Illinois

Attest:

By: _____ [Seal]
Clerk

By: _____
Mayor

AUTHORIZATION FOR EXTENSION OF LETTERS OF CREDIT OR DELIVERY OF ALTERNATE LETTER OF CREDIT TO SECURE CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT SECOND LIEN REVENUE BONDS 1988 SERIES A AND 1988 SERIES B.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the extension of the Letters of Credit which secure the 1988 Series A Bonds and 1988 Series B Bonds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (the "City"), has heretofore issued (i) One Hundred Twenty-five Million Dollars ($125,000,000) aggregate principal amount of its Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1988 Series A (the "1988 Series A Bonds"), and (ii) Twenty-five Million Dollars ($25,000,000) aggregate principal amount of its Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1988 Series B (the "1988 Series B Bonds", and collectively with the 1988 Series A Bonds, the "1988 Bonds"); and

WHEREAS, The 1988 Series A Bonds are currently outstanding in the aggregate principal amount of One Hundred Seventeen Million, Nine Hundred Thousand Dollars ($117,900,000) and the 1988 Series B Bonds are currently outstanding in the aggregate principal amount of Twenty-three Million, Six Hundred Thousand Dollars ($23,600,000); and

WHEREAS, The 1988 Series A Bonds are issued under and secured by a Master Indenture of Trust Securing Chicago O'Hare International Airport Second Lien Obligations, dated as of September 1, 1984, as amended by Amendment No. 1 to Master Indenture, dated as of October 1, 1993 (the "Master Indenture"), from the City to American National Bank and Trust Company of Chicago as supplemented by a Third Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1988 Series A, dated as of December 1, 1988, as amended by the 1989 Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1988 Series A, dated as of February 1, 1989 (the "Third Supplemental Indenture") between the City and the Trustee; and

WHEREAS, The 1988 Series B Bonds are issued under and secured by the Master Indenture, as supplemented by a Fourth Supplemental Indenture Securing Chicago O'Hare International Airport Second Lien Revenue Bonds, 1988 Series B, dated as of December 1, 1988, as amended by the 1989 Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1988 Series B, dated as of February 1, 1989 (the "Fourth Supplemental Indenture") between the City and the Trustee; and

WHEREAS, The payment of the principal or purchase price of and interest on the 1988 Series A Bonds and the 1988 Series B Bonds are secured by separate Irrevocable Transferable Letters of Credit (each "1988 Letter of

Credit") issued by the Sanwa Bank Limited, acting through its Chicago Branch (the "Bank"), issued for the benefit of the Trustee; and

WHEREAS, Each 1988 Letter of Credit by its terms is scheduled to expire on January 3, 1996; now, therefore,

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

SECTION 1. The Chief Financial Officer of the City appointed by the Mayor (the "Chief Financial Officer") is hereby authorized to arrange for extensions of the 1988 Letters of Credit or, at any time whether before or after any such prior extension, if determined by the Chief Financial Officer to be in the best interests of the City, to arrange for the delivery of an Alternate Letter of Credit (as defined in the Third Supplemental Indenture) to secure the 1988 Series A Bonds and the delivery of an Alternate Letter of Credit (as defined in the Fourth Supplemental Indenture) to secure the 1988 Series B Bonds. The annual fee paid to the Bank in connection with the extension of the 1988 Letters of Credit or to the provider of an Alternate Letter of Credit shall not exceed seventy-five percent (75%) of the amount available to be drawn or advanced under such Letter of Credit.

SECTION 2. In connection with the delivery of any Alternate Letter of Credit, the Chief Financial Officer is authorized (a) to execute and deliver on behalf of the City a reimbursement agreement with the issuer of such Alternate Letter of Credit in substantially the form of the reimbursement agreements entered into by the City and the Bank in connection with the 1988 Letters of Credit, and (b) to execute and deliver on behalf of the City a promissory note to the issuer of such Alternate Letter of Credit evidencing the City's obligation to repay advances made by such issuer under the Alternate Letter of Credit together with interest thereon, which promissory note shall be in substantially the form of the promissory note executed by the City in connection with the 1988 Letters of Credit. The interest rate payable under any such promissory note shall not exceed eighteen percent (18%) per annum. Nothing contained herein shall limit or restrict the Chief Financial Officer's authority to appoint separate banks to issue separate Alternate Letters of Credit with respect to the 1988 Series A Bonds and the 1988 Series B Bonds or to appoint more than one bank to issue a single Alternate Letter of Credit.

SECTION 3. The Chief Financial Officer, the City Clerk and the proper officers, officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and certificates, as may be necessary to carry out and comply with the provisions of this ordinance and to further the purposes and intent of this ordinance, including the preamble hereto.

SECTION 4. Nothing in this ordinance shall give rise to any pecuniary liability on the part of the City nor any charge against its general credit or taxing power. No recourse shall be had for any claim based hereon against any past, present or future officer, employee or agent or member of the City Council of the City or any successor to the City, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution.

SECTION 5. All acts of the officers, officials, agents and employees of the City, which are in conformity with the purposes and intent of this ordinance be, and the same hereby are, in all respects, approved, ratified and confirmed.

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

SECTION 7. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superseded. This ordinance shall be in full force and effect upon its passage.

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

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred April 15, September 13, October 2 and November 8, 1995, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, a license fee exemption and refunds of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs

leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

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

FREE PERMITS.

Chicago City Day 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, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago City Day School, for expansion of the school's facilities on the premises known as 541 West Hawthorne Place.

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 from and after its passage.

Holiness Is The Way Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits and all on-site water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Holiness is the Way Church, for renovation of an existing building on the premises known as 8208 -- 8210 South Racine Avenue.

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

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

Illinois Institute Of Technology Research Institute.
(3440 South Dearborn Street)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Institute of Technology Research Institute, 3300

South Federal Street, for improvement of an existing structure and/or new construction on the premises known as 3440 South Dearborn Street.

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

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

Illinois Institute Of Technology Research Institute.
(3350 South Federal Street)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Institute of Technology Research Institute, 3300 South Federal Street, for improvement of an existing structure and/or new construction on the premises known as 3350 South Federal Street.

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

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

Illinois Institute Of Technology Research Institute.
(3441 South Federal Street)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Institute of Technology Research Institute, 3300 South Federal Street, for improvement of an existing structure and/or new construction on the premises known as 3441 South Federal Street.

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

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

Illinois Institute Of Technology Research Institute.
(3458 South Federal Street)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Institute of Technology Research Institute, 3300 South Federal Street, for improvement of an existing structure and/or new construction on the premises known as 3458 South Federal Street.

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

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

Illinois Institute Of Technology Research Institute.
(35 West 34th Street)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Institute of Technology Research Institute, 3300 South Federal Street, for improvement of an existing structure and/or new construction on the premises known as 35 West 34th Street.

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

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

Illinois Institute Of Technology Research Institute.
(10 West 35th Street)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Institute of Technology Research Institute, 3300 South Federal Street, for improvement of an existing structure and/or new construction on the premises known as 10 West 35th Street.

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

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

Inner City Impact.

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 Inner City Impact, for improvement to the exterior on the premises known as 3325 -- 3329 West Fullerton 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.

LICENSE FEE EXEMPTION.

Day Care Center.

Edison Park Lutheran Church Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class I) for the period beginning August 16, 1995 and ending August 15, 1996:

Edison Park Lutheran Church Day Care Center
6626 North Oliphant Avenue.

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

REFUND OF FEES.

Fuel Burning Equipment Inspection.

Associated Talmud Torahs Of Chicago.
(Central Agency For Religious Jewish Education)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $466.00 to the Associated Talmud Torahs of Chicago (Central Agency for Religious Jewish Education) representing payment of the following warrants for collection for fuel burning equipment inspection fees:

Warrant Number	Amount	Date Of Inspection	Location
Pl-404473	$311.00	9/28/94	2828 West Pratt Boulevard
Pl-405312	155.00	10/21/94	3021 West Devon Avenue

Public Place Of Assembly Inspection.

Ida Crown Jewish Academy.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $46.00 to the Ida Crown Jewish Academy, 2828 West Pratt Boulevard, representing payment of Warrant for Collection No. B3-402172 for annual public place of assembly inspection fee, under date of April 13, 1994.

AUTHORIZATION FOR WAIVER OF DEMOLITION LIENS ON VARIOUS PROPERTIES.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three ordinances authorizing the waiver, release and cancellation of demolition liens on various properties presented by the aldermen named below for benefit of the applicants indicated, as follows:

Alderman Steele	True Temple of Solomon;
Alderman Beavers	Tabor Lutheran Church; and
Alderman Burnett	Chicago Commons Association/ The Development Block,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

7142 South Halsted Street.
(For Benefit Of True Temple Of Solomon)

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s) in the amount of $3,826.00 entered against True Temple of Solomon, for property located at 7142 South Halsted Street, Chicago, Illinois (Permanent Index Number 20-29-207-036, Case Number 92M402021).

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

7429 -- 7451 South Kingston Avenue.
(For Benefit Of Tabor Lutheran Church)

WHEREAS, The City Council of the City of Chicago by ordinance passed on _____, 1994, and published in the Journal of Proceedings of the City Council of that date, waived liens for the costs of demolition of buildings located at 7429 -- 7451 South Kingston Avenue in order to allow construction of senior citizen housing by Tabor Lutheran Church; and

WHEREAS, The City has or claims additional liens on the described property arising from other sources; and

WHEREAS, The existence of the additional liens owed or claimed by the City currently prevents the intended purchaser of the property, Tabor Lutheran Church, from redeveloping the property; and

WHEREAS, It is appropriate to encourage the redevelopment of vacant properties for uses that support Chicago's neighborhoods; now, therefore,

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

SECTION 1. The City of Chicago hereby releases and waives the liens specified below on the property specified below:

Address:	7429 -- 7451 South Kingston Avenue
Permanent Index Number:	21-30-118-006
Type of Lien:	Receiver Certificate
Date Recorded:	March 8, 1982
Document Number:	26502489
Amount:	$3,160.06
Type of Lien:	Receiver Certificate
Date Recorded:	March 27, 1986
Document Number:	86488023
Amount:	$7,728.73

SECTION 2. The Corporation Counsel is authorized and directed to prepare and deliver to representatives of Tabor Lutheran Church any documents necessary to implement Section 1 of this ordinance, and to insert the legal descriptions of the properties described in Section 1.

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

Various Locations.
(For Benefit of Chicago Commons Association/The Development Block)

WHEREAS, Chicago Commons Association has for over one hundred (100) years provided a wide range of services to Chicago's economically and socially disadvantaged families and individuals; and

WHEREAS, Chicago Commons Association is a member of the West Humboldt Park Family and Community Development Council which was organized to develop strategies for revitalizing the Chicago Avenue commercial corridor, between Pulaski Road and Kedzie Avenue; and

WHEREAS, Chicago Commons Association, with the assistance of the Illinois Facilities Fund, has built the Nia Day Care Center on the block bounded by Chicago Avenue, Monticello Avenue, Huron Street and Lawndale Avenue (the "Development Block"); and

WHEREAS, Chicago Commons Association is currently in the process of developing other facilities on the Development Block; and

WHEREAS, In proceedings in the Circuit Court of Cook County, the City of Chicago has obtained liens for the cost of demolition of certain buildings commonly known as 722 -- 726 North Monticello Avenue, 712 -- 714 North Monticello Avenue, 700 -- 702 North Monticello Avenue/3634 -- 3644 West Huron Street, and 701 -- 703 North Lawndale Avenue/3646 -- 3658 West Huron Street; and

WHEREAS, Chicago Commons Association owns or controls the real estate encumbered by such liens; and

WHEREAS, The existence of such liens prevents Chicago Commons from redeveloping the property; and

WHEREAS, The City of Chicago desires to encourage the redevelopment of vacant land for uses that benefit the citizens of the City of Chicago; now, therefore,

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

SECTION 1. The City of Chicago hereby releases and waives the liens specified below:

(1) Address: 722 -- 726 North Monticello Avenue

Permanent Index Number: 16-11-106-015/014

Case Number: 87 M1 404964

Document Recording Number and Date: 83053104, February 3, 1989

Lien Amount: $5,200.00

(2) Address: 712 -- 714 North Monticello Avenue

Permanent Index Number: 16-11-106-017

Case Number: 80 M1 66115

Document Recording Number and Date: 88491664, October 25, 1988

Lien Amount: $5,300.00

(3) Address: 700 -- 702 North Monticello Avenue/3634 -- 3644 West Huron Street

Permanent Index Number: 16-11-106-019

Case Number: 83 M1 401713

Document Recording Number and Date: 88527356, November 15, 1988

Lien Amount: $6,200.00

(4) Address: 701 -- 703 North Lawndale Avenue/3646 -- 3658 West Huron Street

Permanent Index Number: 16-11-106-011

Case Number: 84 M1 406503

Document Recording Number and Date: 88453163, October 3, 1988

Lien Amount: $3,900.00

SECTION 2. The Corporation Counsel is authorized and directed to prepare and deliver any documents necessary to implement Section 1 of this ordinance to Chicago Commons Association or its designated representative or attorney. Furthermore, the Corporation Counsel is authorized and directed to cause any actions to foreclose any of the liens noted above to be

dismissed immediately upon issuance of the release of liens against such property.

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

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

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

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

Name And Address	Warrant Number And Type Of Inspection	Amount
The Anixter Center 6610 North Clark Street	A1-405323 (Elev.)	$ 60.00
The Art Institute of Chicago (various locations)	B2-501287 (Canopy/Revol. Door)	27.00
	P1-502807 (Fuel Burn. Equip.)	900.00
Associated Talmud Torahs of Chicago	P1-503875 (Fuel Burn. Equip.)	175.00
Chicago State University 9501 South Dr. Martin Luther King, Jr. Drive	B3-400938 (Pub. Place of Assemb.)	46.00
	B3-401828 (Pub. Place of Assemb.)	46.00
	D1-409849 (Sign)	22.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-409850 (Sign)	$22.00
	D1-409851 (Sign)	22.00
	D1-409852 (Sign)	22.00
	D1-409853 (Sign)	22.00
	D1-409854 (Sign)	22.00
	D1-409855 (Sign)	22.00
	D1-409856 (Sign)	22.00
	D1-409857 (Sign)	22.00
	D1-409858 (Sign)	22.00
	D1-409859 (Sign)	22.00
	D1-409860 (Sign)	22.00
	D1-409861 (Sign)	22.00
	D1-409862 (Sign)	22.00
	D1-409863 (Sign)	22.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-409864 (Sign)	$22.00
	D1-409865 (Sign)	22.00
	D1-409866 (Sign)	22.00
	D1-409867 (Sign)	22.00
	D1-409868 (Sign)	22.00
	D1-409869 (Sign)	22.00
	D1-409870 (Sign)	22.00
	D1-409871 (Sign)	22.00
	D1-409872 (Sign)	22.00
	D1-409873 (Sign)	22.00
	D1-409874 (Sign)	22.00
	D1-409875 (Sign)	22.00
	D1-409876 (Sign)	22.00
	D1-409877 (Sign)	22.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-409878 (Sign)	$22.00
	D1-409879 (Sign)	22.00
	D1-409880 (Sign)	22.00
	D1-409881 (Sign)	22.00
	D1-409882 (Sign)	22.00
	D1-409883 (Sign)	22.00
	D1-409884 (Sign)	22.00
	D1-409885 (Sign)	28.00
	D1-409886 (Sign)	28.00
	D1-409887 (Sign)	28.00
	D1-409888 (Sign)	28.00
	D1-409889 (Sign)	28.00
	D1-409890 (Sign)	28.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-409891 (Sign)	$28.00
	D1-409892 (Sign)	28.00
	D1-409893 (Sign)	28.00
	D1-409894 (Sign)	28.00
	D1-409895 (Sign)	28.00
	D1-409896 (Sign)	28.00
	D1-409897 (Sign)	28.00
	D1-409898 (Sign)	28.00
	D1-409899 (Sign)	28.00
	D1-409900 (Sign)	28.00
	D1-409901 (Sign)	28.00
	D1-409902 (Sign)	28.00
	D1-409903 (Sign)	28.00
	D1-409904 (Sign)	28.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-409905 (Sign)	$28.00
	D1-409906 (Sign)	28.00
	D1-409907 (Sign)	28.00
	D1-409908 (Sign)	28.00
	D1-409909 (Sign)	28.00
	D1-409910 (Sign)	28.00
	D1-409911 (Sign)	28.00
	D1-409912 (Sign)	28.00
Copernicus Foundation 5216 West Lawrence Avenue	A1-405111 (Elev.)	60.00
Historic Pullman Foundation 11111 South Forrestville Avenue	B3-403334 (Pub. Place of Assemb.)	60.00
	F4-417996 (Mech. Vent.)	40.00
Institute of Gas Technology 3424 South State Street	B1-515681 (Bldg.)	100.00
	B1-515682 (Bldg.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-515684 (Bldg.)	$100.00
Illinois Institute of Technology (various locations)	A1-500005 (Elev.)	60.00
	A1-500007 (Elev.)	160.00
	A1-500015 (Elev.)	60.00
	A1-500017 (Elev.)	60.00
	A1-500027 (Elev.)	60.00
	A1-500037 (Elev.)	60.00
	A1-500046 (Elev.)	50.00
	A1-500070 (Elev.)	60.00
	A1-500099 (Elev.)	60.00
	A1-500102 (Elev.)	60.00
	A1-500118 (Elev.)	100.00
	A1-500130 (Elev.)	120.00
	A1-500148 (Elev.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	A1-500166 (Elev.)	$60.00
	A1-500167 (Elev.)	60.00
	B1-514699 (Bldg.)	40.00
	B1-514702 (Bldg.)	80.00
	B1-514744 (Bldg.)	60.00
	B3-500267 (Pub. Place of Assemb.)	60.00
	B3-500309 (Pub. Place of Assemb.)	60.00
	F4-500382 (Mech. Vent.)	940.00
Illinois Institute of Technology -- Kent College of Law 565 West Adams Street	B3-504230 (Pub. Place of Assemb.)	60.00
	B3-504234 (Pub. Place of Assemb.)	60.00
	B3-504238 (Pub. Place of Assemb.)	60.00
	B3-504240 (Pub. Place of Assemb.)	60.00
	B3-504243 (Pub. Place of Assemb.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B3-504247 (Pub. Place of Assemb.)	$60.00
	B3-504255 (Pub. Place of Assemb.)	60.00
	B3-504263 (Pub. Place of Assemb.)	60.00
	B3-504271 (Pub. Place of Assemb.)	60.00
Japanese American Service 4451 North Clark Street	R1-455647 (Drwy.)	34.00
Pacific Garden Mission (various locations)	B1-509225 (Bldg.)	40.00
	B3-503424 (Pub. Place of Assemb.)	60.00
Saint Alphonsus 2936 North Southport Avenue	Warrant No. E00000267A (Pollution Cont.)	30.00

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

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 12432 through 12436 of this Journal.]

; and

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

[Third party orders printed on pages 12437 through 12438 of this Journal.]

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

The Committee on Finance submitted the following report:

(Continued on page 12339)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/15/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALDAY	MARTHA S	POLICE OFFICER	SEVENTEENTH DISTRICT	8/18/95	1172.20
ALEXA	MICHELENE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/15/95	164.72
ALEXA	MICHELENE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/31/95	232.45
BARTIK	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/31/95	213.45
BECKOM	JESSE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	2306.90
BEILKE	DAWN M	POLICE OFFICER	RECRUIT TRAINING	9/06/95	355.57
BERTHA	WILLIAM	POLICE OFFICER	UNKNOWN	3/15/95	270.00
BLACK	MICHAEL F	POLICE OFFICER	FOURTEENTH DISTRICT	8/11/95	432.40
CABRAL	ANNETTE	POLICE OFFICER	TWELFTH DISTRICT	6/15/94	1849.02
CARTAGENA	MARIA L	POLICE OFFICER	EIGHTH DISTRICT	8/29/95	50.00
CASASANTO	PAUL J	POLICE OFFICER	EIGHTH DISTRICT	7/06/95	264.00
CLARK	MARY K	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/26/95	2495.00
COLE	LOUISE	POLICE OFFICER	FIFTEENTH DISTRICT	8/30/95	212.47
COLEMAN	ELAYNE	POLICE OFFICER	THIRD DISTRICT	11/13/94	960.00
COLVIN	SHIRLEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/08/95	211.00
COUGHLIN	RICHARD P	POLICE OFFICER	NINTH DISTRICT	4/23/95	975.00
DICKERSON	EDDIE F	POLICE OFFICER	SIXTH DISTRICT	5/30/95	463.58
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	760.80
DRABIK	WALTER S	POLICE OFFICER	TRAFFIC DIVISION ADMINISTRATIO	8/16/95	850.00
ECHAVARRIA	VICTOR	POLICE OFFICER	NINTH DISTRICT	7/14/95	558.00
FIESTER	BARBARA	POLICE OFFICER	UNKNOWN	8/16/95	31.00
FINNELLY	THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/13/95	32.00
FINNIGAN	HELEN I	POLICE OFFICER	TENTH DISTRICT	5/21/95	118.57
FLAHERTY	LENORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/08/91	80.00
FLEMING	MICHAEL J	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	8/17/95	390.00
FLORES	MIGUEL	POLICE OFFICER	THIRTEENTH DISTRICT	8/17/95	176.00
FLORES	SERGIO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/03/95	250.00
FOLEY	DONALD R	POLICE OFFICER	INTERSECTION CONTROL UNIT	3/21/90	4375.00
FRIEDMAN	ROBERT A	POLICE OFFICER	TWENTIETH DISTRICT	8/21/95	496.59
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	8/03/94	13883.37
FURMANEK	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85	86.00
GALECZKA	STANLEY J	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/29/95	125.00
GALUHN	KENNETH J	POLICE OFFICER	SEVENTEENTH DISTRICT	8/11/95	850.00
GARCIA	MARTIN	POLICE OFFICER	EIGHTH DISTRICT	8/01/95	155.50
GARRITY	MARTIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	253.00
GAWRYLCZYK	EDWARD	POLICE OFFICER	RECRUIT TRAINING	5/19/95	95.00
GAYNOR	SHARON R	POLICE OFFICER	NINTH DISTRICT	6/21/95	3742.00
GIAMARUSTI	JOHN J	POLICE OFFICER	SIXTEENTH DISTRICT	8/04/95	135.00
GILL	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	10/30/94	100.00
GILLOTT	DAVID A	POLICE OFFICER	TWELFTH DISTRICT	5/31/95	1841.00
GLON	ROBERT L	POLICE OFFICER	OHARE LAW ENFORCEMENT	8/09/95	30.00
GODDARD	SHIRLEY H	POLICE OFFICER	EIGHTH DISTRICT	6/16/95	86.00
GOMEZ	FRANCISCO	POLICE OFFICER	FOURTH DISTRICT	8/26/95	454.50
GRANBERG	MICHAEL E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/18/95	197.10
GRANTZ	JOHN	POLICE OFFICER	DETAIL UNIT	9/06/94	117.20
GRAU	CARMEN L	POLICE OFFICER	TWELFTH DISTRICT	7/19/90	193.00
GRECO	SAM A	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	5/18/94	900.00
GRECO	SAMUEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/95	247.00
GREEN	TONY M	POLICE OFFICER	ELEVENTH DISTRICT	6/15/95	32.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/15/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GUZMAN	CESAR	POLICE OFFICER	FOURTEENTH DISTRICT	5/31/95	250.00
HAMPTON	YOLANDA	POLICE OFFICER	FIFTH DISTRICT	8/03/95	850.00
HARRIS	DAPHNE J	POLICE OFFICER	SEVENTH DISTRICT	5/28/94	850.00
HARTIGAN	NANCY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/01/94	2497.00
HEAGNEY	JOHN E	POLICE OFFICER	EIGHTEENTH DISTRICT	3/10/95	1307.00
HEENAN	PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	6/05/95	6211.00
HENNIGAN	JAMES T	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	8/26/95	294.00
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	11/29/92	410.00
HERNANDEZ	JULIO F	POLICE OFFICER	FOURTEENTH DISTRICT	8/29/95	112.89
HERNANDEZ	MARCO	POLICE OFFICER	FOURTEENTH DISTRICT	6/12/95	35.00
HETHCOAT	ROBERT E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/25/94	18.00
HEYN	RAYMOND D	POLICE OFFICER	THIRTEENTH DISTRICT	8/03/95	126.00
HIDALGO	RENE R	POLICE OFFICER	FOURTH DISTRICT	5/31/95	74.00
HITZ	THOMAS	POLICE OFFICER	SEVENTH DISTRICT	5/23/95	975.00
HORTON	LEROY	POLICE OFFICER	SEVENTH DISTRICT	12/16/94	7097.00
HOWE	MARK	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/04/95	850.00
JAGLOWSKI	ALLEN	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	8/14/95	852.00
JALLOWAY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	8/26/95	147.00
JAMES	BRUCE W	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/14/95	40.00
JANKA	STEVE J	POLICE OFFICER	TWENTIETH DISTRICT	4/21/95	45.00
JANKAUSKIS	PAUL J	POLICE OFFICER	SEVENTH DISTRICT	8/04/95	147.00
JASTRZEBSKI-GUALIZZA	MARGARET M	POLICE OFFICER	ELEVENTH DISTRICT	8/19/95	142.95
JEFFERIES	ROBERT B	POLICE OFFICER	EIGHTEENTH DISTRICT	8/30/95	130.00
JOHNSON	JEFFREY S	POLICE OFFICER	FOURTH DISTRICT	8/06/95	70.00
JOHNSON	PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	9/24/87	300.00
JOHNSON	SABRINA T	POLICE OFFICER	SIXTH DISTRICT	3/27/92	225.00
JONES	EDWIN	POLICE OFFICER	SIXTH DISTRICT	8/01/95	900.00
JONES	ROWAN B	POLICE OFFICER	EIGHTEENTH DISTRICT	8/11/95	1534.73
KAIZER	EDWARD W	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/25/95	1142.00
KAMINISKI-MENSINGA	JUNE M	POLICE OFFICER	FIRST DISTRICT	6/05/95	44.00
KAPUGI	STEVEN	POLICE OFFICER	TENTH DISTRICT	5/12/95	52.20
KARADJIAS	SOLOMIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/95	1702.15
KEATING	ROBERT F	POLICE OFFICER	EIGHTH DISTRICT	5/23/95	638.00
KEELEY	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/15/94	125.00
KELLY	EARL	POLICE OFFICER	INTERSECTION CONTROL UNIT	8/04/95	526.00
KHOUSHABA	BAZ G	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/27/95	361.38
KOCH	GERALD	POLICE OFFICER	SEVENTH DISTRICT	8/26/95	147.00
KOENIGSHOFER	COLLEEN	POLICE OFFICER	EIGHTH DISTRICT	7/08/94	580.00
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	5/04/93	195.00
KOZENKO	MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/17/95	22.00
KRAAK	ROBERT C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/26/95	529.00
KUBELKA	SAMUEL E	POLICE OFFICER	TWELFTH DISTRICT	8/20/95	79.00
KUBIAK	RONALD S	POLICE OFFICER	FIFTH DISTRICT	10/10/94	408.00
KURPIEL	JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	8/21/95	27.00
LANCASTER-HARRIS	DAPHNIE	POLICE OFFICER	EIGHTEENTH DISTRICT	8/23/95	287.41
LEWIS	JOHNACE B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/94	75.00
LEZIMIS	SPYROS P	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/95	660.00
LITTLE	EILEEN	POLICE OFFICER	FOURTH DISTRICT	8/12/95	432.00
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/06/95	539.75

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/15/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LOGWOOD	ALONZO	POLICE OFFICER	SIXTH DISTRICT	6/05/90	30.00
LOPRESTI	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	3/19/95	567.00
MADDEN	MOLLY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/28/95	332.87
MADSEN	ERIK	POLICE OFFICER	RECRUIT TRAINING	3/09/95	140.00
MAIELLARO	MICHAEL A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/12/95	604.35
MANCHA	RICARDO	POLICE OFFICER	PARKING ENFORCEMENT UNIT	8/27/95	217.12
MARAS	EDWARD	POLICE OFFICER	PARKING ENFORCEMENT UNIT	8/04/95	177.60
MARIAN	ROBERT T	POLICE OFFICER	NINETEENTH DISTRICT	8/14/95	1008.00
MARIANOVICH	PETER	POLICE OFFICER	FIFTH DISTRICT	7/25/91	220.00
MAROZAS	MICHAEL J	POLICE OFFICER	FOURTH DISTRICT	8/08/95	168.00
MARTINEZ	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	8/30/95	266.40
MATHIS	DOLORES	POLICE OFFICER	FIFTH DISTRICT	10/07/94	318.00
MAZIARKA	JAMES E	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/22/95	850.00
MAZUR	SANDY L	POLICE OFFICER	NINETEENTH DISTRICT	6/06/95	31.00
MCCULLOUGH	ROBERT C	POLICE OFFICER	FIRST DISTRICT	3/04/95	54.00
MCDONAGH	THOMAS J	POLICE OFFICER	SIXTEENTH DISTRICT	8/05/95	32.00
MCDONALD	DANIEL J	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	8/09/95	609.00
MCHUGH JR	THOMAS F	POLICE OFFICER	EIGHTEENTH DISTRICT	3/25/91	100.00
MCLIN	ROBERT N	POLICE OFFICER	THIRD DISTRICT	5/28/95	160.00
MCMANAMON	KATHLEEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/17/93	462.00
MEDINA	CARLOS	POLICE OFFICER	FOURTH DISTRICT	8/06/95	989.81
MEDOW	BRANDON	POLICE OFFICER	NINETEENTH DISTRICT	8/27/95	395.10
MELZACKI	KEVIN M	POLICE OFFICER	RECRUIT TRAINING	7/24/95	125.00
MENDOZA	CORINE	POLICE OFFICER	TENTH DISTRICT	6/09/95	60.00
MERCADO	WILFRED	POLICE OFFICER	UNKNOWN	9/22/94	111.00
MESCALL	JOSEPH	POLICE OFFICER	ELEVENTH DISTRICT	1/31/95	16.00
MHEENBEEK	ADRIA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/06/95	25.00
MILOVANOVIC	DANIEL	POLICE OFFICER	FIFTEENTH DISTRICT	8/02/95	366.43
MIRELES	ROSE MARY	POLICE OFFICER	UNKNOWN	4/07/93	60.00
MISKANIN	JOHN G	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/28/95	71.00
MOCKUS	VYTAUTAS H	POLICE OFFICER	EIGHTEENTH DISTRICT	5/29/89	311.00
MONTGOMERY	ROBERT	POLICE OFFICER	NARCOTICS SECTION	6/01/95	78.00
MOORE	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/17/95	129.00
MORIARITY	JOHN J	POLICE OFFICER	THIRTEENTH DISTRICT	7/02/95	150.00
MOSQUEDA	ANGEL	POLICE OFFICER	TWENTIETH DISTRICT	1/24/95	101.90
MURPHY	MARGARET C	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/17/95	161.50
MURPHY	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	7/14/95	105.00
MUSCARELLA	JOHN J	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	8/01/95	238.15
NEVERS	BARBARA S	POLICE OFFICER	NINETEENTH DISTRICT	8/08/95	5.00
NICKLES	SCOTT R	POLICE OFFICER	EIGHTEENTH DISTRICT	8/19/95	406.95
NIEVES	MIGUEL	POLICE OFFICER	FOURTEENTH DISTRICT	8/17/95	118.00
NOLAN	TIMOTHY	POLICE OFFICER	PARKING ENFORCEMENT UNIT	8/19/95	913.00
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	135.40
OCHOA	PETER R	POLICE OFFICER	SEVENTH DISTRICT	7/30/95	90.00
OCONNOR III	THOMAS	POLICE OFFICER	NINETEENTH DISTRICT	5/20/95	31.00
ODONELL	PAUL R	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/95	3303.91
ODONNELL	PAUL R	POLICE OFFICER	EIGHTEENTH DISTRICT	6/24/95	287.41
OHARA	JAMES	POLICE OFFICER	NINTH DISTRICT	4/24/95	546.00
OLSON	ERIC	POLICE OFFICER	SEVENTEENTH DISTRICT	8/18/95	1190.20

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/15/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ONEILL-GUINEY	MAUREEN T	POLICE OFFICER	SIXTEENTH DISTRICT	4/28/95	55.00
ORICK	CHARLES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/30/95	265.00
ORLANDO	ROBERT J	POLICE OFFICER	FIFTH DISTRICT	6/24/95	1000.00
ORTIZ	SUSIE	POLICE OFFICER	RECRUIT TRAINING	8/27/95	143.10
OSKVAREK	JOSEPH	POLICE OFFICER	TENTH DISTRICT	8/21/95	1255.87
PALUCK	DANIEL W	POLICE OFFICER	TENTH DISTRICT	8/06/95	106.20
PANICO	JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/10/95	34.00
PATTERSON	JOHNNY	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/18/95	340.00
PECK	RICHARD E	POLICE OFFICER	NARCOTICS SECTION	10/05/94	65.00
PELLEGRINI	JOHN	POLICE OFFICER	PARKING ENFORCEMENT UNIT	7/15/95	95.00
PETTRY	VERONICA	POLICE OFFICER	SEVENTEENTH DISTRICT	8/03/95	231.28
PIERSON	HOWARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/30/95	850.00
PINZON	CESAR A	POLICE OFFICER	FOURTEENTH DISTRICT	8/17/95	1101.00
PRZYBYLSKI	SUZANNE M	POLICE OFFICER	NINTH DISTRICT	8/05/93	40.00
QUINLAN	MARY	POLICE OFFICER	SEVENTH DISTRICT	8/15/95	160.00
RANGEL	JAVIER	POLICE OFFICER	TENTH DISTRICT	8/13/95	204.60
RAWLS-JUNIOR	TANYIA	POLICE OFFICER	SECOND DISTRICT	6/17/95	850.00
RICHARDSON	EDWARD J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/18/95	1459.42
ROCHE-MAHONEY	ALICE A	POLICE OFFICER	FIFTH DISTRICT	7/07/95	420.00
RODGERS	DORINDA	POLICE OFFICER	FIFTH DISTRICT	8/19/94	475.00
RODRIGUEZ	OSWALDO	POLICE OFFICER	FOURTEENTH DISTRICT	4/07/95	140.45
ROKOS	RONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/95	95.47
ROMANOWSKI	ANTHONY	POLICE OFFICER	NINTH DISTRICT	9/14/94	45.00
RUHL	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	8/20/95	195.50
RYAN	KEVIN	POLICE OFFICER	FIFTH DISTRICT	4/22/95	420.00
SAMPSON	SHERMAN B	POLICE OFFICER	SEVENTH DISTRICT	1/20/94	281.00
SAMUEL	MIKIE E	POLICE OFFICER	THIRD DISTRICT	11/01/94	2464.60
SCHMIDT	MICHAEL V	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/27/95	818.00
TERRAZAS	JESSE	POLICE OFFICER	FIFTH DISTRICT	3/19/95	224.00
TUDRON	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	65.00
TURNER	CHARLES	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/06/93	130.00
WEATHERSBY-LEE	KAREN	POLICE OFFICER	FIFTH DISTRICT	7/20/95	135.00
WILLIS	MAURICE	POLICE OFFICER	THIRD DISTRICT	1/23/95	31.00
ZOCH	JOHN	POLICE OFFICER	TWENTIETH DISTRICT	3/05/93	7829.80
BEARD	LISA	PARAMEDIC	AMBULANCE 23	7/11/95	160.00
BEDFORD	WILLIE L	FIREFIGHTER	ENGINE COMPANY 115	9/26/95	135.00
BELKE	ANTHONY	FIREFIGHTER	TRUCK 13	4/18/95	123.53
BIEHL	RICHARD	PARAMEDIC	AMBULANCE 8	9/14/95	16.00
BRANNIGAN	KEVIN	FIREFIGHTER	ENGINE COMPANY 47	4/12/95	124.00
BRANNIGAN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 77	9/14/95	2335.75
CALZAVARA	LIBERO	ENGINEER	ENGINE COMPANY 118	2/08/95	757.00
CASTRO	HUMBERTO	FIREFIGHTER	ENGINE COMPANY 57	9/16/95	855.50
CHISESI	VINCENT J	PARAMEDIC	AMBULANCE 13	6/14/95	75.49
COLLINS	JOHN	LIEUTENANT	ENGINE COMPANY 86	12/05/81	300.90
CORBETT	JAMES	FIREFIGHTER	SQUAD 5	7/02/94	28.00
CORDT	ROBERT	PARAMEDIC	AMBULANCE 43	9/19/95	579.00
CUMMENS	JAMES	PARAMEDIC	UNKNOWN	2/15/95	187.00
DENIS	JEFFREY	FIREFIGHTER	FIRE PREVENTION	4/17/95	21.00
DUCH	DONALD	FIREFIGHTER	ENGINE COMPANY 118	8/20/95	26.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/15/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FATA	MICHAEL	FIREFIGHTER	ENGINE COMPANY 56	7/26/95	840.00
FELLOWS	PATRICK	ENGINEER	ENGINE COMPANY 61	4/06/95	193.00
FISHER	GEORGE	FIREFIGHTER	SNORKEL SQUAD 3	5/12/95	905.00
FRAIN	WILLIAM	FIREFIGHTER	UNKNOWN	5/31/95	605.00
GACKI	ROBERT	FIREFIGHTER	UNKNOWN	1/03/95	16155.65
HANNON	SEAN	POLICE OFFICER	UNKNOWN	8/27/95	12.00
HATTEN	OSA	FIREFIGHTER	TRUCK 22	7/07/95	349.67
HOEH	JOHN	PARAMEDIC	UNKNOWN	10/08/94	45.00
MCANDREW	JOHN	FIREFIGHTER	TRUCK 36	7/01/95	41.00
MOCKLER	PHILIP	FIREFIGHTER	TRUCK 19	5/07/95	43.00
NELSON	DERRICK	FIREFIGHTER	ENGINE COMPANY 39	3/02/95	793.00
ROBERTS	CEDRIC W	FIREFIGHTER	ENGINE COMPANY 63	6/20/95	1129.30
RYAN	JAMES	FIREFIGHTER	ENGINE COMPANY 47	10/01/94	7608.10
SEQUIN	JOHN	CAPTAIN	ENGINE COMPANY 45	8/25/95	410.40
SHERIDAN	JAMES M	CAPTAIN	ENGINE COMPANY 71	3/11/95	991.78
SLOYAN	ANDREW	FIREFIGHTER	ENGINE COMPANY 60	7/15/95	1022.20
STUTZ	EDWARD	FIREFIGHTER	TRUCK 49	7/31/95	235.00
TERNES	RICHARD	LIEUTENANT	TRUCK 52	7/26/95	172.00
TRINIDAD	ANTONIO	FIREFIGHTER	ENGINE COMPANY 63	7/15/95	449.20
WORDLAW	JAMES	FIREFIGHTER	ENGINE COMPANY 72	11/29/94	158.00
ZIEN	JOEL	PARAMEDIC	AMBULANCE 20	8/20/87	79.20

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/15/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON-HELD	BABETTE S	POLICE OFFICER	NINETEENTH DISTRICT	8/11/94	156.00
AUGUSTYNIAK	CHESTER C	POLICE OFFICER	THIRTEENTH DISTRICT	8/11/95	392.85
BABET	WILLIAM T	POLICE OFFICER	TWELFTH DISTRICT	1/14/95	28902.37
BERRY	LEON	POLICE OFFICER	FOURTEENTH DISTRICT	8/30/95	234.90
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	4/16/94	7.72
COOK	CARLTON	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/04/95	50.00
COUGHLIN	NANCY	POLICE OFFICER	EIGHTEENTH DISTRICT	8/18/95	268.00
DACE	VERONICA	POLICE OFFICER	FIFTH DISTRICT	9/28/93	183.39
FLAHERTY	JAMES L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/12/89	7735.00
GEORGE	MARK A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/19/95	359.10
GILLESPIE	JOHN M	POLICE OFFICER	SEVENTEENTH DISTRICT	5/29/95	115.00
GOMEZ	ROSEANN	POLICE OFFICER	TWELFTH DISTRICT	7/02/94	280.00
GREEN	MARY ANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/24/94	850.00
GRIFFIN	ANTHONY W	POLICE OFFICER	ENFORCEMENT SECTION	2/17/95	130.00
HANLEY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	8/05/92	184.09
HARRIS	BENNIE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/21/95	975.00
HOLDEN	JESSE E	POLICE OFFICER	RECRUIT TRAINING	7/15/95	1248.00
JACKSON	PRENTISS E	POLICE OFFICER	TENTH DISTRICT	1/13/95	90.00
JENKINS	ROGER	POLICE OFFICER	NINTH DISTRICT	12/07/93	2625.00
KAPPEL	WILLIAM A	POLICE OFFICER	EIGHTEENTH DISTRICT	5/06/91	3220.00
KENLEY	OCTAVIA A	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/11/95	101.00
KIEDUK	GARY M	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/94	81.00
KOOYUMJIAN	GREGORY	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/30/95	104.00
KOSZ	EDMUND	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/15/94	160.00
KOZLOWSKI-WRIGHT	DIANE M	POLICE OFFICER	TWELFTH DISTRICT	2/03/94	39.00
KUCHARSKI	TIMOTHY	POLICE OFFICER	TENTH DISTRICT	4/04/95	74.00
MANCUSO	MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	8/19/95	506.70
MANNION	PHILLIP E	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	6/12/95	103.00
MANNO	SAMUEL JR.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/15/95	1024.00
MASSEY	MARSHALL T	POLICE OFFICER	SIXTH DISTRICT	6/26/95	222.00
MAY	ALLEN	POLICE OFFICER	SIXTEENTH DISTRICT	8/21/95	129.00
MCLAIN	RONALD	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	173.00
MCNICHOLAS	THOMAS P	POLICE OFFICER	SIXTH DISTRICT	4/21/95	153.00
MILLER	STEPHEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/18/95	40.00
MILLER	STEVEN W	POLICE OFFICER	SIXTEENTH DISTRICT	4/15/95	650.00
MURRAY	CARY	POLICE OFFICER	SECOND DISTRICT	4/28/95	175.00
NASS	WILLIAM A	POLICE OFFICER	SIXTEENTH DISTRICT	8/19/95	1640.03
NELSON	RICHARD	POLICE OFFICER	TENTH DISTRICT	4/04/95	152.10
OCONNOR	JOSEPH E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/20/94	32.00
ODONOHUE	DANIEL	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/95	130.00
PARKS	ROBERT	POLICE OFFICER	FIRST DISTRICT	8/10/95	130.00
PETERSON JR	ROBERT B	POLICE OFFICER	EIGHTH DISTRICT	8/17/95	1204.00
PIERSON	KATHRYN	POLICE OFFICER	NINETEENTH DISTRICT	5/29/95	31.00
PORTILLO	RICHARD	POLICE OFFICER	TENTH DISTRICT	8/16/95	43.00
RADTKE	DIANE	POLICE OFFICER	NINTH DISTRICT	8/23/95	261.20
RENAULT-WOERNER	JANINE	POLICE OFFICER	TWELFTH DISTRICT	6/29/94	200.00
ROSALES	EDWARD	POLICE OFFICER	SIXTH DISTRICT	2/21/95	885.00
ROSENTHAL	RICHARD A	POLICE OFFICER	TWELFTH DISTRICT	11/17/94	95.00
ROYSTER	THERMON	POLICE OFFICER	NARCOTICS SECTION	4/01/95	455.50

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/15/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SPRINGER	CHARLES	POLICE OFFICER	SIXTH DISTRICT	11/20/94	110.00
STRAHLMAN	ROBERT	POLICE OFFICER	PERSONNEL DIVISION	12/14/94	2200.00
TROOGSTAD	CURTIS D	POLICE OFFICER	NINETEENTH DISTRICT	5/26/95	60.39
VICK	KIMBERLY	POLICE OFFICER	ELEVENTH DISTRICT	10/26/94	2200.00
WINES	VELVA J	POLICE OFFICER	THIRD DISTRICT	12/22/94	2066.39
WITCZAK	CHRIS J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/23/95	229.00
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	174.60
KOZAK	TED	FIREFIGHTER	ENGINE COMPANY 69	7/16/95	255.00
SLAUGHTER	JIMMIE	FIREFIGHTER	ENGINE COMPANY 65	6/13/95	257.00

(Continued from page 12431)

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

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

Permit Refund.

City Clerk:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Albert Rollins 1025 North Massasoit Avenue Chicago, Illinois 60651	6/1/92 Refund on City sticker	$40.00 20.00*

Damage To Property.

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

Name And Address	Date And Location	Amount
Suzanne C. Mitchem 7446 South Oglesby Avenue Chicago, Illinois 60649	5/31/92 7446 South Oglesby Avenue	$680.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Stanley Macuszek 1546 South Washtenaw Avenue Chicago, Illinois 60608	8/4/94 4101 South Archer Avenue	$953.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Jack Szczepanowski 6116 Dawnview Court Dallas, Taxes 75249	6/25/94 1900 North Sheffield Avenue	$495.00
Clark Wills Apartment 2W 4327 North Hermitage Avenue Chicago, Illinois 60613	4/12/95 West Cullom Avenue and North Hazel Street	52.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau of Streets:
Account Number 300-99-2005-0934-0934.

Karla C. Branham and Allstate Insurance Company 9921 South Southwest Highway Oak Lawn, Illinois 60453	2/16/94 13000 South Indiana Avenue	$647.00 30.00*
Louis J. Briody 1601 North Milwaukee Avenue Chicago, Illinois 60647	3/1/94 Lower Wacker Drive about 160 west	62.00
Lauren Charles Choutka Apartment 2D 930 Ontario Oak Park, Illinois 60302	3/6/94 714 West Wrightwood Avenue	84.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
James Conlee Jackson 1460 East 70th Street Chicago, Illinois 60637	3/7/94 733 West 51st Street	$ 170.00*
Gregorio Datil and American Ambassador Casualty Suite 300E 1501 East Woodfield Avenue Schaumburg, Illinois 60173	3/22/93 3535 North Ashland Avenue	445.00
Ellen J. Gary Unit 16A 5201 South Cornell Avenue Chicago, Illinois 60615	2/27/94 4700 South Lake Shore Drive	79.00
Willie Y. Grant-Acquah 14500 Irving Avenue Dolton, Illinois 60419	10/14/91 East 126th and South Torrence Avenue	196.81
Susan Hayes 905 North Lawler Avenue Chicago, Illinois 60651	3/1/94 2522 North Western Avenue	125.00
Jackie E. Johnson Apartment 3A 715 East 50th Place Chicago, Illinois 60615	5/20/94 452 East 49th Street	160.00 180.00*
Shane Thomas O'Flaherty Unit J 1125 West Newport Avenue Chicago, Illinois 60657	4/12/94 1900 West Fullerton Avenue	80.00
Leland Sarmont P.O. Box E Montreal, Wisconsin 54550	5/25/93 4800 North Elston Avenue	1,200.00 50.00*

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
William Edward Pearson 2901 North Kostner Avenue Chicago, Illinois 60641	8/22/94 2110 West 87th Street	$ 5.00 125.00*

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Jaime Cuevas 1522 North Fairfield Avenue Chicago, Illinois 60622	12/28/91 During towing	$218.75 281.25*
Carlos Diaz 5785 North Ridge Avenue Chicago, Illinois 60660	4/14/94 During towing	680.00
Curtiz Gangi 1408 East Fleming Drive South Arlington Heights, Illinois 60004	3/26/92 During towing	203.88*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
William R. Hendee 2622 West Fullerton Avenue Chicago, Illinois 60647	6/13/92 During towing	$ 115.00 385.00*
Lucyna M. Janociak 7125 West 107th Street Worth, Illinois 60482	4/1/94 During towing	495.00
Terrence Kaiser 13238 Fairwinds Drive Strongsville, Ohio 44136	6/16/94 During towing	301.00
Lefebure Intergraphics, Inc. 1701 South Winthrop Drive Attention: Jeff Harris Des Plaines, Illinois 60018	4/6/92 During towing	300.00 300.00*
Ronald Simmons Apartment 901 750 North Dearborn Street Chicago, Illinois 60610	11/30/91 During towing	150.00 100.00*
Pamela Svec Unit 9 3765 North Magnolia Avenue Chicago, Illinois 60613	2/26/92 During towing	260.00
Marshall Weeden Unit 408 736 West Buena Avenue Chicago, Illinois 60613	8/26/93 During towing	1,350.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Joe Seid Unit 218 1733 West Irving Park Road Chicago, Illinois 60613	5/5/94 3600 North Ashland Avenue	$1,029.00 40.00*

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
George Iliescu 5735 West Lawrence Avenue Chicago, Illinois 60630	7/22/92 3000 West Chicago Avenue	$ 25.00 25.00*
Danica Milinkovic 1842 North Springfield Avenue Chicago, Illinois 60647	4/22/94 6010 West Fullerton Avenue (in alley)	395.00
Lyudmila Tarnarider 9013 West Oaks Street Des Plaines, Illinois 60016	2/25/94 312 West Randolph Street	157.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Street Traffic: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Althea Campbell Apartment 5B 2060 West Chase Avenue Chicago, Illinois 60645	11/14/93 Police auto pound and during towing	$109.00*

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on May 9, 1991 and on subsequent dates, sundry claims as follows:

Anderson, Fred and Allstate Insurance Company

Anyanele, Benjamin C.

Bobrowsky, George and Allstate Insurance Company

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* To City of Chicago, Bureau of Parking

Bowden, Paul Davis

Bridges, Mary and Allstate Insurance Company

Brown, Michael and Patricia and State Farm Insurance Company

Buckner, Amhurst

Burleigh, Julie Ann

Byrdlong, Mary and Allstate Insurance Company

Capone, Carolyn and Allstate Insurance Company

Casis, Rolando and Myra and Allstate Insurance Company

Chen, Bing and Allstate Insurance Company

Cook, Carson and Allstate Insurance Company

Correa, Antonio and Allstate Insurance Company

Costanza, Kelly

Cutler, Elizabeth

Davis, Voncile

Day, Emmett B., Jr.

Dean, Michael Clayton

Debruce, Antonio

Dext Company of Illinois

Dudlo, Zbigniew and Allstate Insurance Company

Enterprise Rent-A-Car

Finnegan, Jim P.

Fletcher, Barney B.

Ford, Annie J.

Furlow, Tommy and Allstate Insurance Company

Griffin, Rufus and Allstate Insurance Company

Guinn, Freddie and Allstate Insurance Company

Johnson, Debra and Allstate Insurance Company

Kepuraitis, John Charles

Kurtz, David Wayne

Lafayette, Amy M.

Logan, Kimberly and Allstate Insurance Company

Mason, Tyrone

McGowan, Anthony and Allstate Insurance Company

Miller, Vincent

Moore, Geraldine and Prestige Casualty Company

Naseef, Brenda K. and Allstate Insurance Company

Naumowicz, Ryszard and Allstate Insurance Company

Raza, Shahid and Yellow Cab Company and American Country Insurance Company

Reynolds, Randal J.

Russell, Stephanie and Allstate Insurance Company

Sanders, Hilda and Allstate Insurance Company

Sandowski, Michael R.

Serrano-Suzan, Eduardo and Kimberly and State Farm Insurance Company

Shapiro, Jerrold M.

Siracusa, Joseph and Allstate Insurance Company

Solomon, Andrea

Suttern, Cornelius and Allstate Insurance Company

Taylor, Estella and Allstate Insurance Company

The Peoples Gas, Light and Coke Company

Walker, Joyce and Allstate Insurance Company

Weir, Kirkland and Allstate Insurance Company

Wilcox, Joseph and Allstate Insurance Company,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST CITY DURING MONTH OF OCTOBER, 1995.

The Committee on Finance submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication transmitting a list of various cases in which judgments were entered or cases were settled during the month of October, 1995, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

COMMITTEE ON AVIATION.

AUTHORIZATION FOR ASSIGNMENT OF CARGO FACILITIES LEASE AND SPECIAL FACILITY USE AGREEMENT WITH LUFTHANSA AIRLINES TO LUFTHANSA CARGO.

The Committee on Aviation submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on September 13, 1995) at the request of the Commissioner of Aviation, transmitting an ordinance authorizing the assignment of certain cargo facilities related agreements between the City of Chicago and Lufthansa Airlines to Lufthansa Cargo, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Lufthansa German Airlines (the "Airline") has entered into that certain cargo facilities lease dated April 1, 1991 (the "Lease") with the City for certain facilities located at the Airport; and

WHEREAS, Airline has further entered into a special facility use agreement dated April 1, 1991 (the "SF Agreement") with the City in connection with the financing necessary to develop such cargo facilities at the Airport; and

WHEREAS, Airline has now formed a new business entity, Lufthansa Cargo ("LH Cargo"), which is a wholly owned subsidiary of such Airline; and

WHEREAS, Airline now desires to assign the Lease and the SF Agreement to LH Cargo; and

WHEREAS, Such assignment requires the prior written approval of the City in accordance with Section 5.6 of the SF Agreement and Section 1.05 of the Lease; now, therefore,

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

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

SECTION 2. The City Council hereby consents to the assignment of the Lease and the SF Agreement to LH Cargo, subject to the terms and conditions set forth in the Assignment Agreement, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein. A certified copy of this ordinance shall be provided to the Airline as evidence of the City Council's written consent to such assignment.

SECTION 3. The Commissioner of the Department of Aviation and other City officers are authorized to take any and all actions, including execution of other documents and agreements collateral to the Assignment Agreement, as may be reasonably necessary or desirable to implement the objectives of this ordinance.

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

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Assignment.

Deutsche Lufthansa Aktiengesellschaft, a German corporation, having an office at 1640 Hempstead Turnpike, East Meadow, New York 11554, and authorized to do business in the State of Illinois ("Assignor"), for Ten and no/100 Dollars ($10.00) and for such other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, grant and release unto Lufthansa Cargo Aktiengesellschaft, a German corporation, having an office at South Access Road, Building No. 616, S.W. Cargo Area, Chicago O'Hare International Airport, Chicago, Illinois, and authorized to do business in the State of Illinois ("Assignee"), all of Assignor's right, title, and interest in and to that certain Cargo Building Site Lease dated April 1, 1991, between the City of Chicago ("Landlord") and the Assignor as Tenant ("Lease") and that certain Special Facility Use Agreement dated June 1, 1991 between the Landlord and the Assignor ("SF Agreement").

Assignor understands and agrees that, in accordance with 1.05(f) of the Lease, this assignment, and the Landlord's consent hereto, shall not in any way operate to relieve, release, or discharge the Assignor of or from primary liability under the Lease and that Assignor shall remain primarily liable under the Lease.

Furthermore, Assignor understands and agrees that, in accordance with Section 5.6 of the SF Agreement, this assignment, and the Landlord's consent hereto, shall not relieve Assignor from liability for any of its obligations under the SF Agreement and that Assignor shall continue to remain liable for the payment of the amounts specified in the SF Agreement and for the performance and observance of all covenants, warranties, representations, and agreements required of the Assignor under the SF Agreement, to the same extent as if no assignment had been made.

This assignment shall be effective as of January 1, 1995, upon the execution of the assumption by the Assignee and the consent of the Landlord.

Assignor

By: _____

Name: Arthur J. Molins

Title: General Counsel, North America

Assumption.

The Assignee hereby accepts the above assignment and agrees to assume, for the benefit of the Assignor, the obligations and covenants of the Assignor under the Lease and the SF Agreement.

The Assignee agrees to comply with and be bound by all terms, conditions, covenants, provisions and agreements of the Lease and the SF Agreement.

Assignee

By: _____

Name: Michael G. Vorwerk

Title: Vice President, U.S.A.

Consent.

The City Council of the City of Chicago consents to the above assignment and assumption by ordinance passed on _____(Council Journal of Proceedings, page_____), a copy of which ordinance is attached hereto.

Further, the Commissioner of the Department of Aviation hereby consents to the above assignment and assumption by affixing his signature hereinbelow.

Signed: _____
David R. Mosena,
Commissioner,
Department of Aviation

AMENDMENT TO EXHIBIT A OF ORDINANCE WHICH AUTHORIZED ISSUANCE OF CITY OF CHICAGO MIDWAY AIRPORT REVENUE BONDS, SERIES 1994A.

The Committee on Aviation submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on September 13, 1995) at the request of the Chief Financial Officer, transmitting an ordinance approving an amendment to Exhibit A, schedule of airport projects, of an ordinance entitled "Authorization for Issuance of City of Chicago Midway Airport Revenue Bonds, Series 1994A", begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") owns and operates Chicago Midway Airport (the "Airport"); and

WHEREAS, On March 23, 1994, the City Council of the City adopted an ordinance providing for the issuance of not to exceed Eighty-five Million Dollars ($85,000,000) aggregate principal amount of Chicago Midway Airport Revenue Bonds, 1994 Series A, for the purpose of financing, among other things, all or a portion of the costs of improvements at the Airport (the "Bond Ordinance"); and

WHEREAS, On May 5, 1995, the City did issue Eighty-one Million Two Hundred Fifty Thousand Dollars ($81,250,000) aggregate principal amount of Chicago Midway Airport Revenue Bonds, 1994 Series A, pursuant to a Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds, dated as of April 1, 1994, from the City to American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), as supplemented by a First Supplemental Indenture Securing Chicago Midway Airport Revenue Bonds, 1994 Series A, dated as of April 1, 1994, from the City to the Trustee; now, therefore,

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

SECTION 1. Exhibit A to the Bond Ordinance is hereby amended to add the following Airport Projects: "Skybridge Heating System, Land Acquisition, Radio Trunking System, Holding Pad, Economy Parking Lot Expansion, Aircraft Waste Disposal Facility, construction of Concession Areas and any other Airport Project (as defined in the Master Indenture) described in or related to the 1993 Capital Improvement Plan for the Airport".

SECTION 2. This ordinance shall be in full force and effect upon its passage and approval.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 5929 SOUTH ARCHER AVENUE, 5939 SOUTH ARCHER AVENUE AND 5437 SOUTH MASSASOIT AVENUE.

The Committee on Aviation submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on November 1, 1995) at the request of the Commissioner of Aviation, transmitting an ordinance authorizing the Commissioner of Aviation to execute an agreement under which the City will acquire Midway Acquisition Parcel 64 from Rland, Inc. for the sum or $1,192,000, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On November 5, 1993, Council Journal of Proceedings, pages 40123 -- 40125, the City Council of the City of Chicago determined that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the property legally described on Exhibit A attached hereto and commonly known as Wisconsin Can Parcel at 5929 South Archer Avenue, 5939 South Archer Avenue and 5437 South Massasoit Avenue (the "Property"); and

WHEREAS, The Commissioner of Aviation (the "Commissioner") was authorized by the aforementioned ordinance to negotiate for the acquisition of the Parcel; and

WHEREAS, The Commissioner has negotiated the purchase of the Parcel with the owner of the Property, Rland, Inc., an Illinois corporation; and

WHEREAS, The owner has agreed to sell the Parcel to the City for the sum of One Million One Hundred Ninety-two Thousand and no/100 Dollars ($1,192,000.00); now, therefore,

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

SECTION 1. The purchase of the Parcel for the sum of One Million One Hundred Ninety-two Thousand and no/100 Dollars ($1,192,000.00) is hereby approved. The Commissioner is authorized to execute, on behalf of the City of Chicago, a real estate sales agreement and such other documents as may be necessary to implement the acquisition of the Parcel. The Corporation Counsel is authorized to accept on behalf of the City a deed of conveyance from the owner of the Parcel.

SECTION 2. This ordinance shall become effective immediately upon its passage.

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

Exhibit "A".

Legal Description.

Parcel 1:

Lot 9 in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 39,184.8 square feet or 0.89956 acres

Parcel 2:

The west 50 feet of the east 70 feet of that part of Lot 39 lying south of the south line of Archer Avenue and that part of Lot 44 lying between the east and west lines of said west 50 feet extended southward and lying northwesterly of the right-of-way of the Indiana Harbor Belt Railroad described above, all in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 20,467.6 square feet or 0.46987 acres

Parcel 3:

The west 98.38 feet of Lot 39 (except the north 165.66 feet thereof and except the south 125.54 feet thereof) and the west 28.08 feet of the east 98.08 feet of the north 91.42 feet of the south 216.96 feet of Lot 39 in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Area = 10,928.5 square feet or 0.25088 acres

Parcel 4:

The south 125.54 feet (except the east 70 feet thereof) of Lot 39 in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 15,868.5 square feet or 0.36429 acres

Parcel 5:

The south 200 feet of Lot 36 in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 20,648.6 square feet or 0.47403 acres

Parcel 6:

Lot 37 (except that part of said Lot 37 described as follows: commencing at the point of intersection of the south line of Archer Avenue with the west boundary of said lot; thence easterly along the south line of Archer Avenue, a distance of 50 feet; thence southerly parallel with the west boundary of said lot, a distance of 125 feet; thence westerly on a line parallel with the south line of Archer Avenue, a distance of 50 feet; thence northerly along the west boundary line of said lot, a distance of 125 feet to the place of beginning) in the subdivision by the executor of Thomas Suffern of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, recorded June 27, 1834 as Document Number 2066063, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 33,368.0 square feet or 0.76602 acres

Parcel 7:

Lot 38 in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 50,898.2 square feet or 1.16846 acres

Parcel 8:

Lot 46 (except the south 150 feet of the west 158 feet thereof) in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 85,628.6 square feet or 1.96576 acres

Parcel 9:

The east 20 feet of the south 211 feet of Lot 39 and the south 211 feet of Lot 40 (except that part thereof lying southeasterly of a line described as follows: beginning at a point on the east line of said Lot 40, which point is 104.47 feet north of the south line of said lot; thence southwesterly on a curve, convex to the northwest with a radius of 903.8 feet to the southwest corner of said lot) in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 20,640.6 square feet or 0.47384 acres

Parcel 10:

That part of Lot 44 lying within the southerly extension of the east 20.00 feet of Lot 39 and lying north of the right-of-way of the Indiana Harbor Belt Railroad in the subdivision of that part of the southeast quarter of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying south of the centerline of Archer Avenue, in Cook County, Illinois.

Area = 210.4 square feet or 0.00483 acres

Parcel 11:

Easement for ingress and egress for the benefit of Parcel 9 as set forth and defined in the Grant of Easement recorded as Document Number 15195067, in Cook County, Illinois.

Parcel Number:	64
D.O.A. Project Number:	M 8016-94
Common Addresses:	5929 South Archer Avenue
	5939 South Archer Avenue
	5437 South Massasoit Avenue
	Chicago, Illinois

Permanent Index Numbers: 19-09-428-003

19-09-428-013

19-09-428-037

19-09-428-048

19-09-428-050

19-09-428-055

19-09-428-056

19-09-428-058

19-09-428-059

19-09-428-061

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 6147 -- 6155 SOUTH CICERO AVENUE.

The Committee on Aviation submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on September 13, 1995) at the request of the Commissioner of Aviation, transmitting an ordinance authorizing acquisition by the City of Midway Parcel 57, located at 6147 -- 6155 South Cicero Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On July 19, 1989, Council Journal of Proceedings, pages 3580 -- 3586, the City Council of the City of Chicago determined that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the property located at 6147 -- 6155 South Cicero Avenue, Chicago, Illinois, legally described on Exhibit A attached hereto, and designated as Parcel No. 57 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the aforementioned ordinance to negotiate for the acquisition of the Parcel on behalf of the Department of Aviation; and

WHEREAS, The Commissioner of Aviation has succeeded to the functions of the Commissioner of the Department of Public Works with respect to the acquisition of property for public use by the Department of Aviation; and

WHEREAS, The Commissioner of Aviation has negotiated the purchase of the Parcel with the owners Anthony and Rose Santucci; and

WHEREAS, The owners of the Parcel have agreed to sell the Parcel to the City for the sum of One Hundred Sixty-five Thousand and no/100 Dollars ($165,000.00); now, therefore,

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

SECTION 1. The purchase of the Parcel for the sum of One Hundred Sixty-five Thousand and no/100 Dollars ($165,000.00) is hereby approved. The Commissioner is authorized to execute, on behalf of the City of Chicago, a real estate sales agreement and such other documents as may be necessary to implement the acquisition of the Parcel. The Corporation Counsel is authorized to accept on behalf of the City a deed of conveyance from the owner of the Parcel.

SECTION 2. This ordinance shall become effective immediately upon its passage.

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

Exhibit "A".

Parcel 57.

6147 -- 6155 South Cicero Avenue.

Legal Description.

Lots 8 to 12, inclusive (except that part lying west of a line 50 feet east of and parallel with the west line of Section 15) in Block 9 in Chicago Title and Trust Company's Subdivision of part of the west half of the southwest quarter of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Number:	57
D.O.A. Project Number:	M 8014-94
Common Address:	6147 -- 6155 South Cicero Avenue, Chicago, Illinois

Permanent Index Numbers: 19-15-315-019

19-15-315-020

19-15-315-021

19-15-315-022

19-15-315-047

AUTHORIZATION FOR AMENDMENT TO MIDWAY AIR TRAFFIC CONTROL TOWER AGREEMENT WITH UNITED STATES OF AMERICA TO PROVIDE REIMBURSEMENT OF FUNDS FOR CITY'S COSTS IN CONSTRUCTION OF DUCT BANK.

The Committee on Aviation submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on November 1, 1995) at the request of the Commissioner of Aviation, transmitting an ordinance authorizing an amendment to the Midway Air Traffic Control Tower Agreement with the United States of America to provide for the reimbursement of $71,758 to the City for its costs in constructing a duct bank, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 municipal corporation and a home rule unit of local government under Article VII, Sections 1(a) and 6, respectively, of the 1970 Constitution of the State of Illinois; and

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

WHEREAS, By ordinance passed on August 3, 1994, the City Council of the City of Chicago authorized City to enter into an agreement ("Lease") with the United States of America ("Government") to lease land at the Airport in order to construct and operate a new Air Traffic Control Tower and Base Building (collectively, "A.T.C.T."); and

WHEREAS, Subsequent to the execution of the Lease, Government identified a need for a duct bank to be installed under City's proposed general aviation apron at the Airport, which is adjacent to the proposed A.T.C.T.; and

WHEREAS, Government requested City to construct such duct bank on behalf of Government, upon Government's reimbursement of City's costs; and

WHEREAS, Such arrangement was not contemplated by the Lease; now, therefore,

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

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

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

SECTION 3. The Commissioner is authorized to take all other actions as may be necessary to implement the objectives of this ordinance.

SECTION 4. The sum of Seventy-one Thousand Seven Hundred Fifty-eight and 32/100 Dollars ($71,758.32), or such funds as may actually be received by City from Government in connection with this ordinance, is hereby appropriated.

SECTION 5. This ordinance shall be effective on and after the date of its passage.

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

Exhibit "A".

Drafted September 25, 1995.

Amendment Number 1

To

Lease Number DTFA-14-94-L-R2038

Between

The City of Chicago

And

The United States Of America

For

The Air Traffic Control Tower And Base Building

At

Chicago Midway Airport.

This Amendment Number 1 ("Amendment") is made and entered into as of this ____ day of _____, 1995, by and between the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Sections 1(a) and 6, respectively, of the 1970 Constitution of the State of Illinois, acting through its Department of Aviation ("Lessor"), and the United States of America, acting through the Federal Aviation Administration ("Government").

Recitals.

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

Whereas, By ordinance passed on August 3, 1994, the City Council of the City of Chicago authorized Lessor to enter into an agreement ("Lease") with Government to lease land at the Airport in order to construct and operate a new Air Traffic Control Tower and Base Building (collectively, "A.T.C.T."); and

Whereas, Subsequent to the execution of the Lease, Government identified a need for a duct bank to be installed under Lessor's proposed general aviation apron, which is adjacent to the proposed A.T.C.T.; and

Whereas, Government requested Lessor to construct such duct bank on behalf of Government, upon Government's reimbursement of Lessor's costs; and

Whereas, Government requires an easement in connection with the use of such duct bank; and

Whereas, The construction of the duct bank by Lessor and the granting of an easement in connection therewith were not expressly included in the Lease;

Now, Therefore, In consideration of the benefits conferred on Lessor and Government, and of the mutual covenants and promises herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. The above recitals are incoroporated by reference as if fully set forth herein.

Section 2. The Lease is amended by adding to Article III thereof a new section to read as follows:

> 3.03 Lessor has installed a duct bank on behalf of Government under Lessor's proposed general aviation apron for the Airport, as more fully described in the designs and specifications, attached hereto as (Sub)Exhibit 1, and incorporated by reference herein. Government hereby accepts such duct bank and, in consideration thereof, Government shall reimburse Lessor for Lessor's costs incurred in constructing the duct bank. Government shall make such payment in the form of a government check, payable in the full amount of Seventy-one Thousand Seven Hundred Fifty-eight and 32/100 Dollars ($71,758.32) to Fund Number 603-85-4330-6017-0540 (Contract Number PO1089B), which sum is accepted by Lessor in full accord and satisfaction for all claims against Government in connection with the construction of the duct bank.

Section 3. In accordance with Section 2.01(d) of the Lease, Lessor hereby grants an easement to Government for the construction, operation and maintenance of the duct bank, as identified on the plat of the Airport, attached hereto as (Sub)Exhibit 2, and incorporated by reference herein.

Section 4. Except as stated expressly herein, no other changes, revisions, modifications, or amendments are made to the Lease or shall be construed from this Amendment. All provisions of the Lease shall remain in full force and effect.

Section 5. Execution of this Amendment by Lessor is authorized by ordinance passed by the City Council of the City of Chicago on _____ (Council Journal of Proceedings, page _____).

Section 6. Execution of this Amendment by Government is authorized by standard governmental delegations of authority.

In Witness Whereof, The parties have signed their names as of the date first written hereinabove.

City of Chicago

By: _____
Mayor

The United States of America

By: _____
Real Estate Contracting Officer, Federal Aviation Administration

Recommended By:

_____
Commissioner,
Department of Aviation

_____
Comptroller

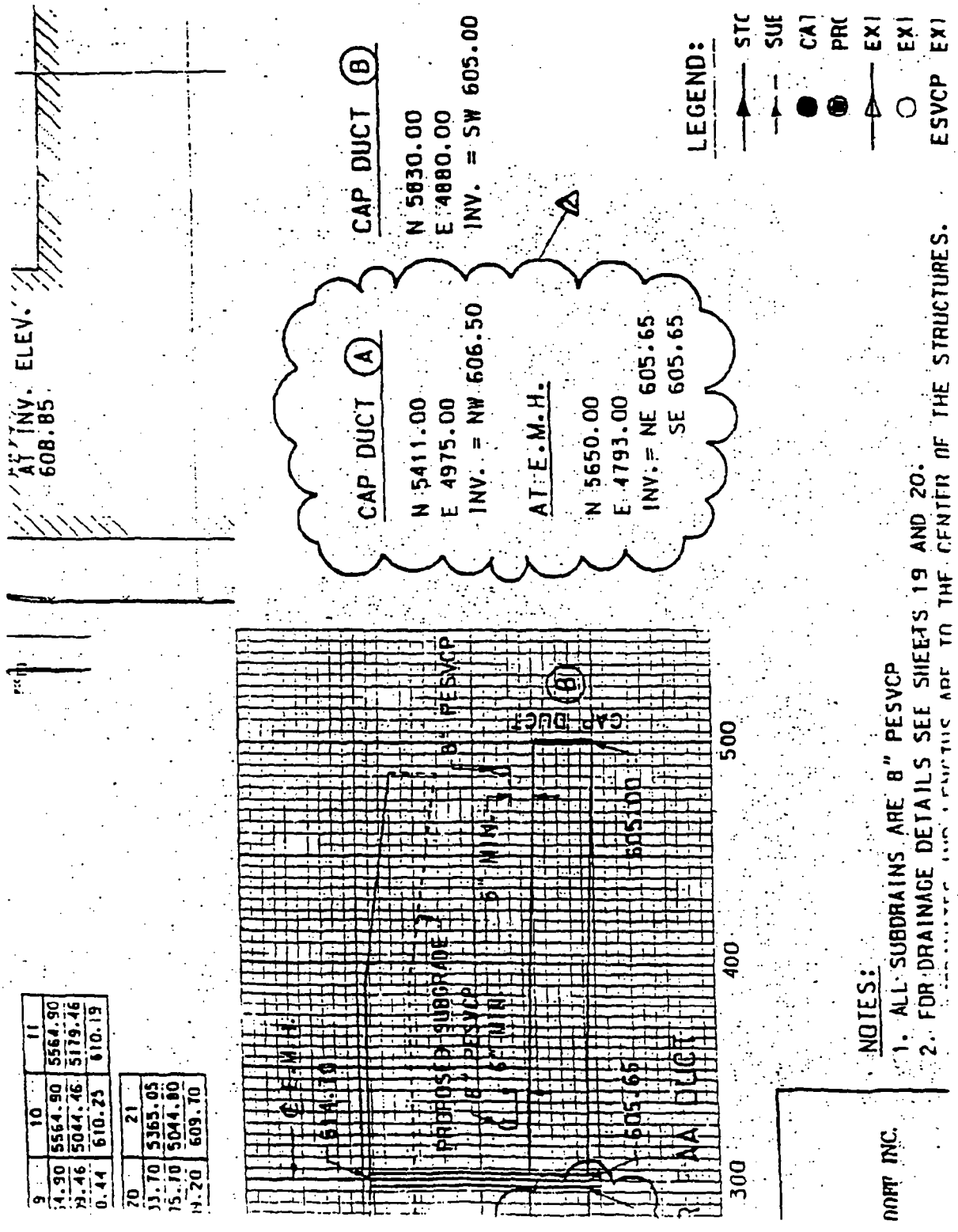
Approved As To Form And Legality

_____
Assistant Corporation Counsel

[(Sub)Exhibits 1 and 2 referred to in this Amendment Number 1 to Lease Agreement printed on pages 12471 through 12473 of this Journal.]

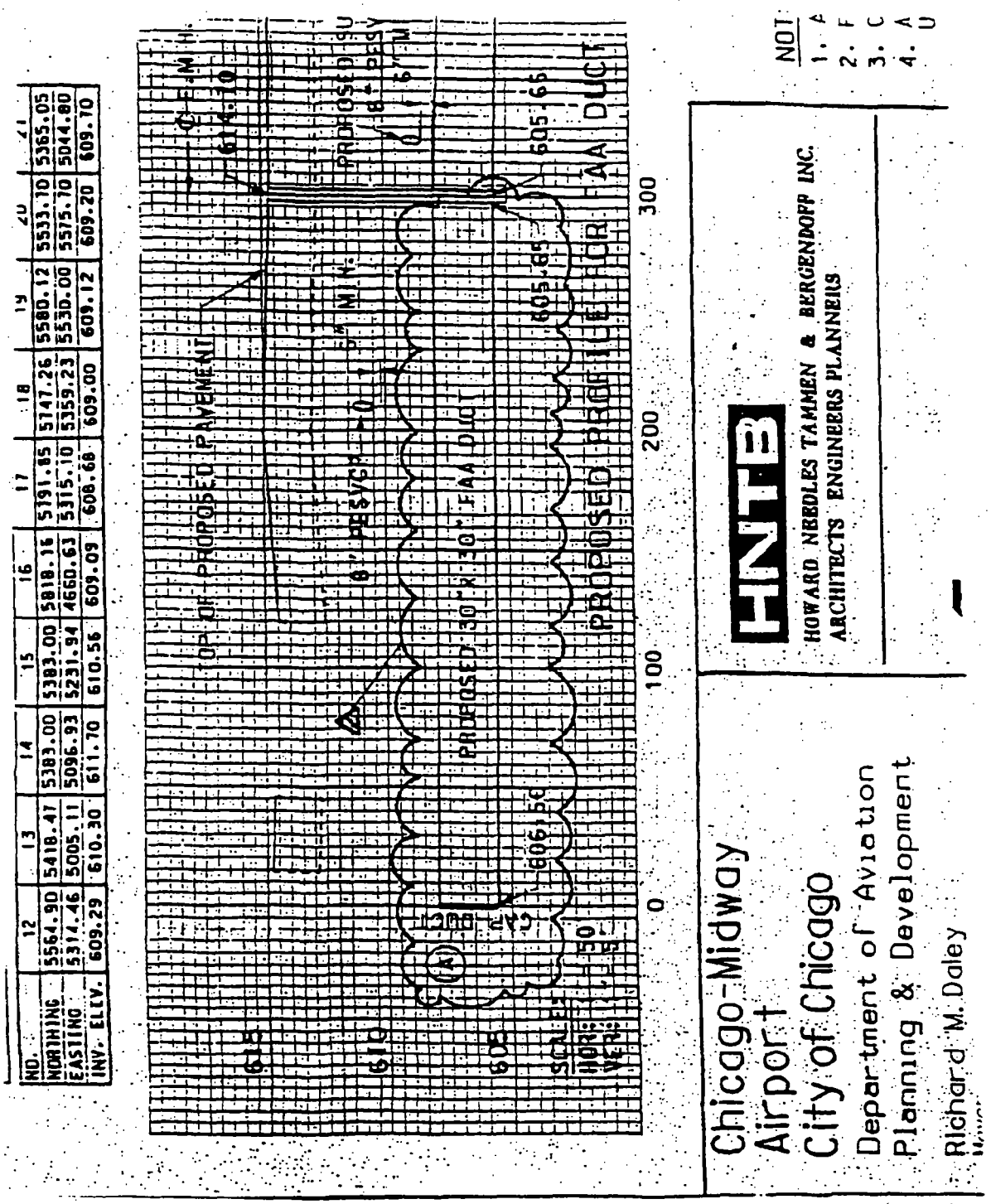
(Sub)Exhibit 1.
(To Amendment Number 1)

(Page 1 of 2)

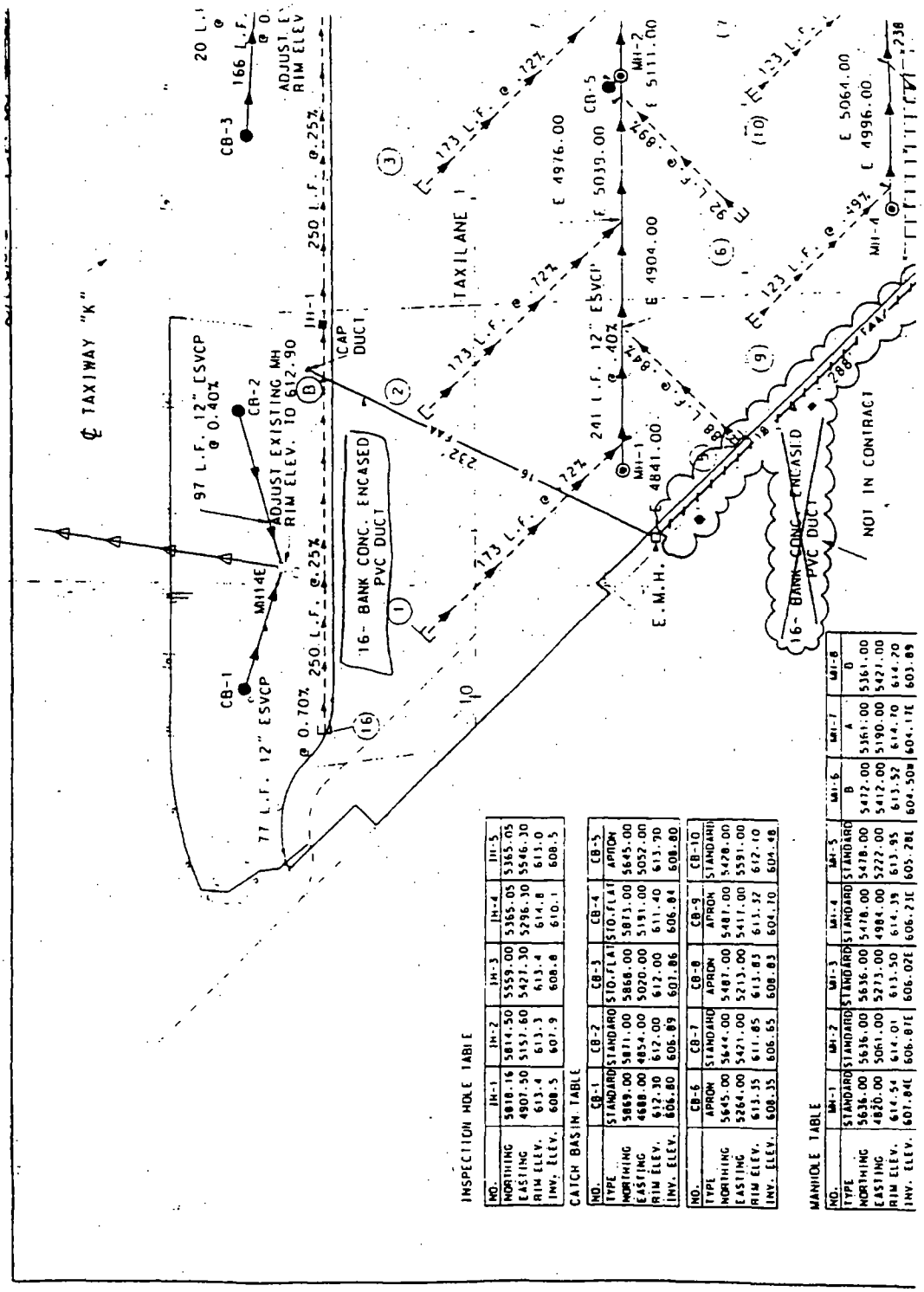


(Sub)Exhibit 1.
(To Amendment Number 1)

(Page 2 of 2)



(Sub)Exhibit 2.
(To Amendment Number 1)



INSPECTION HOLE TABLE

NO.	IH-1	IH-2	IH-3	IH-4	IH-5
NORTHING	5818.16	5814.50	5559.00	5365.05	5365.05
EASTING	4907.50	5151.60	5427.30	5296.30	5546.30
RIM ELEV.	613.4	613.3	613.4	614.8	611.0
INV. ELEV.	608.5	607.9	608.8	610.1	608.5

CATCH BASIN TABLE

NO.	CB-1	CB-2	CB-3	CB-4	CB-5
TYPE	STANDARD	STANDARD	STO.FLAT	STO.FLAT	APRON
NORTHING	5869.00	5871.00	5868.00	5871.00	5645.00
EASTING	4688.00	4854.00	5020.00	5191.00	5052.00
RIM ELEV.	612.30	612.00	612.00	611.40	613.70
INV. ELEV.	606.80	606.89	607.86	606.84	608.80

NO.	CB-6	CB-7	CB-8	CB-9	CB-10
TYPE	APRON	STANDARD	APRON	APRON	STANDARD
NORTHING	5645.00	5644.00	5481.00	5481.00	5428.00
EASTING	5264.00	5421.00	5213.00	5411.00	5591.00
RIM ELEV.	613.35	611.85	613.83	613.32	612.10
INV. ELEV.	608.35	606.65	608.83	604.10	604.48

MANHOLE TABLE

NO.	MH-1	MH-2	MH-3	MH-4	MH-5	MH-6	MH-7	MH-8
TYPE	STANDARD	STANDARD	STANDARD	STANDARD	STANDARD	B	A	D
NORTHING	5636.00	5636.00	5636.00	5478.00	5478.00	5412.00	5361.00	5361.00
EASTING	4820.00	5061.00	5273.00	4984.00	5222.00	5412.00	5190.00	5421.00
RIM ELEV.	614.54	614.01	613.50	614.39	613.95	613.52	614.70	614.20
INV. ELEV.	601.84E	606.81E	606.02E	606.23E	605.28E	604.50W	604.11E	603.89

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH UNITED STATES OF AMERICA FOR FEDERAL OPERATION AND MAINTENANCE OF AIR NAVIGATION AND COMMUNICATIONS FACILITY AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on November 1, 1995) at the request of the Commissioner of Aviation, transmitting an ordinance authorizing the execution of an agreement between the City and the United States of America to permit the federal government to operate and maintain air navigation and communication facilities at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipal corporation and a home rule unit of local government under Article VII, Sections 1(a) and 6, respectively, of the 1970 Constitution of the State of Illinois; and

WHEREAS, City owns and operates an airport commonly known as Chicago O'Hare International Airport (the "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 United States of America (the "Government"), as part of the National Airspace System Plan, owns certain air navigation and communication facilities, including appurtenances thereto (collectively, the "Facilities"); and

WHEREAS, Government currently operates and maintains such Facilities at the Airport pursuant to a license agreement between City and Government; and

WHEREAS, The Facilities provide information necessary to the safe and efficient operation of aircraft activities at the Airport, benefitting both City and the general public; and

WHEREAS, Government finds it necessary to continue to operate and maintain the Facilities at the Airport, and further finds it necessary, from time to time, either to modify, remove, or relocate existing Facilities, or to design, fabricate, construct, install, test, start-up, operate, and maintain new Facilities; and

WHEREAS, Such operation, maintenance, modification, removal, relocation, design, fabrication, construction, installation, testing, and start-up in connection with the Facilities (collectively, the "Activities") by Government are without cost to City; and

WHEREAS, The current license agreement between City and Government expired on September 30, 1995; and

WHEREAS, Government and City desire to extend such Activities, subject to certain terms and conditions; now, therefore,

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

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

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, a license, substantially in the form attached hereto as Exhibit A, subject to the recommendation of the Commissioner of the Department of Aviation (the "Commissioner"), and the approval of the Comptroller and the Corporation Counsel as to form and legality.

SECTION 3. The Commissioner is authorized to take all other actions as may be necessary to implement the objectives of this ordinance.

SECTION 4. This ordinance shall be effective on and after the date of its passage.

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

Exhibit "A".

Master License Agreement

Between

The City Of Chicago

And

The United States Of America.

This Master License Agreement ("License") is made, effective as of the first (1st) day of October, 1995, by and between the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Sections 1(a) and 6, respectively, of the 1970 Constitution of the State of Illinois ("Grantor"), and The United States of America ("Government").

Recitals.

Whereas, Grantor currently owns and operates an airport commonly known as Chicago O'Hare International Airport ("Airport"), as more fully

described on the Airport Layout Plan, attached hereto and incorporated by reference herein as (Sub)Exhibit A, which (sub)exhibit may be amended by the parties, from time to time, without the necessity of a formal amendment to this License; and

Whereas, Grantor possesses the power and authority to grant licenses for premises and facilities on the Airport, and to grant other rights and privileges with respect thereto; and

Whereas, Government, as part of the National Airspace System Plan, owns certain air navigation and communication facilities, including appurtenances thereto (collectively, "Facilities"), as more fully identified on (Sub)Exhibit B, attached hereto and incorporated by reference herein, which (sub)exhibit may be amended, from time to time, by the parties by mutual agreement without necessity of a formal amendment to this License; and

Whereas, Government currently operates and maintains such Facilities at the Airport pursuant to a license agreement between Grantor and Government; and

Whereas, The Facilities provide information necessary to the safe and efficient operation of aircraft activities at the Airport, benefiting both Grantor and the general public; and

Whereas, Government finds it necessary to continue to operate and maintain the Facilities at the Airport, and further finds it necessary, from time to time, either to modify, remove, or relocate existing Facilities, or to design, fabricate, construct, install, test, start-up, operate, and maintain new Facilities; and

Whereas, Such operation, maintenance, modification, removal, relocation, design, fabrication, construction, installation, testing and start-up in connection with the Facilities (collectively, "Activities") by Government are without cost to Grantor; and

Whereas, The current license agreement between Grantor and Government expired on September 30, 1995; and

Whereas, Government and Grantor desire to extend such Activities, subject to certain terms and conditions;

Now, Therefore, In consideration of the benefits conferred on Grantor and Government by the Activities, and of the mutual covenants and promises herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Government agree as follows:

Article I.

Incorporation Of Recitals.

Section 1.01

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

Article II.

Premises.

Section 2.01 Rights And Responsibilities Of Government.

(a) Grantor hereby grants to Government, and Government hereby accepts from Grantor, a license for the exclusive and non-exclusive, as applicable, use of such land on the Airport as may be necessary for the Activities (collectively, "Premises"), subject to the terms and conditions of this License and to all applicable federal, state, and local laws, regulations, rules, codes, ordinances, and executive orders.

(b) Government shall have the right to perform any and all Activities in connection with the Facilities on the Premises, and further to attach fixtures, and erect additions, structures, or signs, in or upon the Premises, which Facilities, fixtures, additions, structures, or signs shall be and remain the property of Government, and shall be removed by Government, provided adequate appropriations are available, upon the date of termination of this License, or within one hundred eighty (180) days thereafter, by or on behalf of Government, or its assignees, grantees, or purchasers of such Facilities, fixtures, additions, structures, or signs.

(c) Government, its officials, employees, agents and contractors, shall have ready and convenient access to the Premises at all times, and shall accommodate, to the maximum extent possible, the security and safety rules of Grantor and the operational needs of the Airport.

(d) Government shall have a right-of-way for ingress to and egress from the Premises as may be necessary and convenient for the Activities; including, rights-of-way, as may be necessary, for a pole line or pole lines to extend electric power and/or telecommunication lines to the Premises; for subsurface power, communication, and/or water or sewer lines to the

Premises; and for the removal of the Facilities upon the termination of this License or upon the cancellation of all or any portion of the Facilities. Such rights-of-way shall be over such reasonably convenient and direct routes as may be mutually agreed upon between Grantor and Government.

(e) Government shall have the right of grading, conditioning, and seeding soil; installing drainage facilities; and removing all obstructions from the Premises which may constitute a hindrance to the Activities or the Facilities. Such Activities shall be conducted on such locations and in such manner as may be mutually agreed upon between Grantor and Government.

(f) Government shall, at its own expense, have the right to make underground connections and extensions with all existing and future, if any, gas, electric power, water, sewer, heated water, and chilled water conduits and ducts; to relocate existing conduits, ducts, and manholes; and to install and maintain, as necessary or desirable, new conduits, ducts, and manholes; all subject to approval by Grantor, which approval shall not be unreasonably withheld.

(g) Government shall be responsible for any and all costs incurred in connection with the Activities. Government shall conduct the Activities in a clean, sanitary, and safe manner, and shall be responsible for any maintenance which is a result of the Activities, except for usual or seasonal site maintenance, which shall remain the responsibility of Grantor. Government shall restore any part of the Airport which is damaged by the Activities to the condition of the Premises immediately prior to the occurrence of such damage.

(h) Government shall be responsible for payment of all cost of water, electricity, natural gas, telephone service, and all other utility services, if any, for the Premises, whether furnished by Government or purchased by Grantor on behalf of Government, or furnished to Government by independent contractors.

Section 2.02 Work On The Premises.

(a) Before entering into any contract for work, Government shall submit plans and specifications to Grantor, through its Department of Aviation, Commissioner of Aviation ("Commissioner"), or his designated representative, for review and approval, such approval not to be unreasonably withheld by Commissioner. This provision is not intended, nor should it be construed, to impose design or construction standards more stringent than those to which Government is already subject by virtue of federal laws, regulations, or policy.

(b) Before commencing any work, and thereafter as often as may be necessary to provide Grantor with current and complete information about the work, Government shall submit to the Grantor.

(i) initial and updated construction schedules (which shall be reviewed by Grantor for their impact and relation to other projects or operations at the Airport), indicating the proposed and/or actual sequence of all work, and the estimated date of completion of the work under each of Government's contracts;

(ii) initial and updated site utilization plans, including limit lines, on-site storage, and office areas, and proposed temporary alterations and detours intended to maintain public access and support services to, from, through, or past operating facilities at the Airport; and

(iii) Government's traffic management plans.

(c) Government shall deliver to the Commissioner "as built" drawings of the work performed by Government and shall keep such drawings current, showing any changes in the Premises or modifications made in or to the Facilities.

(d) To the extent permitted by applicable law, Government shall be responsible for losses caused by the negligence, acts, or omissions of Government, its agents, employees, and contractors, in connection with the performance of work, except to the extent such losses are caused by Grantor's negligence.

(e) Government shall keep the Premises and the Facilities free and clear of any and all liens in any way arising out of the work; provided, however, that Government may in good faith contest the validity of any lien.

Section 2.03 Condition Of The Premises.

(a) Government agrees to remediate, at its sole cost, all hazardous substance contamination on the Premises that is found to have occurred as a direct result of the Activities.

(b) Grantor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the Premises.

(c) Grantor agrees to save and hold Government harmless for any and all costs, liabilities, and/or claims by third parties that arise out of hazardous contamination found on the Premises not directly attributable to the Activities.

Article III.

Facilities.

Section 3.01 Scope Of Facilities.

(a) Facilities shall include, but not be limited to, navigation and communication equipment, storage buildings, utility buildings, off-the-road vehicular equipment, mobile engines, or generators, radio systems, electrical distribution systems, cable systems, telco systems, and any and all necessary support equipment or underground systems.

(b) This License is intended to include all Facilities existing on the Airport as of the date of this License, whether expressly identified on (Sub)Exhibit B to this License or identified in any amendment hereto, and all Facilities placed on the Airport pursuant to this License.

(c) Subject to the terms and conditions of this License, Government shall have the right (i) to remove Facilities; (ii) to relocate Facilities; (iii) to modify Facilities; and (iv) to add new Facilities. Such changes shall be set forth in a revised (Sub)Exhibit B by mutual agreement of Government and Grantor without the necessity of a formal amendment to this License in accordance with the procedures set forth in Section 3.02 hereinbelow.

Section 3.02 (Sub)Exhibit B Amendment Procedures.

(a) In the event Government desires to exercise any of the rights provided under Section 3.01(c) hereinabove, Government shall provide no less than thirty (30) days prior written notice to Grantor of such intention on the form attached hereto and incorporated by reference herein as (Sub)Exhibit C.

(b) Grantor shall not unreasonably withhold its consent to Government's requests under this Section 3.02. If Grantor does not agree to Government's requests, Grantor shall state in writing its objections and cooperate with Government in resolving them. Upon mutual agreement of the parties, Grantor shall sign the form, which shall, upon completion of the work described therein, be and become part of (Sub)Exhibit B to this License.

Section 3.03 Relocation By Grantor.

In accordance with Title 49 of the United States Code, Section 47107(a)(16)(D), and further in accordance with Grant Assurance Number 29(b), Grantor agrees that, when an alteration in the Airport or its Facilities is made which does not conform to the approved Airport Layout Plan, and which, in the opinion of the Secretary of the United States Department of

Transportation ("Secretary"), or his designate, adversely affects the safety, utility, or efficiency of the Facilities, whether such Facilities are owned, leased, or financed by the Government, Grantor will, if requested by the Secretary, (i) eliminate the adverse effect in a way the Secretary approves; or (ii) bear all cost of relocating the Facilities to a site acceptable to the Secretary and of restoring the Facilities to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made.

Article IV.

Assignment Of License.

Section 4.01 Right To Assign.

Government may assign the rights contained in this License, with the written consent of Grantor, which consent shall not be unreasonably withheld; provided, however, that Government shall not be relieved from the primary liability for the performance of the obligations under this License by reason of any such assignment.

Article V.

Consideration.

Section 5.01 No Rent.

In accordance with Title 49 of the United States Code, Section 47107(a)(12), and further in accordance with Grant Assurance Number 28, Grantor shall provide the Premises without charge to the Government.

Article VI.

Term.

Section 6.01 Duration Of License

The term of the License shall commence at 12:01 A.M. on October 1, 1995, and terminate upon the expiration of the Airport's commercial operations certificate issued pursuant to Title 14 of the Code of Federal Regulations, Part 139, unless the License is terminated earlier in accordance with this

Article VI; provided, however, that in no event shall the term of the License exceed September 30, 2020.

Section 6.02 Termination.

Government may terminate this License at any time, with or without cause, by giving no less than thirty (30) days prior written notice to Grantor.

Section 6.03 Abandonment Of Facilities.

In the event the Facilities are abandoned by Government, upon termination of the License pursuant to Section 6.01, Section 6.02 or otherwise, and such Facilities are not removed by Government within one hundred eighty (180) days thereafter, the Facilities shall be and become the property of Grantor.

Article VII.

Compliance With All Laws.

Section 7.01 General Obligation.

(a) Government shall, and shall cause any contractors to observe and comply with all applicable federal, state and local laws, statutes, rules, regulations and executive orders.

(b) Notwithstanding anything herein to the contrary, references to any statute or law shall be deemed to be a reference to (i) such statute or law as may be amended form time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to such statute or law; and (iii) all future statutes, laws, regulations, rules, and executive orders pertaining to the same or similar subject matter.

Section 7.02 Security Act.

This License is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ("Act"), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that Government, or any individual employed by Government, has (i) unescorted access to aircraft located on or at the Airport; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Government shall be subject to, and

further shall conduct with respect to its contractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("F.A.A.") and Grantor may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Act, Government shall promptly report any information in accordance with those regulations promulgated by the Administrator and by the Grantor.

Section 7.03 Airport Rules.

(a) Government shall obey all Airport rules and regulations governing the conduct and operations of the Airport, promulgated from time to time by Grantor; provided, however, that such Airport rules and regulations must not be inconsistent with the rules and regulations or orders of any federal, state or local agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Government unless Government has been given fifteen (15) days prior written notice of the adoption thereof.

(b) Upon written request of Government, Grantor shall supply Government with a copy of Grantor's current Airport rules and regulations.

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

Section 7.04 Incorporated Clauses (52.252-2) (June, 1988).

This License incorporates the Federal Acquisition Regulations (48 C.F.R. Chapter 1) clauses referenced below, with the same force and effect, as may be applicable, as if they were given in full text. Upon request by Grantor, Government's Real Estate Contracting Officer will make their full text available.

52.203-1	Officials Not To Benefit. (April, 1984)
52.203-3	Gratuities. (April, 1984)
52.203-5	Covenant Against Contingent Fees. (April, 1984)
52.203-7	Anti-Kickback Procedures. (October, 1988)
52.222-26	Equal Opportunity. (April, 1984)
52.233	Disputes. (March, 1994)

Article VIII.

Notices.

Section 8.01 Writing Requirements.

All notices shall be in writing and may be personally delivered or sent by United States certified or registered mail, return receipt requested, and shall be addressed as follows, or to such other address as either party may designate from time to time by notice to the other:

To Grantor:

City of Chicago
Department of Aviation
Chicago O'Hare International Airport
Terminal 2, Upper Level
P. O. Box 66142
Chicago, Illinois 60666
Attention: Commissioner

To Government:

Federal Aviation Administration
Real Estate and Material Services, AGL-74C
2300 East Devon Avenue
Des Plaines, Illinois 60018
Attention: Real Estate Contracting Officer

Section 8.02 Effective Date.

Except as otherwise expressly provided hereunder, any notice under this License shall be deemed to have been given or made (a) upon receipt, if a messenger or courier service is used, when delivered to the addressee; (b) five (5) days after being deposited in the mail, if sent by mail (certified or otherwise), postage prepaid and properly addressed; and (c) the earlier of (i) actual receipt by addressee or (ii) twenty-four (24) hours after confirmation of transmission, if sent by telex or telecopy.

Article IX.

General Conditions.

Section 9.01 Applicable Law.

This License shall be deemed to have been granted in, and shall be construed in accordance with, the laws of the State of Illinois.

Section 9.02 Severability.

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

Section 9.03 Amendments.

Except as may be expressly authorized herein, no changes, amendments, modifications, or discharge of this License, or any part thereof shall be valid unless in writing and signed by the authorized agents of the parties.

Section 9.04 Entire Agreement.

This License supersedes Master License No. DOT-FA70CE-5083, which expires by its terms September 30, 1995. This License, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this License that are not expressly addressed herein and therein.

Article X.

Liability.

Section 10.01 No Personal Liability.

No official, employee, or agent of Grantor shall be charged personally by Government or its officials, employees, agents, or contractors, with any liability or expenses of defense or be held personally liable to them under any term or provision of this License, or because of Grantor's execution or attempted execution, or because of any breach thereof.

Section 10.02 Federal Tort Claims Act.

In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671, et seq.) ("Tort Act"), Government shall be liable to persons damaged by any personal injury, death, or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of Government while acting within the scope of his office or employment under the circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend Government's liability beyond that existing under the Tort Act at the time of such act or omission, or to preclude Government from using any defense available at law or in equity.

Article XI.

Authority.

Section 11.01 Grantor's Authority.

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

Section 11.02 Government's Authority.

Execution of this License by Government is authorized by virtue of standard governmental delegations of authority.

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

City of Chicago

By: _____
Mayor

The United States of America

By: _____
Title: Real Estate
Contracting Officer

Attest:

_____
City Clerk [Seal]

Recommended By:

_____
Commissioner,
Department of Aviation

_____
Comptroller

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

[(Sub)Exhibit "A" referred to in this Master License Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

(Sub)Exhibits "B" and "C" referred to in this Master License Agreement read as follows:

(Sub)Exhibit "B".
(To Master License Agreement)

List of F.A.A. Facilities At O'Hare Airport.

[List Of Facilities Dated As Of October 1, 1995]

(Sub)Exhibit B based on attachment to executed Lease No. DOTFA-70CE-5803, and executed installation, amendment, and cancellation forms, current as of September, 1995. All acronyms used herein shall be defined in Order Number 130D.40C, dated December 21, 1992: Appendix 1. Facility types, contractions, and definitions.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
LDIN	4L (A HNA)	3 acres. Shelter at 850 feet SW of Rwy 4R pavement end and 410 feet NW of Rwy centerline. SSALR replaced GL-D-9100-10A.
Localizer	4L (A HNA)	Ele. 643.8; Lat. 41.59 56.385, Long. 87 53 41.145. Dwg. GL-D-1258, GL-D-5421-B4. Shelter is 733 feet NE of Rwy 22R threshold and 260 feet SE of Rwy 4L/22R centerline extended.
ALSF-2	14R (K ORD)	24.3 acres, Sketch No. ORD14RALS. Dwg. GL-D-4526-7CT 1 and 2 GL-D-4526-7-1A. Area NW from Rwy 14R threshold 2,560 feet out and 100 feet wide of Rwy 14R centerline. Coordinates: S 160+00, E 110+00.
Glide Slope	14R (K ORD)	Ele. 662.2; Lat. 41 59 15.813, Long. 87 55 55.237.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
MALSR	27R (F IAC)	Dwg. GL-D-1258, GL-5421-B4, GL-D-5422-5. Beginning at 27R threshold and extending 2,460 feet E of Rwy 27R threshold along Rwy centerline extended.
ASR-4 (ANNEX)		Near RTR/ORD. Dwg. GL-D-5479-2 and 8.
Alt. Access Road to ASR-4 RVR GS		Near RTR/ORD, KC-D-5420-3D.
Glide Slope	32L (A RVG)	Ele. 648.4; Lat. 57 52.633, Long. 87 54 21.126. Dwg. GL-D-5620-2C. Mast is 1,025 feet NW of Rwy 32L threshold, 370 feet SW of Rwy 32 centerline.
ALS	14L (OHA)	KCC-D-10-T.
Glide Slope	14L (K OHA)	Ele. 648.4; Lat. 41 57 52.633, Long. 87 54 41.912. Dwg. GL-D-5693-2-8.
Middle Marker	14L (D OHA)	Ele. _____; Lat. _____, Long. _____. Dwg. GL-D-5621-1-7A, GL-D-5693-3-31. Antenna 2,740 feet NW of Rwy 14L end. Shelter 2,740 feet NW of Rwy 14L end and 10 feet, 6 inches SW of Rwy 14L/32R centerline extended.
Localizer	32R (A IDN)	Ele. 649; Lat. 42.00 16.94, Long. 87 55 04.42; S 112+35, E 160+62. Dwg. GL-D-5621-1-7A. 266 feet SW of Rwy 14L/32R centerline extended and 1,000 feet NW of Rwy 14L threshold.

Facility	Runway Location	Legal Descriptions Are Supplied By USGS O'Hare Coordinate System, Metes And Bounds, Or Engineering Drawing (F.A.A.'s Or City's)
Glide Slope	27R (A IAC)	Ele. 646.6; Lat. 41 59 06 813, Long. 87 53 34. 369. Dwg. GL-D-1258, GL-D-5421-B4, GL-D-5422-2AX. Antenna is 140 feet W of Rwy 27R threshold and 483 feet N of Rwy 27R/9L centerline extended.
Glide Slope	32R (A LDN)	Ele. 646.4; Lat. 41 59 06 .775, Long. 87 53 36.791. Dwg. GL-D-1258, GL-D-5421-B4, GL-D-5422-5. Shelter is 1,390 feet NW of Rwy 32R threshold and 510 feet NE of Rwy 32R/9L centerline extended.
Localizer	27R (A IAC)	Ele. 665.2; Lat. 41 59 02.028, Long. 87 55 17.991. Dwg. GL-D-5422-1-6, GL-D-5422-IC. Shelter is 775 feet W of Rwy 9L threshold and 265 feet S of Rwy 9L/27R centerline extended.
Localizer	14L (F OHA)	Ele. 650.6; Lat. 41 58 44.36, Long. 87 53 20.40. Dwg. GL-D-1569-5A, GL-D-5693-1-4. Antenna 1,150 feet SE of Rwy 32R end on Rwy centerline extended.
Middle Marker	32R (A LDN)	Lat. 41 58 33.8, Long. 87 53 08.6.
MALSR	32R (F LDN)	Dwg. KCC-D-5621-10-T, GL-D-1569-5. Begins 10m feet SE of Rwy 32R threshold and extending 2,410 feet SE along Rwy centerline extended. System midpoint coordinates: Ele.651.0; Lat. 41 58 43.83, Long. 87 53 19.70.
Localizer	32L (A RVG)	Ele. 662.9; Lat. 41 59 30.499, Long. 87 56 04.851; S 160+00, E 120+00, S 150+00, E 110+00. Dwg. GL-D-6815-1, GL-D-9803.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
Middle Marker	27R (A IAC)	Lat. 41 59 02.0, Long. 87 52 41.4.
Localizer	27L (B TSL)	Ele. 661.6; Lat. 41 58 08.42, Long. 87 55 32.63; S 24,250, E 14,075. At 1,020 feet W of Rwy 27L threshold. Dwg. GL-D-9109-5-4.
DMEL	27L (B TSL)	Ele. 660.0; Lat. 41 58 11.04, Long. 87 55 32.97 as of 9/95. 1,305 feet W of Rwy 9R threshold and 265 feet N of Rwy 9R/27L centerline extended. Dwg. GL-D-9109-5-4.
RVR (Touchdown)	9R	Rcv. 415 feet S of Rwy 9R centerline. 1,586 feet E of Rwy 9R threshold. Proj. 445 feet S of Rwy centerline. 1,335 feet E of Rwy 9R threshold. Dwg. GL-D-9109-AT.
RCAG	By 14L	Directly east of Wolf Road, south of Touhy Road. Dwg GL-D-9803-I14A.
RTR-F	By 14L	Located inside the RCAG Building.
RTR-ORD (was RTR (No. 1))	At mid-point of 14R/32L	.58 acres, center is E 19,630, S 28,140; NW corner is E 19,575, S 28,025; NE corner is E 19,685, S 28,025; SW corner is E 19,675, S 28,255; SE corner is E 19,685, S 28,255. Dwg. GL-D-3115-2. Close to RCAG.
RVR (Rollout)	14L(B OHA)	Dwg. GL-D-9803-122.
VASI	22R	Now decommissioned.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
VORTAC (Doppler)	Near 9L/27R	Ele. 650; Lat. 41 59 15.6, Long. 87.54 17.6; S 174+60.32, E 196 + 1.23. Dwg. CE-D-4890A.
RTR-A (was RTR (No. 2))	Serving 14R (DORDA)	Directly south of Rwy 32L threshold. Located by VOT. (VOT inside ORD-A RTR) site. Located west of Rwy 31L Blast Pad.
Localizer	9R (A MED)	Ele. 646.7; Lat. 41 58 08.671, Long. 87 52 40.938. Antenna at 1,530 feet E of Rwy 27L threshold on Rwy 9R/27L centerline extended. Shelter at 1,495 feet E of Rwy 27L threshold and 225 feet S of Rwy 9R/27L centerline extended.
RTR-B (was RR No. 1(Rem. Rcv. No. 3))	Serves 9R	On the east side of O'Hare Lake, south of Rwy 27L.
RTR-C (was RT No. 3 (Rem. Rcv. No. 1))	"Kennedy site"	Off the Kennedy Expressway and Bessie Coleman Drive, immediately west of the rent-a-car rental area. Dwg. GL-D-782-2; GL-D-9803-85A.
MALSR	32L (F RVG)	Beginning at Rwy 32L threshold extending 2,500 feet SW of Rwy 32L centerline extended. Dwg. GL-D-1255-5.
Middle Marker	32L (A RVG)	Lat. 41 57 22.1, Long. 87 53 40.4. Antenna is 3,315 feet SE of Rwy 32L threshold on Rwy centerline extended. Equip. shelter is 3,490 feet SE of Rwy 32L threshold centerline extended. Dwg. GL-D-5620-3A.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
Localizer	14R (F ORD)	Antenna is 1,020 feet SE of new Rwy 32L threshold on centerline extended. Shelter is 1,095 feet SE of Rwy 32L threshold and 260 feet SW of Rwy centerline exended. Dwg. GL-D-4526-IC, 1 and 2.
VASI-STOL	Rwy L8	Is visual runway only; facility not in use. Dwg. CE-D-5466-1 and 2.
RTR-ORD-D Site (RML-RT/ RR No. 5)	14R (AORDA)	3 facilities in building; RTR ORD-D, RML and TML. Beginning at S 205+46, E 215+54.0, N 110 feet, E 73 feet, S 110 feet, W 73 feet to POB. Dwg. GL-D 9802-22, CE-D-6815-11 and 2.
RML	14R (ORD)	Dwg. GL-447-75-26-1 and 2. Coordinates: S 279+66, E 156+77, S 281+45, E 155+18. See RTR-ORD-D Site.
LMWT	14R	See RTR-ORD-D Site.
Inner Marker	14R (A ORD)	Lat. 41 59 32.6, Long. 87 56 07.1. Dwg. GL-D-327.
RVR (Touchdown)	14R (A ORD)	Dwg. GL-D-1328-1.
RVR (Midpoint)	14L (BOHAA)	Rollout and Touchdown Configuration.
HYGRTHERM/ WB		Weather equip. owned by National Weather Service of F.A.A. Altimeter.
RVR	9L (BJAV)	Dwg. GL-D-5422-1-6, GL-D-157-2-IT-9. 1,121 feet E of Rwy 9L threshold and 498 feet N of Rwy centerline. New site 12 feet by 27 feet (324 feet) near existing RVR and Glide Slope site.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
RVR	27R/32R	Located northeast of intersection of Rwy 27R and 32R. Dwg. GL-D-5621-2A.
Inner Marker	14L	Elev. 649.3; Lat. 42 00 15.16, Long. 87 55 02.54. Dwg. GL-D-5621-1-7A. 2,740 feet NW of Rwy 14L end on runway centerline extended. Antenna 846 feet NW of Rwy 14L end on Rwy centerline extended.
RVR	32L	Proj. at 1,028 feet NW of Rwy 32L threshold and 400 feet SW of Rwy 32L centerline. Receiv. at 1,277 feet NW of Rwy 32L threshold and 444 feet SW of Rwy 32L centerline. Also used as 14R RVR-Rollout.
Middle Marker	9R (F MED)	Lat. 41 58 08.4, Long. 87 55 52.1. Antenna at 2,750 feet W of Rwy 9R threshold and 15 feet S of Rwy 9R/27L centerline extended. Shelter at 2,760 feet W of Rwy 9R threshold and 3 feet S of Rwy 9R/27L centerline extended.
MALSR	9R (F MED)	Light Bars extended 2,420 feet W of Rwy 9R threshold of Rwy 9R/27L centerline extended. Shelter located 1,320 feet W of Rwy 9R threshold and 270 feet N of Rwy 9R/27L centerline.
Localizer	4R (A FJU)	Ele. 646.4; Lat. 41 58 15.667, Long. 87 52 42.403. Dwg. GL-D-6663-1A. Antenna at 555 feet NE of Rwy 22L threshold on Rwy 4R/22L centerline extended. Shelter at 395 feet NE of Rwy 22L threshold and 260 feet SE of Rwy 4R/22L centerline extended.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
RVR (Midpoint)	14R/32L	Located at center of Rwy 14R/32L and serves both.
Middle Marker	22R (A RXZ)	Lat. 42 00 10.8, Long. 87 53 25. 2. 2,583 feet NE of Rwy 22R threshold Rwy 4L/22R centerline extended. Dwg. GL-D-6665-3.
Glide Slope (part of ILS)	22R (A RXZ)	Ele. 644.9; Lat. 41 59 45. 433, Long. 87 53 58.407. Approx. S 250+00, E 260+00. 1,013 feet SW of Rwy 22R threshold and 282 feet NW of Rwy 4L/22R centerline extended.
Localizer (part of ILS)	22R (A RXZ)	Ele. 662.4; Lat. 41 585, Long. 87 55 32.509. Approx. S 305+00, E 203+00. 5,065 feet SW of Rwy 4L threshold and 260 feet SE of Rwy 4L/22R centerline extended.
Glide Slope	22L (A LQQ)	Ele. 646.9; Lat. 41 58 00.923, Long. 87 52 52.827. Shelter at 1,114 feet SW of Rwy 22L threshold and 418 feet SE of Rwy 4R/22L centerline.
Localizer	22L (A LQQ)	Ele. 653.3; Lat. 41 57 05.606, Long. 87 54 05.474. Shelter at 905 feet SW of Rwy 4R threshold and 260 feet NW of Rwy 4R/22L centerline. Dwg. GL-D-6663-1B.
Glide Slope	27L (B TSL)	Ele. 647.9; Lat. 41 58 04.46, Long. 87 53 15.07. Antenna 1,030 feet W of Rwy 27L threshold and 422 feet S of Rwy 9R/27L centerline. Dwg. GL-D-9107-2-1A.
Middle Marker	27L (A TSL)	Ele. 642.0; Lat. 41 58 08.68, Long. 87 52 23.75. Dwg. GL-D-9107-3A. Antenna 2,848 feet E of Rwy 27L threshold and 3 feet S of Rwy 9R/27L centerline extended.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
MALSR	27L (F TSL)	Dwg. GL-D-9107-10, Shts. 1-4. 3.5 acres.
MALSR	22R (A RXZ)	Dwg. GL-D-6665-3. Proj. No. ORD5044. Area extending out 1,600 feet from Rwy 22R threshold and 200 feet either side of extended Rwy centerline and area extending 1,600 to 2,500 feet along extended centerline with exception of Air Force Reserve abd IL R/W land, containing 18.8 acres.
VASI	9L (JAV)	Now decommissioned.
Glide Slope	4R (A FJU)	Ele. 654.4; Lat. 41 57 17.116, Long. 87 53 44.771. Shelter at 1,068 feet NE of Rwy 4R/22L centerline.
Glide Slope	9L (A JAV)	Ele. 658.4; Lat. 41 59 08.110, Long. 87 54 51.333; S 182+25, E 170+50. Equipment is 1,115 feet E of Rwy 9L threshold and 600 feet N of Rwy centerline.
Middle Marker	9L (A JAV)	Lat. 41 59 02.1, Long. 87 55 54.6; S 188+35, E 122+90, E 122+90. Equipment is 3,652 feet W of Rwy 9L threshold and on extended Rwy centerline.
ARSR-3	SW Sect. of Airport	Ele. 665; Lat. 41 58 48.6, Long. 87 55 40.0. Area of approx. 2.07 acres.
Middle Marker	4R (A FJU)	Lat. 41 56 48.9, Long. 87 54 28.6. 3,335 feet SW of Rwy 4R threshold and 163 feet NW of extended centerline. S 323+60, E 187+60.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
MALSR	4R (F FJU)	24.8 acres; Sketch No. ORD4RM. Area extending from Rwy 4R threshold out 2,700 feet and 200 feet either side of Rwy centerline extended. Lat. 41 57.03, Long. 87 54 08; S 308+75, E 202+85.
Localizer	9L (A JAV)	Ele. 643.4; Lat. 41 59 02.047, Long. 87 53 10.499. Dwg. GL-D-1258, GL-D-5421-B4, GL-D-157-1A. Antenna is 763 feet E of Rwy 27R threshold on centerline extended. Shelter is 787 feet E of Rwy 27R/9L threshold and 260 feet N of Rwy 27R/9L centerline extended.
ASR-7 (UPS for ASR-9	SW Sect (B ORDA)	1.47 acres; E 33+68.39, S 201+53.35. Dwg. GL-D-1343-1, GL-D-314-3, GL-D-6818. Uninterrupted Power System for Airport Surveillance Radar.
Moving Target Indicator Reflector	32L	Airport Surveillance Radar Reflectors installed before 1970 on various airport towers in support of the ASR facilities. Dwg. D-4933, 3-E-4337-13.
Moving Target Indicator Reflector	9R	Airport Surveillance Radar Reflectors installed before 1970 on various airport towers in support of the ASR facilities. Dwg. D-4933, 3-E-4337-13.
Moving Target Indicator Reflector	14R	Airport Surveillance Radar Reflectors installed before 1970 on various airport towers in support of the ASR facilities. Dwg. D-4933, 3-E-4337-13.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
Moving Target Indicator Reflector	27R	Airport Surveillance Radar Reflectors installed before 1970 on various airport towers in support of the ASR facilities. Dwg. D-4933, 3-E-4337-13.
ASDE (Reflector)	4L	Dwg. 3-E-5420-4; CE-D-9802-4.
RVR (Touchdown)	27L (TSL)	Proj. Tower at 1,055 feet W of Rwy 27L threshold and 510 feet S of Rwy 27L/9R centerline. Receiver Tower at 826 feet W of Rwy 27L threshold and 617 feet S of Rwy 27L/9R centerline. New generation equipment.
RVR (Rollout)	27L (TSL)	Proj. Tower at 1,335 feet E of Rwy 9R threshold and 445 feet S of Rwy 9R/27L centerline. Receiver Tower at 1,564 feet E of Rwy 9R threshold and 552 feet S of Rwy 9R/27L centerline. New generation equipment.
MALSR	22L (LQQ)	24.6 acres; Sketch ORD22LM. S 238+48, E 266+13. Expanded from 7.6 acres. Area 200 feet from Rwy 22L threshold and 80 feet either side of extended centerline, extended outbound to City's property line. Approx. coordinates: SD 238+48, E 266+13, S 221+57, E 281+06, S 219+66, E 280-61, S 237+42, E 264+92.
MALSR	9L (JAV)	26.5 acres; Sketch ORD9LM. Dwg. GL-D-5422-1C.1.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
VORTEX Meterolog. Tower	14R/32L	920 feet SW from Rwy 14R/32L centerline and 2,700 feet S of S threshold. Area 35 feet by 40 feet (.03 acres). Includes access road, surface plot, power cables, 50 feet tower and equipment.
VORTEX Meterolog. Tower	9R/27L	920 feet S from Rwy 9R/27L centerline and 1,100 feet W of W threshold. Area 35 feet by 40 feet (.03 acres). Includes access road, surface plot, power cables, 50 foot tower and equipment.
VORTEX Meterolog. Tower	14R/32L	950 feet SW from Rwy 14R/32L centerline and 1,000 feet SE of threshold. Area 35 feet by 40 feet (.03 acres). Includes access road, surface plot, power cables, 50 foot tower and equipment.
VORTEX Meterolog. Tower	14L/32R	920 feet NE from N threshold of Rwy 14L/32R. Area 35 feet by 40 feet (.03 acres). Includes access road, surface plot, power cables, 50 foot tower and equipment.
VORTEX Meterolog. Tower	9L/27R	880 feet N from E threshold of 9L/27R. Area 35 feet by 40 feet (.03 acres). Includes access road, surface plot, power cables, 50 foot tower and equipment.
VORTEX Meterolog. Tower	9R/27L	1,025 feet S of Rwy 9R/27 and 1,300 feet W of E threshold. Area 35 feet by 40 feet (.03 acres). Dwg. GL-D 588. Includes access road, surface plot, power cables, 50 foot tower and equipment.
6 KW Engine Gentr. UST for RVR.	14R RVR	Area 30 feet by 30 feet (.02 acres). Dwg. GL-D-4526-28.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
13 feet rock Access Rd.	9R GS and Rwy 27L LOC	Dwg. AGL-SK-459-4. Start at E 16,560, S 24,680 ending at E 14,093, S 23,980.
Concrete incased duct	9R GS and 27L LOC	Extends from Com Ed's Sectionalizer at NW corner of Old Mannheim Road and the access roadcar rental service area to Rem. Transfer 3 and to Rwy 14L Localizer.
New Electric Service	Serves 14R LOC, MM, Far Field Monitors	Installation of new electric service and 4 concrete pads for transformers and switch gear. Dwg. GL-D-782-3, CE-D-911-4A.
Middle Marker	14R	Antenna and Shelter 2,835 feet NW of Rwy 14R threshold and 58 feet NE of Rwy centerline extended (.04 and .05 acres) for the Far Field Monitors. Included are equipment, shelter, power for Localizer.
DAWVSS	22L	Dwg. GL-D-5421-T. Center of system is at E 210+00, S 285+00. Departure Aircraft Wake Vortex Sensing System.
Glide Slope	9R	Ele. 659.6; Lat. 41 58 04.924, Long. 87 54 58.205. Dwg. GL-D-9109-2AT, GL-D-9109-2B-T9. Shelter at 1,335 feet E of Rwy 9R threshold and 360 feet S of Rwy 9R/27L centerline. Antenna is 360 feet S of Rwy 9R centerline extended and 1,320 feet E of Rwy 9R threshold. Monitor mast is 360 feet S of Rwy centerline and 1,070 feet E of Rwy 9R threshold.
RVR (Rollout)	9R	Dwg. GL-D-9109-2B-T9. 1,400 feet E of Rwy 9R threshold and 420 feet S of Rwy centerline; parcel 12 feet by 27 feet (324 square feet). New generation test equipment.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
DMEL	14R/32L (E RVG)	Antenna is 1,104 feet SE of new Rwy 32L threshold and 249 feet SW of Rwy centerline extended. Shelter is 1,117 feet SE of Rwy 32L threshold and 260 feet SW of Rwy centerline extended. Dwg. GL-D-4526-1C, 1 and 2. Ele. 677; Lat. 41 59 24.490, Long. 87 56 05.082.
DMEL	32R/14L	Ele. 650.0; Lat. 41 58 08, Long. 87 53 30.19. Dwg. G1-D-1569-5A, GL-D-5693-1-4. Antenna is 1,050 feet SE of Rwy 32R end and 265 feet SW of Rwy 14L/32R centerline extended.
LLWAS, Site No. 1	27R/9L	Anemometer located 1,300 feet E of Rwy 9L threshold and 800 feet N of Rwy 27R/9L centerline. Dwg. GL-D-1290-1.
LLWAS, Site No. 2	27R/9L, on 27R MM Site	Anemometer located 3,495 feet E of Rwy 27R threshold and 10 feet S extended Rwy 27R/9L centerline. Dwg. GL-D-1290-2.
LLWAS, Site No. 3	22L/4R, adjacent to 4R MM	Anemometer located 3,335 feet SW of Rwy 4R threshold and 145 feet NW extended of Rwy 22L/4R centerline. Dwg. GL-D-1290-3.
LLWAS, Site No. 4	27L/9R, adjacent to 9R MM	Anemometer located 2,820 feet W of Rwy 9R threshold on extended Rwy 27L/9R centerline. Dwg. GL-D-1290-4.
LLWAS, Site No. 5	32L/14R, adjacent to MM	Anemometer located 2,850 feet NW of Rwy 14R threshold and 60 feet NE of extended Rwy 32L/14R centerline. Dwg. GL-D-1290-5. At outermost boundaries of Airport.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
100 pr. cabl/ RTR-B to 9R Localizer	27L	Dwg. CE-D-9110-4BT, 5AT, CE-D-9109-1C-T. 5C-T, CH1-D-9110-L-T, CH1-D-0001 and 0002, GL-D-9111-5A. Distance of approx. 4,226 feet from RTR-B under Rwy 27L, then towards ATCT approx. 4,428 feet. Control cables and fiber optic cable through new and existing ducts.
LLWAS No. 16	By RTR-A	S 30,150, E 17,150. Dwg. GL-D-1290-1-5. 15 foot by 15 foot parcel. Approx. 1,200 feet W of RTR on Post Office Road.
LLWAS No. 17	SW border of Airport	S 25,730, E 11,780. 15 foot by 15 foot parcel.
LLWAS No.18	Between 9R and 32L	S 23,000, E 15,900. Dwg. GL-D-1290-1-5. 15 foot by 15 foot parcel. NE of holding area for Rwy 9R, 800 feet SW of Rwy 32L.
LLWAS No. 19	RR tracks & Perimeter RD.	S 20,540, E 10,500. Dwg. GL-D-1290-1-5. 15 foot by 15 foot parcel.
LLWAS No. 21	NW side of Airport	S 12,400, E 12,200. Dwg. GL-D-1290-1-5. 15 foot by 15 foot parcel. North of Lockheed Fuel Service & United Fuel Tank Farm.
RVR (Touchdown/ Midpoint and Rollout)	14R (BORDA)	Touchdown unit at 1,059 feet SW and 441 feet SW of Rwy 14R threshold and centerline. Dwg. GL-D-4526-2-10T. Midpoint unit at 5,265 feet SE and 509 feet SW of Rwy 14R threshold and centerline. Dwg. GL-D-4562-28T. Rollout unit at 1,037 feet NW and 422 feet SW of Rwy 14R threshold and centerline. Dwg. GL-D-5620-2-1AT.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
RVR (Touchdown/ Midpt and Rollout)	14L (B OHA)	Touchdown unit at 1,460 feet SE and 638 feet NE of Rwy 14L threshold and centerline. Dwg. GL-D-5693-2BT. Midpoint unit at 4,620 feet SE and 447 feet NE of Rwy 14L threshold and centerline. Dwg. GL-D-23AT. Rollout unit at 1,425 feet NW and 466 feet NE of Rwy 14L threshold and centerline. Dwg. GL-D-5621-2-1AT.
RVR	4R	Dwg. GL-D-6663-2-T9; ORD 3509. 1,116 feet NE of Rwy 4R threshold and 412 feet SE of Rwy 4R centerline. Area 12 feet by 27 feet (324 square feet).
RVR	22R	Dwg. GL-D-6665-A-T9; ORD 3509. 1,035 feet SW of Rwy 22R threshold and 215 feet NW of Rwy 22R centerline. Area 12 feet by 27 feet (324 square feet).
RVR	22L	Dwg. GL-D-6664-1B-T9; ORD 3509. 1,193 feet SW of Rwy 22L threshold and 414 feet SE of Rwy 22L centerline. Area 12 feet by 27 feet (324 square feet).
Fixed Target Reflector No. 1	Rwy 9L/27R	Area 36 feet by 80 feet located 1,430 feet W of Rwy 27R end and 375 feet N of Rwy 9L/27R centerline. Lat. 41 59 05.75, Long. 87 53 39.53.
Fixed Target Reflector No. 2	Rwy 4R/22L	Area 36 feet by 80 feet located 1,450 feet SW of Rwy 22L end and 375 feet SE of Rwy 4R/22L centerline. Lat. 41 57 58.50, Long. 87 52 56.14.

Facility	Runway Location	Legal Description According To USGS O'Hare Coordinate System Or Engineering Drawing (F.A.A.'s Or City's)
Fixed Target Reflector No. 3	Rwy 4R/22L	Area 36 feet by 80 feet located 1,900 feet NE of Rwy 4R end and 450 feet SE of Rwy 4R/22L centerline. Lat. 41 57 23.08, Long. 87 54 36.82.
Fixed Target Reflector No. 4	Rwy 14R/32L	Area 36 feet by 80 feet located 1,250 feet NW of Rwy 32L end and 300 feet SW of Rwy 14R/32L centerline. Lat. 41 57 54.77, Long. 87 54 22.33.
Fixed Target Reflector No. 5	Rwy 14R/32L	Area 36 feet by 80 feet located 1,450 feet SE of Rwy 14R end and 325 feet SE of Rwy 14R/32L centerline. Lat. 41 59 12.55, Long. 87 55 50.27.
Fixed Target Reflector No. 6	Rwy 4R/22L	Area 36 feet by 80 feet located 2,400 feet SE of Rwy 14L end and 375 feet SW of Rwy 14L/32R centerline. Lat. 41 59 52.98, Long. 87 54 31.10.
LLWAS No. 8	RML	Located by Heating/Cooling Building.
LLWAS No. 9	By RTR-B	1,200 feet SW of Rwy 27L, 1,000 feet NW of Rwy 22L.
Far Field Monitors	14L	Facility associated with Localizer. Dwg. GL-D-5693-3-3.
ASR-9	East side of Airport	Dwg. GL-D-1867-C1A. Approx. S 22,000, E 11,000.
VOT	By VORTAC	Testing Facility co-located with VORTAC it serves. Dwg. GL-D-490-9.

(Sub)Exhibit "C".
(To Master License Agreement)

Form For Activities In Connection With Facilities On The Premises

Master License Agreement ("License")

Between The City Of Chicago And The United States Government

Number DTFA14-95-L-R2245.

In accordance with Article III of the License, Government, acting by and through its Federal Aviation Administration, proposes to [check one or more, as applicable]:

____ remove Facilities on the Airport

____ relocate Facilities on the Airport

____ modify Facilities on the Airport

____ install Facilities on the Airport

The present and proposed locations of the Facilities, as applicable, are indicated on the plat, attached hereto and incorporated herein by reference.

The Facilities, including any proposed modifications thereto, are identified on the detailed specifications, attached hereto and incorporated herein by reference.

Grantor hereby consents to the proposed Activities described hereinabove, subject to the terms and conditions of the License, including the procedures required for work in connection with such Activities.

In accordance with Article III of the License, (Sub)Exhibit B thereto shall be revised upon the mutual agreement of the parties to the proposed Activities described herein and upon completion of the work. This form shall be and become a part of such (Sub)Exhibit B without the necessity of a formal amendment to the License.

Government, through its
Federal Aviation Administration

City of Chicago

By: _____

Title: _____

By: _____
Commissioner,
Department of Aviation

Dated as of _____

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPOINTMENT OF MR. JOSEPH F. BOYLE AS MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a communication signed by Mayor Richard M. Daley appointing Joseph F. Boyle as a member of the Community Development Commission for a term ending February 26, 1997, begs leave to recommend that Your Honorable Body *Approve* said appointment 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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Joseph Boyle as a member of the Community Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

APPROVAL OF AMENDMENT NUMBER 1 TO WOODLAWN REDEVELOPMENT PLAN.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, November 15, 1995.

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 Woodlawn 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Chicago (the "Code"), the Department of Planning and Development has submitted to the Community Development Commission (the "Commission"), Amendment No. 1 to the Woodlawn Redevelopment Plan, dated September, 1995; and

WHEREAS, Pursuant to Chapter 2-124-010 of the Code, the Commission approved Amendment No. 1 to the Woodlawn Redevelopment Plan at its regular meeting of September 12, 1995, which is incorporated herein by this reference; and

WHEREAS, The City Council of the City of Chicago has received said Amendment No. 1 and has determined that it is in accordance with contemporary planning principles; now, therefore,

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

SECTION 1. Amendment No. 1 to the Woodlawn Redevelopment Plan is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

Amendment No. 1 to Woodlawn Redevelopment Plan referred to in this ordinance reads as follows:

Department Of Planning And Development

City Of Chicago

Amendment No. 1

To The

Woodlawn Redevelopment Plan.

The Woodlawn Redevelopment Plan dated October, 1992 shall be amended, as follows:

1. A new Parking land use category shall be created. Standards for this category shall be determined by the underlying zoning classification as defined in the Chicago Zoning Ordinance and by the Chicago Landscape Ordinance.

2. The land-use for the following parcel shall be changed from Institutional to Parking:

Parcel	Address	Permanent Index Number
P-1	1220 -- 1230 East 62nd Street	20-14-407-022

3. The land-use for the following parcel shall be changed from Residential to Parking:

Parcel	Address	Permanent Index Number
P-2	6200 -- 6206 South Dorchester Avenue	20-14-414-011

4. The Land-Use Plan Map dated September, 1995 shall be substituted for the Land Use Plan Map dated October, 1992. The new map reflects the above changes.

[Substitute Land-Use Plan Map dated September, 1995 referred to in this Amendment No. 1 to Woodlawn Redevelopment Plan printed on page 12512 of this Journal.]

APPROVAL OF PROPERTY AT 410 NORTH MILWAUKEE AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

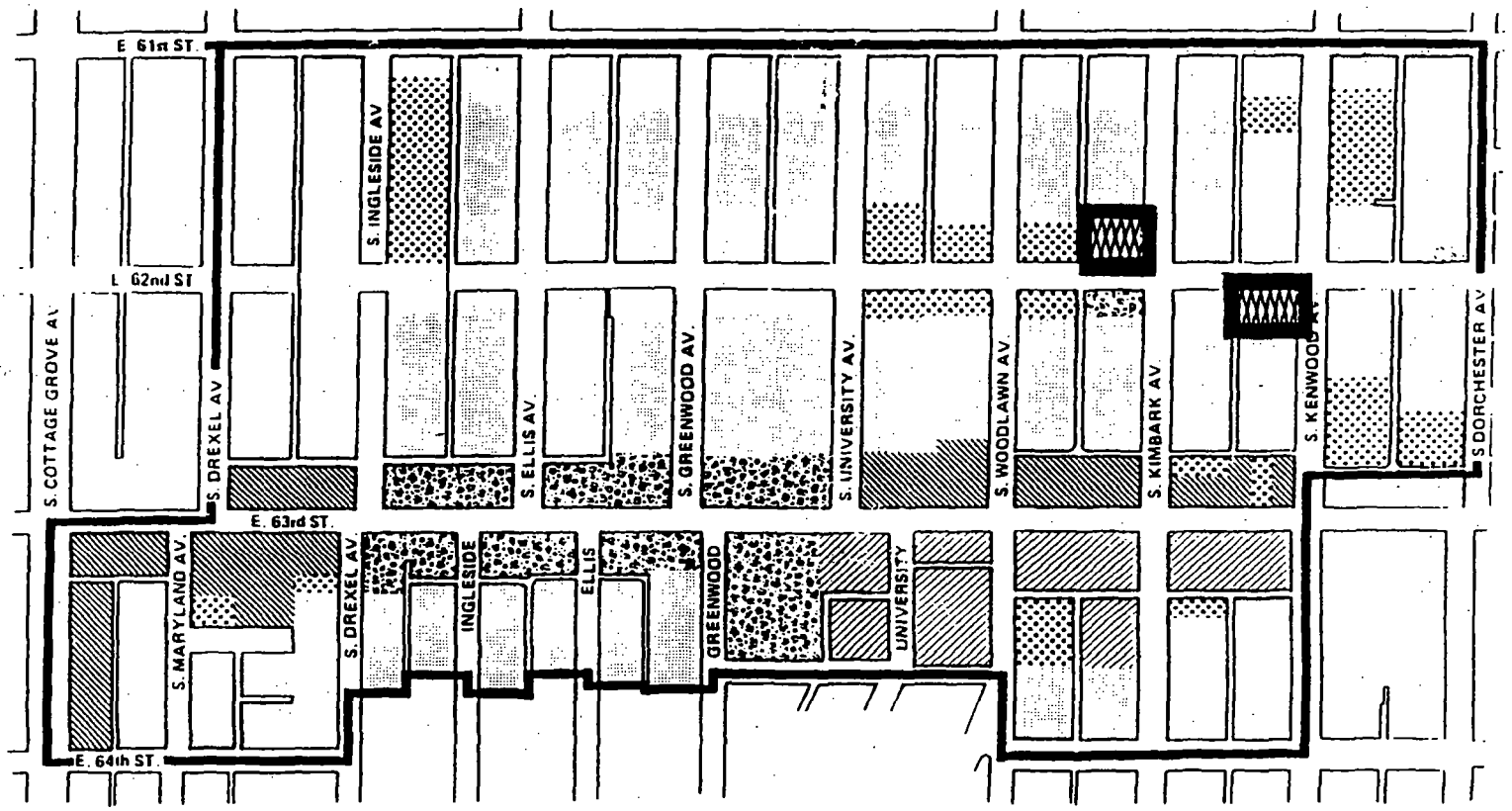
CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Walter Burnett authorizing Class 6(b) tax incentives for the property located at 410 North Milwaukee Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

(Continued on page 12513)

Land-Use Plan Map.
(September, 1995)



(Continued from page 12511)

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Pickens-Kane Moving & Storage Co. (the "Owners") and Kennicott Bros. Co. (the "Lessee") of the property referred to as 410 North Milwaukee Avenue, Chicago, Illinois (hereto referred to as the "Subject Property"), and own and lease, respectively, the Subject Property and will undertake a program of rehabilitation and conversion with the expectation that the property would be eligibile for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Owner and/or Lessee intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within an area currently being expanded to include the Subject Property in the City of Chicago Enterprise Zone No. 4; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Kennicott Bros. Co. is a wholesale/distributor florist which produces cut flowers, florist supplies, dried and silk flowers and in-house production of fresh bouquets; and

WHEREAS, The granting of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended substantial rehabilitation of the Subject Property; and

WHEREAS, The execution of this substantial rehabilitation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 17-09-108-003-0000, 17-09-110-002-0000 and 17-08-261-006-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 410 North Milwaukee Avenue, Chicago, Illinois to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Index Numbers 17-09-108-003-0000, 17-09-110-002-0000 and 17-08-261-006-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

COMMITTEE ON EDUCATION.

REAPPOINTMENT OF MR. TERRY E. NEWMAN AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 508.

The Committee on Education submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, under the date of October 2, 1995, reappointing Terry E. Newman as a member of the Board of Trustees of Community College District No. 508 for a term ending June 30, 1998, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the proposed reappointment of Mr. Terry E. Newman as a member of the Board of Trustees of Community College District No. 508 was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF SITES DESIGNATED BY PUBLIC BUILDING COMMISSION FOR 1990 CAPITAL IMPROVEMENT PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Board of Education amending various sites designated by the Public Building Commission for the 1990 Capital Improvement Program of the Board of Education, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, At the request of the Board of Education of the City of Chicago (the "Board"), the Public Building Commission of Chicago (the "Commission") has heretofore undertaken the 1990 Capital Improvement Program involving the acquisition, construction, alteration, repair, renovation and rehabilitation of public schools and ancillary facilities (the "Project"); and

WHEREAS, Pursuant to the provisions of "An Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1995", as amended (the "Act"), the Commission, by resolution, heretofore selected, located and designated certain sites for the Project; and

WHEREAS, The City Council of the City of Chicago (the "City Council") passed an ordinance (the "Site Designation Ordinance") approving the site designations for the Project on May 16, 1990, at pages 16233 through 16244, inclusive, of the Journal of Proceedings of the City Council (the "Journal") of such date; and

WHEREAS, The Site Designation Ordinance was heretofore amended by the City Council at the request of the Commission on March 15, 1991, at pages 31237 through 31250 of the Journal of such date; January 14, 1992, at pages 11601 through 11628 of the Journal of such date; May 20, 1992, at pages 16378 through 16380 of the Journal of such date; July 14, 1993, at pages 35336 through 35338 of the Journal of such date; and April 13, 1994, at pages 48514 through 48516 of the Journal of such date; and

WHEREAS, The Commission has further amended the sites designated for the Project by deleting certain sites (the "Amended Sites") in lieu of sites previously designated (the "Former Sites") as described in Section 2 hereinbelow; and

WHEREAS, The Amended Sites lie wholly within the territorial limits of the City, are conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for the Project; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Commission has requested that the City Council approve the Amended Sites so selected, located and designated by the Commission in connection with the Project; and

WHEREAS, The Board is the owner of certain of the Amended Sites and certain additional sites heretofore approved by the Site Designation Ordinance as amended (the "Board Sites") as described in Section 3 hereinbelow and desires to convey such sites to the Commission for the purpose of constructing annexes thereon to alleviate overcrowding; and

WHEREAS, The Board hereby orders and requests that the City Council convey the Board Sites described in Section 3 hereof to the Commission for the purpose of constructing educational annexes thereon in connection with the Project; now, therefore,

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

SECTION 1. The Site Designation Ordinance is hereby amended by deleting the following sites heretofore proposed for acquisition and construction by the Commission in connection with the Project:

Our Lady of Help Christian 849 North Leamington Avenue Chicago, Illinois 60651	Saint John of God 5129 South Throop Street Chicago, Illinois 60609
Saint Peter Canisus 5035 West North Avenue Chicago, Illinois 60639	Saint Basil 1824 West Garfield Boulevard Chicago, Illinois 60636
Saint Fidelis 1405 North Washtenaw Avenue Chicago, Illinois 60622	Immaculate Conception 8739 South Exchange Avenue Chicago, Illinois 60617
Saint Ludmilla 2408 South Albany Avenue Chicago, Illinois 60647	Hedges and Branches 4801 South Western Avenue Chicago, Illinois 60609

SECTION 2. The Site Designation Ordinance is further amended by including the Amended Sites as sites to be acquired and improved by the Commission in connection with the Project in lieu of the Former Sites as described hereinbelow:

Former Sites	Amended Sites
Davis, Shields, Burroughs	Davis, Shields, Burroughs
2800 -- 2810 West 38th Street Chicago, Illinois 60632 Approximately 3 Acres	Davis Elementary School 3014 West 39th Place Chicago, Illinois 60632 Shields Elementary School 4650 South Rockwell Street Chicago, Illinois 60632 and 4200 -- 4224 South Rockwell Street 4201 -- 4225 South Talman Avenue Chicago, Illinois 60632
Funston, Nixon, Mozart or Nobel	Funston, Nixon, Mozart or Nobel

Former Sites	Amended Sites
4020 West Belden Avenue Chicago, Illinois 60639 Approximately 1.57 Acres	Funston Elementary School 2110 North Central Park Avenue Chicago, Illinois 60647
West Palmer Street, North North Springfield Avenue and West Shakespeare Avenue Chicago, Illinois 60639 Approximately 1.68 Acres	and 3626 West Armitage Avenue Chicago, Illinois 60647 and 3639 West Armitage Avenue Chicago, Illinois 60647 Mozart School 2200 North Hamlin Avenue Chicago, Illinois 60647 Nixon School 2121 North Keeler Avenue Chicago, Illinois 60639
Seward and Hamline	Seward and Hamline Saint Rose of Lima Northwest corner of South Justine Street and West 48th Street Chicago, Illinois 60609 and 4736 -- 4740 South Justine Street 4739 -- 4759 South Justine Street Chicago, Illinois 60609
Monroe, Linne and Reilly	Monroe, Linne and Reilly Reilly Annex 3650 West School Street Chicago, Illinois 60618

Former Sites	Amended Sites
	Monroe Annex 3651 West Schubert Avenue Chicago, Illinois 60647 and 2617 -- 2633 North Lawndale Avenue Chicago, Illinois 60647
John A. Walsh	John A. Walsh
Area bounded by South Peoria Street on the west, West Cullerton Street on the north, South Halsted Street on the east and South Canalport Avenue on the south.	2015 South Peoria Street Chicago, Illinois 60608 and 2070 -- 2080 South Canalport Avenue 901 -- 927 West Cullerton Street 900 -- 908 West 20th Place 901 -- 909 West 20th Place 900 -- 908 West 21st Street Chicago, Illinois 60608

SECTION 3. The Mayor or his proxy is hereby authorized to execute, and the City Clerk to attest, a quitclaim deed providing for the conveyance of the following described Board Sites, which are legally described on Exhibit A hereof, to the Commission and to deliver such documents and perform such other acts as may be necessary or desirable to effectuate the Project.

Board Sites

Davis Elementary
3014 West 39th Place
Chicago, Illinois 60632

Monroe Annex
3651 West Schubert Avenue
Chicago, Illinois 60647

Mozart School
2200 North Hamlin Avenue
Chicago, Illinois 60647

Nixon School
2121 North Keeler Avenue
Chicago, Illinois 60639

Board Sites (Cont.)

Reilly Elementary School
3650 West School Street
Chicago, Illinois 60618

Shields Elementary School
4650 South Rockwell Street
Chicago, Illinois 60632

Boone Elementary School
6710 South Washtenaw Avenue
Chicago, Illinois 60645

Morrill Elementary School
6011 South Rockwell Street
Chicago, Illinois 60629

SECTION 4. With the exception of the amendments described hereinabove, all other provisions of the Site Designation Ordinance, as amended from time to time, are hereby ratified and affirmed.

SECTION 5. This ordinance shall be effective immediately upon its passage as required by law.

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

Exhibit "A".

Davis, Nathan S. Elementary
3014 West 39th Place
Chicago, Illinois 60632

Lots 1 to 48, both inclusive, in Block 1 in Osborne's Division of Lot 5 in Superior Court partition of that part of the west half of the northwest quarter of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois and vacated alley.

Permanent Index No. 19-01-101-001

Monroe, James Elementary
3651 West Schubert Avenue
Chicago, Illinois 60647

Parcel 1:

Lots 1, 2 and the north 14 feet of Lot 3, all of Lots 25 and 26, inclusive, and the vacated alley which lies west of and adjacent to the west line of Lots 1, 2, 3, (except the south 16 feet of Lot 3) and east of and adjacent to the east line of Lots 24 (except the south 16 feet), 25 and 26 all in S. J. Christenson Subdivision of Lot 5 (except the north 233 feet) in Kimball's Subdivision of the east half of the southwest quarter and the west half of the southeast quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The north 233 feet of Lot 5 (except the west 33 feet, north 33 feet and east 33 feet thereof) in Kimball's Subdivision of the east half of the southwest quarter and the west half of the southeast quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The vacated east/west alley which lies south of and adjoining the south line of the above stated Parcel 2 and north of and adjacent to the north line of the above stated Parcel 1.

Permanent Index Numbers 13-26-313-001, 13-26-313-002 and 13-26-313-010

Mozart, Wolfgang A. Elementary
2200 North Hamlin Avenue
Chicago, Illinois 60647

The south 14 feet of Lot 8 and all of Lots 9 to 20, inclusive, and the south 14 feet of Lot 73 and all of Lots 61 to 72, inclusive, in Charles S. Neeros' Resubdivision of Block 4 of Grant and Keeney's Addition to Pennock, a subdivision of the east half of the west half of the northwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois and vacated alley.

Permanent Index Number 13-35-110-015

Nixon, William P. Elementary
2121 North Keeler Avenue
Chicago, Illinois 60639

Lots 12 through 37, both inclusive, Lot 38 (except the north 9.00 feet thereof) and that part of the north/south public alley lying north of a line drawn from the southwest corner of Lot 31 to the southeast corner of Lot 30 and lying south of the westerly extension of the south line of the north 9.00 feet of Lot 38, all in Block 2 in Delemater's Subdivision of the west half of southeast quarter of the northwest quarter of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number 13-34-221-006

Reilly, Frank W. Elementary School
3650 West School Street
Chicago, Illinois 60618

Lots 1 to 17, inclusive, and the south 7 feet of Lot 18, also Lots 19 to 36, inclusive, and vacated alley in Subblock 2 of Carter and Stade's Subdivision of part of Block 4 in K.K. Jones Subdivision of the south 40 acres of the north 120 acres of the southwest quarter of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number 13-23-323-012.

Shields, James Elementary School
4650 South Rockwell Street
Chicago, Illinois 60632

Parcel 1:

That part of the east 2 acres of the south 8⅓ acres of the west half of the northeast quarter of Section 1, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the intersection of the west line of South Rockwell Street and the north line of West 43rd Street (said point of intersection being 33 feet west of the east line of said west half of the northeast quarter and 33 feet north of the south line of said west half of the northeast quarter); thence north along said west line of South Rockwell Street to the north line of said south 8⅓ acres of the west half of the northeast quarter of Section 1 (said north line also being the south line of the subdivision of the north 16⅔ acres of the south 25 acres of the said west half of the northeast quarter of Section 1 recorded September 23, 1892 as

Document No. 1737634); thence west along said north line to the east line of South Talman Avenue (said east line also being the west line extended south of Lots 12, 13 and 14 in Block 1 in said subdivision of the north 16⅔ acres of the south 25 acres of the west half of the northeast quarter of Section 1); thence south along said east line of South Talman Avenue to the north line of West 43rd Street; thence east along said north line to the point of beginning, in Cook County, Illinois.

Parcel 2:

Lots 12 to 17, both inclusive, in Block 1 in the subdivision of the north 16⅔ acres of the south 25 acres of the west half of the northeast quarter of Section 1, Township 38 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded September 22, 1892 as Document No. 1737634, in Cook County, Illinois.

Parcel 3:

The north and south 16 foot vacated alley, vacated by ordinance recorded May 3, 1929 as Document No. 10358896, lying west and adjoining Lots 12, 13 and 14 and east of and adjoining Lots 15, 16 and 17, all in Block 1 in the subdivision of the north 16⅔ acres of the south 25 acres of the west half of the northeast quarter of Section 1 aforesaid, lying south of the north line, extended east of said Lot 12 and lying north of the south line, extended east of said Lot 14, in Cook County, Illinois.

Permanent Index Numbers 19-01-219-020 and 19-01-219-021.

Boone, Daniel Elementary School
6710 West Washtenaw Avenue
Chicago, Illinois 60645

Lots 1 to 32 in Block 6 in Ashwood Third Addition to Rogers Park, being a subdivision of part of the north fractional half of the northwest fractional quarter of the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

All of the vacated east and west alley and the north and south alley in Block 6 in Ashwood Third Addition to Rogers Park aforesaid, all in Cook County, Illinois.

Permanent Index Number 10-36-401-001.

Morrill, Donald L. Elementary School
6011 South Rockwell Street
Chicago, Illinois 60629

Lots 1 to 40, both inclusive, in Block 13 in Cobe & McKinnons' 59th Street and Western Avenue Subdivision of the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

All the north and south vacated alley in Block 13 in Cobe & McKinnons' 59th Street and Western Avenue Subdivision aforesaid, all in Cook County, Illinois.

Permanent Index Number 19-13-412-001.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of General Services approving the acceptance of bids at the following locations:

3348 South Calumet Avenue

2314 West Moffat Street

3733 -- 3743 West 16th 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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):

3348 South Calumet Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael Clarke, 9314 South Spaulding Avenue, Evergreen Park, Illinois 60642, to purchase for the sum of $28,117.00, the City-owned vacant property, as advertised, described as follows:

Lot 27 in Charles Cleaver's Subdivision of Lots 3 to 6 in Block 2 in Dyer & Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3348 South Calumet Avenue, Permanent Tax No. 17-34-122-081)

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 $2,811.70 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.

2314 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 Thomas Hartneff and Karen Hartneff, as joint tenants, 2318 West Moffat Street, Chicago, Illinois 60647, to purchase for the sum of $6,022.00, the City-owned vacant property, as advertised, described as follows:

> Lot 2 (except the northerly 6.60 feet) and northeasterly 0.25 feet of Lot 3 in Klatscher's Subdivision of Lots 23, 24, 25 and 26 in Block 12 in Pierce's Addition to Holstein, in the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2314 West Moffat Street, Permanent Tax No. 14-31-308-046)

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 $622.00 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.

3733 -- 3743 West 16th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Edwin Muldrow, 4800 South Chicago Beach Drive, Unit 2208N, Chicago, Illinois 60615, to purchase for the sum of $8,100.00, the City-owned vacant property, as advertised, described as follows:

> Lot 2 (except the south 9 feet and 1½ inches thereof) and all of Lot 1 in Downing's Subdivision of Lots 7 to 14 in J.E. Kedzie's Subdivision in the southwest quarter of Section 23, Township 39 North, Range 13 (except streets heretofore dedicated) in Cook County, Illinois (commonly known as 3733 -- 3743 West 16th Street, Permanent Tax No. 16-23-304-021)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $810.00 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.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 3963 SOUTH ELLIS AVENUE UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving the sale of property under the Adjacent Neighbors Land Acquisition Program at 3963 South Ellis 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the following bid to purchase City-owned vacant property ("Parcel") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program"), which was approved by the City Council by an ordinance adopted September 14, 1994 (pages 56195 to 56198 of the Journal of City Council Proceedings). The bid and legal description of the Parcel are as follows:

Bidder: Bernard E. and Gladys Taylor	Real Estate Number: 9882
Address: 3965 South Ellis Avenue	Address: 3963 South Ellis Avenue
Bid Amount: $300.00	Index Number: 20-02-103-011-0000

Legal Description.

The northerly 27½ feet of the southerly 52⅓ feet of Lot 12 in Block 7 in Cleaverville, being a subdivision of part of the northwest fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3963 South Ellis Avenue, Chicago, Illinois).

SECTION 2. The conveyance of the Parcel shall be subject to all terms, conditions, covenants and restrictions of the Program, and any additional terms, conditions and restrictions contained in the advertisement announcing the Program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders. The Parcel shall also be conveyed subject to covenants, zoning and building restrictions, easements and conditions of record, and all general real estate taxes and assessments.

SECTION 3. The failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest a quitclaim deed conveying all interest of the City of Chicago in the Parcel to the successful bidder identified in Section 1.

SECTION 5. Upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of the Parcel has been completed, the City Clerk is authorized to deliver the cashier's checks, certified checks, bank checks and money orders from the successful bidder to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to all unsuccessful bidders for the purchase of the Parcel.

SECTION 7. This ordinance shall take effect and be in full force from the date of its passage.

APPROVAL FOR SALE OF PROPERTY AT 1220 -- 1230 EAST 62ND STREET AND 6200 -- 6206 SOUTH DORCHESTER AVENUE TO CHRISTWAY BAPTIST CHURCH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

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 Parcels P-1 and P-2 in the Woodlawn Redevelopment Area to the Christway Baptist Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "Council"), approved the designation of the Woodlawn Redevelopment Area (the "Project Area") and the Woodlawn Redevelopment Plan, as amended (the "Amended Plan") in October, 1992; and

WHEREAS, On September 13, 1995, by Resolution No. 95-CDC-50 the Commission recommended the sale of two parcels, known as Parcels P-1 and P-2 to the Christway Baptist Church (the "Church"); and

WHEREAS, The Church proposes to construct on Parcel P-1, a surface parking lot for thirty-seven (37) cars for the use of its parishioners during church services and related functions and on Parcel P-2, a surface parking lot for twenty-four (24) cars for residents of four (4) multi-family apartment buildings which the church has rehabilitated; and

WHEREAS, The proposed uses are in accordance with the Amended Plan for the Project Area; and

WHEREAS, The Church shall pay to the City as consideration for Parcels P-1 and P-2 the sum of Two and no/100 Dollars ($2.00); and

WHEREAS, The City Council has considered said resolution of the Commission and the proposed sale of Parcels P-1 and P-2 as recommended therein, and it is the sense of the City Council that the sale is in the furtherance of the Amended Plan for the Project Area and should be approved; now, therefore,

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

SECTION 1. The sale of Parcels P-1 and P-2 as listed below to Christway Baptist Church is hereby approved for Two and no/100 Dollars ($2.00).

Parcel	Address	Permanent Index Number	Total Square Feet	Total Price
P-1	1220 -- 1230 East 62nd Street	20-14-407-022	16,600	$1.00
P-2	6200 -- 6206 South Dorchester Avenue	20-14-414-011	16,377	$1.00

SECTION 2. The redevelopment agreement shall provide the following terms:

A) Parcels P-1 and P-2 will be used as parking for a minimum of ten (10) years and that in the event that the parcels are sold, or that the land use is changed, Christway Baptist Church shall pay to the City of Chicago the difference between the purchase price of the parcels and the reuse appraisal value for an alternative use.

B) Christway Baptist Church shall construct upon Parcels P-1 and P-2 parking lots in accordance with the site plans and construction drawings to be provided at the time of the execution of the redevelopment agreement.

C) The construction of the improvements shall be commenced within one hundred eighty (180) days or six (6) months after delivery of the deed except as provided by the redevelopment agreement and shall be completed within eighteen (18) months after such date.

SECTION 3. The Commissioner of the Department of Planning and Development, on behalf of the City, is authorized to enter into a redevelopment agreement with the Christway Baptist Church and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to effectuate the provisions described in the ordinance.

SECTION 4. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying Parcels P-1 and P-2 in accordance with the terms of the proposed redevelopment agreement, described in Sections 2 and 3 above.

SECTION 5. This ordinance shall be effective immediately upon its passage.

APPROVAL FOR CONVEYANCE OF PROPERTY AT 5322 -- 5324 SOUTH CALUMET AVENUE TO MS. WEBELENE BETHEA UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the sale of property under the Chicago Abandoned Property Program at 5322 -- 5324 South Calumet 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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, There exist within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); 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 said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; and

WHEREAS, The Participant is a City employee; 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 Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. The conveyance of the Property by the City to the Participant is hereby declared exempt from Section 2-156-110 of the Municipal Code of the City of Chicago.

SECTION 6. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 5322 -- 5324 South Calumet Avenue.

Participant: Webelene Bethea.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-312-021.

Legal Description.

Lot 5 (except the west 29 feet thereof) in Block 5 in Jennings Subdivision of part of Jennings and Moffett's Subdivision of the south 60 acres of the east half of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

APPROVAL FOR RECONVEYANCE OF PROPERTY AT 800 -- 802 SOUTH INDEPENDENCE BOULEVARD/ 3809 -- 3811 WEST POLK STREET TO WESTSIDE HABITAT COMPANY UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the sale of property under the Chicago Abandoned Property Program at 800 -- 802 South Independence Boulevard/3809 -- 3811 West Polk Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its governmental affairs; and

WHEREAS, On May 20, 1992, the Chicago City Council adopted an ordinance establishing the Chicago Abandoned Property Program ("C.A.P.P.") to help abate the danger posed by the substantial number of abandoned, deteriorated and dangerous buildings within the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, On September 14, 1994, Julius S. Cousin, Jr. and Janice B. Cousin (the "Developers") were approved by the Chicago City Council to participate in the C.A.P.P. program as the developers of the property located at 800 -- 802 South Independence Boulevard/3809 --- 3811 West Polk Street, and identified by Permanent Index Number 16-14-314-035 (the "Property"); and

WHEREAS, On February 15, 1995, the City conveyed the Property to the Developers pursuant to the terms of the C.A.P.P. program; and

WHEREAS, The Developers have indicated their inability to rehabilitate the Property, and have otherwise failed to satisfy their obligations under the C.A.P.P. program; and

WHEREAS, Westside Habitat Company of Chicago, an Illinois not-for-profit corporation ("Westside Habitat") has informed the Department of Housing (the "Department") of its willingness to acquire the Property from the Developers and rehabilitate it in accordance with certain plans submitted to the Department; and

WHEREAS, The Department has reviewed the plans and has recommended that the City Council approve the conveyance of the Property from the Developers to Westside Habitat; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property from the Developers to Westside Habitat is hereby approved on the conditions that (1) the Developers do not realize any profit from the conveyance to Westside Habitat; and (2) Westside Habitat agrees to rehabilitate the Property in accordance with plans approved by the Department.

SECTION 3. The Commissioner of the Department is authorized to negotiate and execute any and all documents required or necessary to implement the transaction.

SECTION 4. This ordinance shall become effective immediately upon its passage.

REVOCATION OF PRIOR APPROVAL FOR SALE OF PROPERTY AT 6746 SOUTH HALSTED STREET AND RECONVEYANCE TO SUBSTITUTE PARTICIPANT UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing approving the sale of property at 6746 South Halsted Street under the Chicago Abandoned Property Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") 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 (the "Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon (the "Participant"); and

WHEREAS, The Commissioner of Housing (the "Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A (the "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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 6746 South Halsted Street.

Previous Ordinance Date: July 14, 1993.

Participant: The Love of Christ M.B.C. Church.

Substitute Participant: Southside Community Outreach Coalition.

Purpose: Rehabilitation.

Permanent Index Number: 20-20-407-039.

Legal Description.

Lot 19 in Block 1 in Benedict's Subdivision of the northeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 1548 -- 1550 AND 1552 -- 1554 WEST MADISON STREET FOR CHICAGO EMERGENCY COMMUNICATIONS CENTER REMOTE PARKING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the acquisition of property for the Chicago Emergency Communications Center Remote Parking, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City has developed a new emergency communications system ("System") to accommodate all emergency calls to police and fire departments and to provide a completely secure internal communications network between all police, fire and other City facilities; and

WHEREAS, The nerve center of the System is a new specially constructed facility located at 1411 West Madison Street known as the Chicago Emergency Communications Center ("C.E.C.C.") which is scheduled to be operational in December, 1995; and

WHEREAS, The C.E.C.C. will bring all emergency communications personnel and their respective functions under one roof and will also include a crisis command center for use during major emergencies, a briefing auditorium, and a public gallery with a modern diorama and display videos, and public viewing areas; and

WHEREAS, Uninterrupted operation of the System is essential to the public welfare and the C.E.C.C. is specially designed to withstand natural disasters and to assure optimum security against unauthorized entry and interference, while allowing public access for educational and informational purposes; and

WHEREAS, In order to maintain access for the public to the C.E.C.C. while assuring the highest levels of security required for operation of the System, areas for parking of public vehicles, staging, and related functions at appropriate locations based upon security requirements ("C.E.C.C. Remote Parking") have been designated; and

WHEREAS, Acquisition by the City of certain real property, described herein, is desirable and necessary in order to construct, operate and maintain C.E.C.C. Remote Parking, and such is found to be a public purpose and public use; and

WHEREAS, By reason of the presence of blight factors including age, dilapidation, depreciation, excessive vacancy, and lack of physical maintenance, the real property described herein, and used for commercial purposes, is blighted and detrimental to the public safety, health, morals, and welfare; and

WHEREAS, Acquisition by the City of said real property is necessary and desirable to facilitate the removal of commercial blight in satisfaction of the purpose set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3), namely the eradication and elimination of

commercial blight, and such is found to be a separate and severable public use and public purpose; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. Acquisition by the City of Chicago pursuant to its home rule power of the real property legally described in Exhibit A, attached hereto and made a part hereof, is desirable and necessary for both of the public purposes described herein, and each of them separately.

SECTION 3. The Corporation Counsel is hereby authorized, empowered, and directed to negotiate and to make offers and enter into settlements on behalf of the City with the owner or owners of the above-described real property for the purchase thereof by the City.

SECTION 4. In the event that the Corporation Counsel is unable to agree with the owner or the owners of such real property as to the compensation to be paid therefor, then title to and possession of such real property shall be acquired by the City through condemnation, and the Corporation Counsel is hereby authorized, empowered, and directed to institute proceedings in a court of competent jurisdiction to acquire title to and possession of such real property of the City in accordance with the eminent domain laws of the State and in the manner provided by Article VII of the Code of Civil Procedure.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Permanent Index Numbers:	17-08-332-011 and 17-08-332-012.
Address:	1548 -- 1550 West Madison Street.
Legal Description:	That part of the southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at a point on the north line of Madison Street, as now laid out, 117 feet east of the east line of Reuben Street (now Ashland Avenue) as originally laid out; thence north parallel with the east line of Reuben Street to a point 155 feet north of the south line of said quarter section; thence west parallel with the north line of Madison Street, 50 feet; thence south to a point on the north line of Madison Street, 50 feet west of the point of beginning; and thence east to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 17-08-332-008.

Address: 1552 -- 1554 West Madison Street.

Legal Description: That part of Lot 4 in Circuit Court Partition of the southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the south line of said Lot 4, at a point 67 feet east of the southwest corner of said lot; thence north parallel with the west line of said lot, 155 feet, more or less, to the south line of an alley; thence east along the south line of said alley, 33 feet; thence south parallel with the west line of said Lot 4, 155 feet, more or less, to the south line of said lot; and thence west along said south line, 33 feet to a point of beginning (excepting therefrom so much as is occupied by Madison Street as now located), in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 1548 -- 1550 AND 1552 -- 1554 WEST MADISON STREET FOR CHICAGO EMERGENCY COMMUNICATIONS CENTER REMOTE PARKING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the acquisition of property for the Chicago Emergency Communications Center Remote Parking, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, By ordinance adopted concurrently herewith, the City Council of the City authorized the acquisition of certain parcels for Remote Parking for the Chicago Emergency Communications Center ("C.E.C.C.") which is scheduled to commence operation in December, 1995; and

WHEREAS, The operation of the C.E.C.C. is essential to the public welfare and because of the imminent completion of said facility and the contemporaneous need to utilize the remote parking areas, acquisition of said parcels on an expedited basis is necessary; and

WHEREAS, The City Council desires to establish a schedule for the expedited acquisition of said parcels, demolition of structures thereupon and their improvement for C.E.C.C. Remote Parking and to authorize said acquisition pursuant to quick-take procedures; and

WHEREAS, The City Council has further determined, under the home rule power of the City of Chicago, that acquisition of the subject parcels as set forth herein is necessary and desirable to facilitate the removal of commercially blighted structures in satisfaction of the purpose set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3) namely, the eradication and elimination of commercial blight; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. The City Council, under the home rule powers of the City of Chicago, hereby finds that it is useful and necessary to acquire, for the purposes set forth herein, certain real estate described on Exhibit A attached hereto and made a part hereof, on an expedited basis, and to demolish the structures thereupon pursuant to the following schedule:

Development Schedule.

A. Completion of acquisition by December 30, 1995.

B. Completion of relocation on or before March 30, 1996.

C. Demolition of all structures and improvement for C.E.C.C. Remote Parking by May 1, 1996.

SECTION 3. The Corporation Counsel is hereby authorized, empowered, and directed to institute proceedings to acquire title to and possession of such real property by the City through the exercise of "quick-take" powers

pursuant to Sections 7-102 through 7-112 of Article VII of the Illinois Code of Civil Procedures.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Permanent Index Numbers:	17-08-332-011 and 17-08-332-012.
Address:	1548 -- 1550 West Madison Street.
Legal Description:	That part of the southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: beginning at a point on the north line of Madison Street, as now laid out, 117 feet east of the east line of Reuben Street (now Ashland Avenue) as originally laid out; thence north parallel with the east line of Reuben Street to a point 155 feet north of the south line of said quarter section; thence west parallel with the north line of Madison Street, 50 feet; thence south to a point on the north line of Madison Street, 50 feet west of the point of beginning; and thence east to the point of beginning, in Cook County, Illinois.
Permanent Index Number:	17-08-332-008.
Address:	1552 -- 1554 West Madison Street.
Legal Description:	That part of Lot 4 in Circuit Court Partition of the southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: beginning on the south line of said Lot 4, at a point 67 feet east of the southwest corner of said lot; thence north parallel with the west line of said lot,

155 feet, more or less, to the south line of an alley; thence east along the south line of said alley, 33 feet; thence south parallel with the west line of said Lot 4, 155 feet, more or less, to the south line of said lot; and thence west along said south line, 33 feet to a point of beginning (excepting therefrom so much as is occupied by Madison Street as now located), in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION AND DEVELOPMENT OF PROPERTY AT 1 -- 13 AND 17 SOUTH LOOMIS BOULEVARD FOR CHICAGO EMERGENCY COMMUNICATIONS CENTER REMOTE PARKING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

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 relating to the acquisition of property in the Central West Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, By ordinance enacted on June 14, 1995 the City Council of the City approved Amendment No. 12 to the Central West Redevelopment Plan and found acquisition of properties described therein to be for the same purpose as that set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3) namely, the eradication and elimination of commercial blight; and

WHEREAS, The City has developed a new emergency communications system ("System") to accommodate all emergency calls to police and fire departments and to provide a completely secure internal communications network between all police, fire and other City facilities; and

WHEREAS, The nerve center of the System is a new specially constructed facility located at 1411 West Madison Street known as the Chicago Emergency Communications Center ("C.E.C.C.") which is scheduled to be completed in December, 1995; and

WHEREAS, The C.E.C.C. will bring all emergency communications personnel and their respective functions under one roof and will also include a crisis command center for use during major emergencies, a briefing auditorium, and a public gallery with a modern diorama and display videos, and public viewing areas; and

WHEREAS, Uninterrupted operation of the System is essential to the public welfare and the C.E.C.C. is specially designed to withstand natural disasters and to assure optimum security against unauthorized entry and interference, while allowing public access for educational and informational purposes; and

WHEREAS, In order to maintain access for the public to the C.E.C.C. while assuring the highest levels of security required for operation of the System, areas for parking of public vehicles, staging, and related functions at appropriate locations based upon security requirements ("C.E.C.C. Remote Parking") have been designated; and

WHEREAS, Acquisition by the City, pursuant to its home rule powers, of certain real property, included in Amendment No. 12 to the Central West Redevelopment Plan and legally described on Exhibit A attached hereto and made a part hereof, is desirable and necessary in order to remove blighted commercial uses and to construct, operate and maintain the C.E.C.C. Remote Parking facilities; and

WHEREAS, The imminent completion of the C.E.C.C. facility and the contemporaneous need to utilize the C.E.C.C. Remote Parking areas require acquisition of said real property on an expedited basis; and

WHEREAS, The City Council desires to establish a schedule for the expedited acquisition of said parcels, demolition of structures thereupon and their improvement for C.E.C.C. Remote Parking and to authorize said acquisition pursuant to quick-take procedures; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. The City Council, under the home rule power of the City of Chicago, hereby finds that it is useful and necessary to acquire, for the purposes set forth herein, certain real estate described on the attached Exhibit A, on an expedited basis, and to demolish the structures thereupon pursuant to the following schedule:

A. Completion of acquisition by December 30, 1995.

B. Completion of relocation by March 30, 1996.

C. Demolition of structures by May 1, 1996.

SECTION 3. The authority of the Corporation Counsel to make offers and enter into settlements to acquire such real property, and in the event of inability to agree with the owner or owners of such real property, to institute proceedings to acquire title to and possession of such real property in accordance with the eminent domain laws of the State and in the manner provided by Article VII of the Code of Civil Procedure, is hereby ratified, provided, and confirmed.

SECTION 4. The Corporation Counsel is hereby authorized, empowered, and directed to institute proceedings to acquire title to and possession of such real property by the City through the exercise of "quick-take" powers pursuant to Sections 7-102 through 7-112 of Article VII of the Illinois Code of Civil Procedures.

SECTION 5. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Parcel No.:	CW 24-3.
Permanent Index Number:	17-17-103-007.
Address:	1 -- 13 South Loomis Boulevard.
Legal Description:	Parcel 1: The west 66½ feet of the north 140 feet of Block 4 in Canal Trustees' Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
	Parcel 2: The south 57 feet of the west 22 feet of the east 110 feet of the west 176½ feet of that part lying north of the alley of Block 4 in Canal Trustees' Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
	Parcel 3: The east 100 feet (except the west 22 feet of the south 57 feet thereof) of Lot 4 in County Clerk's Division of Block 4 in Canal Trustees' Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
	Parcel 4: Lot 3 in County Clerk's Division of Block 4 in Canal Trustees' Subdivision of the west half and the west half of the northeast quarter of Section 17,

Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Number: CW 24-4.

Permanent Index Numbers: 17-17-104-007 and 17-17-104-008.

Address: 17 South Loomis Boulevard.

Legal Description: Lot 5 (except the east 20 feet thereof) in County Clerk's Subdivision of Block 4 in Canal Trustees' Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION AND DEMOLITION OF PROPERTY WITHIN CENTRAL WEST REDEVELOPMENT AREA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

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 relating to the acquisition of property in the Central West Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, By ordinance enacted on June 14, 1995 the City Council of the City approved Amendment No. 12 to the Central West Redevelopment Plan and found acquisition of properties described therein to be for the same purpose as that set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3) namely, the eradication and elimination of commercial blight; and

WHEREAS, The City Council determines that expedited acquisition of certain parcels in the Central West Redevelopment Area is required, in order to eliminate the negative effects of blight upon the public safety and welfare in a timely manner; these parcels of real property are included in said Amendment No. 12 to the Central West Redevelopment Plan and described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The City Council desires to establish a schedule for the expedited acquisition of said parcels and demolition of the structures thereupon, and to authorize said acquisition pursuant to quick-take procedures; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. The City Council, under the home rule power of the City of Chicago, hereby finds that it is useful and necessary to acquire, for the purpose set forth herein, certain real estate described on attached Exhibit A, on an expedited basis, and to demolish the structures thereupon pursuant to the following schedule:

A. Completion of acquisition by December 30, 1995.

B. Completion of relocation by March 30, 1996.

C. Demolition of structures by May 1, 1996.

SECTION 3. The authority of the Corporation Counsel to make offers and enter into settlements to acquire such real property, and in the event of inability to agree with the owner or owners of such real property, to institute proceedings to acquire title to and possession of such real property in accordance with the eminent domain laws of the State and in the manner provided by Article VII of the Code of Civil Procedure, is hereby ratified, provided, and confirmed.

SECTION 4. The Corporation Counsel is hereby further authorized, empowered and directed to institute proceedings to acquire title to and possession of such real property by the City through the exercise of "quick-take" powers pursuant to Sections 7-102 through 7-112 of Article VII of the Illinois Code of Civil Procedures.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Parcel Number:	CW 21-1.
Permanent Index Number:	17-17-100-001.
Address:	1551 -- 1553 West Madison Street.
Legal Description:	Block 7 (except that part taken for widening Reuben Street, now Ashland Avenue) in Canal Trustees' Subdivision of the west half and the west half of the

northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Number: CW 1-15.

Permanent Index Number: 17-07-435-027.

Address: 1656 West Madison Street.

Legal Description: The west 20 feet of the east 39.95 feet of Lot 28 in Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Page and Wood's Subdivision of Block 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Number: CW 1-14.

Permanent Index Number: 17-07-435-026.

Address: 1658 West Madison Street.

Legal Description: The south half of Lot 6 (except the west 60 feet thereof and except the east 39.95 feet) in Page and Wood's Subdivision of Block 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, otherwise known as the west 20 feet, more or less, of Lot 28 in Assessor's Division of part of Lot 2 and Lots 3 to 7 in Block 64 aforesaid, in Cook County, Illinois.

Parcel Number: CW 1-13.

Permanent Index Number: 17-07-435-013.

Address: 1660 -- 1666 West Madison Street.

Legal Description: Lot 29 in Assessor's Division of Lots 3 to 7 (except the east 30 feet) of Lot 2 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39

North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Numbers: CW 2-8 and CW 2-9.

Permanent Index Numbers: 17-07-434-022 and 17-07-434-023.

Address: 1700 -- 1706 West Madison Street.

Legal Description: Parcel 1: The west 35.31 feet of the east 78.31 feet of Lots 1, 2, 3, 4 and 5 in Assessor's Division of Lots 11 and 12 in Subblock 4 in Page and Wood's Subdivision of Outlot 63 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The east 43 feet of Lots 1, 2, 3, 4 and 5 in Assessor's Division of Lots 11 and 12 in Subblock 4 in Page and Wood's Subdivision of Outlot 63 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Number: CW 2-7.

Permanent Index Numbers: 17-07-434-020 and 17-07-434-021.

Address: 1708 -- 1712 West Madison Street.

Legal Description: Parcel 1: Lot 10 in Block 4 of Page and Wood's Subdivision of Outlots 50 through 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1, 2, 3, 4 and 5 (except the east 78.31 feet thereof) in Assessor's Subdivision of Lots 11 and 12 in Page and Wood's Subdivision of Outlot 63 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Number:	CW 17-3.
Permanent Index Number:	17-18-204-017.
Address:	1709 -- 1711 West Madison Street.
Legal Description:	Parcel 1: The west 8.84 feet of Lot 1 and the east 21.16 feet of Lot 2 in Block 22 in Samuel F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: The east 13.93 feet of Lot 1 in Block 22, also the west 6.4 feet of Lot 6 in Block 3 in Samuel F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 3: The west 3.32 feet of Lot 4 and all of Lot 5 and the east 15.02 feet of Lot 6 in Block 3 in Samuel F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 4: Lots 8 to 12, both inclusive, in Block 3 in Samuel F. Smith's Subdivision of the northeast quarter of the northeast of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR ACQUISITION OF PROPERTY TO COMPLETE NORTH CLARK STREET RECONSTRUCTION PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

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 Transportation authorizing the acquisition of various parcels to complete the reconstruction of North Clark Street, from West Foster Avenue to West Howard Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On December 21, 1994 the City Council of the City of Chicago approved the Annual Highway Program Ordinance (Council Journal of Proceedings, pages 63529 -- 63537) which appropriated funding for project activities including but not limited to the acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/supervision for the improvement of Clark Street from Foster Avenue to Howard Street (the "Project"); and

WHEREAS, The Project involves the reconstruction and reconfiguration of that portion of Clark Street from Foster Avenue to Howard Street; and

WHEREAS, Plans, engineering and construction drawings have been prepared and developed, and the Commissioner of the Department of Transportation (the "Commissioner") has identified specific parcels of right-of-way necessary for the construction, operation and maintenance of the Project; and

WHEREAS, The Illinois Department of Transportation has authorized the commencement of right-of-way acquisition for the Project; and

WHEREAS, It is the intent of the City Council to grant to the Commissioner the authority to acquire such right-of-way for the Project, in accordance with applicable federal and state regulations; now, therefore,

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

SECTION 1. It is useful, necessary and advantageous for the City of Chicago to acquire title or rights to the real property identified in Exhibit A which is attached and incorporated hereto, for the purposes of the construction, operation and maintenance of the Project.

SECTION 2. The Commissioner is hereby authorized to negotiate, on behalf of the City of Chicago, with the owners of the real property identified in Exhibit A to acquire such property or property rights for the Project. In the event a settlement is reached with the owner, the Commissioner is hereby authorized to acquire such parcel or rights at the agreed price, subject to the approval of the State, and in accordance with all applicable laws and regulations.

SECTION 3. In the event that the Commissioner is unable to negotiate or agree with the owner of a parcel, or the owner is unable to convey clear title or rights to any such parcel, then the Commissioner shall report such fact to the Corporation Counsel who is hereby authorized to institute proceedings in eminent domain to acquire such parcel or property rights in accordance with the laws of the State of Illinois.

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

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

Exhibit "A".

Parcel CL-02.

Permanent Index Number:	11-31-417-004-0000.
Total Area of Holding:	0.2445 acres.
Description of Parcel:	That part of Lot 2 and all of Lot 3 lying east of Clark Street in the Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 except that part of Lot 2 described as follows: the north 115 feet of the south 536½ feet (measured on the east line of section) of that part lying east of Clark Street of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian (except from the above that part lying east of a line 78.00 feet west of and parallel with and measured at right angles to the west line of Ashland Avenue) in Cook County, Illinois.
Taking:	Acquire entire parcel (0.2445 acres).

Parcel CL-04.

Permanent Index Number:	11-31-417-003-0000.
Total Area of Holding:	7,168 square feet = 0.1646 acres.
Description of Parcel:	That part of Lot 2 lying east of Clark Street in the Circuit Court Partition of the south half of the south

half of the southeast quarter of Section 31, Township 41 North, Range 14 described as follows:

the north 115 feet of the south 536½ feet (measured on the east line of section) of that part lying east of Clark Street of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian (except from the above that part lying east of a line 78.00 feet west of and parallel with and measured at right angles to the west line of Ashland Avenue) in Cook County, Illinois.

Taking: Parcel CL-04/A -- Acquire 71 square feet (0.0016 acres) from the southeast corner of Parcel.

Parcel CL-04/B -- Acquire 82 square feet (0.0019 acres) from the northeast corner of Parcel.

Failed To Pass -- ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED PROPERTY AT 1041 WEST GARFIELD BOULEVARD PURSUANT TO ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 14, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving the acceptance of a bid under the Adjacent Neighbors Land Acquisition Program at 1041 West Garfield Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not 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 committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. The City of Chicago hereby accepts the following bid to purchase City-owned vacant property ("Parcel") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program") which was approved by the City Council by an ordinance adopted September 14, 1994, (pages 56195 to 56198 of the Journal of City Council Proceedings). The bid and legal description of the Parcel are as follows:

Bidder: Mr. Rashad Abdullah	Real Estate Number: 9875
Address: 1039 West Garfield Boulevard	Address: 1041 West Garfield Boulevard
Bid Amount: $300.00	Index Number: 20-17-202-032-0000

Legal Description.

Lot 13 (except the east 1 foot thereof) and the east 7 feet of Lot 14 in A. M. Pence's Subdivision of the northeast quarter of the northwest quarter of the northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1041 West Garfield Boulevard, Chicago, Illinois).

SECTION 2. The conveyance of the Parcel shall be subject to all terms, conditions, covenants and restrictions of the Program, and any additional terms, conditions and restrictions contained in the advertisement announcing the Program, the "Instructions to Bidders", and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to the bidders. The Parcel shall also be conveyed subject to covenants, zoning and building restrictions, easements and conditions of record, and all general real estate taxes and assessments.

SECTION 3. The failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying all interest of the City of Chicago in the Parcel to the successful bidder identified in Section 1.

SECTION 5. Upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of the Parcel has been completed, the City Clerk is authorized to deliver the cashier's checks, certified checks, bank checks and money orders from the successful bidder to the City Comptroller, who is authorized to deposit the checks and money orders into the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to all unsuccessful bidders for the purchase of the Parcel.

SECTION 7. This ordinance shall take effect and be in full force from the date of its passage.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

REPEAL OF TITLE 4, CHAPTER 56 OF MUNICIPAL CODE OF CHICAGO ENTITLED "STATE STREET MALL VENDORS".

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance transmitted by Mayor Richard M. Daley (which was referred on November 1, 1995), repealing Chapter 4-56 of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-56 of the Municipal Code of Chicago is hereby repealed.

SECTION 2. This ordinance shall be in full force and effect from and after February 15, 1996.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 021 OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE REQUIREMENTS AND PROCEDURES CONCERNING PROHIBITION OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Eugene C. Schulter (which was referred on November 1, 1995), amending Section 4-60-021 of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-021 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-60-021 Ordinance Prohibiting Issuance Of Additional Liquor Licenses -- Requirements -- Procedure.

(a) Notwithstanding any other provision of this chapter, the city council may from time to time prohibit the issuance of additional liquor licenses in a specified area of the city, subject only to the conditions and procedures described in this section.

(b) An ordinance to prohibit the issuance of additional liquor licenses in a specified area must:

(1) Identify the area by boundaries; and

(2) Cover an area including no less than two contiguous city blocks; and

(3) Identify the category or categories of licenses affected; and

(4) Contain a description of the conditions requiring the prohibition on the issuance of new licenses. *For any such area established by ordinance passed after November 7, 1995, both sides of each street forming the boundary of the area will be considered as within the area;*

provided, however, that if a street that is a boundary of the area is also a boundary of wards of the city, the middle of that street will be the boundary of the area.

(c) No ordinance to prohibit the issuance of additional liquor licenses in a specified area may:

(1) Prohibit additional licenses for sale of liquor on the premises of any of the following: sports stadiums with a seating capacity of more than 3,000 persons; restaurants; hotels; or facilities operated by the Metropolitan Pier and Exposition Authority;

(2) Prohibit the issuance of a new license to allow continued operation of a licensed business within the specified area by a new licensee [for a period of] *whose application is filed within* six months after passage of the ordinance; *provided, however, that no application for a successor license under this subsection shall be approved if the application review process is not completed within one year after filing the application, unless the delay in completing the process has been occasioned by the city;*

(3) Prohibit the issuance of additional licenses within the specified area to applicants whose applications were pending prior to the passage of the ordinance;

(4) Be considered or take effect within [one year] *two years* after the repeal of an ordinance prohibiting the issuance of additional licenses within any portion of the specified area.

(5) Prohibit the issuance of a license necessary to allow the relocation of a licensed business within the same specified area, or the change of officers of a corporate licensee, where the change in officers does not also involve transfer of more than five percent of the shares of the corporation.

(d) After passage of an ordinance to prohibit the issuance of additional liquor licenses within a specified area, no ordinance may alter the area except by addition of territory or by deletion of all territory within the area.

(e) Upon receiving an ordinance to prohibit the issuance of additional liquor licenses in a specified area, the city clerk shall send one copy of the ordinance to each of the following: the director of the mayor's license commission, the director of revenue, the corporation counsel, and the alderman of each ward in which any portion of the specified area is located. The director of revenue shall prepare a list identifying by type all current liquor licenses issued for premises within the specified area to the

sponsor of the ordinance, and all pending applications for liquor licenses within the specified area. The director shall send a copy of the list to the city council committee having jurisdiction over the ordinance and to the corporation counsel. The sponsor of the ordinance shall notify each listed licensee and applicant of the introduction of the ordinance. Notices shall be sent by first class mail, postage paid, directed to the address of each licensee or applicant, as the case may be. Copies of all notices shall be filed with the department of revenue.

(f) No member of the city council or other municipal officer shall introduce, and no committee of the city council shall consider or recommend, any ordinance that is contrary in any way to any of the requirements of subsections (b) through (d). No member of the city council shall propose, and no committee of the city council shall consider, any amendment to an ordinance which, if passed, would render the ordinance contrary to any of the requirements of subsections (b) through (d). No officer or employee of the city shall enforce any ordinance that is contrary to any of the requirements of subsections (b) through (d). No member of the city council may recommend action on, and no committee of the city council shall consider, any ordinance to prohibit issuance of additional liquor licenses within a specified area until all required notices have been given.

SECTION 2. Notwithstanding any provision of the Municipal Code of Chicago to the contrary, after the effective date of this ordinance and through January 17, 1996: (1) the notice required under subsection (e) of Section 4-60-021 of the Municipal Code shall be given by publication in a newspaper of general circulation in the City; and (2) the City Council Committee on License and Consumer Protection may consider and act on any ordinance that fails to comply with the provisions of subsections (d) and (f) of Section 4-60-021 of the Municipal Code of Chicago.

SECTION 3. Notwithstanding any provision of the Municipal Code of Chicago to the contrary, the various departments, agencies, and officers and employees of the city may enforce any ordinance that is contrary to the requirements of subsection (d) of Section 4-60-021 of the Municipal Code, if the ordinance is passed as a result of committee action authorized by sections of this ordinance.

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

REISSUANCE OF PEDDLERS LICENSE, FREE OF CHARGE, TO MR. ROGER BUCKNER.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an order introduced by Alderman Mary Ann Smith (which was referred on November 8, 1995), ordering the Director of Revenue to reissue a Peddlers License, free of charge, to Mr. Roger Buckner, begs leave to recommend that Your Honorable Body *Pass* the order which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of Revenue reissue a Peddlers License to Mr. Roger Buckner, free of charge, all ordinances of the City of Chicago notwithstanding.

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 181 TO PROVIDE FOR IMMEDIATE REVOCATION OF ALCOHOLIC LIQUOR LICENSES BY LIQUOR CONTROL COMMISSIONER.

The Committee on License and Consumer Protection submitted the following report which was, on motion of Aldermen Shaw, Jones and Shiller, *Deferred* and ordered published:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance transmitted by Mayor Richard M. Daley (which was referred on September 13, 1995) providing that an order of the Liquor Control Commissioner revoking a City license shall take immediate effect if the Commissioner finds that certain circumstances are present, begs leave to recommend that Your Honorable Body pass the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with Alderman Jones dissenting.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

The following is said substitute ordinance transmitted with the foregoing committee report:

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

WHEREAS, The regulation of the sale of alcoholic liquor, as a means of protecting and promoting the public health, safety and welfare, is a matter pertaining to the government and affairs of the City of Chicago; and

WHEREAS, The Illinois Liquor Control Act establishes a two-tiered licensing system, whereby a retailer of alcoholic liquor in the City of Chicago must first obtain a city liquor license in order to obtain a state liquor license, and whereby both licenses are necessary for lawful operation of the business; and

WHEREAS, In instances where a liquor licensee who appeals an order revoking his retail liquor license, the Illinois Liquor Control Act allows and requires the licensee to continue operation of the business during the pendency of the appeal; and

WHEREAS, The continued operation of businesses whose licenses have been revoked for weapons violations, narcotics violations, prostitution violations, or repeated sale to minors presents a hazard to the public health, safety and welfare; and

WHEREAS, The public health, safety and welfare can be protected by the closing of businesses whose licenses have been revoked for weapons violations, narcotics violations, prostitution violations, or repeated sale to minors during the pendency of the appeal of the revocation order; now, therefore,

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

SECTION 1. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-60-181, as follows:

4-60-181 Revocation Order Not Stayed By Appeal.

An order of the liquor control commissioner revoking a city license under this chapter shall take immediate effect if the liquor control commissioner finds that any of the following circumstances are present: (a) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of firearms; or (b) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of narcotics or other controlled substances as defined in the Illinois Criminal Code; or (c) the revocation is for violation of any federal or state law or city ordinance relating to prostitution; or (d) the revocation is

for sale of alcoholic liquor to a minor, and the licensee was disciplined for three or more similar sales, occurring in separate incidents, within the prior three years. For purposes of subsection (d) of this section, "discipline" means revocation, suspension or a voluntary closing in lieu of suspension. In the event that a revocation order contains a finding described in subsection (a), (b), (c) or (d) of this section, the effect of the revocation shall not be stayed pending an appeal by the licensee to the License Appeal Commission under the Liquor Control Act.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT OF PARKING METER AREA ON PORTION OF WEST PRATT BOULEVARD.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 2, 1995) a proposed order to install parking meters on a portion of West Pratt Boulevard, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish a parking meter area, as follows:

Ward	Location
49	West Pratt Boulevard (both sides) between North Clark Street and the first alley west thereof -- two hour limit -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday.

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

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 13, August 2 and September 13, 1995) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

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

Prohibition Of Parking At All Times.
(Except For Handicapped)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
1	At 863 North Wood Street -- Handicapped Parking Permit 12046;
1	At 1825 West Huron Street -- Handicapped Parking Permit 12044;
6	At 7949 South State Street -- Handicapped Parking Permit 11754;
6	At 7553 South Vernon Avenue -- Handicapped Parking Permit 11753;
6	At 358 East 85th Street -- Handicapped Parking Permit 11750;
6	At 8022 South Evans Avenue -- Handicapped Parking Permit 11751;
6	At 7734 South Calumet Avenue -- Handicapped Parking Permit 11752;
8	At 9019 South Blackstone Avenue -- Handicapped Parking Permit 11761;

Ward	Location
9	At 129 East 117th Street -- Handicapped Parking Permit 11766;
9	At 206 East 116th Street -- Handicapped Parking Permit 11767;
9	At 12112 South Lafayette Avenue -- Handicapped Parking Permit 11768;
10	At 10524 South Avenue O -- Handicapped Parking Permit 11771;
10	At 10811 South Avenue G -- Handicapped Parking Permit 11772;
10	At 9729 South Escanaba Avenue -- Handicapped Parking Permit 11773;
13	At 6210 South Knox Avenue -- Handicapped Parking Permit 11899;
13	At 5938 South Keeler Avenue -- Handicapped Parking Permit 11900;
14	At 6217 South Mozart Street -- Handicapped Parking Permit 11906;
14	At 5805 South Troy Street -- Handicapped Parking Permit 11907;
14	At 5136 South Trumbull Avenue -- Handicapped Parking Permit 11914;

Ward	Location
15	At 7303 South Hoyne Avenue -- Handicapped Parking Permit 11919;
17	At 7413 South Princeton Avenue -- Handicapped Parking Permit 11792;
17	At 7521 South Aberdeen Street -- Handicapped Parking Permit 11789;
17	At 7400 South Princeton Avenue -- Handicapped Parking Permit 11790;
18	At 8139 South Francisco Avenue -- Handicapped Parking Permit 11932;
21	At 1240 West 112th Place -- Handicapped Parking Permit 11800;
21	At 9229 South Lowe Avenue -- Handicapped Parking Permit 11803;
21	At 9631 South Parnell Avenue -- Handicapped Parking Permit 11804;
21	At 9421 South Bishop Street -- Handicapped Parking Permit 11806;
21	At 9046 South Yale Avenue -- Handicapped Parking Permit 11808;
22	At 2417 South Avers Avenue -- Handicapped Parking Permit 11948;

Ward	Location
24	At 4037 West Cullerton Street -- Handicapped Parking Permit 11816;
25	At 1837 South Laflin Street -- Handicapped Parking Permit 11959;
27	At 1234 North Springfield Avenue -- Handicapped Parking Permit 11822;
27	At 2728 West Maypole Avenue -- Handicapped Parking Permit 11823;
28	At 4749 West Washington Boulevard -- Handicapped Parking Permit 11691;
28	At 519 North Ridgeway Avenue -- Handicapped Parking Permit 11693;
28	At 4433 West West End Avenue -- Handicapped Parking Permit 11827;
28	At 4645 West Adams Street -- Handicapped Parking Permit 11830;
28	At 2642 West 15th Street -- Handicapped Parking Permit 11831;
29	At 161 North Austin Boulevard -- Handicapped Parking Permit 11698;
29	At 1501 North Central Avenue -- Handicapped Parking Permit 11835;

Ward	Location
30	At 2826 North Avers Avenue -- Handicapped Parking Permit 11969;
30	At 5016 North Drummond Place -- Handicapped Parking Permit 11970;
31	At 1543 North Keeler Avenue -- Handicapped Parking Permit 11707;
31	At 2107 North Lavergne Avenue -- Handicapped Parking Permit 11708;
31	At 2254 North Avers Avenue -- Handicapped Parking Permit 11711;
31	At 2336 North Kostner Avenue -- Handicapped Parking Permit 11971;
31	At 3042 North Kilbourn Avenue -- Handicapped Parking Permit 11972;
31	At 4550 West Schubert Avenue -- Handicapped Parking Permit 11973;
32	At 2155 West Caton Street -- Handicapped Parking Permit 11978;
34	At 11718 South Lowe Avenue -- Handicapped Parking Permit 11841;
34	At 10420 South Green Street -- Handicapped Parking Permit 11843;

Ward	Location
36	At 2834 North Neenah Avenue -- Handicapped Parking Permit 11991;
36	At 3708 North Odell Avenue -- Handicapped Parking Permit 11993;
37	At 1036 North Lawler Avenue -- Handicapped Parking Permit 11853;
37	At 534 North Lavergne Avenue -- Handicapped Parking Permit 11854;
37	At 635 North Lockwood Avenue -- Handicapped Parking Permit 11855;
38	At 3449 North Kostner Avenue -- Handicapped Parking Permit 12003;
38	At 4830 West Berenice Avenue -- Handicapped Parking Permit 12004;
40	At 2131 West Berwyn Avenue -- Handicapped Parking Permit 11730;
40	At 6540 North Greenview Avenue -- Handicapped Parking Permit 12007;
41	At 6623 North Oketo Avenue -- Handicapped Parking Permit 12009;
42	At 915 South Carpenter Street -- Handicapped Parking Permit 12011;

Ward	Location
43	At 1940 North Bissell Street -- Handicapped Parking Permit 12012;
44	At 3035 North Racine Avenue -- Handicapped Parking Permit 12014;
46	At 3750 North Lake Shore Drive -- Handicapped Parking Permit 12019;
48	At 5633 North Kenmore Avenue -- Handicapped Parking Permit 12023;
49	At 1542 West Fargo Avenue -- Handicapped Parking Permit 12025;
49	At 1349 West Estes Avenue -- Handicapped Parking Permit 12030;
50	At 6127 North Fairfield Avenue -- Handicapped Parking Permit 12033;
50	At 6048 North Kimball Avenue -- Handicapped Parking Permit 12035;
50	At 2446 West Jarvis Avenue -- Handicapped Parking Permit 12037;
50	At 2708 West Fitch Avenue -- Handicapped Parking Permit 12038;
50	At 2851 West Jarvis Avenue -- Handicapped Parking Permit 12040.

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

Amendment Of Parking Prohibition At All Times.
(Except For Handicapped Signs)

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

SECTION 1. Removal of Handicapped Parking Permit 6673 signs, located at 823 North Hermitage Avenue (1st Ward).

SECTION 2. Removal of Handicapped Parking Permit 48 signs, located at 8048 South Luella Avenue (8th Ward).

SECTION 3. Removal of Handicapped Parking Permit 980 signs, located at 12026 South LaFayette Avenue (9th Ward).

SECTION 4. Removal of Handicapped Parking Permit 1527 signs, located at 10219 South Yale Avenue (9th Ward).

SECTION 5. Removal of Handicapped Parking Permit 8064 signs, located at 8912 South Burley Avenue (10th Ward).

SECTION 6. Removal of Handicapped Parking Permit 3625 signs, located at 2539 South Lowe Avenue (11th Ward).

SECTION 7. Removal of Handicapped Parking Permit 8460 signs, located at 444 West 42nd Place (11th Ward).

SECTION 8. Removal of Handicapped Parking Permit 7679 signs, located at 2748 West 43rd Street (12th Ward).

SECTION 9. Removal of Handicapped Parking Permit 1331 signs, located at 3922 West 65th Street (13th Ward).

SECTION 10. Removal of Handicapped Parking Permit 3487 signs, located at 5918 South Kenneth Avenue (13th Ward).

SECTION 11. Removal of Handicapped Parking Permit 5091 signs, located at 5940 South Kenneth Avenue (13th Ward).

SECTION 12. Removal of Handicapped Parking Permit 5953 signs, located at 2512 West 50th Street (14th Ward).

SECTION 13. Removal of Handicapped Parking Permit 8601 signs, located at 6318 South Albany Avenue (14th Ward).

SECTION 14. Removal of Handicapped Parking Permit 121 signs, located at 6432 South Artesian Avenue (15th Ward).

SECTION 15. Removal of Handicapped Parking Permit 1464 signs, located at 2116 West 67th Place (15th Ward).

SECTION 16. Removal of Handicapped Parking Permit 8484 signs, located at 7951 South Harvard Avenue (17th Ward).

SECTION 17. Removal of Handicapped Parking Permit 3824 signs, located at 3011 South Kolin Avenue (22nd Ward).

SECTION 18. Removal of Handicapped Parking Permit 3587 signs, located at 3027 West Flournoy Street (24th Ward).

SECTION 19. Removal of Handicapped Parking Permit 8973 signs, located at 1539 South Drake Avenue (24th Ward).

SECTION 20. Removal of Handicapped Parking Permit 6273 signs, located at 1912 West 17th Street (25th Ward).

SECTION 21. Removal of Handicapped Parking Permit 7896 signs, located at 816 North Harding Avenue (27th Ward).

SECTION 22. Removal of Handicapped Parking Permit 841 signs, located at 2145 West Homer Street (32nd Ward).

SECTION 23. Removal of Handicapped Parking Permit 8557 signs, located at 2604 North Magnolia Avenue (32nd Ward).

SECTION 24. Removal of Handicapped Parking Permit 6569 signs, located at 1822 West Fletcher Street (33rd Ward).

SECTION 25. Removal of Handicapped Parking Permit 10025 signs, located at 11344 South Emerald Avenue (34th Ward).

SECTION 26. Removal of Handicapped Parking Permit 10025 signs, located at 11344 South Emerald Avenue (34th Ward).

SECTION 27. Removal of Handicapped Parking Permit 6769 signs, located at 6113 West School Street (36th Ward).

SECTION 28. Removal of Handicapped Parking Permit 9865 signs, located at 3842 North Nottingham Avenue (36th Ward).

SECTION 29. Removal of Handicapped Parking Permit 10033 signs, located at 3247 North Opal Avenue (36th Ward).

SECTION 30. Relocation of Handicapped Parking Permit 6769 signs, from 6113 West School Street to 3624 North Octavia Avenue (36th Ward).

SECTION 31. Removal of Handicapped Parking Permit 3355 signs, located at 511 North Lockwood Avenue (37th Ward).

SECTION 32. Removal of Handicapped Parking Permit 1901 signs, located at 3626 North Tripp Avenue (38th Ward).

SECTION 33. Removal of Handicapped Parking Permit 5706 signs, located at 3438 North Greenview Avenue (44th Ward).

SECTION 34. Removal of Handicapped Parking Permit 10203 signs, located at 5145 West Berenice Avenue (45th Ward).

SECTION 35. Removal of Handicapped Parking Permit 11000 signs, located at 816 West Agatite Avenue (46th Ward).

SECTION 36. Removal of Handicapped Parking Permit 3654 signs, located at 4535 North Rockwell Street (47th Ward).

SECTION 37. Removal of Handicapped Parking Permit 5797 signs, located at 4832 North Bell Avenue (47th Ward).

SECTION 38. Removal of Handicapped Parking Permit 7080 signs, located at 6968 North Wolcott Avenue (49th Ward).

SECTION 39. Removal of Handicapped Parking Permit 7083 signs, located at 6968 North Wolcott Avenue (49th Ward).

SECTION 40. Removal of Handicapped Parking Permit 1517 signs, located at 6433 North Maplewood Avenue (50th Ward).

SECTION 41. Removal of Handicapped Parking Permit 5663 signs, located at 6415 North Maplewood Avenue (50th Ward).

SECTION 42. Removal of Handicapped Parking Permit 6942 signs, located at 6317 North Bell Avenue (50th Ward).

SECTION 43. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed ordinances and orders submitted herewith, which were referred to your committee (August 2 and September 13, 1995) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times -- Handicapped:

Ward	Location
1	At 939 North Ashland Avenue. Fails to meet building zone requirement;
6	At 7729 South St. Lawrence Avenue. Insufficient fire hydrant clearance;
12	At 3944 South Western Avenue. Fails to meet building zone requirement;
14	At 5619 South Spaulding Avenue. Applicant passed away;
17	At 8020 South Emerald Avenue. Insufficient fire hydrant clearance;
21	At 8211 South Morgan Street. Duplicate;
25	At 1900 South May Street. Insufficient corner clearance;
32	At 1215 West Barry Avenue. Insufficient alleyway clearance;
46	At 1020 West Lawrence Avenue. Fails to meet building zone requirement;
46	At 4250 North Marine Drive. Fails to meet building zone requirement;
46	At 3949 North Pine Grove Avenue. Lack of space;

Ward	Location
49	At 1205 West Sherwin Avenue. Insufficient fire hydrant clearance.

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

APPOINTMENT OF MS. KAREN M. DICHISER AS MEMBER OF CHICAGO TRANSIT AUTHORITY BOARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Approve* a communication introduced by The Honorable Richard M. Daley, Mayor, requesting the appointment of Karen M. Dichiser as a member of the Chicago Transit Authority Board, to succeed James T. Charlton, for a term ending September 1, 2001. This communication was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Karen Dichiser as a member of the Chicago Transit Authority Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

APPOINTMENT OF MR. DANIEL S. SOLIS AS MEMBER OF REGIONAL TRANSPORTATION AUTHORITY BOARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Approve* a communication introduced by The Honorable Richard M. Daley, Mayor, requesting the appointment of Daniel S. Solis as a member of the Board of the Regional Transportation

Authority, to succeed Pastora San Juan Cafferty, for a term expiring July 1, 1997. This communication was referred to the committee on November 8, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Daniel S. Solis as a member of the Regional Transportation Authority Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Nays -- None.

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

AMENDMENT OF TITLE 2, CHAPTER 100, SECTION 110 OF MUNICIPAL CODE OF CHICAGO BY PERMITTING WARD SUPERINTENDENTS AND DESIGNATED EMPLOYEES OF DEPARTMENT OF STREETS AND SANITATION TO SERVE PROCESS WITHIN CITY FOR PEDDLING VIOLATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed substitute ordinance amending Section 2-100-110 of the Municipal Code of Chicago by granting ward superintendents and other designees the powers of members of the police force to serve process within the City for peddling violations. This ordinance was referred to the committee on June 14, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-100-110 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as follows:

2-100-110 Police Powers For Designated Employees.

Each ward superintendent, and such other employees of the Department of Streets and Sanitation as the Commissioner of Streets and Sanitation shall designate, shall have the powers of members of the police force to serve process within the City for the violation of Sections 4-4-310, *4-8-291*, *4-36-071*, 4-260-040, 4-260-080, 7-28-040, 7-28-220 through 7-28-240, 7-28-270, 7-28-280, 7-28-300, 7-28-360, 7-28-380, 7-28-410, 7-28-440, 7-28-490, 7-28-710, 8-4-160 and 9-140-010(4) of the Municipal Code of Chicago. A copy of such designation, and any amendments thereto, shall be kept by the Deputy Commissioner of Streets and Sanitation for the Bureau of Sanitation and shall be available to the public upon request. The powers granted hereunder are expressly limited to the service of such process, and this section shall not be construed as granting additional law enforcement powers.

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

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred November 1, 1995) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

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

American Dental 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 American Dental Association, upon the terms and subject to the conditions of this ordinance, to maintain and use a sidewalk vault adjacent to the premises known as 211 East Chicago Avenue. Said vault is in two sections along East Chicago Avenue, measuring one hundred sixty-four (164) feet, four (4) inches in length and nineteen (19) feet, ten (10) inches in width and thirty-five (35) feet, six (6) inches in length and five (5) feet, seven (7) inches in width for a total of three thousand three hundred thirty-three (3,333) square feet. Vault is used for storage purposes. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Two Hundred Sixty-six and no/100 Dollars ($4,266.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Benevolent & Protective Order Of Elks, U.S.A.

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

SECTION 1. Permission and authority are hereby given and granted to the Benevolent & Protective Order of Elks, U.S.A., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pedestrian tunnel, eight (8) feet in height, sixteen (16) feet in length and nine (9) feet in width, for a total of one hundred forty-four (144) square feet, under and across the north/south sixteen (16) foot public alley beginning at a point on the west line of said alley one hundred thirty-five (135) feet south of the south line of West Diversey Parkway; also a pipe tunnel three (3) feet in width, five (5) feet in height and sixteen (16) feet in length for total of forty-eight (48) square feet, under and across the north/south sixteen (16) foot public alley at a point approximately one hundred twenty (120) feet south of the south line of West Diversey Parkway. Grand total of square footage is one hundred ninety-two (192). Both above mentioned tunnels will connect the premises at 425 West Diversey Parkway with the premises at 2750 North Lake View Avenue. Authority herein granted shall be for a period of five (5) years from and after December 20, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred and no/100 Dollars ($700.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein

authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and

shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

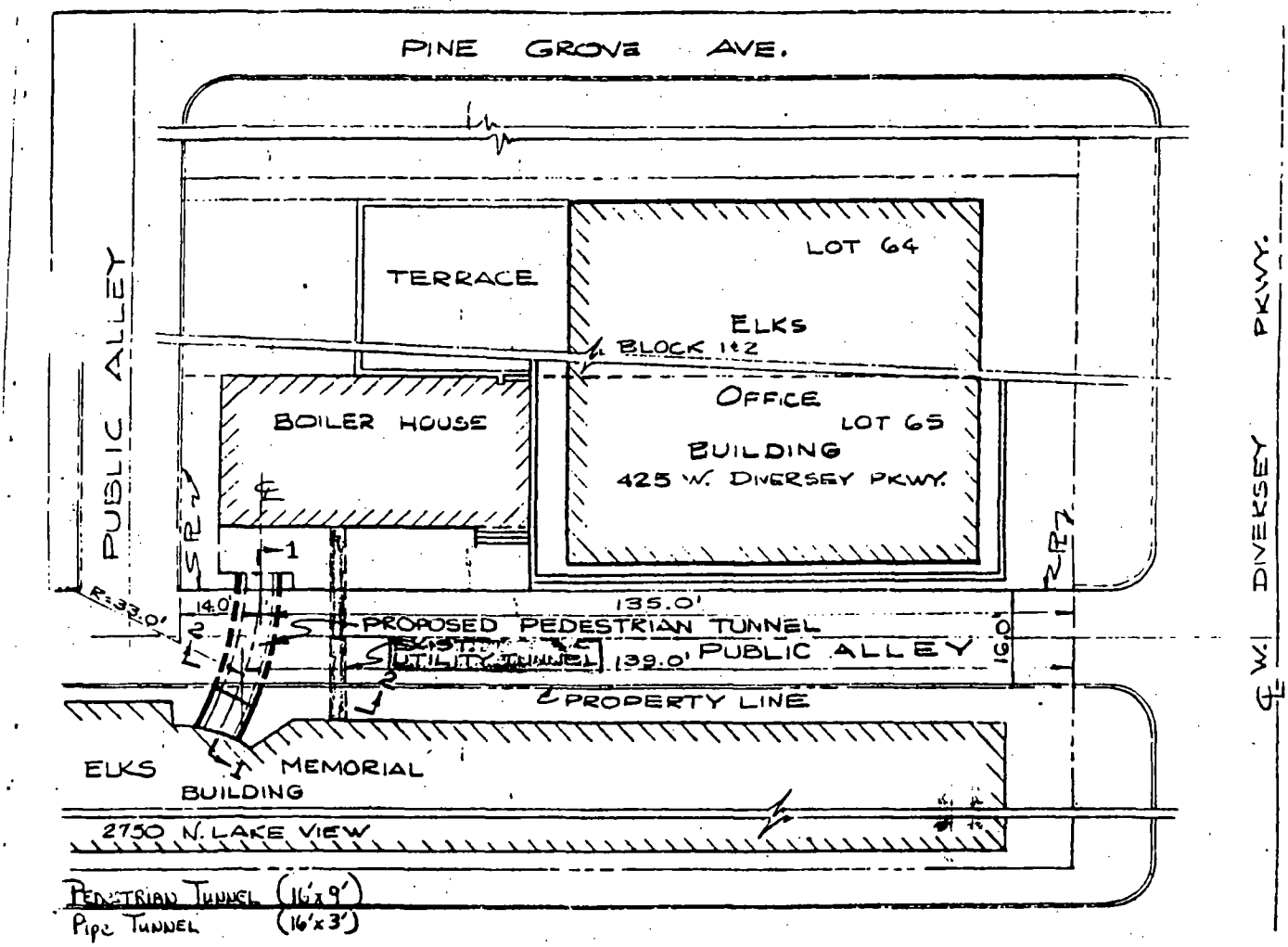
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12600 of this Journal.]

Ordinance associated with this drawing printed on pages 12597 through 12599 of this Journal.



Big Bay Lumber Company.

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

SECTION 1. Permission and authority are hereby given and granted to Big Bay Lumber Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track along and across the easterly side of North Cherry Avenue, from a connection with the track of the Chicago, Milwaukee, St. Paul and Pacific Railway Co. in North Cherry Avenue at a point on the south line of West Division Street; thence running in a southeasterly direction along and across North Cherry Avenue a distance of one hundred forty (140) feet to a point on the easterly line thereof ninety (90) feet southeasterly of the south line of West Division Street, for a period of five (5) years from and after June 5, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the

structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise

or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Board Of Trustees Of University Of Illinois.

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, upon the terms and subject to the conditions of this ordinance, to maintain and use the public right-of-way for a duct-slab containing transmitting electrical power service lines described as follows: six (6) electrical ducts that will transmit power from the main distribution center located at 760 West Taylor Street. Said duct-slab will be approximately two (2) feet in depth and three (3) feet in

width, housing six (6) four (4) inch steel electrical service conduits. Easterly side of the north/south public way shall be located approximately seventy-eight (78) feet west of the east property line. Said duct will be located approximately eighty-eight (88) feet west of the east property line. The duct shall span the ninety-eight (98) foot subsurface easement which would be located at a depth at its lowest point approximately six (6) feet below street grade. Said dimensions are measured and drawn from its easterly right-of-way toward a westerly direction. Said duct shall be connected at the south end to an electrical manhole and at the north end to a parking structure, both of which are located under and within the grantee's property. Authority herein granted shall be for a period of five (5) years from and after December 9, 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 Three Hundred Ninety-two and no/100 Dollars ($392.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Edmar Foods, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Edmar Foods, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a loading dock area located in the public way in the east/west twenty (20) foot public alley at the rear of the premises located at 1600 West Superior Street. Said area shall be approximately twenty (20) feet in width and approximately seventy-seven (77) feet in length. Authority for the above named privilege is herein given and granted for a period of fifteen (15) years from and after November 13, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be

maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Three and no/100 Dollars ($503.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform

such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12610 of this Journal.]

Mr. Robert Goldman.

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

SECTION 1. Permission and authority are hereby given and granted to Robert Goldman, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use an eight (8) piece decorative fiberglass and metal non-structural ornamentation adjacent to the premises known as 2434 North Greenview Avenue. Said facade items shall be constructed and attached to the face brick no less than twelve (12) feet above grade level. Sections of ornamentation are as follows:

Five (5) pieces measuring forty-four (44) inches in length and twenty-nine (29) inches in width;

Two (2) pieces measuring forty (40) inches in length and twenty-nine (29) inches in width; and

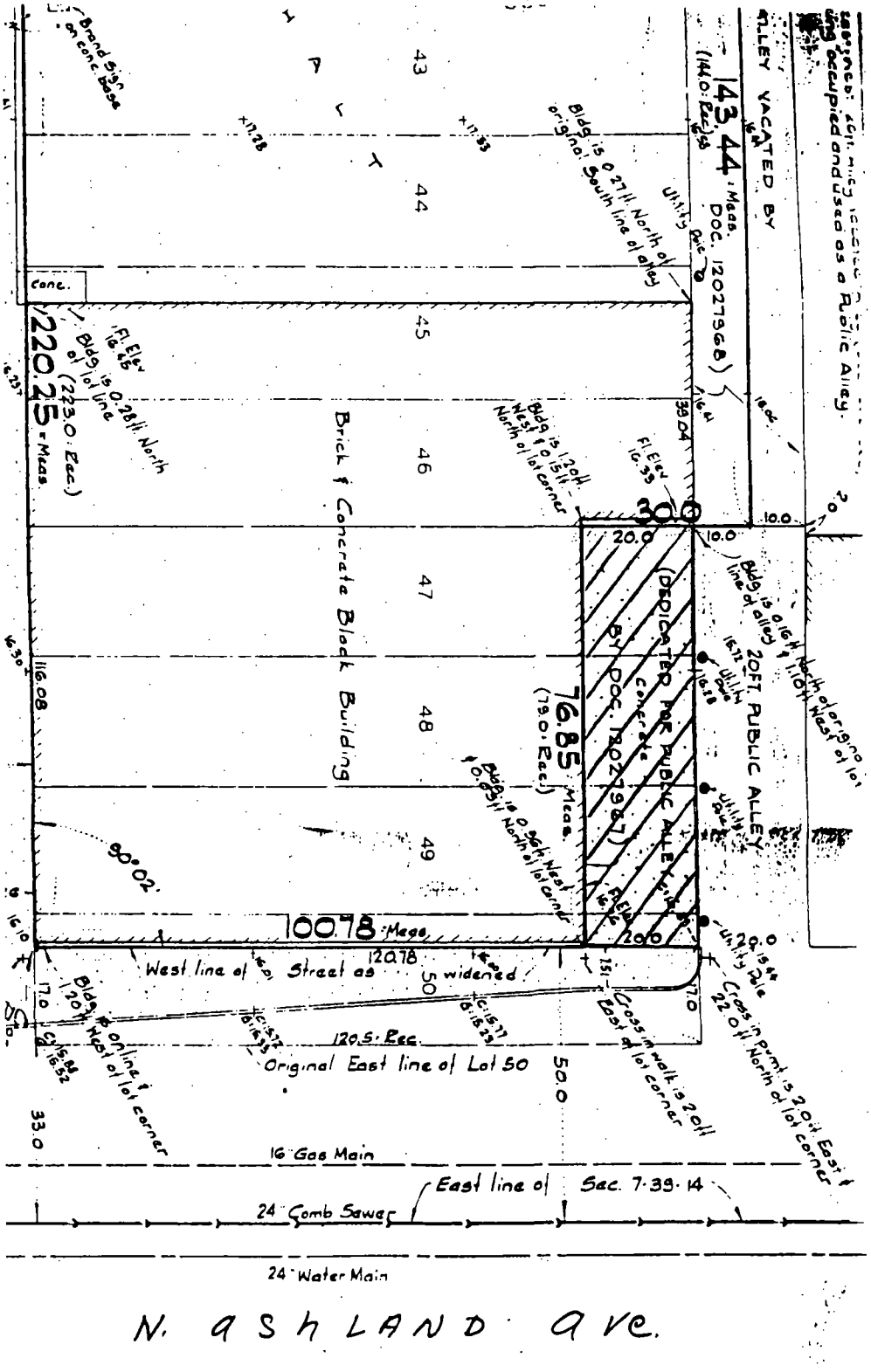
One (1) piece measuring eight (8) feet in length and twenty-nine (29) inches in width.

Pieces shall be installed on the West Montana Street and North Greenview Avenue sides not to exceed twenty-five (25) inches over the city sidewalk. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner

(Continued on page 12611)

Ordinance associated with this drawing printed on pages 12606 through 12609 of this Journal.



(Continued from page 12609)

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 Forty-six and no/100 Dollars ($146.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work

which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the office of the City Clerk.]

The John Marshall Law School.

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

SECTION 1. Permission and authority are hereby given and granted to The John Marshall Law School, upon the terms and subject to the conditions of this ordinance to maintain and use vaulted areas under the public sidewalk adjacent to the premises at 304 South State Street, used for storage, utilities and fire pumps, described as follows:

South State Street

Vault area is approximately one hundred sixteen (116) feet in length, sixteen (16) feet in width and fifteen (15) feet in depth.

Jackson Boulevard

Vault area is approximately fifty-seven (57) feet in length, nine (9) feet in width and fifteen (15) feet in depth.

Authority herein granted shall be for a period of five (5) years from and after October 31, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that

portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Seven Hundred Ninety and no/100 Dollars ($3,790.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final

and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12617 of this Journal.]

Loyola University Of Chicago.

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

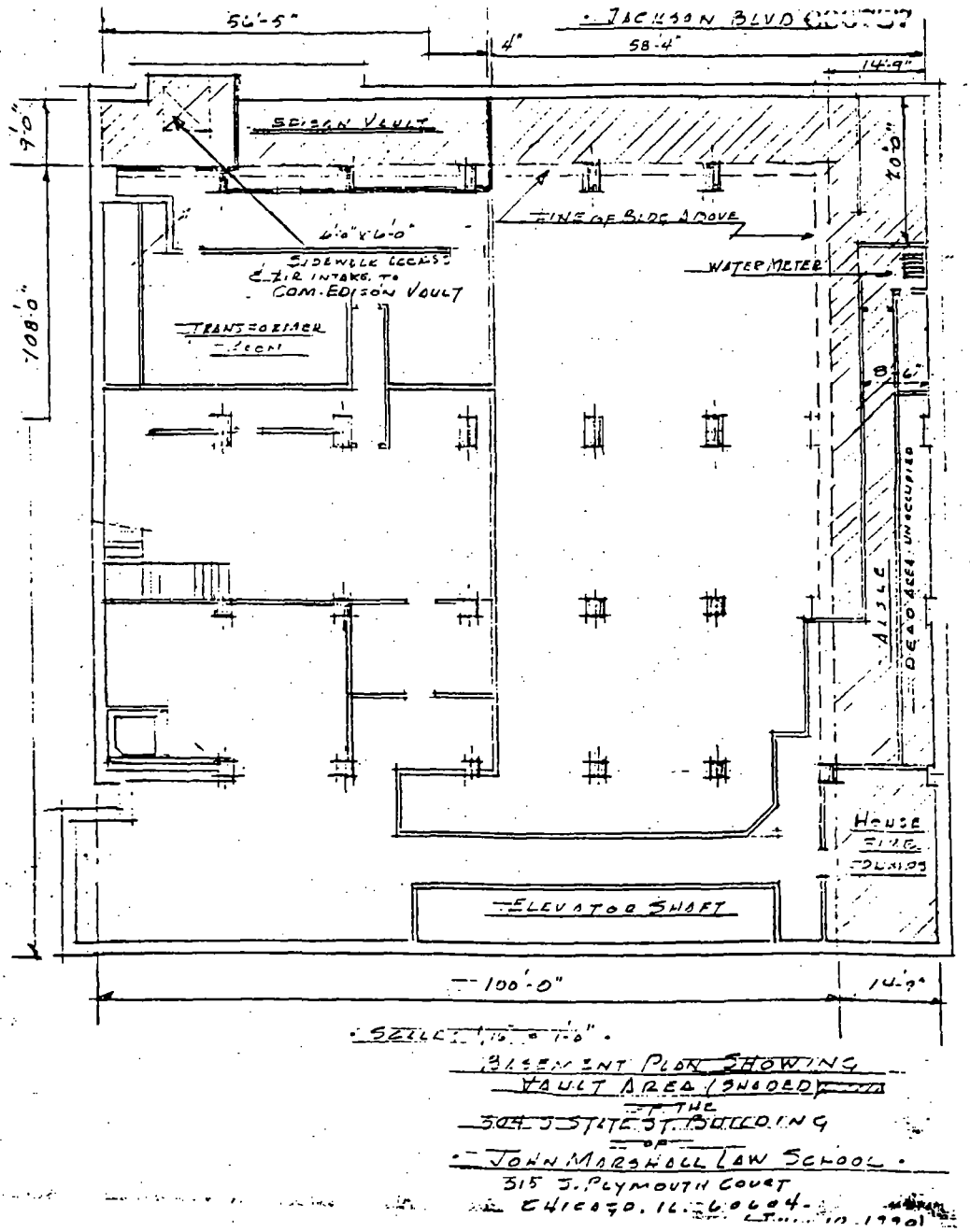
SECTION 1. Permission and authority are hereby given and granted to Loyola University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a stairway to facilitate ingress and egress to its property located at 6525 North Sheridan Road. Said privilege shall be located forty (40) feet, nine (9) inches east of a point one hundred fifty-four (154) feet, six (6) inches east of the east line of North Sheridan Road and two (2) feet, six (6) inches north of the south line of West Loyola Avenue. Dimensions of said stairway shall be two (2) feet, six (6) inches in width and shall run for a total distance of forty (40) feet, nine (9) inches. Said privilege shall exist by authority herein granted for a period of five (5) years from and after February 7, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 12618)

Ordinance associated with this drawing printed on pages 12613 through 12615 of this Journal.



(Continued from page 12616)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and

shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

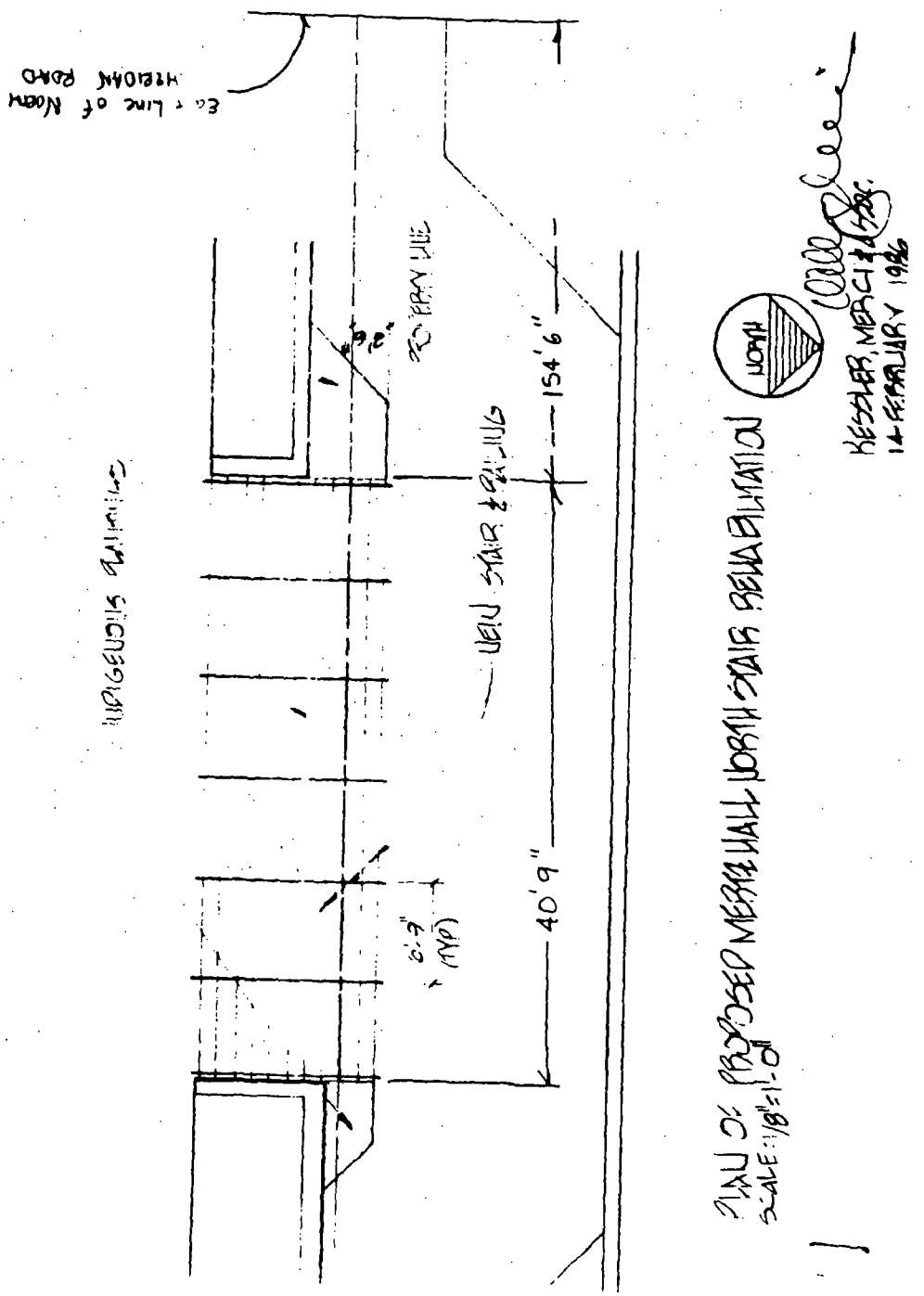
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12620 of this Journal.]

Ordinance associated with this drawing printed on pages 12616 through 12619 of this Journal.



Peerless Confection Company.

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

SECTION 1. Permission and authority are hereby given and granted to Peerless Confection Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade adjacent to the premises known as 150 West Schubert Avenue for in-street loading, unloading and storage, in North Lakewood Avenue, between West Schubert Avenue and West Diversey Parkway, beginning at a point approximately four hundred fifty-six (456) feet north of the northwest corner of North Lakewood Avenue and West Schubert Avenue, thence proceeding south on a curve for a distance of approximately four hundred eighteen (418) feet to a point approximately thirty-eight (38) feet from the northeast corner of North Lakewood Avenue and West Schubert Avenue. The southerly portion of the track is located approximately thirteen (13) feet on center, west of the west property line of the grantee; for a period of five (5) years from and after September 12, 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 Four Hundred Four and no/100 Dollars ($1,404.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the

structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise

or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12624 of this Journal.]

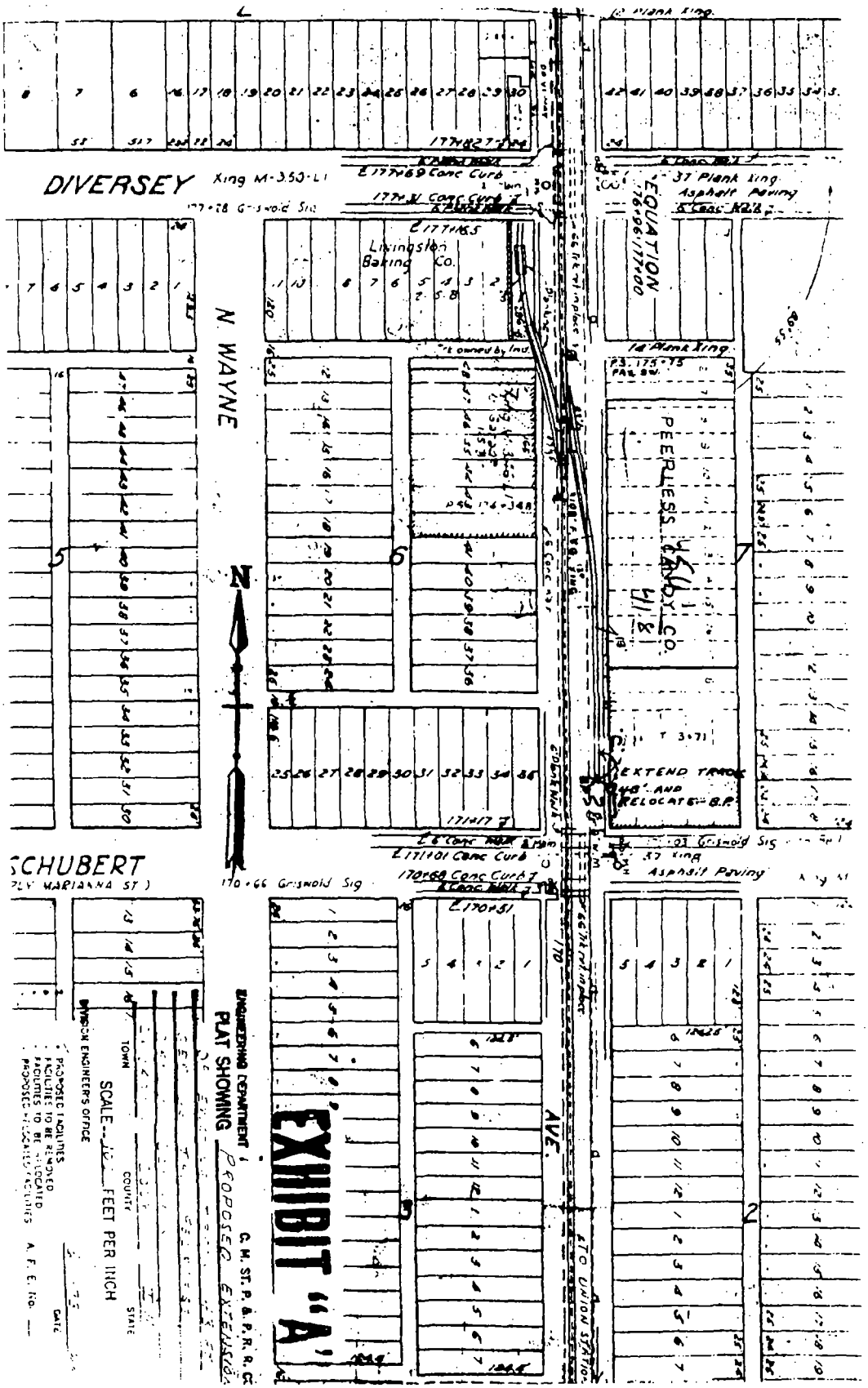
Public Building Commission Of Chicago/Phillip Sheridan School.

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

SECTION 1. Permission and authority are hereby given and granted to the Public Building Commission of Chicago/Phillip Sheridan School, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a storm sewer structure adjacent to the premises known as 9000 South Exchange Avenue. Storm sewer structure shall be one

(Continued on page 12625)

Ordinance associated with this drawing printed on pages 12621 through 12623 of this Journal.



(Continued from page 12623)

hundred forty (140) feet in length and ten (10) feet in width, located between the public sidewalk and the street. Piping shall be constructed between the new catch basin and the City sewer main on South Exchange Avenue. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the

grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12628 of this Journal.]

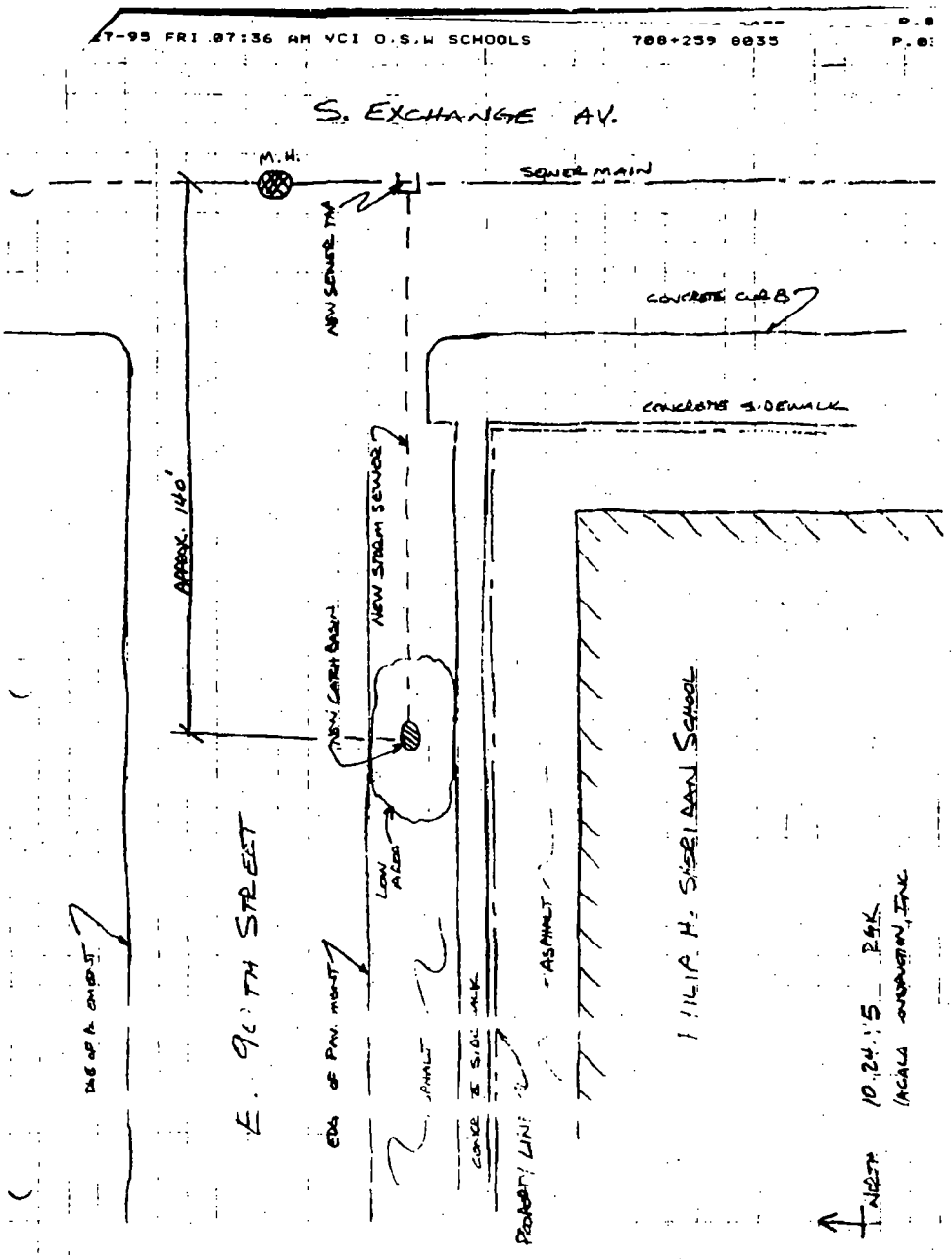
Sears Roebuck And Co.

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

SECTION 1. Permission and authority are hereby given and granted to Sears Roebuck and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a utility tunnel not to exceed twelve (12) inches by eighteen (18) inches, containing a three (3) inch high-pressure steam supply line and a two (2) inch steam condensate return pipe, beginning at a point on the north side of West Polk Street, one hundred seventy-five (175) feet west of the west line of South Homan Avenue; thence running under and across West Polk Street in a southeasterly direction to a point on the south side of West Polk Street, one hundred forty-five (145) feet west of the west line of South Homan Avenue. Also, to maintain and use as now constructed at the same location, an eight (8) inch sprinkler main fire protection supply pipe. Authority herein granted shall be for a period of five (5) years from and after August 21, 1995 (File No. 9).

(Continued on page 12629)

Ordinance associated with this drawing printed on pages 12623 through 12627 of this Journal.



(Continued from page 12627)

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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Mr. Gust J. Totlis.

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

SECTION 1. Permission and authority are hereby given and granted to Gust J. Totlis, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a stairway encroachment adjacent to the premises known as 111 East Bellevue Place. Said stair encroachment shall be two (2) feet, six (6) inches in length and six (6) feet in width. Existing stairs have encroached upon the public way for fifty years. Stairs are to be re-built on existing encumbrance. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its

property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering

all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

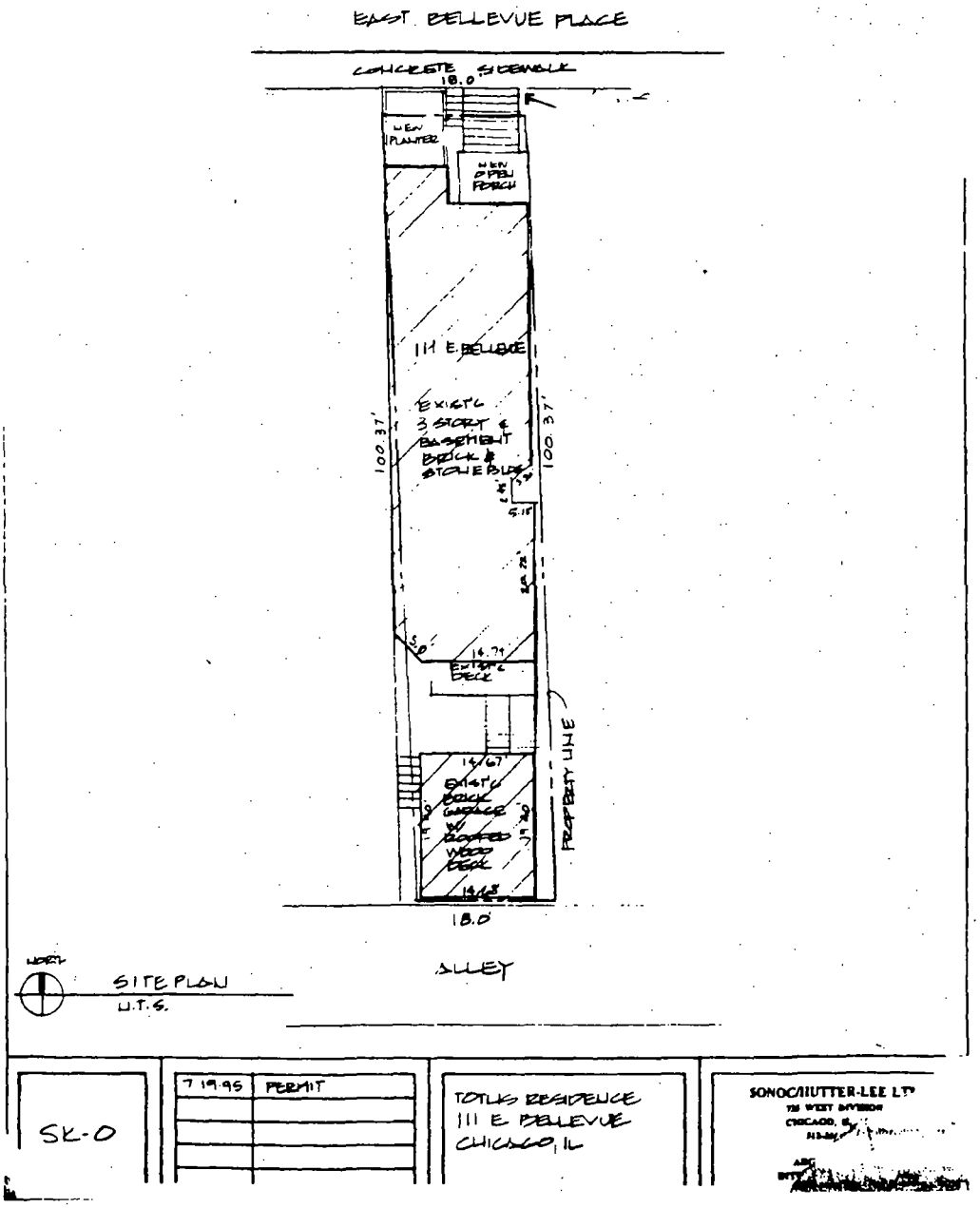
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12634 of this Journal.]

Ordinance associated with this drawing printed on pages 12631 through 12633 of this Journal.



United Service Organization Of Illinois, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to United Service Organization of Illinois, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) flagpoles adjacent to its property located at 332 North Michigan Avenue and described as follows: said flagpoles shall be approximately twenty-five (25) feet tall and five (5) inches in diameter. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12638 of this Journal.]

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25 West Hubbard Associates.

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

SECTION 1. Permission and authority are hereby given and granted to 25 West Hubbard Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted space under the sidewalk public right-of-way adjacent to the premises at 25 West Hubbard Street. Said area is approximately forty (40) feet in length and fourteen (14) feet in width and used for storage. Authority herein granted shall be for a period of five (5) years from and after September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of

(Continued on page 12639)

Ordinance associated with this drawing printed on pages 12635 through 12637 of this Journal.

(Continued from page 12637)

Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Seventy-two and no/100 Dollars ($672.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the

public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 12642 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on November 1, 1995) to construct, maintain and use sundry canopies by various establishments.

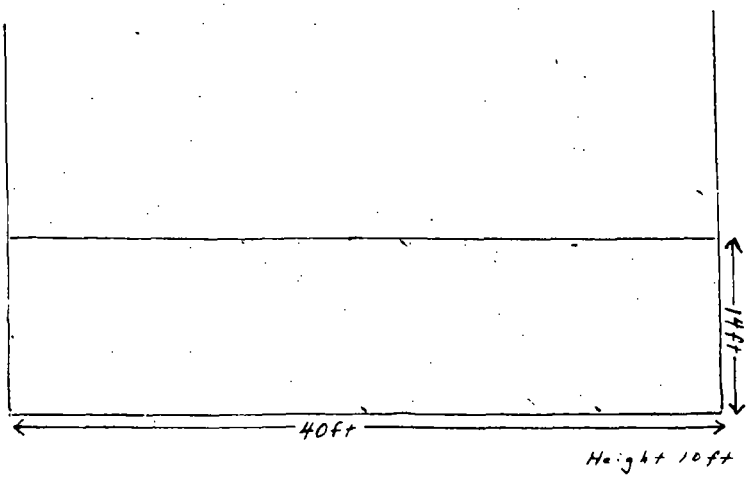
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 12643)

Ordinance associated with this drawing printed on pages 12637 through 12641 of this Journal.



Hubbard St.

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(Continued from page 12641)

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

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

Active Electrical Supply Co.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Active Electrical Supply Co. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4240 West Lawrence Avenue for a period of three (3) years from and after October 30, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight (8) 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 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 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 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.

Altman Shoes: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Altman Shoes ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 120 West Monroe Street for a period of three (3) years from and after November 18, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) 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 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 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.

Mr. David Arnoux: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to David Arnoux ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3600 North Western Avenue for a period of three (3) years from and after December 9, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-eight (38) 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-three and no/100 Dollars ($63.00) 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 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 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.

Benson & Park Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Benson & Park Funeral Home ("Permittee") to construct,

maintain and use one (1) canopy over the public way attached to the structure located at 3224 West Montrose Avenue for a period of three (3) years from and after January 1, 1996 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one (1) at eighteen (18) feet in length, nor one (1) at 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 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 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.

Mr. Romaldo Camarrena: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Romaldo Camarrena ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8911 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) 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 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 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.

Mr. Miguel Perez Castillo: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Miguel Perez Castillo ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8931 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said 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 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 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 Chicagoan: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Chicagoan ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 750 North Rush Street for a period of three (3) years from and after November 6, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 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 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 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.

City Suites Hotel Chicago: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to City Suites Hotel Chicago ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 931 -- 935 West Belmont Avenue for a period of three (3) years from and after September 16, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twenty (20) feet in length, nor two (2) at one (1) foot 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 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.

Dekalb Co. Marketing Service: Canopy.
(8939 -- 8941 South Commercial Avenue)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dekalb Co. Marketing Service ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8939 -- 8941 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty-three (53) 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-eight and no/100 Dollars ($78.00) 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 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 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.

Dekalb Co. Marketing Service: Canopy.
(8947 South Commercial Avenue)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Dekalb Co. Marketing Service ("Permittee") to construct,

maintain and use one (1) canopy over the public way attached to the structure located at 8947 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-nine (29) 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-four and no/100 Dollars ($54.00) 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 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 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.

DePaul University: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to DePaul University ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 304 South Wabash Avenue for a period of three (3) years from and after December 20, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length, nor seventeen (17) 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 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 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.

Foot And Ankle Clinics Of America Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Foot and Ankle Clinics of America Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6426 North 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) 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 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 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. Angela M. Fulton: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Angela M. Fulton ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8907 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) 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 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 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.

Mr. Ansemoss Haddad: Canopy.
(8900 South Commercial Avenue)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ansemoss Haddad ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8900 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighty (80) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Five and no/100 Dollars ($105.00) 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 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 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.

Mr. Ansemoss Haddad: Canopy.
(8904 South Commercial Avenue)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ansemoss Haddad ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8904 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) 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 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 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.

Mr. Nick Kontalohis: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Nick Kontalohis ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1973 North Halsted Street for a period of three (3) years from and after October 6, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-two (22) feet and one (1) at ninety (90) feet, respectively, in length, nor two (2) at two and one-half (2½) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-five and no/100 Dollars ($165.00) 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.

Ansell O'Keefe, Inc. (Doing Business As LaDonna, Inc.): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ansell O'Keefe, Inc., doing business as LaDonna, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5146 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor eighteen (18) 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 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 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.

LaSalle National Bank, Under Trust Number 106755: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to LaSalle National Bank, under Trust No. 106755 ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 60 East Lake Street for a period of three (3) years from and after November 26, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at eleven (11) feet, respectively, in length, nor two (2) at ten (10) 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.

Ms. Carol Lewis: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Carol Lewis ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8905 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-seven (27) 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-two and no/100 Dollars ($52.00) 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.

Mr. Antonio Macias: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Antonio Macias ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8909 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-seven (27) 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-two and no/100 Dollars ($52.00) 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.

Mr. Frank Mota: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Frank Mota ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8951 -- 8959 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighty (80) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Five and no/100 Dollars ($105.00) 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.

Moy's Three Star Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Moy's Three Star Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10528 South Western Avenue for a period of three (3) years from and after September 5, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 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. Caritina Navia: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Caritina Navia ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8917 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the

plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said 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 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 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.

Nelson Funeral Homes, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Nelson Funeral Homes, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5149 North Ashland Avenue for a period of three (3) years from and after November 16, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) 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 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 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.

Mr. Hung Kit Ng: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hung Kit Ng ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 839 West Diversey Avenue for a period of three (3) years from and after October 14, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six (6) 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 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 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.

Frank's Place, Inc. (Doing Business As Nite Cap Pub): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Frank's Place, Inc., doing business as Nite Cap Pub ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5007 West Irving Park Road for a period of three (3) years from and after October 26, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty (50) 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 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 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 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.

Rodity's Restaurant, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rodity's Restaurant, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 222 South Halsted Street for a period of three (3) years from and after September 9, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six (6) 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 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 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 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.

St. James Properties: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to St. James Properties ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 4520 North Clarendon Avenue for a period of three (3) years from and after September 22, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at six (6) feet, two (2) at twenty-five (25) feet, and one (1) at ten (10) feet, respectively, in length, nor four (4) at two (2) feet, and one (1) at ten (10) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars ($250.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted 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.

Mr. Ronald E. Stackler: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ronald E. Stackler, general partner ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the

structure located at 70 East Walton Street for a period of three (3) years from and after November 12, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven (11) 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 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 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.

Ten West Jackson Limited Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ten West Jackson Limited Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10 West Jackson Boulevard for a period of three (3) years from and after October 26, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) 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 Fifty-five and no/100 Dollars ($55.00) 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 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 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.

Tru Properties, Inc. (Formerly Known As Toys-R-Us): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Tru Properties, Inc., formerly known as Toys-R-Us ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6 -- 26 South State Street for a period of three (3) years from and after December 15, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length, nor nineteen (19) 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 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 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. Matina Varvaressos: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Matina Varvaressos ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10601 South Avenue E for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-one (41) 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-six and no/100 Dollars ($66.00) 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 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 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.

Wilson Hair Design: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Wilson Hair Design ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 210 West Kinzie Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed four (4) at five (5) feet, seven (7) inches, respectively, in length, nor four (4) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted 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.

AUTHORIZATION FOR APPROVAL OF PLAT OF DEDICATION OF PORTION OF SOUTH ROCKWELL STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of dedication of South Rockwell Street extending north from the north line of West 31st Street for a distance of 392.70 feet. This ordinance was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed dedication of South Rockwell Street, extending northerly and north from the north line of West 31st Street, having a width of 56.00 feet for a distance of 392.70 feet (as measured along the easterly line of said dedication) to a line parallel with and 973.24 feet north of the south line of the southeast quarter of Section 25-39-13, and extending north having a width of 66.00 feet for a distance of 767.67 feet (as measured along the east line of said dedication) to a line parallel with and 883.11 feet south of the north line of the southeast quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, as shown on the attached plat, when the necessary certificates are shown on said plat for the City of Chicago (File No. 25-12-95-1989).

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

[Drawing referred to in this ordinance printed on page 12673 of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLATS OF DEDICATION OF PORTION OF WEST 72ND STREET AND SOUTH KOSTNER AVENUE.

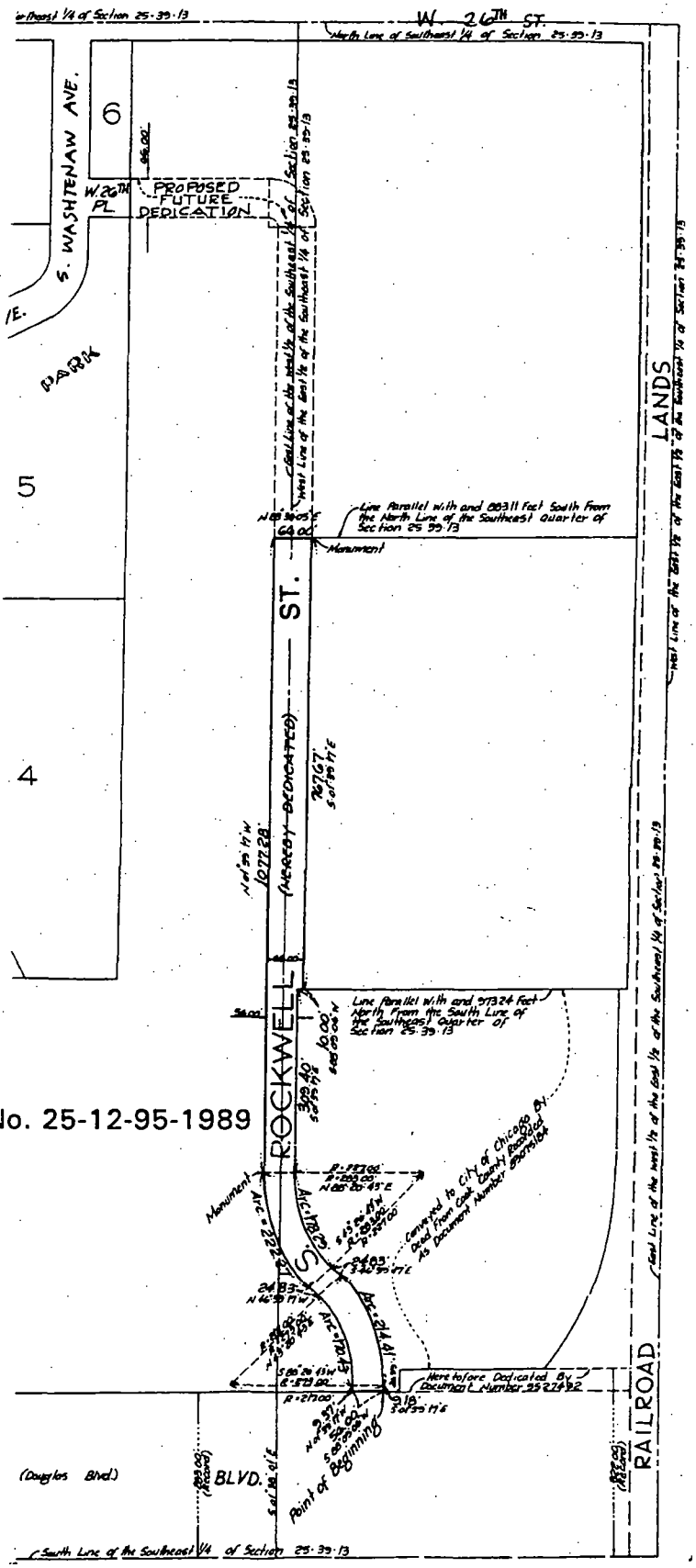
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

(Continued on page 12674)

Ordinance associated with this drawing printed on pages 12672 of this Journal.



DR. No. 25-12-95-1989

(Continued from page 12672)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of dedication of West 72nd Street having a width of 42 feet running for a distance of 2,469 feet along the east line of South Cicero Avenue; also the dedication of South Kostner Avenue having a width of 46 feet running south on West 72nd Street for a distance of 2,104 feet. This ordinance was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of dedication of West 72nd Street, having a width of approximately 42 feet, running east from the east line of South Cicero Avenue, as widened, for a distance of 2,469 feet, more or less (as measured along the north line of West 72nd Street to be dedicated) said north line located approximately 2,104 feet,

north of the center of Section 27, Township 38 North, Range 13, East of the Third Principal Meridian (as measured along the east line of South Kostner Avenue to be dedicated); also the proposed dedication of South Kostner Avenue, having a width of approximately 46 feet running south from West 72nd Street to be dedicated for a distance of 2,104 feet, more or less (as measured along the east line of South Kostner Avenue to be dedicated); said east line located approximately 2,469 feet, east of the east line of South Cicero Avenue, as widened (as measured along the north line of West 72nd Street to be dedicated) as shown on the attached plat, when the necessary certificates are shown on said plat for The Tootsie Roll Company, Inc. (File No. 27-13-95-1974).

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.]

AUTHORIZATION FOR APPROVAL OF PLAT OF RESUBDIVISION OF THE TERRACES OF OLD IRVING PARK.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Superintendent of Maps to approve a proposed plat of resubdivision of The Terraces of Old Irving Park lying north of West Berteau Avenue, between and adjoining the right-of-way line of the Chicago and Northwestern Transportation Company. This ordinance was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed resubdivision of The Terraces of Old Irving Park, being a resubdivision lying south of an irregularly shaped line approximately 300.00 feet north of the north line of West Berteau Avenue, lying between and adjoining the easterly right-of-way line of the Chicago and Northwestern Transportation Company (running in a northerly/southerly direction) and lying southwesterly of the right-of-way line of METRA, formerly the Chicago and Northwestern Transportation Company, having frontages of 414.82 feet, more or less, and 532.02 feet, more or less, along said easterly and southwesterly right-of-way lines, respectively; also lying north of and having a frontage of 930.07 feet, more or less, along the north line of West Berteau Avenue, between the west line of North Kolmar Avenue and the said southwesterly right-of-way line of METRA (formerly the Chicago and Northwestern Transportation Company), including a strip of land 32.00 feet, more or less, in width, lying east of and adjoining the easterly right-of-way line of the Chicago and Northwestern Transportation Company (running in a northerly/southerly direction) and running from the main part of The Terraces of Old Irving

Park Resubdivision; southerly and easterly from approximately the north line of West Berteau Avenue extended west to the north line of West Irving Park Road as shown on the attached plat, when the necessary certificates are shown on said plat for the Columbia National Bank of Chicago, as Trustee, Trust No. 4974 (File No. 15-38-95-1979).

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.]

CONSIDERATION FOR INSTALLATION OF BUS SHELTER AT 6933 NORTH KEDZIE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on November 1, 1995) memorializing the Chicago Transit Authority to consider the installation of a bus shelter at 6933 North Kedzie Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Council Committee on Transportation memorialize the Chicago Transit Authority to consider the installation of a bus shelter at 6933 North Kedzie Avenue.

AMENDMENT OF ORDINANCE WHICH ESTABLISHED BUS STAND ON PORTION OF SOUTH CANAL STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 1, 1995) amending an ordinance originally passed by the City Council on April 7, 1965, page 4533 of the Council Journal of Proceedings, establishing a bus stand along the east curb of South Canal Street, between West Jackson Boulevard and West Van Buren Street. Said amendment strikes the words: "between the hours of 7:00 A.M. to 9:30 A.M., except Saturdays, Sundays and holidays".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 ordinance establishing a bus stand along the east curb of South Canal Street, between West Jackson Boulevard and West Van Buren Street, as passed on April 7, 1965 (page 4533 of the Council Journal of Proceedings), and as amended on October 12, 1983 (page 2329 of the Council Journal of Proceedings), and as amended on October 16, 1984 (page 10091 of the Council Journal of Proceedings), and as further amended December 7, 1984 (page 11603 of the Council Journal of Proceedings) be and the same is further amended by striking therefrom: "between the hours of 7:00 A.M. to 9:30 A.M., except Saturdays, Sundays and holidays" in Section 1 of said ordinance.

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

CONSIDERATION FOR INSTALLATION OF CURB CUT AT 811 WEST WELLINGTON AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to give consideration to the installation of a curb cut at the crosswalk in front of the premises located at 811 West Wellington Avenue. This order was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to effecting a curb cut (to accommodate a wheelchair) at the crosswalk in front of the premises located in front of 811 West Wellington Avenue.

AUTHORIZATION FOR ESTABLISHMENT OF RECESSED BAY ADJACENT TO 199 EAST LAKE SHORE DRIVE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to give permission to establish a recessed bay adjacent to the premises located at 199 East Lake Shore Drive. This order was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to establish a recessed bay adjacent to the property commonly known as 199 East Lake Shore Drive.

CONSIDERATION FOR INSTALLATION OF BICYCLE RACKS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* two proposed orders authorizing and directing the Commissioner of Transportation to give consideration to the installation of bicycle racks in the public right-of-way at specified locations. These orders were referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

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

661 West Lake Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a bicycle rack to be located on the public walkway at 661 West Lake Street.

1212 North LaSalle Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a bicycle rack, eleven (11) feet long, to be located at 1212 North LaSalle Street, to run at an angle from the street to the sidewalk between two (2) trees in front of the building.

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 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

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

Accurate Auto Service, 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 Accurate Auto Service, Inc. of 5430 West Montrose Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 5430 West Montrose Avenue.

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

Dr. Maria Baczek.

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 Maria Baczek, M.D. of 5935 West Addison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 5935 West Addison Street.

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

Mr. Melvin Chavin And Mr. Leonard Chavin.

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 Melvin and Leonard Chavin from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for premises located at 4755 South Ashland Avenue.

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

Citibank.

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 Citibank, 1751 West 47th Street, Chicago, Illinois 60609, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 4705 South Wood Street.

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

Mr. Joseph Feldman.
(114 and 122 South Damen Avenue)

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 Mr. Joseph Feldman, 3252 South Halsted Street, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 114 and 122 South Damen Avenue.

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

Mr. Joseph Feldman.
(2012 and 2028 West Madison Street)

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Mr. Joseph Feldman, 3252 South Halsted Street,

Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 2012 and 2028 West Madison Street.

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

Mr. Joseph Feldman.
(1739 and 1753 West Monroe Street)

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Mr. Joseph Feldman, 3252 South Halsted Street, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1739 and 1753 West Monroe Street.

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

Mr. Joseph Feldman.
(115 South Seeley Avenue)

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 Mr. Joseph Feldman, 3252 South Halsted Street, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 115 South Seeley Avenue.

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

Mr. Joseph Feldman.
(1722, 2000, 2001 and 2040 West Warren Boulevard)

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 Mr. Joseph Feldman, 3252 South Halsted Street, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1722, 2000, 2001 and 2040 West Warren Boulevard.

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

Mr. Joseph Feldman.
(1725 West Washington Boulevard)

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 Mr. Joseph Feldman, 3252 South Halsted Street, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1725 West Washington Boulevard.

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

Mr. Douglas H. Greer.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and

directed to exempt Douglas H. Greer of 3660 North Lake Shore Drive, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 6640 South Ashland Avenue.

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

Public Building Commission Of Chicago And Chicago Board Of Education.
(Hayt Elementary School)

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 Public Building Commission of Chicago, Richard J. Daley Center, Room 200, Chicago, Illinois 60602 and the Chicago Board of Education, 1819 West Pershing Road, Chicago, Illinois 60609, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities at 1518 West Granville Avenue (Hayt Elementary School parking lot).

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

Public Building Commission Of Chicago And Chicago Board Of Education.
(Hedges Elementary School)

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 Public Building Commission of Chicago, the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 and the Chicago Board of Education, 1819 West Pershing Road, Chicago, Illinois 60609, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 4600 South Wolcott Avenue (Hedges Elementary School).

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

Public Building Commission Of Chicago And Chicago Board Of Education.
(Kilmer Elementary School Parking Lot)

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 Public Building Commission of Chicago, the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 and the Chicago Board of Education, 1819 West Pershing Road, Chicago, Illinois 60609, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 6700 North Greenview Avenue (Kilmer Elementary School parking lot).

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

Wyatt McCray Faith Revival Center Church, 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 the Wyatt McCray Faith Revival Center Church, Inc., 8042 -- 8044 South Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility thereto.

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

Zweig, 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 Zweig, Inc., 1507 North Milwaukee Avenue, Chicago, Illinois 60622, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6127 South Woodlawn Avenue.

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

HONORARY DESIGNATION OF PORTION OF NORTH WABASH AVENUE AS "YITZHAK RABIN PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the west lane of North Wabash Avenue, from the south lane of East Wacker Drive to the north lane of East Wacker Drive, as "Yitzhak Rabin Place". This ordinance was referred to the committee on November 8, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On November 4, 1995, the world was shocked and saddened by the assassination of Yitzhak Rabin, Prime Minister of Israel, military hero of his nation, statesman, diplomat, and an architect of peace between Israel and its neighbors; and

WHEREAS, Mr. Rabin's life and career are symbolic of the development and history of Israel; and

WHEREAS, Mr. Rabin was born in Jerusalem in 1922, during the British mandate over the Jordan River Valley; and

WHEREAS, As a youth, Mr. Rabin enrolled in Kadoorie Agricultural College in order to take up a career in farming; and

WHEREAS, At the age of eighteen, Mr. Rabin joined the Haganah, the underground force seeking the formation of a Jewish state in the Middle East, and became a member of the elite Palmach military unit; and

WHEREAS, During the Israeli War of Independence in 1948, Mr. Rabin, despite his youth, commanded the Harel Brigade along the Jerusalem front and served with distinction; and

WHEREAS, Because of his military accomplishments and obvious skills, Mr. Rabin remained a member of the Israeli Defense Forces for twenty years after the War of Independence, he rose through the ranks, being entrusted with ever greater responsibility for the safety of his fledgling nation, eventually being appointed chief of staff; and

WHEREAS, As chief of staff in 1967, Mr. Rabin was the architect of the stunning victory in the Six-Day War; and

WHEREAS, On January 1, 1968, Mr. Rabin resigned from the military but not from the service of his country; he soon was appointed ambassador to the United States; and

WHEREAS, In 1973, Mr. Rabin was elected to the Knesset and was appointed minister of labor affairs by then Prime Minister Golda Meir; and

WHEREAS, In 1974, Mr. Rabin succeeded Ms. Meir as leader of the Labor Party and became the first native-born prime minister of Israel; and

WHEREAS, As prime minister from 1974 to 1977, Mr. Rabin negotiated agreements for the disengagement of Israeli, Egyptian and Syrian forces in order to bring a permanent peace to the region; and

WHEREAS, From 1977 to 1984, Mr. Rabin remained a member of the Knesset as part of the Labor Party opposition, and served on the Foreign Affairs and Defense Committee; and

WHEREAS, From 1984 to 1990, Mr. Rabin served as minister of defense in the National Unity Government, and in this capacity proposed the withdrawal of Israeli forces from southern Lebanon and the establishment of a security zone in order to protect settlements along Israel's northern border; and

WHEREAS, In February, 1992, Mr. Rabin was elected chairman of the Labor Party, which he led to victory in the Knesset elections in June of that year; in July, 1992, Mr. Rabin was again selected as prime minister and also served as minister of defense; and

WHEREAS, As a soldier who has experienced the danger, horrors and tragedy of war, Mr. Rabin knew and appreciated the preciousness of peace, and he dedicated this stage of his political career to bringing permanent and just peace to his nation; and

WHEREAS, On September 13, 1993, Mr. Rabin publicly declared that there had been enough bloodshed and enough sorrow, and he publicly recognized the Palestinian Liberation Organization as representatives of the Palestinian people in negotiations for resolution of matters of administration of territory in Gaza and the West Bank; and

WHEREAS, On October 26, 1994, Mr. Rabin signed a treaty of peace between Israel and the Hashemite Kingdom of Jordan; and

WHEREAS, In December, 1994, Mr. Rabin's efforts were recognized before the world community, as he shared the Nobel Prize for peace with

Israeli Foreign Minister Shimon Peres and Yasir Arafat, Chairman of the Palestinian Liberation Organization; and

WHEREAS, Through controversy and criticism, Mr. Rabin labored unceasingly for the peace of his nation, and was struck down on November 4, 1995, shortly after speaking at a peace rally in Tel Aviv; and

WHEREAS, The Israeli nickname for their native-born is "Sabra", meaning "cactus", and Mr. Rabin was a true example of the breed: able to survive and flourish in adverse conditions; tough, hard and durable on the outside; but on the inside -- the part so rarely seen -- tender and even sweet; and

WHEREAS, Mr. Rabin is survived by his wife, Leah; their children, Dalia and Yuval; and several grandchildren; and

WHEREAS, All people of good will are saddened by the tragic loss of this heroic fighter for peace, and in his memory should dedicate themselves to building a just peace for all peoples of the world; now, therefore,

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 west lane of North Wabash Avenue, between the south lane of East Wacker Drive and the north lane of East Wacker Drive as "Yitzhak Rabin Place".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF NORTH LAWLER AVENUE AS "CONGREGATIONAL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 5400 block of North Lawler Avenue as "Congregational Way" in celebration of the 101st anniversary of the First Congregational Church of Forest Glen. This order was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to take the actions necessary to honorarily designate the 5400 block of North Lawler Avenue as "Congregational Way" in celebration of the one hundred first anniversary of the First Congregational Church of Forest Glen.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST 111TH STREET AS "REVEREND RICHARD C. EDWARDS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West 111th Street, from South Eggleston Avenue to South Normal Avenue, as "Reverend Richard C. Edwards Drive". This ordinance was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 111th Street, between South Eggleston Avenue and South Normal Avenue, as "Reverend Richard C. Edwards Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH OAKLEY AVENUE AS "FATHER SHANNON DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Oakley Avenue, from West 117th Street to West 118th Street, as "Father Shannon Drive". This ordinance was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984 and printed on page 11460 of the Journal of Proceedings of said date which authorizes erection of honorary street signs, the Commissioner of Transportation shall take the necessary actions for standardization of South Oakley Avenue, between West 117th Street and West 118th Street, as "Father Shannon Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST PRATT BOULEVARD AS "RAMONA SHIFFER DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Pratt Boulevard, from West Fairfield Avenue to West Washtenaw Avenue, as "Ramona Shiffer Drive". This ordinance was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

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 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 actions for standardization of West Pratt Boulevard, from North Fairfield Avenue to North Washtenaw Avenue, as "Ramona Shiffer Drive".

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

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH ARCHER AVENUE AS "GEORGE J. CHEUNG".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Archer Avenue, from West Wentworth Avenue to West Cermak Road, as "George J. Cheung". This order was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Department of Transportation is hereby authorized and directed to give consideration to honorarily designating South Archer Avenue, from South Wentworth Avenue to West Cermak Road, memorializing the street to "George J. Cheung".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST ORLEANS STREET AS "REVEREND HENRY M. MARBLY, SR. STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate North Orleans Street, from West Oak Street to West Wendell Street, as "Reverend Henry M. Marbly, Sr. Street". This order was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate North Orleans Street, from West Oak Street to West Wendell Street, memorializing the street to "Reverend Henry M. Marbly, Sr. Street".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH CALIFORNIA AVENUE AS "ERNESTINA NINO DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 13, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed order authorizing and directing the Commissioner of Transportation to take the actions

necessary to honorarily designate South California Avenue, from West 21st Street to West 24th Street, as "Ernestina Nino Drive". This order was referred to the committee on November 1, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South California Avenue, from West 21st Street to West 24th Street, memorializing the street to "Ernestina Nino Drive".

COMMITTEE ON ZONING.

Action Deferred -- AMENDMENT OF TITLE 17, SECTION 8.3-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO ALLOW FINGERNAIL SALONS AND BEAUTY SUPPLIES AS PERMITTED USES IN B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 9, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are Application Numbers 11620, 11621, 11623, 11638, 11642 and A3392.

At this time I, along with Alderman Ed Smith, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing report:

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

SECTION 1. That Title 17, be hereby amended in Section 8.3-4 by adding the language in italics, as follows:

8.3-4 Permitted Uses -- B4-1 To B4-5 Restricted Service Districts.

A. Uses permitted in the B4-1 to B4-5 Districts, inclusive are subject to the following conditions:

(1) Dwelling units and lodging rooms are not permitted below the second floor unless otherwise set forth or superseded hereinafter. (Amend. 7-10-61, Coun. J. P. 5239.)

(2) Business establishments are restricted to a maximum gross floor area of 21,875 feet each, exclusive of any floor area devoted to off-street parking or loading facilities. (Amend. Coun. J. 4-27-60, p. 2501; 1-31-69, p. 4987.)

(3) All goods produced on the premises shall be sold at retail on the premises where produced.

(4) All business, servicing, or processing -- except for off-street parking or loading and automated teller machines as defined in Article 3.2 -- shall be conducted within completely enclosed buildings unless otherwise indicated hereinafter. (Amend. Coun. J. 11-15-79, p. 1317; 5-9-84, p. 6470.)

(5) All activities involving the production, processing, cleaning, servicing, testing, or repair of materials, goods or products shall conform with the performance standards established for the M1-1 to M1-5 Manufacturing Districts in Article 10 of this comprehensive amendment, provided that performance standards shall in every case be applied at the boundaries of the lot on which any such activities take place.

(6) Establishments of the "drive-in" or "drive-through" type offering goods or services directly to customers waiting in parked motor vehicles are not permitted except as allowed as a special use hereinafter. (Added. Coun. J. 5-9-84, p. 6470.)

B. The following uses are permitted in the B4-1 to B4-5 Districts, inclusive:

(1) Any use permitted in the B2-1 to B2-5 Districts, inclusive -- as set forth in Section 8.3-2 B, unless otherwise set forth or superseded hereinafter. However, prior restrictions on ground floor location for uses designated with an asterisk (*) shall not apply in the B4-1 to B4-5 Districts nor in any succeeding Business or Commercial Districts unless so specified.

(2) Amusement establishments, such as, but not limited to, bowling alleys, pool halls, dance halls, gymnasiums, swimming pools, and skating rinks, but not including an "arcade" as defined in Article 3 of this ordinance. (Amend. Coun. J. 11-29-74, p. 9272.)

(2A) Arcades, when located within Community Shopping Centers of not less than five acres. (Added. Coun. J. 6-30-82, p. 11214.)

(3) Auction Rooms.

(4) Auto Accessory Stores.

(5) Automobile Service Stations.

(5A) Beauty Shops, Beauty Parlors, *Fingernail Salons and Beauty Supplies.*

(6) Motor-driven Bicycle Sales, Rental and Repair Stores. (Amend. Coun. J. 4-9-86, p. 29244.)

(7) Blue-printing and Photostating Establishments.

(8) Caskets and Casket Supplies.

(9) Catering Establishments.

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

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

(Committee Meeting Held November 9, 1995)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, November 15, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 9, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are Application Numbers 11620, 11621, 11623, 11638, 11642 and A3392.

At this time I, along with Alderman Ed Smith, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

West Erie Street; a line 501.3 feet east of North Paulina Street; the alley next south of West Erie Street; and a line 384 feet east of North Paulina Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

a line 139.85 feet north of West Huron Street; a line 128.08 feet east of North Oakley Avenue; a line 122.04 feet north of West Huron Street; a line 132.07 feet east of North Oakley Avenue; West Huron Street; and North Oakley Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

West Van Buren Street; a line 113 feet east of South Clinton Street; West Tilden Street; and South Clinton Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-J in the area bounded by:

West Harrison Street; a line 173.25 feet east of South St. Louis Avenue; the alley next south of and parallel to West Harrison Street; and a line 98.25 feet east of South St. Louis Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-K.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 4-K in the area bounded by:

West 18th Street; South Karlov Avenue; a line 248.26 feet south of and parallel to West 18th Street; and South Keeler Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 80 feet north of West Webster Avenue; North Racine Avenue; West Webster Avenue; and the alley next west of North Racine Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

West McLean Avenue; a line 140 feet west of and parallel to North Hoyne Avenue; the alley next south of West McLean Avenue; and a line 164 feet west of and parallel to North Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Areas Shown On Map Number 5-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

> North Wilmot Avenue; a line perpendicular to North Wilmot Avenue, from a point 466.51 feet southeast of the intersection of North Wilmot Avenue and North Oakley Avenue, as measured along the southwest line of North Wilmot Avenue; the alley next southwest of North Wilmot Avenue; and North Oakley Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance is amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

> the alley next southwest of North Wilmot Avenue; a line perpendicular to North Milwaukee Avenue, from a point 86.08 feet southeast of the intersection of North Milwaukee Avenue and North Oakley Avenue, as measured along the northwest line of North Milwaukee Avenue; North Milwaukee Avenue; and North Oakley Avenue,

to those a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District and R3 General Residence District symbols and indications as shown on Map No. 6-F in area bounded by:

West 25th Place; a line from a point as measured from the southerly right-of-way line of West 25th Place and easterly right-of-way line of South Normal Avenue, to a point 103.09 feet north of the alley next south of and parallel to West 25th Place and 91.17 feet east of South Normal Avenue; a line from a point 103.09 feet north of the alley next south of and parallel to West 25th Place and 91.17 feet east of South Normal Avenue, to a point 6.95 feet north of the alley next south of and parallel to West 25th Place and the westerly right-of-way line of South Canal Street; South Canal Street; the alley next south of and parallel to West 25th Place; and South Normal Avenue,

those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-G in the area bounded by:

a line 308 feet southerly of South Hillock Avenue; South Loomis Street; a line 359.4 feet southerly of South Hillock Avenue; and the alley next westerly of South Loomis Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

> a line 83 feet south of West 27th Street; the alley next east of and parallel to South Pulaski Road; a line 128 feet south of West 27th Street; and South Pulaski Road,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by:

> the point on the east line of North Lincoln Avenue, 311.0 feet south of the south line of West George Street; the line heading northeast and perpendicular to the east line of North Lincoln Avenue running to the public alley next east of and parallel to North Lincoln Avenue; thence the west line of the public alley east of and parallel to North Lincoln Avenue running southeast for a distance of 125 feet; thence a line running southwest and perpendicular to the east line of North Lincoln Avenue running to the east line of North Lincoln Avenue; and thence

along the east line of North Lincoln Avenue running northwest for 125 feet to the point of beginning,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in the area bounded by:

a line 25 feet north of West Barry Avenue; North Drake Avenue; West Barry Avenue; and the alley next west of and parallel to North Drake Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-J.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in the area bounded by:

a line 351.75 feet north of the north line of West George Street and perpendicular to North Ridgeway Avenue; the west line of North Ridgeway Avenue; a line 251.75 feet north of the north line of West

George Street and perpendicular to North Ridgeway Avenue; and the east line of the public alley next west of and parallel to North Ridgeway Avenue to the point of beginning,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 9-H in the area bounded by:

West Roscoe Street; a line 72 feet west of and parallel to North Paulina Street; the public alley next south of and parallel to West Roscoe Street; and a line 96 feet west of and parallel to North Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 9-J in the area bounded by:

North Elston Avenue; a line 93.79 feet north of West Addison Street; the alley next east of North Christiana Avenue; and a line 522.27 feet north

of West Addison Street, as measured at the southerly right-of-way line of North Elston Avenue and perpendicular to said street,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-J in the area bounded by:

West School Street; North Hamlin Avenue; a line 90.21 feet south of West School Street; and the alley next west of North Hamlin Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 11-H in the area bounded by:

a point 92.00 feet north of the north line of West Leland Avenue, on the east line of the public alley next west of North Hermitage Avenue; thence a line running east 163.30 feet to the west line of North Hermitage Avenue; thence the west line of North Hermitage Avenue running south 92.00 feet to the north line of West Leland Avenue;

thence the north line of West Leland Avenue running west 163.30 feet to the east line of the public alley next west of and parallel to North Hermitage Avenue; and thence the east line of the public alley next west of North Hermitage Avenue running north 92.00 feet to the point of beginning,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 11-K in the area bounded by:

a line 200 feet south of West Belle Plaine Avenue; North Pulaski Road; a line 260 feet south of West Belle Plaine Avenue; and the alley next west of and parallel to North Pulaski Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in the area bounded by:

a line 157 feet south of and parallel to West 53rd Street; a line 140.29 feet east of and parallel to South Nottingham Avenue; a line 237 feet south of and parallel to West 53rd Street; and South Nottingham Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-5 General Service District symbols and indications as shown on Map No. 13-K in the area bounded by:

West Gunnison Street; North Kenneth Avenue; West Lawrence Avenue; North Elston Avenue; a line 51.01 feet northerly of West Lawrence Avenue, as measured at the easterly right-of-way line of North Elston Avenue and perpendicular thereto; a line 192.75 feet west of North Kenneth Avenue; a line 124.95 feet north of West Lawrence Avenue; a line from a point 192.75 feet west of North Kenneth Avenue and 124.95 feet north of West Lawrence Avenue, to a point 124.88 feet west of North Kenneth Avenue and 64.96 feet south of West Gunnison Street; and a line 124.88 feet west of North Kenneth Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-P.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 13-P in the area bounded by:

a line 195 feet north of and parallel to West Evelyn Lane; a line 434.25 feet east of and parallel to North East River Road; West Evelyn Lane; and a line 322.25 feet east of and parallel to North East River Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 14-M in the area bounded by:

West 61st Street; the alley next east of and parallel to South Parkside Avenue; a line 33 feet south of West 61st Street; and South Parkside Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 15-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 15-H in the area bounded by:

West Thorndale Avenue; North Hermitage Avenue; the alley next south of and parallel to West Thorndale Avenue; and the alley next west of and parallel to North Hermitage Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-M.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 16-M in the area bounded by:

West 64th Place; the alley parallel to and next east of South Austin Avenue; a line 55.53 feet south of and parallel to West 64th Place; and South Austin Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 17-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 17-H in the area bounded by:

a line 136.50 feet north of and parallel to West North Shore Avenue; the public alley next east of and parallel to North Clark Street; a line 61.50 feet north of and parallel to West North Shore Avenue; and North Clark Street,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 28-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 28-J in the area bounded by:

a line 168.83 feet north of West 115th Street (West Medora Avenue); South Kedzie Avenue; West 115th Street (West Medora Avenue); and a line 150 feet west of South Kedzie Avenue,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Shaw, Burke, Rugai, Troutman, Medrano, Natarus, Bernardini, Levar and M. Smith. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MR. HERMAN JOSEPH MADISON.

WHEREAS, God in his infinite wisdom has called to his eternal reward Herman Joseph Madison, beloved citizen, friend, public servant and entrepreneur; and

WHEREAS, Born August 23, 1932 in New Orleans, Louisiana, Herman Joseph Madison came to Chicago at an early age and attended Saint Anselm Elementary School and Englewood High School. He served his country honorably and bravely in the United States Air Force during the Korean Conflict, and over the succeeding years held numerous jobs with the City of Chicago; and

WHEREAS, Herman Joseph Madison was a carpenter, an avid golfer and an entrepreneur. His deep love of politics -- he was a precinct captain for many years -- led him to several bids for the office of state representative. At one time he co-owned a popular tavern, The Trio Lounge, and also Herman's Chili Parlor. He was the founder and past president of the Par Shooters golf club and former member of the 19th Hole Duffers and other golf groups. He was also an active member of The Vernon Connection, a group of friends who

have socialized with one another since the third grade at Saint Anselm's; and

WHEREAS, Herman Joseph Madison leaves to cherish his memory his wife of almost forty years, the former Joyce Anne Green; their four children, Susan Diadran (Akeem) Rashad, Sharyn Diane (Melbourne) Jackson, Darryl Steven (Suzann) and Dana Joyce, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, A.D., do hereby express our sorrow on the passing of Herman Joseph Madison, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Herman Joseph Madison and family.

Presented By

ALDERMAN HUELS (11th Ward)

TRIBUTE TO LATE MRS. VERA MAE COUNCE.

WHEREAS, Vera Mae Counce passed away on Wednesday, November 1, 1995, at the age of sixty-one; and

WHEREAS, Vera Mae Counce, dearly beloved wife of the late Robert Counce; and

WHEREAS, Vera Mae Counce, devoted mother of George, Robert (Kathleen), Jerry (Susan), Carolyn, Joyce and Patsy; and

WHEREAS, Vera Mae Counce, loving grandmother of Justyn, Ronnie, Nicole, Robert, Erik, Ryan, Michael, Paul, Christopher, Samantha and Joseph; and

WHEREAS, Vera Mae Counce, fond great-grandmother of Samantha Dawn; and

WHEREAS, Vera Mae Counce, dear sister of Louise (the late Robert B.) Newman, Bonita Scott, Peggy Stockton, Joyce (Raymond) Storks, Lois (Fred) Hildrich, and the late Junior (Frankie) Evans, Leon (Lindsay) Evans and the late J. B. and Connie Sue; and

WHEREAS, A cherished friend to many and a good neighbor to all, Vera Mae Counce will be greatly missed and fondly remembered by her many family members, friends and associates; now, therefore,

Be It Resolved, The we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fifteenth day of November in 1995, do hereby extend to the family of the late Vera Mae Counce our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Vera Mae Counce.

CONGRATULATIONS EXTENDED TO MR. ARCHIE LANG ON HIS RETIREMENT AS PRODUCER OF CHICAGO TRIBUNE CHARITIES PRODUCTION OF "THE NUTCRACKER".

WHEREAS, Archie Lang will retire as the producer of the Chicago Tribune Charities production of *The Nutcracker* after twenty-five years; and

WHEREAS, For a quarter of a century, Archie Lang has drawn upon his vast experience in the entertainment industry to produce one of Chicago's most treasured and memorable traditions of the holiday season; and

WHEREAS, The tireless professionalism of Archie Lang contributed each year to the enduring success and popularity of Tchaikovsky's beloved classic in the City of Chicago; and

WHEREAS, At age seventy-five, Archie Lang has enjoyed a lengthy and varied career in the entertainment business; and

WHEREAS, As an actor over the past five decades, Archie Lang has appeared in more than twenty feature films, one hundred television shows, sixty plays, one hundred industrial films and sixty-five industrial shows; and

WHEREAS, Archie Lang also is well known to Chicagoans as the director of several of Chicago's most prestigious events, including the Rush Presbyterian-St. Luke's Fashion Show, the Passavant Cotillion and the Jewish Federation Fashionplate; and

WHEREAS, Veteran producer Archie Lang will be greatly missed by all those associated with the Chicago Tribune Charities production of *The Nutcracker*; now, therefore,

Be It Resolved, The we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fifteenth day of November in 1995, do hereby extend to Archie Lang our heartiest congratulations upon his retirement as producer of the Chicago Tribune Charities production of *The Nutcracker* and offer to him our sincerest and best wishes for success in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Archie Lang.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MS. SOPHIE ANTKOWSKI.

WHEREAS, God in his infinite wisdom has called Sophie Antkowski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Sophie Antkowski was a vital and active citizen of the City of Chicago; and

WHEREAS, Sophie 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Sophie Antkowski, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sophie Antkowski.

TRIBUTE TO LATE MR. JOSEPH ARCUS.

WHEREAS, God in his infinite wisdom has called Joseph Arcus to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Joseph Arcus was a vital and active citizen of the City of Chicago; and

WHEREAS, Joseph 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, gathered here this fifteenth day of November, 1995 do hereby express our sorrow on the death of Joseph Arcus, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Arcus.

TRIBUTE TO LATE MS. MARY BRENNAN.

WHEREAS, God in his infinite wisdom has called Mary Brennan to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Mary Brennan was a vital and active citizen of the City of Chicago; and

WHEREAS, Mary 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, gathered here this fifteenth day of November, 1995, do hereby

express our sorrow on the death of Mary Brennan, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Brennan.

TRIBUTE TO LATE MR. HENRY IMBIER.

WHEREAS, God in his infinite wisdom has called Henry Imbier to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Henry Imbier was a vital and active citizen of the City of Chicago; and

WHEREAS, Henry 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Henry Imbier, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Henry Imbier.

TRIBUTE TO LATE MS. ANN KEHOE.

WHEREAS, God in his infinite wisdom has called Ann Kehoe to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Ann Kehoe was a vital and active citizen of the City of Chicago; and

WHEREAS, Ann 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Ann Kehoe, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ann Kehoe.

TRIBUTE TO LATE MS. ROSE KORMETT.

WHEREAS, God in his infinite wisdom has called Rose Kormett to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Rose Kormett was a vital and active citizen of the City of Chicago; and

WHEREAS, Rose 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Rose Kormett, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rose Kormett.

TRIBUTE TO LATE MS. MARY KUSNER.

WHEREAS, God in his infinite wisdom has called Mary Kusner to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Mary Kusner was a vital and active citizen of the City of Chicago; and

WHEREAS, Mary 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Mary Kusner, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Kusner.

TRIBUTE TO LATE MS. DOROTHY LA PAGE.

WHEREAS, God in his infinite wisdom has called Dorothy LaPage to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Dorothy LaPage was a vital and active citizen of the City of Chicago; and

WHEREAS, Dorothy 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Dorothy LaPage, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dorothy LaPage.

TRIBUTE TO LATE MR. JAMES MOSES.

WHEREAS, God in his infinite wisdom has called James Moses to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, James Moses was a vital and active citizen of the City of Chicago; and

WHEREAS, James 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of James Moses, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James Moses.

TRIBUTE TO LATE MS. NORA MURPHY.

WHEREAS, God in his infinite wisdom has called Nora Murphy to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Nora Murphy was a vital and active citizen of the City of Chicago; and

WHEREAS, Nora 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Nora Murphy, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nora Murphy.

TRIBUTE TO LATE MS. MARIA NIEMIEC.

WHEREAS, God in his infinite wisdom has called Maria Niemiec to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Maria Niemiec was a vital and active citizen of the City of Chicago; and

WHEREAS, Maria 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Maria Niemiec, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Maria Niemiec.

TRIBUTE TO LATE MR. CHESTER NYKIEL.

WHEREAS, God in his infinite wisdom has called Chester Nykiel to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Chester Nykiel was a vital and active citizen of the City of Chicago; and

WHEREAS, Chester 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Chester Nykiel, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Chester Nykiel.

TRIBUTE TO LATE MR. JAMES PAOLETTI.

WHEREAS, God in his infinite wisdom has called James Paoletti to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, James Paoletti was a vital and active citizen of the City of Chicago; and

WHEREAS, James 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of James Paoletti, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James Paoletti.

TRIBUTE TO LATE MR. WILBUR PETERS.

WHEREAS, God in his infinite wisdom has called Wilbur Peters to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Wilbur Peters was a vital and active citizen of the City of Chicago; and

WHEREAS, Wilbur 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Wilbur Peters, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Wilbur Peters.

TRIBUTE TO LATE MS. NOREEN STUBITSCH.

WHEREAS, God in his infinite wisdom has called Noreen Stubitsch to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Noreen Stubitsch was a vital and active citizen of the City of Chicago; and

WHEREAS, Noreen 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Noreen Stubitsch, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Noreen Stubitsch.

TRIBUTE TO LATE MS. AGNES SULLIVAN.

WHEREAS, God in his infinite wisdom has called Agnes Sullivan to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Agnes Sullivan was a vital and active citizen of the City of Chicago; and

WHEREAS, Agnes 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Agnes Sullivan, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Agnes Sullivan.

TRIBUTE TO LATE MR. MARVIN SUSALLA.

WHEREAS, God in his infinite wisdom has called Marvin Susalla to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Marvin Susalla was a vital and active citizen of the City of Chicago; and

WHEREAS, Marvin 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Marvin Susalla, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marvin Susalla.

TRIBUTE TO LATE MS. PAULA TUPES.

WHEREAS, God in his infinite wisdom has called Paula Tupes to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Paula Tupes was a vital and active citizen of the City of Chicago; and

WHEREAS, Paula 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Paula Tupes, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paula Tupes.

TRIBUTE TO LATE MR. WALTER WILCZEK.

WHEREAS, God in his infinite wisdom has called Walter Wilczek to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Walter Wilczek was a vital and active citizen of the City of Chicago; and

WHEREAS, Walter 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Walter Wilczek, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Walter Wilczek.

TRIBUTE TO LATE MS. MARIA WILSON.

WHEREAS, God in his infinite wisdom has called Maria Wilson to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Maria Wilson was a vital and active citizen of the City of Chicago; and

WHEREAS, Maria 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Maria Wilson, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Maria Wilson.

TRIBUTE TO LATE MS. ESTELL WRONA.

WHEREAS, God in his infinite wisdom has called Estell Wrona to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, Estell Wrona was a vital and active citizen of the City of Chicago; and

WHEREAS, Estell 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Estell Wrona, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Estell Wrona.

TRIBUTE TO LATE MR. GEORGE YANOS.

WHEREAS, God in his infinite wisdom has called George Yanos to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, George Yanos was a vital and active citizen of the City of Chicago; and

WHEREAS, George 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of George Yanos, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George Yanos.

TRIBUTE TO LATE MR. LEO C. YOUNG.

WHEREAS, God in his infinite wisdom has called Leo C. Young to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, Leo C. Young was a vital and active citizen of the City of Chicago; and

WHEREAS, Leo 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, gathered here this fifteenth day of November, 1995, do hereby express our sorrow on the death of Leo C. Young, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Leo C. Young.

CONGRATULATIONS EXTENDED TO MR. AND MRS. BRUNO BORKOWSKI ON BIRTH OF THEIR SON ANTHONY JOSEPH BORKOWSKI.

WHEREAS, On July 29, 1995 a new citizen came into the world, Anthony Joseph Borkowski, son of Mr. and Mrs. Bruno Borkowski, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fifteenth day of November, 1995, do hereby congratulate Mr. and Mrs. Borkowski on the birth of their son Anthony, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Bruno Borkowski.

CONGRATULATIONS EXTENDED TO MR. AND MRS. PAT GARGANO ON BIRTH OF THEIR SON MARIO CARMEN GARGANO.

WHEREAS, On July 25, 1995 a new citizen came into the world, Mario Carmen Gargano, son of Mr. and Mrs. Pat Gargano, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fifteenth day of November, 1995, do hereby congratulate Mr. and Mrs. Gargano on the birth of their son Mario Carmen,

and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Pat Gargano.

CONGRATULATIONS EXTENDED TO MR. AND MRS. WILLIAM HOGAN ON BIRTH OF THEIR SON BRENDAN WILLIAM HOGAN.

WHEREAS, On July 9, 1995 a new citizen came into the world, Brendan William Hogan, son of Mr. and Mrs. William Hogan, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fifteenth day of November, 1995, do hereby congratulate Mr. and Mrs. Hogan on the birth of their son Brendan, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. William Hogan.

CONGRATULATIONS EXTENDED TO MR. AND MRS. THOMAS SISKA ON BIRTH OF THEIR DAUGHTER MALLORY ANN SISKA.

WHEREAS, On June 1, 1995 a new citizen came into the world, Mallory Ann Siska, daughter of Mr. and Mrs. Thomas Siska, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fifteenth day of November, 1995, do hereby congratulate Mr. and Mrs. Siska on the birth of their daughter Mallory Ann, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Thomas Siska.

CONGRATULATIONS EXTENDED TO MR. AND MRS. VINCENT SOLFRIZZO ON BIRTH OF THEIR SON SALVATORE SOLFRIZZO.

WHEREAS, On February 23, 1995 a new citizen came into the world, Salvatore Solfrizzo, son of Mr. and Mrs. Vincent Solfrizzo, residents of Chicago's 13th Ward; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fifteenth day of November, 1995, do hereby congratulate Mr. and Mrs. Solfrizzo on the birth of their son Salvatore, and extend to this fine family our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Vincent Solfrizzo.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. JOHN BYRON.

WHEREAS, John "Wacky" Byron has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John "Wacky" Byron was a retired member of the Chicago Police Department, serving the citizens of the City of Chicago with enterprise and distinction; and

WHEREAS, John "Wacky" Byron was a life-long resident of the City of Chicago and a one-time member of Visitation Parish; and

WHEREAS, John "Wacky" Byron demonstrated the highest ideals of the Chicago Police Department, striving always to "Serve and Protect"; and

WHEREAS, To his beloved wife, Ruth; his children, Mary Lou Keane and John Byron; his grandchildren, Brianna and Loreal Keane; and his brothers, William and Thomas, John "Wacky" Byron imparts a legacy of wide humor, generosity and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby commemorate the life of John "Wacky" Byron and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John "Wacky" Byron.

TRIBUTE TO LATE MS. KIMBERLY ERNEST.

WHEREAS, Kimberly Ernest has been called to eternal life by the wisdom of God at the age of twenty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, The tragedy of Kimberly Ernest's death is felt by all the citizens of Chicago; and

WHEREAS, The goodness and talent that Kimberly Ernest demonstrated with such generosity and compassion is an expression of the hope and love that was so much a part of her life; and

WHEREAS, The creativity and spontaneity which Kimberly Ernest exhibited throughout her life brought spirit and warmth into the lives of many people; and

WHEREAS, The care and compassion with which Kimberly Ernest brought to her work with young children was a loving touch of her gracious heart; and

WHEREAS, To her beloved mother, Dorothy; her devoted father, Dr. J. Terry; and her loving sister, Sarah, Kimberly Ernest imparts a legacy of wide spirit, warm love and faithful devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby commemorate the grace-filled life of Kimberly Ernest and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kimberly Ernest.

TRIBUTE TO LATE MR. MICHAEL P. MAHONEY.

WHEREAS, Michael P. Mahoney has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A retired first deputy chief fire marshall of the Chicago Fire Department, Michael P. Mahoney worked his way up through the ranks, where he spent thirty-five years; and

WHEREAS, Establishing a reputation for professionalism and humanity, Michael P. Mahoney was a "fireman's fireman"; and

WHEREAS, Michael P. Mahoney began with the Chicago Fire Department in 1938 and retired in 1973; and

WHEREAS, During the seven hour forty-one minute fire which engulfed the old McCormick Place in 1967, Michael P. Mahoney helped to direct fire fighting efforts despite the subzero temperatures and the frozen hydrants; and

WHEREAS, The honesty, integrity and compassion of Michael P. Mahoney helped to endear his memory among the Chicago Fire Department; and

WHEREAS, During World War II Michael P. Mahoney served in Europe with the Seventh Armored Division as a lieutenant, gaining distinction for his bravery and leadership, while sustaining serious injuries in the line of duty, winning both the Bronze Star and two Purple Hearts; and

WHEREAS, In the great tradition of the Chicago Fire Department, Michael P. Mahoney's sons, Michael P., Jr. and Joseph serve as captains in the Chicago Fire Department, while son Patrick serves with the Des Plaines Fire Department; and

WHEREAS, To his beloved wife, Marie-Jose; his sons, Michael, Jr., Joseph, Patrick, Daniel, John and William; his stepsons, John Young and Jeffrey Young; his stepdaughters, Carolynn Hay and Deborah Young; his sister, Johan O'Connor, and his twenty-seven grandchildren, Michael P. Mahoney imparts a legacy of wit, generosity and sacrifice; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby commemorate the grace-filled life of Michael P. Mahoney and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael P. Mahoney.

TRIBUTE TO LATE MR. LOUIS MARCUCCI.

WHEREAS, Louis Marcucci has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As former president of the Gonnella Baking Company, Louis Marcucci served in that position for twenty-four years; and

WHEREAS, In 1912 Louis Marcucci began working for the Gonnella Baking Company as a delivery driver using a horse drawn wagon; and

WHEREAS, The Gonnella Baking Company was founded in late 1886 by Alessandro Gonnella, who traveled back to his native Italy to marry Marianna Marcucci, the aunt of Louis Marcucci; and

WHEREAS, Over the ensuing century, the Marcucci and Gonnella families built their bakery into a major food producer, selling fresh bread throughout the Chicago area; and

WHEREAS, Louis Marcucci graduated from Northwestern University in 1937 with a degree in business; and

WHEREAS, For more than fifty years, Louis Marcucci was a resident of Oak Park, Illinois; and

WHEREAS, With generosity and pride Louis Marcucci was president of the Chicago chapter of the philanthropic Giovanni Pascoli Society; and

WHEREAS, To his beloved wife of fifty-six years, Norma, his daughter, Carlotta Lucchesi, his brother, and four grandchildren, Louis Marcucci imparts a legacy of enterprise, generosity and integrity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby commemorate the grace-filled life of Louis Marcucci and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Louis Marcucci.

TRIBUTE TO LATE MS. PAULINE PENN.

WHEREAS, Pauline Penn has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, In 1959, Pauline Penn founded one of Illinois' oldest and largest psychiatric rehabilitation centers known as Thresholds; and

WHEREAS, The quality of professional care and therapeutic living established by Thresholds has been due to the untiring efforts of Pauline Penn; and

WHEREAS, The work of Thresholds has been conducted at seventeen service locations and more than thirty residences, reflecting the competence and skill that Pauline Penn established; and

WHEREAS, A resident of Chicago's near north side, Pauline Penn was still active in Thresholds and the National Council of Jewish Women; and

WHEREAS, The method of recovery promoted by Pauline Penn and established at Thresholds stressed the independence of individual psychiatric patients; and

WHEREAS, In the 1950s, Pauline Penn established this method of recovery for the benefit and well-being of patients in the Chicago area; and

WHEREAS, To her beloved sons, David and Richard, her five grandchildren and one great-grandchild, Pauline Penn imparts a legacy of generosity, compassion and enlightenment; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby commemorate Pauline Penn for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Pauline Penn.

TRIBUTE TO LATE MS. ROSE PLUNKETT.

WHEREAS, Rose Plunkett has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, As a co-founder and chairman of Plunkett Furniture and Carpet Co., Rose Plunkett helped the fine quality furniture retailer expand to ten locations in the Chicago and St. Louis areas; and

WHEREAS, The matriarch of Plunkett Furniture and Carpet Co., Rose Plunkett continued to work into her eighties overseeing the quality and enterprise of the family business; and

WHEREAS, A native of Stradone, County Cavan, Ireland, Rose Plunkett came to the United States in 1928 and married her childhood sweetheart, Hugh Plunkett; and

WHEREAS, Having helped her husband to complete law school, Rose Plunkett helped to co-found the South Wabash Avenue furniture store in 1931; and

WHEREAS, To her sons, John and Hugh, Jr.; her daughter, Mary Madden; her eleven grandchildren and twenty-one great-grandchildren, Rose Plunkett imparts a legacy of dramatic enterprise, warm Celtic humor and expressive faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby commemorate the grace-filled life of Rose Plunkett and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rose Plunkett.

CONGRATULATIONS EXTENDED TO MR. ROBERT W. GALVIN ON RECEIPT OF 1995 WORLD TRADE CENTER CHICAGO ASSOCIATION AWARD AND DECEMBER 4, 1995 DECLARED "ROBERT W. GALVIN DAY IN CHICAGO".

WHEREAS, Robert W. Galvin will be honored by the World Trade Center Chicago Association at its Second Annual Award Dinner on Monday, December 4, 1995; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Robert W. Galvin, Chairman of the Executive Committee of Motorola, Inc., will be the 1995 World Trade Award recipient; and

WHEREAS, Robert W. Galvin began his career with Motorola, Inc. in 1940 and has continued to provide dramatic leadership there for more than fifty-five years; and

WHEREAS, Robert W. Galvin held the senior executive position with the company from 1959 until January 11, 1990, at which time he became chairman of the executive committee; and

WHEREAS, Robert W. Galvin continues to serve as a full time officer of Motorola, Inc.; and

WHEREAS, Robert W. Galvin is an alumnus of the University of Notre Dame and the University of Chicago; and

WHEREAS, Robert W. Galvin is currently a member of the board of trustees of the Illinois Institute of Technology, having previously served as board chairman; and

WHEREAS, Robert W. Galvin has been a tireless contributor to the enterprise and commerce of the City of Chicago; and

WHEREAS, Robert W. Galvin has creatively enhanced international and domestic markets through his enterprise and ability; and

WHEREAS, Robert W. Galvin has successfully brought fresh wisdom and wide wit to the commerce of world trade; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby congratulate Robert W. Galvin on the reception of this distinctive honor and do hereby extend our best wishes for continued blessings in the future; and

Be It Further Resolved, That December 4, 1995 be declared "Robert W. Galvin Day in the City of Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert W. Galvin.

CONGRATULATIONS EXTENDED TO DETECTIVE RON HOHENSTEIN ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Detective Ron Hohenstein, Star 20175, Area 1 Property Crimes, is retiring from the Chicago Police Department after thirty-five years of dedicated service; and

WHEREAS, The Chicago City Council has been informed of this by Alderman Edward M. Burke; and

WHEREAS, Detective Ron Hohenstein joined the Chicago Police Department in January, 1961 and will remain on the force through January, 1996, with three years service in Naples, Florida; and

WHEREAS, During his service on the Chicago Police Department, Detective Ron Hohenstein received twenty-four honorable mentions and twelve complimentary letters reflecting his dedication to the people of the City of Chicago; and

WHEREAS, During his years of service to the Chicago Police Department, Detective Ron Hohenstein was assigned to the old 38th District, now the 19th District; being assigned to Area 1 following his return from Florida in 1971; and

WHEREAS, From 1955 to 1957, Detective Ron Hohenstein served in the United States Navy, attaining the rank of petty officer third class; and

WHEREAS, The integrity, enterprise and devotion of Detective Ron Hohenstein is a lasting tribute to his desire to "Serve and Protect"; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby congratulate Detective Ron Hohenstein for his lifetime of service to the people of Chicago and do hereby extend our best wishes upon his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Detective Ron Hohenstein.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN NATARUS (42nd Ward):

RECOGNITION EXTENDED TO REVEREND CHARLES FASO FOR HIS CONTRIBUTIONS AS PASTOR OF SAINT PETER'S CHURCH AND CONGRATULATIONS ON BEING NAMED CHAIRPERSON OF SAINT PETER'S CAPITAL CAMPAIGN.

WHEREAS, The Reverend Charles Faso, O.F.M., the Chicago Loop's "curbside confessor" will be stepping down as pastor of Saint Peter's Church to become chairperson of the Saint Peter's Capital Campaign; and

WHEREAS, The Chicago City Council has been informed of this by Alderman Edward M. Burke and Alderman Burton F. Natarus; and

WHEREAS, As pastor of Saint Peter's Church in the Loop since 1988, the Reverend Charles Faso has brought renewed energy to the pastoral life of both the parish and the Chicago business district; and

WHEREAS, As a member of the Franciscan Order, the Reverend Charles Faso has honored the charism of his community while bringing the hope of the Gospel to thousands who come to Saint Peter's daily; and

WHEREAS, The liturgical life of parish community has been enhanced by the expertise and leadership of the Reverend Charles Faso, establishing a renewed awareness of the spiritual life in the Chicago Loop; and

WHEREAS, During the twenty-eight years of his priesthood, the Reverend Charles Faso has given great service to the people of God by his commitment, generosity and enterprise; and

WHEREAS, The quality of life in both the Chicago Loop and in the City of Chicago has been enhanced by the presence and efforts of the Reverend Charles Faso; and

WHEREAS, The Reverend Charles Faso will celebrate his final mass as pastor of Saint Peter's on Thanksgiving Day, November 23, 1995, at 10:00 A.M.; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby congratulate the Reverend Charles Faso on his years of extraordinary ministry in the Chicago Loop as pastor of Saint Peter's and do hereby extend our best wishes for all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend Charles Faso, O.F.M..

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. THOMAS M. HOWLEY.

WHEREAS, God in his almighty wisdom has called Thomas M. Howley to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Mr. Howley is survived by his loving wife, Mary Howley; his children, John, Mike, Jim, Mary Ann and Ellen Howley; his sisters, Anna Silha and Theresa Haungs, and his many nephews; and

WHEREAS, Thomas Howley has been a longtime resident of the Beverly neighborhood on the south side of Chicago; and

WHEREAS, Mr. Howley worked as a draftsman for twenty-four years at the Marblehead Lime Company in Chicago, Illinois and Blue M Company in Blue Island, Illinois for the thirteen years following; and

WHEREAS, Since retiring in 1994, Mr. Howley worked part-time at the *Chicago Tribune*; and

WHEREAS, Thomas Howley was a loyal member of the Holy Name Society at Saint John Fisher Parish; and

WHEREAS, While Thomas Howley will surely be missed by his family and friends, his memory will live on in their hearts to serve as a shining example of hard work and dedication, giving them the strength to press on with God's divine plan; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this fifteenth day of November, 1995, do hereby extend our sincerest condolences to the family of Thomas M. Howley and express our appreciation to the Howley family for his contributions to his community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas M. Howley.

CONGRATULATION EXTENDED TO SERGEANT LOUIS J. FRAZER ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Sergeant Louis J. Frazer, Star 2265, has announced his retirement from the Chicago Police Department after twenty-nine years of dedicated service to the citizens of Chicago; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Sergeant Frazer began his career with the Chicago Police Department in November of 1966 assigned to the 21st District; and

WHEREAS, Sergeant Frazer was promoted to detective in March of 1971 assigned to Area 2 Violent Crime and in June of 1978 he received a promotion to sergeant assigned again to the 21st District; and

WHEREAS, Sergeant Frazer, during his long and distinguished career, was recognized for his fine police work in receiving a department commendation in 1988, the unit meritorious award in 1982, sixty-eight honorable mentions and fourteen complimentary letters; and

WHEREAS, Sergeant Frazer, a graduate of Saint Theodore Grammar School and Lindblom High School, was a member of United States Armed Forces serving in the Navy from 1958 to 1962, honorably discharged with the rank of seaman; and

WHEREAS, Sergeant Frazer, throughout his career, upheld the finest traditions of the Chicago Police Department and was respected for his character, intelligence and courage by all who served with him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of November, 1995, do hereby congratulate and pay tribute to Sergeant Louis J. Frazer for his twenty-nine years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Louis J. Frazer.

CONGRATULATIONS EXTENDED TO MS. LOUISA C. JOHNSON ON HER NINETIETH BIRTHDAY.

WHEREAS, Louisa Contino Johnson will be celebrating her ninetieth birthday on November 15, 1995; and

WHEREAS, The Chicago City Council has been made aware of this milestone birthday by Alderman Virginia A. Rugai; and

WHEREAS, Louisa was born in Bayone, New Jersey to Italian immigrant parents. Louisa moved to Chicago and lived at 81st and Marshfield Avenue, then moved to the Beverly area twenty-five years ago where she lived with her sister, Ida; her brother-in-law, Ray Garlenger; and her husband, Ray Johnson; and

WHEREAS, Louisa married her wonderful husband, Raymond Johnson, on December 18, 1930. She was a devoted wife to Ray while he was recovering from tuberculosis in a sanitarium. They helped raise her nephew Raymond Garlenger and she is now the proud great aunt of two nieces, Gail and Gwen; and

WHEREAS, Louisa was a woman ahead of her times. She worked full time at the Blackstone Hotel and the Drake Hotel as a receptionist. She also worked at the Chicago Address and Printing Company for many years; and

WHEREAS, Louisa enjoys good mental and physical health. She also enjoys cooking delicious Italian meals and is generous to a fault. Louisa and her sister Ida are now widows who miss their husbands dearly. Together they maintain a beautiful home on Oakley Avenue and are loved by family, friends and neighbors; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this fifteenth day of November, 1995, do hereby extend our sincere congratulations and best wishes to Louisa Contino Johnson on this happy occasion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Louisa Contino Johnson.

Presented By

ALDERMAN TROUTMAN (20th Ward).

TRIBUTE TO LATE MS. EUNICE ADRIENNE JOHNSON WHITMAL CROOK.

WHEREAS, God in his infinite wisdom has called to her eternal reward Eunice Adrienne Johnson Whitmal Crook, beloved citizen, matriarch and friend, November 7, 1995; and

WHEREAS, Born June 20, 1914, in Shreveport, Louisiana, the former Eunice Adrienne Johnson was one of three children born to Estell Williams and Robert Johnson. She, with her sister, Vivian Johnson Horton and her brother, Elton Williams were nurtured by a loving family and in the decades that followed she became one who nurtured, enthused and enlightened not only her own three children, but eventually fifteen grandchildren, twenty great-grandchildren, and a good many nieces and nephews as well; and

WHEREAS, A deeply religious person, Eunice Adrienne Johnson Whitmal Crook was one of the original members of Claire United Methodist Church, and the congregation of that great institution became her extended family. She tirelessly and devotedly raised funds for the church, took part in food provisions to the needy long before government-funded program began, offered support to the underprivileged, and became admired not only for her charity, but also for her artistry -- she had a particular flair for quilting and her handiwork was highly prized. She was also an avid gardener and her flower garden was said to be the healthiest and most beautiful in all Lawndale, the Chicago neighborhood where she resided for many years; and

WHEREAS, Eunice Adrienne Johnson Whitmal Crook lived to enjoy the growth and prosperity of three succeeding generations, whom she continually inspired not only with her Bible readings, but with her example as a loving and caring friend. Her first marriage to Nathaniel Whitmal ended in divorce, and her parents, brother, sister and her second husband, John Henry Crook, all predeceased her. She leaves to remember her loving ways and to celebrate her wonderful life her children, Iris Mae Whitmal Troutman, Lois Jean Whitmal Parks and Nathaniel, Jr.; grandchildren, Benjamin L. Troutman, Jr., Gayle Troutman Jeffers, Audrey E. Troutman Burford, Faye E. Troutman, 20th Ward Alderman Arenda Troutman, James I. Troutman, Sr., Diana L. Troutman Runcie, Lois J. Troutman Miller, Iris L. Troutman, Philip R. Troutman, Anderson Nathaniel Parks, Michael Anthony Parks, Nathaniel Whitmal III and Angela Whitmal; twenty great-grandchildren, nieces, nephews, other relatives and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, A.D., do hereby express our sorrow on the passing of Eunice Adrienne Johnson Whitmal Crook, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Eunice Adrienne Johnson Whitmal Crook.

Presented By

ALDERMAN MEDRANO (25th Ward):

CONGRATULATIONS EXTENDED TO OFFICER DONALD R. JOHNSON ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, His peers and many friends will gather December 15, 1995 to honor Chicago Police Officer Donald R. Johnson, who is retiring after over three decades of outstanding service to the people of Chicago; and

WHEREAS, Officer Donald R. Johnson, Star 15855, represents the highest standard of public service, and the leaders of this great City are indeed proud of his accomplishments and successes as one of "Chicago's Finest"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, A.D., do hereby express our gratitude and our heartiest congratulations to Chicago Police Officer Donald R. Johnson who is retiring from twenty-four years of outstanding public service, and we extend to this fine citizen our very best wishes for continuing success in all his endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Officer Donald R. Johnson.

Presented By

ALDERMAN SUAREZ (31st Ward):

CONGRATULATIONS EXTENDED TO UNITED STATES MARINE CORPS ON ITS TWO HUNDRED TWENTIETH ANNIVERSARY AND NOVEMBER 9 -- 16, 1995 DECLARED "UNITED STATES MARINE CORPS RECOGNITION WEEK IN CHICAGO".

WHEREAS, On November 10, 1775, the Continental Congress mandated "that two battalions of Marines be raised, consisting of one colonel, two lieutenant colonels, two majors, and other officers as usual in other regiments; and that they consist of an equal number of privates with other battalions; that particular care be taken, that no person appointed to office, or enlisted into said battalions, but such as are good seamen, or so acquainted with maritime affairs as to be able to serve for and during the present war between Great Britain and the colonies, unless dismissed by order of Congress: that they be distinguished by the names of the first and second battalions of American Marines"; and

WHEREAS, On November 10, 1995, the United States Marine Corps will celebrate its two hundred twentieth birthday; and

WHEREAS, The United States Marine Corps, throughout its tremendous history, has never failed to answer our nation's clarion call to duty in time of war or peace; and

WHEREAS, The proud men and women of the United States Marine Corps have served courageously from the Revolutionary War to the present; and the self-sacrifice and courage of the Marine Corps have been an inspiration to all Americans and foreign nations who enjoy and treasure the blessings of freedom; and

WHEREAS, The United States Marines have always been true to their motto: *Semper Fidelis* ("Always Faithful"); now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, do hereby declare that the week of November 9 -- 16, 1995, be known as "United States Marine Corps Recognition Week In Chicago", and urge all citizens to acknowledge the many contributions of the United States Marine Corps.

Presented By

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO MR. ARNOLD R. WEBER ON RECEIPT OF 1995 DANIEL R. BURNHAM DISTINGUISHED LEADERSHIP AWARD.

WHEREAS, Arnold R. Weber has honorably served as president of Northwestern University from 1985 to 1995; and

WHEREAS, Arnold R. Weber was provost and professor of economics and public policy at Carnegie-Mellon University; and

WHEREAS, Arnold R. Weber has made numerous civic contributions; and

WHEREAS, Arnold R. Weber has over four decades of outstanding accomplishments in the areas of education and government; and

WHEREAS, Arnold R. Weber is currently chancellor of Northwestern University and president of the Civic Committee of the Commercial Club of Chicago; and

WHEREAS, The Daniel R. Burnham Distinguished Leadership Award is named after the esteemed architect Daniel R. Burnham; and

WHEREAS, The Burnham Award is given at the Chicagoland Chamber of Commerce's Annual Daniel R. Burnham Award Dinner; and

WHEREAS, The Burnham Award pays tribute to individuals who exemplify leadership and vision through their commitment and public service to the City of Chicago; and

WHEREAS, The Chicagoland Chamber of Commerce was founded in 1904 by nearly one hundred of the City's leading merchants and manufacturers; and

WHEREAS, The Chicagoland Chamber of Commerce has been the foundation by which many programs and organizations have evolved, including the introduction of daylight savings time, the creation of Fire Prevention Month and the spinning off of what are now the Chicago Crime Commission and the Chicago Convention and Tourism Bureau; and

WHEREAS, The Chicagoland Chamber of Commerce is the fastest-growing regional chamber with more than two thousand member business firms in the eight-county metropolitan area; and

WHEREAS, Arnold R. Weber represents the spirit of Daniel Burnham in terms of what he has contributed to the City of Chicago and the quality of life all of us in the metropolitan area enjoy; and

WHEREAS, Arnold R. Weber, as a university president, civic leader and corporate board member, provides a sense of leadership and vision that the citizens of Chicago, the Chicagoland Chamber of Commerce, businesses, associations and educators throughout the area can easily recognize and appreciate; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this fifteenth day of November, 1995, A.D., do hereby honor and congratulate Arnold R. Weber on the occasion of his receiving the 1995 Daniel R. Burnham Distinguished Leadership Award at the Chicagoland Chamber of Commerce's Fourth Annual Daniel R. Burnham Award Dinner, on Thursday, November 16, 1995, at the Chicago Hilton and Towers, and also extend to Arnold R. Weber our deepest gratitude for all that he has done to better the lives of the citizens of Chicago, especially our children; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Arnold R. Weber.

GRATITUDE EXTENDED TO JAPANESE CHAMBER OF COMMERCE AND INDUSTRY OF CHICAGO AND J.C.C.C. FOUNDATION FOR GRANT TO WILLIAM B. OGDEN ELEMENTARY SCHOOL.

WHEREAS, The William B. Ogden Elementary School received a Five Thousand Dollar grant from the Japanese Chamber of Commerce and Industry of Chicago and the J.C.C.C. Foundation; and

WHEREAS, The donation will be used by the public elementary school, which serves a racially and ethnically diverse population of Chicago's near north side, to fund a new computer lab; and

WHEREAS, This support from the Japanese Chamber of Commerce and Industry of Chicago for this ethnically diverse inner-city school is a step that will help erase racism; and

WHEREAS, The J.C.C.C. represents five hundred thirty-eight Japanese owned companies in Illinois which together employ more than 42,750 people; and

WHEREAS, Over the past seven years the J.C.C.C. Foundation has donated more than Seven Hundred Thousand Dollars to fund creative educational initiatives in the Chicago area; and

WHEREAS, The school came to the attention of the J.C.C.C. through the work done by the Friends of Ogden School, a unique public/private partnership which raised more than Three Hundred Fifty Thousand Dollars to rebuild the deteriorating playground at the school; and

WHEREAS, Ms. Marilyn Miglin is the playground campaign chairperson who observed that "They are helping give our children the tools they need to compete in a technologically advanced society with instant worldwide communication"; and

WHEREAS, Two years ago the Friends of Ogden School launched their campaign to turn the asphalt playground at the school into a recreational resource for the entire community; and

WHEREAS, The final phase of the project has been embarked upon; and

WHEREAS, Many of the J.C.C.C. members live in the River North area and deserve recognition for their effort to give something back to the community and help foster better understanding between two cultures; and

WHEREAS, Mr. Ralph Fujimoto, a Gold Coast resident, and formerly of Ernst & Young, worked to establish the J.C.C.C. Foundation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fifteenth day of November, nineteen hundred and ninety-five, A.D., do hereby honor and congratulate the Japanese Chamber of Commerce and Industry of Chicago and the J.C.C.C. Foundation for their generous grant to the William B. Ogden Elementary School; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Japanese Chamber of Commerce and Industry of Chicago and the J.C.C.C. Foundation.

Presented By

ALDERMAN BERNARDINI (43rd Ward) And ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. JAMES M. STEWART.

WHEREAS, God in his infinite wisdom has called to his eternal reward James M. Stewart, beloved citizen, friend and public servant; and

WHEREAS, A native Chicagoan, James M. Stewart attended Saint Leo High School and Southern Illinois University, and had a distinguished career with the Research, Evaluation and Planning Department of the Chicago Board of Education; and

WHEREAS, James M. Stewart was an intensely civic-minded public servant and gave much of his time and energy to the grateful citizens of Chicago's 43rd Ward, where he worked with its Regular Democratic Organization for some twenty-five years. He was also an active member of Mark White Square V.F.W. Post 8870; and

WHEREAS, James M. Stewart leaves to celebrate his life his wife of many years, the former Maureen O'Grady; three children, Erin, Kelly and Patrick; his parents, Collette and James Stewart; sister, Kathy; brothers, Roger and Jerry; many nieces and nephews, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, A.D., do hereby express our sorrow on the death of James M. Stewart, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. James M. Stewart and family.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO MR. SAM BELEDIO ON HIS SEVENTIETH BIRTHDAY AND NOVEMBER 18, 1995 DECLARED "SAM 'BABE' BELEDIO DAY IN CHICAGO".

WHEREAS, His friends and colleagues are gathering November 18, 1995, to honor Sam "Babe" Beledio on his seventieth birthday; and

WHEREAS, Sam "Babe" Beledio owns Babe's On Milwaukee, at 4416 North Milwaukee Avenue, one of the most popular businesses on Chicago's great northwest side, where he daily greets friends and neighbors in an atmosphere of good spirits and camaraderie; and

WHEREAS, As Sam "Babe" Beledio enters a new decade, the leaders of this great City take this great opportunity to wish him continuing success and good health; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, A.D., do hereby salute Sam "Babe" Beledio on the occasion of his seventieth birthday, and in that regard do hereby declare that November 18, 1995, be known as "Sam 'Babe' Beledio Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sam "Babe" Beledio.

CONGRATULATIONS EXTENDED TO LIEUTENANT RICHARD F. KOLOMAY ON HIS RETIREMENT FROM CHICAGO FIRE DEPARTMENT.

WHEREAS, Richard F. Kolomay has retired from the Chicago Fire Department after a distinguished career spanning thirty-seven years; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Patrick J. Levar; and

WHEREAS, Richard F. Kolomay joined the Chicago Fire Department in October of 1957 and his first assignment was to Engine 14, where he remained until 1961; and

WHEREAS, From 1961 to 1976 Richard F. Kolomay was assigned to Engine 89, where he was promoted to engineer in 1976; and

WHEREAS, In 1978 he was promoted to lieutenant and assigned to Chicago O'Hare International Airport, where he has remained until his retirement on November 19, 1995; and

WHEREAS, With civic pride and patriotic enthusiasm, Richard F. Kolomay served the City of Chicago with generosity, compassion and integrity; and

WHEREAS, Through his professional career, Richard F. Kolomay has brought honor and pride to all those with whom he has served; and

WHEREAS, To his loving wife, Patricia, and their two children, Cheryl and John, Richard F. Kolomay has shown himself to be a loving husband and generous father; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting this fifteenth day of November, 1995, do hereby congratulate Richard F. Kolomay for his outstanding career of public service with the Chicago Fire Department and do hereby extend to him and his family our wishes for health and blessing on a long and happy retirement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard F. Kolomay.

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO MS. DEBORAH C. STONE ON HER NEW POSITION AS COORDINATOR OF INTERGOVERNMENTAL AFFAIRS FOR COOK COUNTY.

WHEREAS, Her many friends and associates are gathering to salute

Deborah C. Stone on November 16, 1995, as she steps down as executive director of The Metropolitan Planning Council and prepares to undertake new challenges as coordinator of Intergovernmental Affairs for Cook County; and

WHEREAS, A summa cum laude and Phi Beta Kappa graduate of Beloit College, Deborah C. Stone received her Master of Arts in Public Policy Studies from the University of Chicago. She first worked for the Saint Paul (Minnesota) Planning Department, and later came to The Metropolitan Planning Council in Chicago, first as an intern (1980), an associate planner (1981 -- 1983), senior planner (1984 -- 1990) and, ultimately, executive director (1990 -- 1995). In the past fifteen years she has been involved in virtually every phase of this great organization's projects, plans and policies, and has served as director on several key projects: Central Area Transit Circulator Project (1987 -- 1990) and Health Care for the Indigent Project (1989 -- 1990) among them; and

WHEREAS, Deborah C. Stone is a citizen of scope and vision. As a health care specialist, she serves as a policy advisor to the Chicago Board of Health. Some of her research has led to passage of state legislation for infrastructure finance and planning, and her studies on intergovernmental relations, economic development, and transit and housing issues are among the most authoritative in those fields. She has written on public policy for both major Chicago dailies; and

WHEREAS, As Deborah C. Stone assumes her new duties as coordinator of Intergovernmental Affairs for Cook County, she brings to the position stature, wisdom and experience which assure her success; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, A.D., do hereby express our gratitude and congratulations to Deborah C. Stone as she steps down as executive director of The Metropolitan Planning Council, and extend our best wishes for her success as coordinator of Intergovernmental Affairs for Cook County; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Deborah C. Stone.

CONGRATULATIONS EXTENDED TO MS. MOLLIE WEST ON HER EIGHTIETH BIRTHDAY AND JANUARY 6, 1996 DECLARED "MOLLIE WEST DAY IN CHICAGO".

WHEREAS, Mollie West -- one of Chicago's vital, progressive, energetic

citizens -- is celebrating her eightieth birthday Saturday, January 6, 1996; and

WHEREAS, Mollie West began life as a handicapped child in Poland. She came to America and pioneered as a journeyman printer in what was then the exclusive province of men. Her advocacy of women's rights and her support of the women's labor movement over the decades have led not only to her own personal success, but also to the success of the many women who have entered the labor workforce since Mollie paved the way; and

WHEREAS, Symbolic of the respect of her many colleagues, Mollie West has held many offices and is the recipient of numerous awards. She is a founding member of the Coalition of Labor Union Women, and among her many achievements are the election of women to the Chicago Federation of Labor Council and the establishment of an annual labor movement tribute to women; and

WHEREAS, The leaders of our great City of Chicago -- as individuals and as representatives of a grateful public -- find inspiration in the example of citizens like Mollie West; 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 salute one of Chicago's most respected citizens, Mollie West, on her eightieth birthday, and in that regard do hereby declare that January 6, 1996, be known as "Mollie West Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mollie West.

RECOGNITION OF OFFICE OF CITY CLERK, CITY COUNCIL DIVISION, FOR EXEMPLARY PROFESSIONALISM AND DEDICATION.

WHEREAS, At each and every meeting of the Chicago City Council, the employees of the Office of the City Clerk work diligently to assure the efficient operation of the meeting and the proper processing of Council business; and

WHEREAS, At some times during each year, it becomes necessary for the Council to convene for a number of meetings in short succession in order to conduct the City's business; and

WHEREAS, On those occasions the men and women of the City Council Division of the Office of the City Clerk are called upon to work around the clock, seven days a week in order to produce the Council Journal and other official documents; and

WHEREAS, This season in which the City budget is debated and passed is the heaviest period of day and night work of the year, enabling us, the City Council, to function smoothly; now, therefore,

Be It Resolved, That we, the City Council of the City of Chicago, hereby extend our thanks and appreciation to those persons on the staff of the City Council Division of the Office of the City Clerk whose diligent labor is always vital, but seldom recognized.

AMUNDSEN HIGH SCHOOL FACULTY, STAFF AND STUDENTS COMMENDED FOR ENVIRONMENTAL STUDIES PROGRAM AND PRODUCTION OF MUSICAL PLAY ENTITLED "CHILDREN OF THE EARTH".

WHEREAS, Amundsen High School on Chicago's great north side, and the Amundsen Players, have announced their production of a new musical play, *Children of the Earth*, written by Amundsen alumni John Lisbon Wood and Steve Shafer, a spiritual fable designed to teach and inspire a new generation to care for and maintain our environment; and

WHEREAS, Scheduled for performances during November and again, appropriately, during the week of Earth Day 1996, *Children of the Earth* is part of Amundsen's focus on environmental studies, a commendable effort spearheaded by the school's principal, Dr. Edward Klunk, and carried out by teachers and students. The play's director is Joe Schoffner, and the musical supervisor is Bill Spain, both of whom teach at Amundsen High; and

WHEREAS, *Children of the Earth* depicts endangered animals coping with the threat of extinction by a careless, unfeeling enemy assumed to be human, and carries an inspiring lesson which should be well understood by students and the surrounding community; and

WHEREAS, Amundsen High School is to be congratulated for this creative, entertaining and effective program of increasing awareness of the environment in the generations who follow us and in whom we place so much hope for a better world; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifteenth day of November, 1995, commend Dr. Edward Klunk, principal, as well as the faculty, staff and students of Amundsen High School for embracing a positive and fruitful program of environmental studies, and in that regard we call attention to the production of *Children of the Earth* by Amundsen alumni John Lisbon Wood and Steve Shafer, which is being performed by the Amundsen Players this month and during the week of Earth Day 1996; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Amundsen High School.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
TILLMAN (3rd Ward)	South Dr. Martin Luther King, Jr. Drive, at 4747 (two spaces alongside of East 48th Street at front entrance of building) at all times -- no exceptions (except for handicapped);
ZALEWSKI (23rd Ward)	West 55th Street, at 6742 -- 6744 -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
BURNETT (27th Ward)	North Wells Street, at 1437 -- at all times -- no exceptions (valet parking);
GABINSKI (32nd Ward)	West Belmont Avenue, at 1219 -- 1225 -- 4:00 P.M. to 12:00 Midnight -- daily;
BERNARDINI (43rd Ward)	North Wilton Avenue, at 2749 -- 9:00 A.M. to 12:00 Noon -- Sunday (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 1058 WEST WASHINGTON BOULEVARD.

Alderman Burnett (27th 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 Washington Boulevard, at 1058 (alongside Harpo Studios on North Carpenter Street) 7:00 A.M. to 4:00 P.M. -- daily -- tow-away zone", which were *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Direction
HOLT (5th Ward)	South Drexel Avenue, in the 7100 block -- southerly;
JONES (15th Ward)	South Claremont Avenue, from West 69th Street to West 71st Street -- southerly;
MURPHY (18th Ward)	First alley north of West 79th Place, from South Campbell Avenue to South Maplewood Avenue -- westerly;
EVANS (21st Ward)	South Vincennes Avenue, in the 9400 block -- easterly;
ZALEWSKI (23rd Ward)	South Moody Avenue, in the 6300 block -- northerly.

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times

specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
ZALEWSKI (23rd Ward)	South Harding Avenue (west side) at 5450 -- two hour limit;
O'CONNOR (40th Ward)	West Bryn Mawr Avenue, at 2400 -- 2410 -- one hour limit -- 9:00 A.M. to 6:00 P.M. -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED PARKING DURING SPECIFIED HOURS ON PORTION OF NORTH ABERDEEN STREET.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Aberdeen Street (east side) from West Washington Boulevard to West Randolph Street -- 7:00 A.M. to 4:00 P.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
BEAVERS (7th Ward)	South Kingston Avenue, at 8738 (except for handicapped);
	South Yates Boulevard, at 7315 (except for handicapped);
DIXON (8th Ward)	South Harper Avenue, at 9220 (except for handicapped);
BUCHANAN (10th Ward)	South Avenue H, at 10747 (except for handicapped);
HUELS (11th Ward)	South Lowe Avenue, at 3325 (except for handicapped);
	South Paulina Street, at 3526 (except for handicapped);
	South Union Avenue, at 3724 (except for handicapped);
	West 31st Place, at 1324 (except for handicapped);
	West 33rd Street, at 1605 (except for handicapped);
FRIAS (12th Ward)	South Christiana Avenue, at 2853 (except for handicapped);
BURKE (14th Ward)	South Sacramento Avenue, at 5232 (except for handicapped);
JONES (15th Ward)	South Artesian Avenue, at 7248 (except for handicapped);

Alderman	Location And Distance
	South Talman Avenue, at 6326 (except for handicapped);
	West 69th Place, at 2055 (except for handicapped);
STREETER (17th Ward)	South Loomis Boulevard, at 6432 (except for handicapped);
	West 71st Place, at 1318 (except for handicapped);
EVANS (21st Ward)	South Aberdeen Street, at 8026 (except for handicapped);
	South Beverly Avenue, at 9965 (except for handicapped);
	South Emerald Avenue, at 9509 (except for handicapped);
	South Marshfield Avenue, at 9112 (except for handicapped);
	South Princeton Avenue, at 9753 (except for handicapped);
	South Sangamon Street, at 8316 (except for handicapped);
	South Union Avenue, at 9005 (except for handicapped);
	West 91st Place, at 1706 (except for handicapped);
ZALEWSKI (23rd Ward)	South Keating Avenue, at 5239 (except for handicapped);
	South Melvina Avenue, at 5406 (except for handicapped);

Alderman	Location And Distance
CHANDLER (24th Ward)	South Pulaski Road, at 1614 (except for handicapped);
MEDRANO (25th Ward)	South Wells Street, at 2812 (except for handicapped);
	West 21st Street, at 1639 (except for handicapped);
OCASIO (26th Ward)	North Monticello Avenue, at 1934 (except for handicapped);
	North Troy Street, at 1731;
	West Wellington Avenue, at 2634 (except for handicapped);
BURRELL (29th Ward)	North Mason Avenue, at 2439 (except for handicapped);
	North Parkside Avenue, at 1114 (except for handicapped);
	South Waller Avenue, at 123 (except for handicapped);
GABINSKI (32nd Ward)	West School Street, at 1841 (except for handicapped);
AUSTIN (34th Ward)	South Loomis Street, at 11549 (except for handicapped);
	South Loomis Street, at 11554 (except for handicapped);
	South Wallace Street, at 10221 (except for handicapped);

Alderman	Location And Distance
BANKS (36th Ward)	North Nottingham Avenue, at 3737 (except for handicapped);
	North Osage Avenue, at 3656 (except for handicapped):
ALLEN (38th Ward)	West Melrose Street, at 6046 (except for handicapped);
HANSEN (44th Ward)	North Kenmore Avenue, at 3718 (except for handicapped);
SCHULTER (47th Ward)	North Hamilton Avenue, at 4704 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2210 WEST CARMEN AVENUE.

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 Carmen Avenue, at 2210 (Handicapped Parking Permit 10062)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 11243 SOUTH EGGLESTON AVENUE.

Alderman Austin (34th 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

Eggleston Avenue, at 11243 (Handicapped Parking Permit 3845)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6413 SOUTH HOYNE AVENUE.

Alderman Jones (15th 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 Hoyne Avenue, at 6413 (Handicapped Parking Permit C66010)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5704 NORTH KEYSTONE AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Keystone Avenue, at 5704 (Handicapped Parking Permit 7045)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTIONS OF WEST 86TH STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 15, 1961 (Council Journal of Proceedings, page 5765) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 86th Street (south side) from South Marshfield Avenue to South Ashland Avenue and West 86th Street (north side) from the first alley west of South Marshfield

Avenue, to the first alley east thereof", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 1701 NORTH CLYBOURN AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times (except for handicapped) from its current location at 2210 West Carmen Avenue to a new location at 1701 North Clybourn Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS ON PORTION OF WEST JACKSON BOULEVARD.

Alderman Burnett (27th Ward) presented a proposed ordinance to prohibit the parking of vehicles during specified hours on both sides of West Jackson Boulevard, from the first alley west of South Ashland Avenue to South Paulina Street, from 7:00 A.M. to 11:00 A.M., daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
EVANS (21st Ward)	South Normal Avenue (both sides) in the 9300 block -- 7:00 A.M. to 6:00 P.M. -- Sunday;
ZALEWSKI (23rd Ward)	West 52nd Street (south side) from South Springfield Avenue to the first alley east thereof -- at all times;
OCASIO (26th Ward)	North Troy Street (both sides) in the 1600 and 1700 blocks -- 6:00 P.M. to 6:00 A.M. -- daily;
COLOM (35th Ward)	North Lawndale Avenue (both sides) in the 2600 block -- at all times -- daily;
ALLEN (38th Ward)	North Lavergne Avenue (east side) from West Henderson Street to West School Street -- at all times -- daily;
O'CONNOR (40th Ward)	West Berwyn Avenue (both sides) in the 2700 and 2800 blocks -- at all times -- daily; West Farragut Avenue (both sides) in the 2700 and 2800 blocks -- at all times -- daily;
SCHULTER (47th Ward)	West Belle Plaine Avenue (both sides) in the 2300 block -- at all times -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF NORTH NORTH PARK AVENUE.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North North Park Avenue, in the 1500 block -- 5:00 P.M. to 12:00 Midnight -- daily (Zone 208)" and inserting in lieu thereof: "North North Park Avenue, in the 1500 block -- 5:00 P.M. to 12:00 Midnight -- Monday through Friday and at all times -- Saturday and Sunday -- no parking (Zone 208)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST SHAKESPEARE AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West Shakespeare Avenue (both sides) in the 2500 block -- daily" and inserting in lieu thereof: "West Shakespeare Avenue (both sides) in the 2500 block -- 6:00 P.M. to 6:00 A.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF EAST 14TH PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 13, 1995 (Council Journal of Proceedings, pages 7037 -- 7040) which established residential permit parking zones on portions of specified public ways by striking the words: "East 14th Place (both sides) from South Indiana Avenue to South Prairie Avenue -- at all times (Zone 394)" and inserting in lieu thereof: "East 14th Street (both sides) from South Indiana Avenue to South Prairie Avenue -- at all times (Zone 394)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 19 TO INCLUDE 1100 BLOCK OF SOUTH AUSTIN BOULEVARD.

Alderman Burrell (29th Ward) presented a proposed order to authorize the Department of Revenue, Bureau of Parking Management, to include the east side of the 1100 block of South Austin Boulevard within Residential Permit Parking Zone 19, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 103 AT SPECIFIED LOCATIONS.

Alderman Wojcik (30th Ward) presented three proposed orders directing the Commissioner of Transportation to consider extending Residential Permit Parking Zone 103 along portions of various public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Avondale Avenue, between West Eddy Street and the first alley south thereof -- at all times -- daily;

West Cornelia Avenue, between North Avondale Avenue and North Lawndale Avenue -- at all times -- daily; and

North Lawndale Avenue, between West Eddy Street and West Cornelia Avenue -- at all times -- daily.

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

Alderman Zalewski (23rd Ward) presented two proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Narragansett Avenue (east side) from West Archer Avenue to the first alley north thereof; and

South Pulaski Road, from 4601 to the first alley east thereof.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF SOUTH WOLCOTT AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to limit the speed of vehicles to twenty miles per hour between the 5600 and 5900 blocks of South Wolcott Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BURNETT (27th Ward)	South Peoria Street, at 200 (both sides of loading dock) at all times -- no exceptions;
	North Wieland Street, at 1445, to extend fifteen feet on either side of driveway -- at all times -- no exceptions;

Alderman	Location, Distance And Time
GABINSKI (32nd Ward)	North Dominick Street (east side) from a point 20 feet north of West Shakespeare Avenue, to a point 120 feet north thereof -- 6:00 A.M. to 3:00 P.M. -- Monday through Friday.

Referred -- CONSIDERATION FOR EXTENSION OF NO PARKING/ TOW-AWAY ZONE ON PORTION OF WEST MONTEREY AVENUE.

Alderman Rugai (19th Ward) presented a proposed order directing the Commissioner of Transportation to extend the no parking/tow-away zone on the south side of West Monterey Avenue, from South Hermosa Avenue to a point 70 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT INTERSECTION OF WEST 47TH STREET AND SOUTH KNOX AVENUE.

Alderman Zalewski (23rd 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 West 47th Street and South Knox Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of

traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
HAITHCOCK (2nd Ward)	West Monroe Street and South Hoyne Avenue -- "Two-Way Stop";
SHAW (9th Ward)	South Vernon Avenue and East 101st Street -- "Three-Way Stop";
BURKE (14th Ward)	South Keeler Avenue, at West 46th Street -- "Stop";
JONES (15th Ward)	West 60th Street and South Campbell Avenue -- "Slow -- Children Crossing";
	West 60th Street and South Campbell Avenue -- "Two-Way Stop";
EVANS (21st Ward)	South Green Street and West 94th Street -- "All-Way Stop";
	South Sangamon Street, at West 86th Street -- "Stop";
	West 81st Street, at South Sangamon Street -- "Stop";
	West 91st Street, at South Paulina Street -- "Two-Way Stop";
	West 92nd Street, at South Emerald Avenue -- "Stop";
ZALEWSKI (23rd Ward)	South Mason Avenue, at West 58th Street -- "Stop";

Alderman	Location And Type Of Sign
MEDRANO (25th Ward)	West Cermak Road and South Wolcott Avenue -- "Two-Way Stop";
BURNETT (27th Ward)	North Orleans Street and West Locust Street -- "Two-Way Stop";
BURRELL (29th Ward)	North Mason Avenue, at West West End Avenue -- "Stop";
HANSEN (44th Ward)	North Sheffield Avenue and West Nelson Street -- "Two-Way Stop".

Referred -- REMOVAL OF "HANDICAPPED PERMIT PARKING" SIGNS AT 829 WEST MONTROSE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to cause the removal of "Handicapped Permit Parking" signs for Handicapped Parking Permit 11388 at 829 West Montrose Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented two 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 HUELS (11th Ward):

To classify as an R1 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

the alley next north of and parallel to West 35th Street; a line 75 feet east of South Emerald Avenue; West 35th Street; and South Emerald Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

To classify as an R1 Single-Family Residence District instead of an R5 General Residence District the area shown on Map No. 7-F bounded by:

the alley next north of West Deming Place; the alley next southwesterly of and parallel to North Clark Street; West Deming Place; and North Orchard Street.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented fifteen proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance,* as follows:

Alderman	Claimant
HAITHCOCK (2nd Ward)	801 South Plymouth Court Condominium Association;
ZALEWSKI (23rd Ward)	Ms. Iolanda Caponigro;
	Mr. Henry Chudzik;

Alderman	Claimant
	Mr. Joseph J. Schury;
OCASIO (26th Ward)	Golrose Manor Condominium Association;
BURRELL (29th Ward)	Ms. Ruth Knox;
LAURINO (39th Ward)	Lincolnwood Terrace Condominium;
O'CONNOR (40th Ward)	Kwang Yul Lee;
BERNARDINI (43rd Ward)	The Portals at Grant Place Condominiums;
	515 West Belden Townhome Association;
	1872 North Clybourn Loft Condominium Association;
	2626 Lakeview Condominium Association;
SCHULTER (47th Ward)	4650 North Hermitage Condominium Association;
M. SMITH (48th Ward)	1431 -- 1433 West Rascher Condominium Association;
STONE (50th Ward)	Oakley Place Condominium Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN SHAW (9th Ward):

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST HISTORIC PULLMAN FOUNDATION.

Four proposed orders reading as follows (the italic heading in each case not being a part of the order):

Annual Building Inspection Fees.

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrants of collection for annual building inspection fees charged to the Historic Pullman Foundation, as follows:

Warrant Number	Amount	Address
B1-111193	$79.00	11111 South Forrestville Avenue
B1-220840	79.00	11111 South Forrestville Avenue
B1-313146	79.00	11111 South Forrestville Avenue

Annual Mechanical Ventilation Inspection Fees.

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrants of collection for annual mechanical ventilation inspection fees, charged to the Historic Pullman Foundation, as follows:

Warrant Number	Amount	Address
F4-116680	$26.00	11111 South Forrestville Avenue
F4-218889	26.00	11111 South Forrestville Avenue
F4-303403	26.00	11111 South Forrestville Avenue
F4-417996	40.00	11111 South Forrestville Avenue

Annual Public Place Of Assembly Inspection Fee.

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrants of collection for annual public place of assembly inspection fees, charged to the Historic Pullman Foundation, as follows:

Warrant Number	Amount	Address
B3-101179	$46.00	11111 South Forrestville Avenue
B3-202793	46.00	11111 South Forrestville Avenue
B3-301289	46.00	11111 South Forrestville Avenue
B3-403334	60.00	11111 South Forrestville Avenue

Warrant Number	Amount	Address
B3-500854	$60.00	11111 South Forrestville Avenue

Annual Refrigeration/Air-Conditioning Inspection Fees.

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrants of collection for annual refrigeration/air-conditioning inspection fees, charged to the Historic Pullman Foundation, as follows:

Warrant Number	Amount	Address
C2-201174	$64.00	11111 South Forrestville Avenue
C2-320153	64.00	11111 South Forrestville Avenue

Alderman Shaw moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed.*

On motion of Alderman Shaw, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 9, CHAPTER 112, SECTION 450 OF MUNICIPAL CODE OF CHICAGO TO INCREASE PENALTY FOR TAXICAB DRIVERS' REFUSAL TO PROVIDE TRANSPORTATION SERVICE.

Also, a proposed ordinance to amend Title 9, Chapter 112, Section 450 of the Municipal Code of Chicago, which would impose a sixty day license suspension for the first offense and permanent license revocation for the second offense upon any taxicab driver who refuses to provide transportation service to any person, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- STANDARDIZATION OF PORTION OF SOUTH TORRENCE AVENUE AS "HENRY FORD DRIVE".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Torrence Avenue, between East 122nd Street and East 130th Street, as "Henry Ford Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or

attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Castro Corporation, doing business as La Guadalupana -- for one canopy at 3215 West 26th Street; and

Mr. Eliberto Mendia -- for one canopy at 3105 West Cermak Road.

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO REVISIT DOMESTIC ABUSE LAWS WITH VIEW TOWARD PROVIDING FOR FELONY CHARGES IN SEVERE CASES.

A proposed resolution urging the Illinois General Assembly to revisit domestic abuse laws for the purpose of amending the content and providing for felony charges in severe cases of abuse, which was *Referred to the Committee on Human Relations.*

Presented By

ALDERMAN MURPHY (18th Ward) And ALDERMAN WOJCIK (30th Ward):

Referred -- DEPARTMENT OF PERSONNEL REQUESTED TO AMEND PERSONNEL CODE TO REQUIRE POLICE CANDIDATES TO SIGN AFFIDAVIT OF NON-AFFILIATION WITH STREET GANGS.

A proposed resolution requesting the Department of Personnel to amend the City's Personnel Code by requiring candidates for the position of police officer to sign affidavits of non-affiliation with any street gangs and establishing a penalty of one year incarceration, a $1,000.00 fine and mandatory termination

from the Department of Police for making a false statement, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN WOJCIK (30th 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 WITHIN THIRTIETH 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, respectively, within the geographical boundries of the 30th Ward, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERMAN WOJCIK (30th Ward),
ALDERMAN SUAREZ (31st Ward) And
ALDERMAN MELL (33rd Ward):**

Referred -- AMENDMENT OF TITLE 11, CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 720 REQUIRING RETROACTIVE PAYMENT OF WATER AND SEWER CHARGES IN CASES OF ILLEGAL DWELLING CONVERSIONS.

A proposed ordinance to amend Title 11, Chapter 12 of the Municipal Code of Chicago by the addition of a new Section 720 which would authorize the Department of Water to request additional water and sewer payments to

compensate for extra usage of water and sewer facilities, for a period of five years prior to the date of a Building Department inspection which determines that an illegal dwelling conversion has taken place, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF MANHOLE AT 4014 WEST GRAND AVENUE.

A proposed order authorizing the Commissioner of Sewers to construct a new manhole on the sidewalk of 4014 West Grand Avenue, in front of the Gendex Corporation, for the purpose of testing water, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN "RETRO ON ROSCOE FESTIVAL".

A proposed order authorizing the City Comptroller to waive the Food Vendor and Itinerant Merchant License fees in the amount of $875.00 for the participants in The Roscoe Village Neighbors "Retro On Roscoe Festival", which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3460 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Dr. Stefan J. Pressling to construct, maintain and use one canopy to be attached or attached to the building or structure at 3460 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTY AT 1414 WEST WILLOW STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1414 West Willow Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 4646 NORTH CUMBERLAND AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Vincent Sign Co., Inc. to install a sign/signboard at 4646 North Cumberland Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AMENDMENT OF TITLE 5, CHAPTER 12, SECTION 080(c) OF MUNICIPAL CODE OF CHICAGO CONCERNING SECURITY DEPOSIT INTEREST RATES UNDER RESIDENTIAL LANDLORD AND TENANT ORDINANCE.

A proposed ordinance to amend Title 5, Chapter 12, Section 080(c) of the Municipal Code of Chicago by changing the interest rate paid by landlords on security deposits under the Residential Landlord and Tenant Ordinance from a rate of five percent per year to a rate which is equal to the one-year treasury bill market yield at time of deposit, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Grate Sign to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

7230 West Foster Avenue; and

7236 West Foster Avenue.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF 1996 ANNUAL APPROPRIATION ORDINANCE WITHIN DEPARTMENT OF STREETS AND SANITATION.

A proposed amendment to the 1996 Annual Appropriation Ordinance by

revising amounts appropriated for various positions within the Department of Streets and Sanitation, which was *Referred to the Committee on the Budget and Government and Operations.*

Referred -- AMENDMENT OF YEAR XXII COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE TO INCREASE FUNDS WITHIN DEPARTMENT OF PLANNING AND DEVELOPMENT.

Also, a proposed amendment to the Year XXII Community Development Block Grant Ordinance which would increase funds within the Department of Planning and Development for the Community Development Law Project, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Broadacre Management Company -- to install, maintain and use a triple compartment grease basin in the public way adjacent to 474 North Lake Shore Drive;

Lake and Wells Parking Venture -- to maintain and use twelve caisson bells in the public way adjacent to 177 North Wells Street;

Old Colony Building -- to maintain and use three vaults in the public way adjacent to 407 South Dearborn Street; and

Park Hyatt Hotel -- to maintain and use a vaulted sidewalk space in the public way adjacent to 800 North Michigan Avenue.

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO AMERICAN FREEHOLDS.

Also, a proposed ordinance to repeal an ordinance passed by the City Council on June 16, 1994 (Council Journal of Proceedings, pages 52117 through 52120) which granted permission to American Freeholds for construction, maintenance and use of twelve bay windows over the public right-of-way along East Pearson Street, adjacent and attached to the building located at 830 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 or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Barry Realty, Inc. -- for one canopy at 14 West Elm Street;

John Buck Company -- for one canopy at 250 South Franklin Street;

Randolph Flower Shop -- for one canopy at 59 East Lake Street; and

MS Tremont Ltd. Partnership, doing business as The Tremont Hotel -- for one canopy at 102 East Chestnut Street.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Revenue to issue permits to

the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Bernard Zell Anshe Emet Day School -- for one canopy at 5219 North Clark Street; and

Park Edgewater Condominium -- for one canopy at 6101 North Sheridan Road.

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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 PERMIT:

BY ALDERMAN MURPHY (18th Ward):

Holiness is the Way Church -- for renovation of an existing church structure on the premises known as 8208 -- 8210 South Racine Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN GRANATO (1st Ward):

Center for The Hispanic Elderly, 1401 North California Avenue.

BY ALDERMAN OCASIO (26th Ward):

East Seals GM Annex, 3423 West North Avenue

BY ALDERMAN AUSTIN (34th Ward):

Roseland Community Hospital, 45 West 111th Street.

BY ALDERMAN ALLEN (38th Ward):

Saint Mary of Providence Home for Intermediate Care and Development, 4200 North Austin Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Covenant Home of Chicago, 2725 West Foster Avenue.

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center, 836 West Wellington Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MEDRANO (25th Ward):

Chinese Benevolent Association, 250 West 22nd Place -- annual building inspection fee.

BY ALDERMAN AUSTIN (34th Ward):

Assumption/Saint Catherine of Genoa, 640 West 118th Street -- annual building inspection fees (2).

BY ALDERMAN ALLEN (38th Ward):

Saint Mary of Providence Home for Intermediate Care and Development, 4250 North McVicker Avenue -- annual institutional inspection fee.

BY ALDERMAN O'CONNOR (40th Ward):

Anixter Center for Rehabilitation and Training of Disabled Children, 2045 West Jarvis Avenue -- annual building inspection fee.

Anixter Center for Rehabilitation of Disabled Children, 2028 North Clybourn Avenue -- annual boiler and unfired pressure vessels inspection fees

Byron Center/The Anixter Center, 6050 North California Avenue -- semi-annual elevator inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Safer Foundation, various locations -- semi-annual elevator inspection fees, annual building inspection fee, annual sign inspection fees, annual mechanical ventilation inspection fee and annual fuel burning equipment inspection fee (5).

BY ALDERMAN HANSEN (44th Ward):

Jane Adams Center, 3212 North Broadway -- annual sign inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital and Medical Center, 4531 North Winchester Avenue -- annual driveway usage fees.

BY ALDERMAN M. SMITH (48th Ward):

Swedish American Museum Center, 5211 North Clark Street -- semi-annual elevator inspection fee, annual building inspection fee and annual sign inspection fee.

REFUND OF FEES:

BY ALDERMAN SHAW (9th Ward):

Ministry of Outreach Development, 10558 South Michigan Avenue -- refund in the amount of $272.00.

BY ALDERMAN JONES (15th Ward):

Church of God Day Care Center, 1738 West Marquette Road -- refund in the amount of $75.00.

BY ALDERMAN GABINSKI (32nd Ward):

Roscoe Village Neighbors, 2000 West Roscoe Street -- refund in the amount of $875.00.

BY ALDERMAN AUSTIN (34th Ward):

Roseland Community Hospital, 45 West 111th Street -- refund in the amount of $300.00.

WAIVER OF FEE:

BY ALDERMAN AUSTIN (34th Ward):

Roseland Community Hospital, 45 West 111th Street -- waiver of Food Dispenser License fee.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN BERNARDINI (43rd Ward):

Aronson, Harold L.
Eiseman, Harvey R.
Gould, Samuel H.
Grossman, William S.
Melas, Nicholas J.
Silverman, Dolores
Solomon, Irving
Strauss, Helmut
Tannenbaum, Stanley I.

BY ALDERMAN SHILLER (46th Ward):

Grant, Law W.
Veerainder, Yeldandi A.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 8, 1995).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 8, 1995, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL CORRECTIONS.

(November 1, 1995).

Alderman Natarus moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 1, 1995, as follows:

Page 9103 -- by deleting in its entirety the twenty-third line from the top of the page and inserting in lieu thereof the words "feet west thereof -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (95-1180)".

The motion to correct *Prevailed.*

(October 2, 1995).

Alderman Stone moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Monday, October 2, 1995, as follows:

Page 8054 -- by deleting the words "a sign/signboard" appearing in the fourth line from the top of the page and inserting in lieu thereof the words "two signs/signboards".

Page 8054 -- by deleting the word "sign" appearing in the tenth line from the top of the page and inserting in lieu thereof the word "signs".

The motion to correct *Prevailed.*

(October 2, 1995).

Alderman Natarus moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Monday, October 2, 1995, as follows:

Page 8242 -- by deleting the address "5212 South Fairfield Avenue" appearing in the second line from the top of the page and inserting in lieu thereof the address "5412 South Fairfield Avenue".

The motion to correct *Prevailed.*

UNFINISHED BUSINESS.

[Unfinished Business matters were taken up for consideration during the Reports of Committees portion of the meeting and are printed on pages 11248 through 11966 and pages 11995 and 12012 through 12061 of this Journal.]

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Ms. Jan Brady, Mrs. Sharon Hynes, Mrs. Pat Bedolan, Mrs. Therese Wodziak and Mr. Robert Brady, children of the late Honorable Frank J. Brady, former alderman of the 15th Ward.

Mrs. Adela Cepeda, Ms. Alexia Cepeda, Ms. Alicia Cepida and Ms. Laura Margarita Cepeda, wife and daughters of the late Mr. Albert Maule.

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 fifteenth (15th) day of November, 1995, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the thirteenth (13th) day of December, 1995, at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, December 13, 1995, at 10:00 A.M., in the Council Chambers in City Hall.

James J. Laski

JAMES J. LASKI,
City Clerk.