

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

**COPY**



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

---

**Regular Meeting--Wednesday, April 13, 1988**

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

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

---

**OFFICIAL RECORD.**

**EUGENE SAWYER**  
Acting Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Meeting.

*Present* -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr.

*Absent* -- Aldermen Rush, Figueroa, Stone.

---

### Call To Order.

On Wednesday, April 13, 1988 at 11:11 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman -- 43.

Quorum present.

---

### Invocation.

Father Howard A. Tuite, Pastor, Saint Felicitas Catholic Church, opened the meeting with prayer.

---

### REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 21,  
SECTION 21-42 TO INCLUDE ZONING ADMINISTRATOR  
AS MEMBER OF CHICAGO PLAN COMMISSION AND  
TO REDUCE QUORUM REQUIREMENT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, together with a proposed ordinance transmitted therewith. Two committees having been called, the Committee on Housing, and the Committee on Committees, Rules and Ethics, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith a proposed ordinance amending Chapter 21, Section 42 of the Municipal Code to include the Zoning Administrator as a member of the Chicago Plan Commission and to reduce the quorum requirement from eight to six members.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
Acting Mayor.

---

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER 36,  
SECTION 36-49 GOVERNING SOLICITATION OF  
CHARITABLE CONTRIBUTIONS ON  
PUBLIC WAY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Traffic Control and Safety:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending Chapter 36, Section 49.1 to prohibit any sale or solicitation on roadways, and amending related ordinances governing the solicitation of charitable contributions on the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
Acting Mayor.

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 104,  
SECTION 104-1 DEFINING TAXABLE AMUSEMENTS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Director of the Department of Revenue, I transmit herewith an ordinance amending Chapter 104, Section 104-1 of the Municipal Code of Chicago concerning the definition of taxable amusements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130  
BY REPEALING SECTION 130-4.12(f) CONCERNING  
OPERATING REGULATIONS FOR MOBILE  
FOOD DISPENSERS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on License*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending Chapter 130 of the Municipal Code pertaining to mobile food dispensers by repealing Section 4.12 (f).

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 173.1,  
SECTION 173.1-1(b) BY TRANSFERRING FUNCTIONS  
REGARDING STATE STREET MALL VENDORS  
FROM DEPARTMENT OF CONSUMER  
SERVICES TO DEPARTMENT  
OF PUBLIC WORKS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance amending Chapter 173.1, Section 1(b) of the Municipal Code to transfer various functions regarding vendors on State Street Mall from the Department of Consumer Services to the Department of Public Works.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

---

*Referred* -- AMENDMENT OF ORDINANCE APPROVING LOAN  
TO BLAZER SCREENPRINT COMPANY, INCORPORATED.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing an amendment to an ordinance approved on February 25, 1988 which authorized a loan to Blazer Screenprint Co., Inc.

Your favorable consideration of the ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
Acting Mayor.

---

*Referred --* SUBMISSION OF APPLICATION FOR URBAN MASS  
TRANSPORTATION ADMINISTRATION PLANNING  
GRANT FOR FISCAL YEAR 1989.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the Mayor to file an application and execute a grant contract for an Urban Mass Transportation Administration Planning Grant for Fiscal Year 1989. The City acts as applicant, recipient and administrator of the annual U.M.T.A. grant on behalf of the Region and, in this capacity, must pass through funds to the other agencies participating in the regional planning program.

Your favorable consideration of this matter will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
Acting Mayor.

---

*Referred --* ISSUANCE OF FINAL LOAN COMMITMENTS TO  
PROPOSED BORROWERS/OWNERS UNDER RENTAL  
REHABILITATION AND MULTI-UNIT  
REHABILITATION ASSISTANCE  
PROGRAMS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the Department of Housing to make six (6) loans under its MULTI Program. These loans provide for the rehabilitation of 355 units of rental housing for low-income families.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

---

*Referred* -- EXECUTION OF AGREEMENT WITH BURLINGTON  
NORTHERN RAILROAD COMPANY FOR IMPROVEMENT  
OF GRADE CROSSING AT WEST 18TH  
STREET NEAR SOUTH LOOMIS  
AVENUE.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 13, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an agreement between the City and Burlington Northern Railroad Company for the improvement of the grade crossing in 18th Street near Loomis Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

*Referred* -- EXECUTION OF REDEVELOPMENT/LOAN AGREEMENT  
WITH 4441--4447 SOUTH GREENWOOD ASSOCIATES.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, together with a proposed ordinance transmitted therewith. Two committees having been called, the Committee on Finance, and the Committee on Committees, Rules and Ethics, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the execution of a Redevelopment/Loan Agreement whereby \$535,082 in Illinois Development Action Grant funds will be loaned to the 4441--4447 S. Greenwood Associates for the acquisition and rehabilitation of 32 rental apartments for low- income families.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

---

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

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

---

*Placed On File* -- REPORTS AND DOCUMENTS OF  
COMMONWEALTH EDISON COMPANY.

The following communication from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of April 4, 1988, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company as listed below:

Statement for bills issued in April, 1988 to Illinois Commerce Commission related to Standard Contract Rider No. 20.



Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the months of January and February, 1988.

Conservation Program Clause related to the Rider No. 21, for the month April, 1988.

Annual Report for the year ended December 31, 1987 (Form 10-K), filed with the Securities and Exchange Commission."

---

*Placed On File --* ANNUAL REPORT OF LOCAL LABOR  
RELATIONS BOARD FOR FISCAL  
YEAR 1987.

Also, the Annual Report of the Local Labor Relations Board for the fiscal year 1987, for the period July 1, 1986 through June 30, 1987, submitted by Mr. William F. Spielberger, Executive Director, which was *Placed on File*.

---

*Placed On File --* RECOMMENDATIONS BY COMMISSIONER  
OF DEPARTMENT OF PLANNING AND ZONING  
ADMINISTRATOR.

Also, a communication signed by Ms. Elizabeth L. Hollander, Commissioner of Planning, under date of March 25, 1988, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held March 24, 1988, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which were *Placed on File*.

---

*Placed On File --* REPORT OF VOUCHER PAYMENTS FOR  
PERSONAL SERVICES FOR MONTH  
OF MARCH, 1988.

The City Clerk transmitted the following report received from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 11863 of this Journal.]

## PERSONAL SERVICES PAID BY VOUCHERS MARCH, 1988

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	MAR. 1988
Clarke, James M.	6490 N. Northwest Hwy	Fire	Fireman	100	535.40	535.40
Kaecker, Ronald W.	5908 W. 55th	"	"	"	6,742.31	6,742.31
Kerney, William	3700 W. 107th	"	"	"	7,322.70	7,322.70
Augustus, Robert E.	9327 S. Marquette	Mayor's Ofc.	Staff Asst.	"	2,964.00	2,439.60
Clewis, Richard	5140 W. Warwick	"	Adm. Asst.	"	42,444.00	3,537.00
Sabbia, Anthony	240 W. 23rd Pl.	Police	Policeman	"	64,264.76	64,264.76
Reidy, Paul	3342 W. 115th	Sts. & San.	Lineman	"	360.00	360.00

**City Council Informed As To Certain Actions Taken.****PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on March 30, 1988, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on April 13, 1988, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 30, 1988, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

---

**FILING OF CERTIFIED COPIES OF ORDINANCE WITH COUNTY CLERKS OF COOK AND DU PAGE COUNTIES.**

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties on the dates noted, an ordinance passed by the City Council as follows:

*Passed March 9, 1988.*

County Clerks of Cook and Du Page Counties directed to reduce the 1987 Tax Levy for Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971.

The above ordinance was filed with the County Clerk of Du Page County on April 6, 1988 and with the County Clerk of Cook County on April 13, 1988.

---

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

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

*Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.*

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

American National Bank and Trust Company, Under Trust 52477--to classify as a B5-3 General Service District instead of a C1-3 Restricted Commercial District the area shown on Map No. 7-G bounded by

West Fletcher Street; North Clark Street; West Barry Avenue; a line 276.65 feet west of North Clark Street as measured along the north line of West Barry Avenue (from the intersection of North Clark Street and West Barry Avenue); the alley next north of and parallel to West Barry Avenue; a line 203.41 feet west of North Clark Street as measured along the south line of West Fletcher Street (from the intersection of North Clark Street and West Fletcher Street).

Fred Eychaner--to classify as a Communications Planned Development by supplementing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 5-H located at

2151 North Elston Avenue.

Ibrahimm Mirshed--to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 12-G bounded by

West 51st Street; South Peoria Street; the public alley next south of and parallel to West 51st Street; a line 24.0 feet west of and parallel to South Peoria Street.

Newark Electronics--to classify as a B1-2 Local Retail District instead of an R3 General Residence District the area shown on Map No. 1-J bounded by

a line 148.9 feet south of and parallel to West Ohio Street; the public alley next east of and parallel to North Pulaski Road; a line 299.9 feet south of and parallel to West Ohio Street; North Pulaski Road.

Newark Electronics--to classify as a B1-2 Local Retail District instead of an R3 General Residence District the area shown on Map No. 1-J bounded by

West Ferdinand Street; North Harding Avenue; a line 50.0 feet south of and parallel to West Ferdinand Street; the public alley next west of and parallel to North Harding Avenue.

Property Investment Associates--to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-G bounded by

West Nelson Street; the alley next west of North Racine Avenue; the alley next north of West Wellington Avenue and a line 166 feet west of North Racine Avenue.

Purtill Foods, Incorporated--to classify as a B4-5 Restricted Service District instead of an R5 General Residence and B4-5 Restricted Service Districts the area shown on Map No. 3-E bounded by

a line 78 feet south of East Elm Street; a line from a point 78 feet south of East Elm Street and 106.81 feet east of North Rush Street as measured along the east line of

North Rush Street to a point 150.99 feet south of East Elm Street and 82.59 feet east of North Rush Street as measured along the east line of North Rush Street; a line 150.99 feet south of East Elm Street; a line from a point 150.99 feet south of East Elm Street and 73.18 feet east of North Rush Street as measured along the east line of North Rush Street to a point 153.60 feet south of East Elm Street and 74.01 feet east of North Rush Street as measured along the east line of North Rush Street; a line 153.60 feet south of East Elm Street; and North Rush Street.

Jack Rozran--to classify as a C2-5 General Commercial District instead of a C2-4 General Commercial District the area shown on Map No. 1-F bounded by

a line 50 feet south of West Chicago Avenue; the alley next east of North Wells Street; a line 100 feet south of West Chicago Avenue; and North Wells Street.

Warren Shaboz--to classify as a M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 1-G bounded by

the alley next north of and parallel to West Hubbard Street; a line 100.45 feet east of and parallel to North Noble Street; West Hubbard Street; North Noble Street.

---

*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

Also, claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

Adams Virginia, Allstate Ins. Co. and Florence Friedlander, American Ambassador Cas. Co. (5), Lessie Marshall, Marene Smith, Patricia Pruitt, Annie Mae Griffin and Mazhar Najmuddin, Anderson John H. and Kathleen B.;

Balsavich Ann M., Bootz Andrew, Bruce Tammi Jo, Buckhalter Sheila, Byer Jeffrey;

Candrea Janet, Canino Carl, Carter Henry, Cascarano Michael J., Chicago Electrical Services, Inc., Colonial Penn Ins. Co. and Emmanuel Fiedner, Cruz Benito;

Davenport John, Dempsey Raymond F., DiFoggio Mike D., Driscoll Thomas F., Driver Clementine, Durham Albert;

Economy Fire and Cas. Co. and Richard and Kathleen Zofkie, Einhorn Solomon, Elliott Valerie K., Esposito James A.;

Floyd Charles W.;

Gillis Elizabeth (Sister), Glotz William, Grabowski Patricia E.;

Hassett Cristine A., Heard Karen, Herrmann Anne, Hunter Martin;

Ioan Gimon;

Johnson Pamela L., Jones Alice M., Jordan Patrick J.;

Karamuzis Anthony, Kilkenny John, Kuczera Robert W.;

Lach Frank J., Licari Giacomo F., Longo Thomas R.;

Macias Juan, Manthey Sr. John J., Martinez Rafael, Mathews Steve, Matic Dusan, Matusevich Joseph, McMiller Bertha;

Nash Patricia L., National Car Rental System, Inc., Noyes Lynn E.;

O'Connor Breda;

Peoples Gas Light and Coke Co. (6), Peete Diane, Peterson Elizabeth, Planer James, Powell Diane M.;

Ricks Walter and Gloria, Rivas Myrt, Robinson Oliver L., Rubino Nicholas, Ruiz-Johnson Marie, Rydzewski Stanley;

Saria Sana, Schmidlin Frank, Sharp Willie Bell, Siegel Ilene Sue, Silva Mary Ann, Smyles Carolyn, Stang David A., State Farm Ins. Co. and Kathryn Petruska, Steele Terence, Stratton Steven G.;

Thomas Herbert L., Thomas Toni, Thompson James J.;

Unigard Security Ins. Co. and Eddie Cheers;

Vissering Jr. Carl;

Was Patricia, Weissman Howard B., Williams Lydia L.;

Yusim Marcy;

Zhu Guangshan.

---

*Referred* -- REQUEST FOR SPORTS FACILITIES AUTHORITY  
TO POSTPONE FILING NOTICE OF  
PUBLIC HEARINGS.

Also, a communication from Ms. Yvonne W. Dyer for George Marshall, President, South Armour Square Neighborhood Coalition, transmitting a resolution urging the Sports Facilities Authority to postpone filing notice of public hearings concerning proposed renovation of Comiskey Park until certain conditions are met, which was *Referred to the Committee on Economic Development*.

*Committee Discharged* -- ISSUANCE OF GENERAL  
OBLIGATION TENDER NOTES, SERIES  
1988 A, B AND C, OF CITY  
OF CHICAGO.

Alderman Natarus moved to suspend the rules temporarily for the purpose of discharging the Committee on Committees, Rules and Ethics from consideration of a proposed ordinance providing for the issuance of General Obligation Tender Notes, Series 1988 A, B and C, of the City of Chicago, Illinois and to re-refer said proposed ordinance to the Committee on Finance.

The Chair ruled that the motion prevailed by a viva voce vote.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the ruling of the Chair be sustained?"

Thereupon, the clerk called the roll and the yeas and nays were as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Langford, Streeter, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Austin, Giles, Natarus, Eisendrath, Hansen, Shiller, Schulter, Orr -- 25.

*Nays* -- Aldermen Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Levar, Osterman --17.

Alderman Beavers moved for a verification of the foregoing roll call vote.

The clerk re-called the roll and the ruling of the Chair was *Sustained*, by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Austin, Giles, Natarus, Eisendrath, Hansen, Shiller, Schulter, Orr -- 27.

*Nays* -- Aldermen Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Levar, Osterman --17.

Thereupon the rules were *Suspended* and said proposed ordinance was *Re- Referred to the Committee on Finance*.

**REPORTS OF COMMITTEES.**

---

**COMMITTEE ON FINANCE.**

---

---

**INVESTIGATION TO DETERMINE LEVEL OF COMPLIANCE  
WITH EXECUTIVE ORDER 85-2 BY HEALTH  
MAINTENANCE AND PREFERRED  
PROVIDER ORGANIZATIONS.**

The Committee on Finance submitted a report recommending that the City Council adopt a proposed resolution transmitted therewith, authorizing an investigation to determine the level of compliance with Executive Order 85-2 by Health Maintenance Organizations and Preferred Provider Organizations.

On motion of Alderman T. Evans, the said proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Mayor of the City of Chicago issued Executive Order 85-2 requiring the Purchasing Agent or any officer or agency of the City other than the City Council to establish a goal of awarding not less than 25% of the annual dollar value of all City Contracts to qualified Minority Business Enterprises (M.B.E.) and 5% of the annual dollar value of all City Contracts to qualified Women Business Enterprises (W.B.E.); and

WHEREAS, The City of Chicago Purchasing Agent inserts specifications for all contracts (construction and non-construction) awarded by competitive bidding, a requirement that the bidder commit to expenditure of 25% of the dollar value of the contract (including any modification thereof) with one or more M.B.E. and 5% of the dollar value with one or more W.B.E.; and

WHEREAS, This commitment may be met by the bidders status as a M.B.E. as prime contractor or by subcontracting of a portion of the work to one or more M.B.E. or W.B.E., or by any combination of the foregoing; and



WHEREAS, Each contract contains a requirement of periodic reporting by the contractor to the Purchasing Agent on all expenditures made to achieve compliance with Executive Order 85-2 including names and business addresses of each M.B.E. and W.B.E. involved in the contract, a description of the work performed and/or product or service supplied by each such M.B.E. or W.B.E., the date and amount of each expenditure, and such other information as may assist the Purchasing Agent in determining the contractor's compliance with the foregoing provisions and the status of any M.B.E. or W.B.E. performing any portion of the contract; and

WHEREAS, Health Maintenance Organizations (H.M.O.'s) and Preferred Provider Organizations (P.P.O.'s) contracting with the City of Chicago to provide prepaid health care services to the City of Chicago employees are committed to expending not less than 25% of the total dollar value of the contract (including any and all modifications and amendments thereof) with qualified M.B.E.'s and 5% with qualified W.B.E.'s; and

WHEREAS, It appears that H.M.O.'s and P.P.O.'s currently contracting with the City of Chicago have not exhausted all feasible efforts to insure significant contract participation by certified M.B.E.'s and W.B.E.'s, thereby failing to comply with Executive Order 85-2; now, therefore,

*Be It Resolved*, That the Chicago City Council, do hereby support and uphold Executive Order 85-2 and conduct an investigation to determine the level of Health Maintenance Organization and Preferred Provider Organization compliance with Executive Order 85-2; and

*Be It Further Resolved*, That any necessary corrective action be taken to facilitate compliance by H.M.O.'s and P.P.O.'s; and

*Be It Further Resolved*, That the City Council conduct an investigation as to the health services offered and rendered by Health Maintenance Organizations and Preferred Provider Organizations.

---

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS  
FOR IMPROVEMENT OF EAST 67TH STREET BETWEEN  
STONY ISLAND AVENUE AND SOUTH JEFFERY  
BOULEVARD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement in the amount of \$1,625,500.00 with the State of Illinois for improvement of 67th Street, between Stony Island Avenue and Jeffery Boulevard.

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 42.

*Nays* -- None.

Alderman Caldwell 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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of 67th Street between Stony Island Avenue and Jeffery Boulevard, described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3 of  
this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

*City-State Project Agreement.*

*Improvement Of 67th Street (F.A.U. 1530)*

*Between Stony Island Avenue And Jeffery Boulevard.*

*Federal Project No.: IX-5000 (478) (Construction).*

*IX-5000 (750) (Right-Of-Way Acquisition).*

*City Section No.:*

*State Job No.:*

*D.P.W. Project No.: B-2-091.*

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 67th Street between Stony Island Avenue and Jeffery Boulevard, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit projects; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal shares of the costs incurred in connection with the right-of-way acquisition, construction engineering/supervision, force account construction, and contract construction of the Project, as hereinafter provided, upon receipt of progressive billings supported

by documentation as required by the State and Federal Highway Administrations.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Title II and III requirements of the aforesaid Act.
5. Upon approval from the State, to let and award the contract for the Project, and to provide or cause to be provided, right-of-way acquisitions, contract construction, force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administrations.
6. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs and to prepare a complete and accurate breakdown of costs of said Project financed by the City.
7. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
8. That failure on the part of the City to fulfill its responsibilities assigned in Paragraphs 7 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

9. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
12. That said Project generally consists of the reconstruction of 67th Street between Stony Island Avenue and Jeffery Boulevard.

The existing driving surface will be removed. The pavement base will be reconstructed and a new driving surface will be applied.

The intersection of 67th Street with Jeffery Boulevard will be improved and traffic signals at this intersection will be modernized.

Existing street lighting poles will be replaced where necessary to accommodate the proposed intersection improvement. Curbs, gutters, and sidewalks will be repaired or reconstructed as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. All other appurtenances necessary to complete this Project will also be provided.

13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
14. That the estimated costs of the Project covered and described by this Agreement are as follows:

* Contract Construction .....	\$1,300,000
* Force Account Construction .....	\$155,000
* Construction Engineering/Supervision / .....	\$145,500
** Right-of-Way Acquisition .....	<u>\$25,000</u>

TOTAL: ..... \$1,625,500

- |   |  |
|---|--|
| * Construction IX-5000 (478)              |  |
| ** Right-of-Way Acquisition IX-5000 (750) |  |

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the proportional participation for the Highway portion of this Project will be:

Federal-Aid Share (IX)	
(85% of \$1,625,500) .....	\$1,381,675
Non-Federal Share (State)	
(15% of \$1,625,500) .....	<u>\$243,825</u>
TOTAL: .....	\$1,625,500

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share (State)) shall be limited to a maximum of \$243,825, for the entire Project, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

15. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
16. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1990.
18. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$1,625,500) as authorized by the City Council.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the "City" and the "State" have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

---

AMENDMENT OF ORDINANCE BY AUTHORIZING ADDITIONAL FUNDS  
FOR PROPOSED OWNERS/BORROWERS UNDER RENTAL  
REHABILITATION AND MULTI-REHABILITATION  
ASSISTANCE PROGRAMS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance previously passed on January 13, 1988, C.J.P. pp. 9595--9597, authorizing increases in the amount of City loans for the Harold Washington Apartments Limited Partnership, and Mr. Ricardo Williams, under the Rental Rehabilitation and MULTI-Rehabilitation Assistance Programs.

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 40.

*Nays -- Alderman Krystyniak -- 1.*

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has previously authorized the issuance of final loan commitments to proposed owners/borrowers under the Rental Rehabilitation and Multi-Unit Rehabilitation Assistance Programs by ordinance enacted on January 13, 1988 (the "Prior Ordinance"); and

WHEREAS, The Department of Housing has preliminarily reviewed and approved an increase in loan amounts on two (2) of the previously authorized low interest rehabilitation loans in the amount of \$379,400, said increases to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Programs funds, and wherein said increases are each in excess of \$75,000 and are more particularly described in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The prior ordinance is amended to authorize additional funding for the proposed owners/borrowers itemized in Exhibit A hereof for the respective loan amounts listed therein.

SECTION 2. Unless indicated to the contrary herein, all other provisions of the prior ordinance shall remain in full force and effect.

SECTION 3. This ordinance shall be in full force and effect by and from its date of passage.

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

*Exhibit "A".*

Owner/Borrower Address/No. Of D.U.'S	Private Financing	MULTI-Program Rental Rehab.	
1. Harold Washington Apts. Limited Partnership 4944-4956 North Sheridan Road 70 D.U.'S	\$1,871,987	Increase From: \$668,157	To: \$900,000



2. Ricardo Williams 7836 South Shore Drive 28 D.U.'S	\$580,000	\$475,000	\$622,557
		Total Increase:	\$379,400
Total Development Costs:			
Total City Funds:	\$1,522,557		
Total Private Funds:	\$2,451,987		
Total Development Costs:	\$3,974,544		
Total Dwelling Units:	98		

---

SUBMISSION OF APPLICATION TO AND EXECUTION OF GRANT  
CONTRACTS FROM FEDERAL AND STATE AGENCIES  
FOR ADDITIONAL FUNDING OF HOWARD-DAN  
RYAN PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application and the execution of grant contracts for the additional funding of the Howard-Dan Ryan Project in the amount of \$3,000,000.00 from the United States Department of Transportation, Urban Mass Transportation Administration, Illinois Department of Transportation and/or the Regional Transportation Authority.

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinances passed by the City Council of the City of Chicago as follows:

- (i) December 19, 1980 (C.J.P. 5071);
- (ii) March 6, 1981 (C.J.P. 5527);
- (iii) November 12, 1982 (C.J.P. 13322); and
- (iv) August 7, 1985 (C.J.P. 18855)

the Council authorized the submission of grant applications and the execution of grant contracts between the City and the U. S. Department of Transportation; and between the City and the Illinois Department of Transportation for the design, engineering and construction of the Howard-Dan Ryan Project in an amount up to \$142,000,000 of which \$120,700,000 is the Federal share; \$21,292,500 is the State share; and \$7,500 is the City share; and

WHEREAS, As a result of more refined cost estimates, it is necessary to apply for additional funds which will increase the total grant amount of the project from \$142,000,000 to \$145,000,000; and

WHEREAS, These funds will be allocated as follows:

	Original Budget	Additional Funds	New Budget
Federal Share	\$120,700,000	\$2,550,000	\$123,250,000
State/R.T.A. Share	21,292,500	450,000	21,742,500
City Share	<u>7,500</u>	<u>—</u>	<u>7,500</u>
	\$142,000,000	\$3,000,000	\$145,000,000

WHEREAS, It is required by U. S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant gives assurances that it will comply with the aforesaid Title VI, and the U. S. Department of Transportation regulations established pursuant thereto; and

WHEREAS, It is the goal of the applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum, feasible opportunity to compete for contracts for construction, supplies, equipment, or consultant and other services; now, therefore,

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

SECTION 1. The Mayor is authorized to file applications and amendments thereto, with the U. S. Department of Transportation, Urban Mass Transportation Administration, the Illinois Department of Transportation, and/or the Regional Transportation Authority for additional funds in an amount up to \$3,000,000 for a total project budget of up to \$145,000,000 on the Howard-Dan Ryan Project.

SECTION 2. The Mayor is further authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality, contracts and amendments thereto pertaining to the Howard-Dan Ryan Project.

SECTION 3. The Mayor is further authorized to file additional assurances and/or documents as may be required by the U. S. Department of Transportation to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended.

SECTION 4. The Mayor is further authorized to set forth and execute affirmative minority business procurement goals for the aforementioned Howard-Dan Ryan Project.

SECTION 5. The Commissioner of Public Works is authorized to furnish such additional information, and execute and file such additional assurances or other documents as the U. S. Department of Transportation, the Illinois Department of Transportation and/or the Regional Transportation Authority may require in connection with the applications.

SECTION 6. That the Commissioner of Public Works is authorized to carry out the project in accordance with federal, state and local requirements.

SECTION 7. There is hereby appropriated the sum of \$145,000,000 or such amounts as may be actually received from the U. S. Department of Transportation, the Illinois Department of Transportation and/or the Regional Transportation Authority for the Howard-Dan Ryan Project.

SECTION 8. The City Comptroller is hereby authorized to disburse such appropriated funds as are required to complete the Howard-Dan Ryan Project.

SECTION 9. This ordinance shall be effective by and from the date of its passage.

---

ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS,  
CANCELLATION OF EXISTING WATER RATES AND  
REFUND OF FEES FOR CERTAIN CHARITABLE,  
EDUCATIONAL AND RELIGIOUS  
INSTITUTIONS.

The Committee on Finance to which had been referred (November 18, 1987 and January 13, 27, February 10, 25, March 9 and 30, 1988) sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of existing water rates and refund of fees for certain charitable, educational and

religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

On separate motions made by Alderman T. Evans, each of the said proposed ordinances and order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

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

#### FREE PERMITS.

##### *Alexian Brothers Immaculate Conception Province.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Alexian Brothers Immaculate Conception Province, for the construction of a "Bonaventure House", a residence for persons with A.I.D.S. on the premises known as 825 West Wellington Avenue.

Said building shall be used exclusively for medical 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.

---

##### *Catholic Bishop Of Chicago.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic

Bishop of Chicago, 155 East Superior Street, for driveway constructions on the premises known as 6345 South Sayre Avenue; 6949 West 63rd Place; 6344 South New England Avenue; and 6914 West 64th Street.

Said driveways shall be used exclusively for church 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.

---

*E.T.A. New Theatrical Community Center.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to E.T.A. New Theatrical Community Center, for expansion project on the premises known as 7558 South Chicago Avenue.

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

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

---

LICENSE FEE EXEMPTIONS.

*Day Care Centers.*

*Center For Creative Experiences.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Center for Creative Experiences  
8515 South Stony Island Avenue.

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

---

*Fourth Church Day School/Fourth Presbyterian Church.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Fourth Church Day School/Fourth Presbyterian Church  
126 East Chestnut Street.

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

---

*Parent Cooperative For Early Learning, Incorporated.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Parent Cooperative for Early Learning, Incorporated  
5300 South South Shore Drive.

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

---

*Resurrection Day Nursery.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Resurrection Day Nursery  
1849 North Hermitage Avenue.

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

---

*Sinai Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Sinai Nursery School  
1720 East 54th Street.

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

---

*South Shore Bible Baptist Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

South Shore Bible Baptist Day Care Center  
7159 South Cornell Avenue.

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

---

*South Shore United Methodist Child Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

South Shore United Methodist Child Care Center  
7350 South Jeffery Boulevard.

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

---

*Trinidad Lutheran Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Trinidad Lutheran Day Care Center  
2846 West Cortez Street.

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

---

*Unity Lutheran Day Care.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Unity Lutheran Day Care  
5409 North Magnolia Avenue.

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

---

*Winthrop Day Care.*

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



SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Winthrop Day Care  
4848 North Winthrop Avenue.

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

---

*Zion Hill Missionary Baptist Church Day Care.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, 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 payment of the license fee for the current license period, which expires April 30, 1989:

Zion Hill M.B.C. Day Care  
1460 West 78th Street.

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

---

#### CANCELLATION OF EXISTING WATER RATES.

*Northwest Institute.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the amount of \$4,466.53, charged against Northwest Institute, 5118 West Division Street.

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

---

*South East Asian Center.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$71.85, charged against South East Asian Center, 1124 West Ainslie Street.

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

---

REFUND OF FEE.

*Soulwinners Outreach Church Of Deliverance.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the amount of \$1,737.00 to the Soulwinners Outreach Church of Deliverance (Rev. James Brown, Jr., Pastor), 750 West 90th Street, representing payment of permit fees for the construction of a new church edifice at 750 West 90th Street as follows:

Permit B-674726... \$1,651.00  
Permit B-675092... 86.00

---

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL  
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN  
CHARITABLE, EDUCATIONAL AND RELIGIOUS  
INSTITUTIONS.

The Committee on Finance, to which had been referred on March 30, 1988, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

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

Name And Address	Warrant No. And Type Of Inspection	Amount
Ada S. McKinley Community Services	B1-502775	\$34.50
6033--6051 South Wentworth Avenue	B1-713719 (Bldg.)	34.50

Name And Address	Warrant No. And Type Of Inspection	Amount
Anixter Center Rehabilitation	B1-505470	\$34.50
Training for Persons with	B1-505471	23.00
Disabilities	B1-505472	34.50
(various locations)	B1-505473	34.50
	(Bldg.)	
	P1-707623	216.00
	(Fuel Burn. Equip.)	
Center for Rehabilitation and	A1-506805	30.00
Training	(Elev.)	
6610 North Clark Street		
	B1-505673	34.50
	(Bldg.)	
Grant Hospital	A1-404585	313.00
(various locations)	(Elev.)	
	B1-311210	80.50
	(Bldg.)	
	B4-300598	69.00
	B4-500143	34.50
	B4-500481	57.50
	B4-500278	138.00
	B4-500501	57.50
	B4-500699	34.50
	B4-700586	149.50

4/13/88

## REPORTS OF COMMITTEES

11889

Name And Address	Warrant No. And Type Of Inspection	Amount
	B4-700587 (Bldg.)	\$34.50
	D1-524112	16.00
	D1-532818	38.50
	D1-524111 (Sign)	16.00
	D3-487225 (No Parking Sign)	1,425.00
	F5-700549 (Ramp)	100.00
	P1-506432 (Fuel Burn. Equip.)	1,152.00
Hyde Park Community Hospital 5800 South Stony Island Avenue	D1-426487	23.50
	D1-426488 (Sign)	23.50
	P1-407705 (Fuel Burn. Equip.)	415.00
LaRabida Children's Hospital and Research Center 6500 Promontory Drive	B4-700340	23.00
	B4-700336	46.00
	B4-700341 (Sign)	23.00
Louis A. Weiss Memorial Hospital (various locations)	A1-300558 (Elev.)	75.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	B4-400477	\$69.00
	B4-400531	92.00
	B4-400499	275.00
	B4-400441	92.00
	B4-400481 (Inst.)	69.00
	P1-305039	230.00
	P1-406276 (Fuel Burn. Equip.)	235.00
Lutheran General Hospital 427 West Dickens Avenue	B4-500581 (Inst.)	34.50
McCormick Theological Seminary 5555 South Woodlawn Avenue	B4-700469 (Fire Prevention Fee)	34.50
Moody Bible Institute 810 North LaSalle Street	B4-700142 (Fire Alarm System)	20,080.50
Northwest Home for the Aged 6300 North California Avenue	P1-312569	95.00
	P1-415205 (Fuel Burn. Equip.)	137.00
Northwest Memorial Hospital (various locations)	B4-700129	287.50
	B4-700132 (Fire Alarm System)	34.50
	P1-707562 (Fuel Burn. Equip.)	253.00

4/13/88

## REPORTS OF COMMITTEES

11891

Name And Address	Warrant No. And Type Of Inspection	Amount
Saint Anthony Hospital 2875 West 19th Street	P1-503241 (Fuel Burn. Equip.)	\$266.00
Saint Charles Lwanga 5522 South LaSalle Street	B1-603466 (Bldg.)	23.00
Saint Joseph Home for the Aged 2650 North Ridgeway Avenue	A1-502285 (Elev.)	180.00
	P1-412498 (Fuel Burn. Equip.)	406.00
Saint Joseph Hospital (various locations)	B4-500641	195.00
	B4-400442	57.50
	B4-400446	195.00
	B4-400555	230.00
	B4-500274	230.00
	B4-500639 (Inst.)	57.50
	D1-517142	28.00
	D1-517140	28.00
	D1-517141 (Sign)	28.00
	P1-509119 (Fuel Burn. Equip.)	1,667.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	D4-395508 (Sign)	\$1,264.22
	P1-409807 (Fuel Burn. Equip.)	361.00
Sertoma Children Center 4343 West 83rd Street	P1-408002 (Fuel Burn. Equip.)	20.00
Temple Beth-El of Chicago 3050 West Touhy Avenue	P1-413443 (Fuel Burn. Equip.)	43.00
Vivekananda Vedanta Society 5423 South Hyde Park Boulevard	P1-309470	40.00
	PI-504024 (Fuel Burn. Equip.)	58.00
Reverend James A. Voss 4412 North Western Avenue	B1-406037	34.50
	B1-518625 (Bldg.)	34.50
Washington and Jane Smith Home 2340 West 113th Place	B4-700141 (Sign)	69.00

On motion of Alderman T. Evans, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

---

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

The Committee on Finance, to which had been referred March 30, 1988, three proposed ordinances transmitted therewith, to authorize reduction of the annual license fee for special police employed by not-for-profit institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman T. Evans, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

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

*Hyde Park Community Hospital.*

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of the City of Chicago, the following charitable institution employs 25 special police and shall pay an annual fee of \$10.00 per license for the year 1988:

Hyde Park Community Hospital  
5800 South Stony Island Avenue.

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

---

*Michael Reese Hospital And Medical Center.*

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



SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 43 special police and shall pay a fee of \$10.00 per license for the year 1988:

Michael Reese Hospital and Medical Center  
South Lake Shore Drive at East 31st Street.

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

---

*Saint John De LaSalle School.*

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of the City of Chicago, the following charitable institution employs 6 special police and shall pay a fee of \$10.00 per license for the year 1988:

Saint John De LaSalle School  
10205 South King Drive.

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

---

INSTALLATION OF ALLEY AND STREET LIGHTS  
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass the following three proposed orders transmitted therewith:

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 2215 South Wood Street.

---

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light in front of 1758 North North Park Avenue.

---

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 5338 North Kenmore Avenue.

On motion of Alderman T. Evans, each of the foregoing proposed orders was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

---

REPEAL OF ORDER AUTHORIZING INSTALLATION OF STREET LIGHT  
AT 1755 NORTH NORTH PARK AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That an order directing the Commissioner of Public Works to give consideration to the installation of a street light at 1755 North North Park Avenue, introduced in the Council Meeting held March 9, 1988, is hereby rescinded.

On motion of Alderman T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

---

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL  
AND NURSING SERVICES RENDERED CERTAIN INJURED  
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman T. Evans, the said proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*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 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 the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 11897 through 11901 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, 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, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expense, 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 expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of

(Continued on page 11902)

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/13/88

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AMARI JR	LOUIS V	ELEVENTH DISTRICT	3/15/86	524.00
AMATORE	JAMES V	NINETEENTH DISTRICT	11/11/87	392.00
AUGLE	DALE	EIGHTEENTH DISTRICT	10/21/87	90.00
BANASZKIEWICZ	RICHARD	FIFTEENTH DISTRICT	4/11/87	35.00
BARNES	ROBERT N	THIRD DISTRICT	10/20/87	82.50
BARRY	RONALD	FOURTEENTH DISTRICT	11/04/87	91.75
BARTON	JOHN	TWENTIETH DISTRICT	8/02/87	448.50
BARTZDLO	GEORGE	DETECTIVE DIV AREA 1 PROPERTY	2/16/86	130.00
BASTIE	JOSEPH	FOURTH DISTRICT	11/04/87	358.75
BETZ	DAVID C	THIRTEENTH DISTRICT	11/18/87	150.00
RIGGANE	MARIE H	SEVENTH DISTRICT	11/14/87	416.00
BINGHAM	ROSANNE	RECRUIT TRAINING	8/25/86	56.00
BOLTON	MICHAEL	TWENTY-FIFTH DISTRICT	11/30/87	118.01
BRADY	ROBERT	TWENTY-FOURTH DISTRICT	5/15/86	25.00
BUKIRI	PETER B	EIGHTH DISTRICT	12/17/86	40.00
BURNS	DELBERT	CRIME LABORATORY DIVISION	10/05/87	352.90
BURNS	RAYMOND	SECOND DISTRICT	9/20/87	207.00
CARTER	KEITH	RECRUIT TRAINING	10/31/87	151.72
CASEY	JEROME	EIGHTH DISTRICT	8/02/87	175.00
CASTANEDA	JOHN S	YOUTH DIVISION AREA SIX	10/19/87	165.20
COLLINS	JOHN P	EIGHTEENTH DISTRICT	9/06/86	17.25
COLLINS	TYRONE	SEVENTH DISTRICT	10/06/87	207.00
CROTTY	LED	INTERSECTION CONTROL UNIT	10/06/87	329.00
CUMMINGS	MICHAEL T	RECRUIT TRAINING	10/13/87	314.00
DALEY	DARYLL E	FOURTEENTH DISTRICT	9/20/87	34.00
DAVIS	SIMNEY	SEVENTH DISTRICT	10/15/87	309.60
DEBONE	JACK B	TENTH DISTRICT	10/14/87	171.50
DEGREGRIO	TENNIS	NINTH DISTRICT	10/09/87	73.50
DELIA	YVONNE	RECRUIT TRAINING	10/10/87	903.00
DIORIO	MICHAEL J	GANG CRIMES ENFORCEMENT DIVISI	10/27/87	17.00
DOHERTY	JOHN	SEVENTH DISTRICT	8/23/86	13.00
DOFFIN	KEVIN	SEVENTH DISTRICT	10/01/87	238.90
DWYER	GEORGINA L	EIGHTEENTH DISTRICT	10/17/87	56.95
EASLEY	HARRY A	THIRD DISTRICT	10/18/87	96.00
EFANIS	JOHN J	FIFTH DISTRICT	10/06/87	162.00
EGAN	MICHAEL P	TENTH DISTRICT	11/02/83	2171.25
ELENZ	DANIEL B	TWENTIETH DISTRICT	10/01/87	110.00
ESPPOSITO	RONALD L	YOUTH DIVISION AREA FIVE	10/09/87	180.00
FAULKNER	ROBERT J	THIRD DISTRICT	10/29/87	312.75
FARGUE	RONALD	FOURTH DISTRICT	10/22/87	160.20
FOSTER	KEVIN	ELEVENTH DISTRICT	10/28/87	16.49
FRANCO	LIMEN	SECOND DISTRICT	10/12/87	578.00
FUDA	FRANK J	RECRUIT TRAINING	7/20/87	35.00
GALVAN	WILLIAM	FIFTH DISTRICT	10/15/87	147.00
GERHARDSTEIN	MICHAEL C	BOMB AND ARSON SECTION	10/22/87	181.00
GERBRODS	JOHN F	RECRUIT TRAINING	8/25/87	75.00
GLOSS-MORRIS	ARTHUR	NINETEENTH DISTRICT	10/23/87	371.00
GONZALEZ	MARTINIO	RECRUIT TRAINING	10/17/87	109.90
GURKIN	BRUCE	SEVENTEENTH DISTRICT	10/18/87	356.75

CITY OF CHICAGO  
CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/13/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** NAME *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GORSKI	CHARLES	POLICE OFFICER	10/25/87	89.25
GRAF	ALBERT	POLICE OFFICER	10/20/87	135.00
GRALAK	HENRY F	POLICE OFFICER	10/10/87	45.00
GREENWICH	FRANK C	POLICE OFFICER	12/26/82	75.00
GRIMM	VICTOR J	POLICE OFFICER	10/24/87	325.25
GRUBER	JOHN	POLICE OFFICER	8/04/87	312.00
GRUBER	THOMAS A	POLICE OFFICER	10/05/87	943.00
GUZMAN	JOHN J	POLICE OFFICER	10/13/87	51.05
HAGGARD	JAMES F	POLICE OFFICER	8/18/87	191.00
HANLEY	HAROLD J	POLICE OFFICER	10/11/87	274.90
HARTFORD	JUDGE	POLICE OFFICER	10/27/87	197.50
HAUGH	BRENDAN	POLICE OFFICER	8/26/87	401.77
HAVELKA	JOHN D	POLICE OFFICER	10/04/87	304.23
HIGGINS	ROBERT T	POLICE OFFICER	10/18/87	239.00
HIGGS	FRANCIS R	POLICE OFFICER	10/08/87	87.50
HUCKINS	NANK	POLICE OFFICER	10/18/87	258.50
HOFF	ROBERT C	POLICE OFFICER	10/26/87	99.50
JACOBSON	THOMAS	POLICE OFFICER	8/09/87	212.50
JOHNSON	MARIA L	POLICE OFFICER	9/23/87	175.00
JOHNSON	CASPER K	POLICE OFFICER	11/15/85	3174.68
JOHNSON	EDWARD A	POLICE OFFICER	8/12/87	170.15
JOHNSON	KEVIN C	POLICE OFFICER	10/22/87	187.00
JOHNSON	LLOYD E	POLICE OFFICER	10/20/87	44.00
JONES	ROBERT	POLICE OFFICER	10/03/87	102.00
JONES	EDDIE N	POLICE OFFICER	10/20/87	161.00
KATZER	EDWARD W	POLICE OFFICER	8/02/87	35.00
KARPIEL	STEPHEN R	POLICE OFFICER	10/10/87	465.00
KATSKAS	JEROME	POLICE OFFICER	10/06/87	311.00
KAVANAGH	STEVEN	POLICE OFFICER	10/07/87	48.50
KEATING	ROBERT F	POLICE OFFICER	10/10/87	338.00
KELLEY	KENNETH	POLICE OFFICER	10/07/87	195.72
KENDE	MARTIN J JR	POLICE OFFICER	10/13/87	87.60
KENNY	HELEN M	POLICE OFFICER	12/20/85	593.84
KERDIS	SEYMOUR Z	POLICE OFFICER	10/12/87	200.00
KERETA	RICHARD M	POLICE OFFICER	10/31/87	129.00
KUSTECKI	JOHN G	POLICE OFFICER	9/18/87	180.00
KRULL	FRANK	POLICE OFFICER	10/16/87	147.00
LAHLER	JULIA	POLICE OFFICER	10/20/87	63.75
LAZINEK	ANNETTE M	POLICE OFFICER	2/06/87	2230.20
LEA	PAUL S	POLICE OFFICER	10/30/87	119.60
LEADER	KAREN S	POLICE OFFICER	9/20/87	91.00
LEMON	KAREN L	POLICE OFFICER	10/18/87	454.00
LOHMAN	ROBERT J	POLICE OFFICER	10/13/87	133.00
LUNG	WILLIE D	POLICE OFFICER	10/24/87	117.50
LONGLEY	CLARENCE	POLICE OFFICER	10/10/87	167.00
MACHING	HENRY M	POLICE OFFICER	10/25/87	65.55
MACKAY	DORACE C	POLICE OFFICER	10/17/87	175.50
MAHLEN	PATRICK J	POLICE OFFICER		
MALES	MICHAEL C	POLICE OFFICER		

4/13/88

## REPORTS OF COMMITTEES

11899

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/13/88

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARLO	POLICE OFFICER	CHARGE LAW ENFORCEMENT	7/22/86	115.00
MARTIN	POLICE OFFICER	THIRD DISTRICT	11/08/86	188.00
MARTIN	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	10/29/87	394.25
MASLANKA	POLICE OFFICER	TRAINING DIVISION	10/30/87	924.00
MATTHEWS	ERROL A	THIRD DISTRICT	9/16/86	497.50
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/87	130.00
MCADUFFE	POLICE OFFICER	SEVENTH DISTRICT	10/01/87	96.00
MCCOLLUM	POLICE OFFICER	SEVENTH DISTRICT	10/07/86	14.00
MCGINN	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/11/87	82.75
MCGREAL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	9/06/86	155.00
MCINTYRE	POLICE OFFICER	NINTH DISTRICT	10/02/87	2545.65
MCMAHON	POLICE OFFICER	EIGHTH DISTRICT	10/05/87	89.00
MELVILLE JR	POLICE OFFICER	EIGHTH DISTRICT	10/23/87	79.00
MELVILLE JR	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/31/87	114.00
MITCHELL	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/28/87	231.75
MURKIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/02/87	225.00
MURKIN	POLICE OFFICER	FIFTH DISTRICT	10/25/87	105.00
MURKIN	POLICE OFFICER	RECRUIT TRAINING	10/11/87	101.75
MURPHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	170.00
MUSOLF	POLICE OFFICER	THIRTEENTH DISTRICT	10/05/87	148.00
MUSOLF	POLICE OFFICER	SEVENTEENTH DISTRICT	10/27/87	1232.99
NIELSEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/10/87	292.00
NIELSEN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/26/87	35.00
NIELSEN	POLICE OFFICER	TENTH DISTRICT	7/04/87	155.50
NOIGEBAUER	POLICE OFFICER	FIFTEENTH DISTRICT	10/16/87	283.00
OBRIEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/13/87	30.00
OREILLY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	9/12/87	46.00
OVERLAND	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/05/87	2238.15
PATTERSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/26/87	94.00
PUGH	POLICE OFFICER	INTELLIGENCE SECTION	7/12/87	262.25
PUSATERI	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/25/87	443.99
RICHARDS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/87	80.00
RIVERA	POLICE OFFICER	THIRD DISTRICT	10/08/87	236.00
ROBERTSON	POLICE OFFICER	FOURTEENTH DISTRICT	8/31/87	46.00
ROMANUK	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/01/86	14.00
RUNYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/24/86	60.00
SCHERR	POLICE OFFICER	RECRUIT TRAINING	4/18/85	4495.00
SHEEHAN	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/86	10.00
SHOOT	POLICE OFFICER	FOURTEENTH DISTRICT	9/22/87	13919.20
SPEIDEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/87	206.92
SULLIVAN	POLICE OFFICER	FOURTEENTH DISTRICT	9/21/87	534.75
TAYLOR	POLICE OFFICER	FIFTH DISTRICT	11/06/71	90.00
TEPPER	POLICE OFFICER	NINETEENTH DISTRICT	9/10/87	811.95
THANDS	POLICE OFFICER	RECRUIT TRAINING	10/27/87	207.00
TORRES	POLICE OFFICER	SEVENTH DISTRICT	10/08/87	191.00
TORRES	POLICE OFFICER	THIRTEENTH DISTRICT	8/28/87	37.00
WARD	POLICE OFFICER	TENTH DISTRICT	4/11/86	105.00
WARD	POLICE OFFICER	FIFTH DISTRICT	5/29/87	55.00
WIKOREK	POLICE OFFICER	RECRUIT TRAINING	9/16/87	17.00

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/13/88

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WRIGHT	GERALD L	POLICE OFFICER		
ABDULLAH	KEVIN	FIREFIGHTER	6/07/87	55.00
ABDULLAH	KEVIN	FIREFIGHTER	10/28/87	82.35
ALEX	JAMES	FIREFIGHTER	12/09/87	82.35
ANGAKOLA	PETER	PARAMEDIC	11/19/87	455.53
ARROYO	HECTOR	FIREFIGHTER	10/10/87	58.00
AUMANN	WILLIAM	PARAMEDIC	11/03/87	407.50
BOMBENGER	EDWARD	FIREFIGHTER	9/12/87	452.00
BOTTGER	THOMAS	FIREFIGHTER	12/09/86	874.00
BROWN	THEODORE	LIEUTENANT	10/27/85	1984.09
CARASOTTI	TIMOTHY	FIREFIGHTER	11/09/87	117.00
CARUSO	MICHAEL	FIREFIGHTER	9/26/87	140.00
DISTILVESTRO	JAMES S	PARAMEDIC	11/04/87	37.00
DOWNING	JOHN	PARAMEDIC	8/04/87	99.20
DUBBERKE	JAMES	LIEUTENANT	1/05/87	153.80
FIELDS	ROBERT	FIREFIGHTER	11/01/87	12.00
FLYNN	DWAYNE	FIREFIGHTER	10/11/87	436.40
GARR	FRANK	FIREFIGHTER	6/08/86	156.00
GUEVARA	BARRY	ENGINEER	7/23/86	682.00
KAMPWIRTH	REYNALDO	FIREFIGHTER	12/19/86	871.00
KANE	DONALD	FIREFIGHTER	8/14/87	337.50
KEC	LAWRENCE	FIREFIGHTER	10/11/87	319.50
KENDE	ROBERT	FIREFIGHTER	8/26/87	164.26
KING	PATRICK	FIREFIGHTER	10/07/87	271.00
KOSHELLA	MICHAEL	FIREFIGHTER	9/09/87	179.00
KOSMOSKI	STEVE	CAPTAIN	4/22/86	123.00
KOVATS	KENNETH	PARAMEDIC	3/30/87	60.00
KONRACKI	WILLIAM	PARAMEDIC	7/26/86	146.50
KRAMARSKI	JOHN W	PARAMEDIC	9/05/87	210.56
KRICHIVER	FRANK	FIREFIGHTER	7/04/87	118.75
LEHNER	MARK	FIREFIGHTER	7/28/87	1046.25
LEONARD	JOHN	PARAMEDIC	6/26/86	81.24
LOIZ	JOHN	FIREFIGHTER	4/18/87	162.00
LUCESI	HECTOR	FIREFIGHTER	10/02/87	394.20
LUCESI	ROBERT	FIREFIGHTER	9/24/87	274.98
LUCESI	ROBERT	FIREFIGHTER	10/19/87	52.50
LUCIAN	ROBERT	FIREFIGHTER	10/10/87	144.25
MCGINLEY	THOMAS	FIREFIGHTER	10/07/87	60.00
MCGUINNNESS	KEVIN	LIEUTENANT	10/06/87	104.00
MCHILLIN	PATRICK J	FIREFIGHTER	9/26/87	199.50
MONKOE	MARK	PARAMEDIC	8/20/87	65.00
MONTISI	WILLIAM	FIREFIGHTER	10/06/87	110.55
MONTISI	WILLIAM	FIREFIGHTER	3/04/86	208.00
MURAHAD	PAUL J	FIREFIGHTER	9/24/87	251.90
MULLANEY	PAUL J	PARAMEDIC	8/23/87	131.00
UCORRUC	THOMAS	PARAMEDIC	8/09/87	65.00
PETERSON	JAMES	PARAMEDIC	12/06/86	1598.70
	EDWARD	LIEUTENANT	10/07/87	264.45
	RICHARD	CAPTAIN	10/09/87	300.75
		PARAMEDIC	8/17/86	44.00

4/13/88

## REPORTS OF COMMITTEES

11901

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/13/88

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
REED	JAY	UNKNOWN	7/20/87	84.25
SPENCER ..	WILLIAM	TRUCK 29	6/08/87	243.25
STEWART	JESSE F	DISTRICT HEADQUARTERS 1	2/03/85	14135.70
TANNERHILL	CHARLES	TRUCK 14	3/25/87	878.00
TEBBENS	JOHN	BATTALION 19	10/25/87	73.00
VANSWAERINGEN	GUY	ENGINE COMPANY 69	10/09/87	108.11
VELEZ	ERNESTO	TRUCK 53	10/02/87	111.50
VIRZI	ALFONSO	ENGINE COMPANY 20	7/10/84	340.00
WALKER	WILLIE	ENGINE COMPANY 14	10/09/87	227.00
WALSH	MICHAEL	SQUAD 4	8/13/87	183.50
WEITER	JEROME	ENGINE COMPANY 30	11/04/87	92.00
WILLIAMS	WAYNE	UNKNOWN	10/07/87	55.00



(Continued from page 11896)

any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third party orders printed on page 11903 of this Journal.]

---

*Placed On File* -- APPLICATIONS FOR CITY OF CHICAGO  
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted a report recommending that the City Council place on file five applications for City of Chicago charitable solicitation (Tag Day) permits to the following organizations:

Chicago Youth at Risk--June 11, 1988--citywide;

Chicagoans United to Reform Education (C.U.R.E.)--May 19, 1988--citywide;

Lions of Illinois Foundation--October 14, 1988--citywide;

Little City Foundation--August 12--13, 1988--citywide; and

Variety Club of Illinois--September 8--10, 1988--citywide.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said applications were *Placed on File*.

---

*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
25.1, SECTION 25.1-2 BY ASSIGNING COMMISSIONER  
OF PERSONNEL AUTHORITY TO REINSTATE  
FORMER CAREER SERVICE  
EMPLOYEES.

The Committee on Finance submitted a report, which was, on motion of Alderman Burke and Alderman Madrzyk, *Deferred* and ordered published:

CHICAGO, April 13, 1988.

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

(Continued on page 11904)

4/13/88

## REPORTS OF COMMITTEES

11903

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/13/88

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/30/87	440.50
BARNHILL	POLICE OFFICER	AUTO THEFT SECTION	11/10/87	343.00
BAKUSIK	POLICE OFFICER	EIGHTH DISTRICT	2/25/87	55.00
BERETA	POLICE OFFICER	SEVENTH DISTRICT	7/11/86	55.00
CARROLL	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/28/87	148.25
CEPEDA	POLICE OFFICER	FOURTEENTH DISTRICT	10/10/87	30.00
CHALUPA	POLICE OFFICER	RECRUIT TRAINING	10/31/87	446.50
CLIFTON	POLICE OFFICER	SEVENTH DISTRICT	10/01/87	201.00
CULEMAN	POLICE OFFICER	RECRUIT TRAINING	6/11/87	44.00
CORTES	POLICE OFFICER	TENTH DISTRICT	10/31/87	335.50
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	32067.60
DAVIS	POLICE OFFICER	THIRD DISTRICT	9/30/87	322.40
DIMAGGIO	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	5/29/86	50.00
ERVIN JR	POLICE OFFICER	FOURTH DISTRICT	10/03/87	55.00
GURNIAK	POLICE OFFICER	VICE CONTROL SECTION	7/23/87	110.00
HALL	POLICE OFFICER	SEVENTEENTH DISTRICT	10/07/87	725.75
HANSEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/27/87	205.20
JACKSON	POLICE OFFICER	FOURTH DISTRICT	10/03/87	85.00
JAGLARESKI	POLICE OFFICER	CHARGE LAW ENFORCEMENT	11/06/86	106.00
JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	5/17/86	85.00
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	152.25
KELLY	POLICE OFFICER	CHARGE LAW ENFORCEMENT	12/26/86	2778.99
KERBS	POLICE OFFICER	TENTH DISTRICT	10/14/87	69.50
KOSTECKI	POLICE OFFICER	RECRUIT TRAINING	9/16/87	539.00
KRISTIE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/09/87	843.00
LAHOW	POLICE OFFICER	TWENTIETH DISTRICT	10/20/87	186.00
LYNCH	POLICE OFFICER	SEVENTEENTH DISTRICT	10/19/86	208.75
MANCUSO	POLICE OFFICER	FIFTEENTH DISTRICT	10/23/87	157.00
MAKER	POLICE OFFICER	FIFTH DISTRICT	9/16/87	522.00
MARSHALL	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/11/86	703.50
MCCAFFEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/20/86	55.00
NEEVES	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/05/87	471.50
NEVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	28926.00
PENA	POLICE OFFICER	TENTH DISTRICT	7/18/87	70.00
ROUSE	POLICE OFFICER	SIXTH DISTRICT	10/04/87	492.00
SASSO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82	35.67
WARE	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	4/20/87	6493.25
WIRTZ	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	8/29/87	213.50

(Continued from page 11902)

Your Committee on Finance having had under consideration an ordinance from Alderman Shaw amending Chapter 25.1, Section 25.1-2 of the Municipal Code of the City of Chicago, relating to the reinstatement of former city employees, 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) TIMOTHY C. EVANS,  
*Chairman.*

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

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

SECTION 1. That Section 25.1-2 of the Municipal Code of Chicago be and the same is hereby amended by adding thereto a new sub-paragraph (9), in italics below:

25.1-2. . . .

The Commissioner of Personnel shall have the power and duty to:

. . . .

*(9) determine, as sole authority, whether or not a former City Career Service employee who is an applicant for reinstatement should be accepted, using as needed all background information and recommendations from the appropriate department.*

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

---

### COMMITTEE ON AVIATION.

---

EXECUTION OF POPCORN CART CONCESSION LICENSE  
AGREEMENT WITH TRIAD (DOING BUSINESS AS  
CHICAGO POPS) AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the execution of a Popcorn Cart Concession License Agreement between the City of Chicago and Triad, d/b/a Chicago Pops in Terminal Buildings No. 2 and No. 4 at Chicago O'Hare International Airport (which was referred on January 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*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 Mayor, subject to attestation by the City Clerk, approved by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Popcorn Cart Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

[Popcorn Cart Concession License Agreement immediately  
follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

Popcorn Cart Concession License Agreement attached to this ordinance reads as follows:

*Popcorn Cart License Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Triad, d/b/a Chicago Pops, an Illinois sole proprietorship (hereinafter referred to as "Licensee").

*Witnesseth:*

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that the Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

*Part I.-- Special Provisions.*

*Section 1.*

*Premises.*

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as the "Concession Operations Space") located on the Airport property to be used for the purpose of operating a popcorn cart concession and for no other purpose:

Space No. T-2ULL-2 consisting of fifty-six (56) square feet, in Terminal Building II (Exhibit "A") and T-4ULL-1 consisting of thirty (30) square feet in Terminal Building IV (Exhibit "B");

all space as indicated on Exhibits "A" and "B" attached hereto and made a part hereof (the Concession Operations Space are collectively referred to herein as "the Premises").

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License fees set forth in Section 3 shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

## *Section 2.*

### *Term.*

The term of this Agreement shall commence on the earlier of:

- (a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of three (3) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor. Therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus Minimum Guaranteed License Fee prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

### *Section 3.*

#### *License Fee.*

A. Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 2, the term of this Agreement, Licensee agrees to pay Licensor the following fees:

Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

- (a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of Twenty-five Thousand Seven Hundred Two Dollars (\$25,702.00) for Terminal 2 and Twenty Thousand Dollars (\$20,000) for Terminal 4 per annum for the period beginning on the Operations Date and ending three hundred sixty-five (365) days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to eighty percent (80%) of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than Forty-five Thousand Seven Hundred Two Dollars (\$45,702.00) or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.
- (b) Percentage License Fee. A percentage license fee of twenty percent (20%) of the gross receipts per annum derived by Licensee from operations in Terminal 2 at the Airport. ("Percentage License Fee") and a percentage license fee of eighteen percent (18%) of the gross receipts per annum derived by Licensee from operations in Terminal 4 at the Airport.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operations Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operations Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph F of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller



and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by \_\_\_\_\_ an \_\_\_\_\_ corporation, for the year ended \_\_\_\_\_ relating to the \_\_\_\_\_ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and \_\_\_\_\_ dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of \_\_\_\_\_ and total fees of \_\_\_\_\_ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended \_\_\_\_\_."

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

#### *Section 4.*

##### *General Description Of The Concession.*

A. Merchandise. Licensee shall have the right to operate a popcorn cart concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit "C" attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

#### *Section 5.*

##### *Investment By Licensor And Licensee.*

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibit "A". The remodeling or construction of concession operations areas is to begin within thirty (30) days after the Commencement Date and shall be completed sixty (60) days after the Commencement Date. Failure to complete construction within said sixty (60) day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such equipment as are applicable to the areas designated on Exhibit(s) "A" as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Nineteen Thousand Five Hundred Dollars (\$19,500) for purchased equipment.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed fifteen percent (15%) of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibit(s) "A" and/or "B" attached hereto, Licensor will provide the following improvements:

(1) Flooring:

Terrazzo tile.

(2) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(3) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

In these same spaces Licensee will provide:

All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3(A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

#### *Section 6.*

##### *Concessionaire's Bond.*

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if acceptable to Licensor, in the sum of Twenty-two Thousand Eight Hundred Fifty-one Dollars (\$22,851.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

#### *Section 7.*

##### *Notices.*

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 6901 South Constance Avenue, Chicago, Illinois 60649 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

*Part II -- General Provisions.*

*Section 8.*

*Services To Be Performed By Licensee.*

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

#### *Section 9.*

##### *Services To Be Performed By Licensor.*

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

#### *Section 10.*

##### *Quality And Price Control.*

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged



therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

#### *Section 11.*

##### *Interruptions, Reduction And Cancellation Of Operations.*

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty-five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

*Section 12.*

*Property Rights Upon Termination.*

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation, a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport Premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

*Section 13.**Damage Or Destruction Of Premises.*

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event, Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the

mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continue shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this Section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee, at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

#### *Section 14.*

##### *Insurance.*

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as Additional Insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation  
City of Chicago  
20 North Clark Street  
Suite 3000  
Chicago, Illinois 60602

and City Comptroller  
City of Chicago  
121 North LaSalle  
Street  
City Hall--Room 501  
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

*Section 15.*

*"First Source" Agreement.*

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall

determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

*Section 16.*

*Indemnity.*

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

*Section 17.*

*Inspections.*

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

*Section 18.*

*Ingress And Egress.*

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

*Section 19.**Assignment And Subletting.*

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 24 hereof.

*Section 20.**Signs.*

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

*Section 21.**Redelivery.*

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.



*Section 22.*

*Subject To Airline Agreements, Nondiscrimination And  
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881--887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishing of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

#### *Section 23.*

#### *Non-Waiver.*

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

#### *Section 24.*

#### *Default.*

- A. Event of Default. Licensee shall be in default under this Agreement if:
1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
  2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an

arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

- B. Licensors Remedies. If a default under this Agreement shall occur, Licensors may elect to:
1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article III; or
  2. Allow this Agreement to continue in full force and effect and to enforce all of Licensors rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due, together with interest thereon, at the rate of one and one-half percent (1-1/2%) per month.

Licensors will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensors shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensors may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensors being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensors, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensors, or its employees or agents by reason of such termination, or by reason of any act by Licensors incidental or related thereto.

In the event of the exercise by Licensors of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensors of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensors under law or equity.

#### *Section 25.*

#### *Monetary Damages.*

In the event Licensors elects to terminate this Agreement, Licensee shall pay to Licensors an amount equal to the sum of:

- (a) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of termination of the Agreement and with respect to the balance of the term of the Agreement specified herein, which the amount of such loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

*Section 26.*

*Fines.*

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized Advertising or Signage	8 (F)	\$50.00
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

*Section 27.**Independence Of Agreement.*

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Section 28.**Rules, Regulations, Laws, Ordinances And Licenses.*

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

*Section 29.**Paragraph Headings.*

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

*Section 30.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not

materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

*Section 31.*

*Prohibition Of Recordation.*

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

*Section 32.*

*No Personal Liability.*

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

*Section 33.*

*Construction Of Agreement.*

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

*Section 34.*

*No Leasehold Interest.*

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits A, B and C attached to this Agreement printed on pages 11934 through 11936 of this Journal.]

---

EXECUTION OF POPCORN CART CONCESSION LICENSE  
AGREEMENT WITH WALLY'S OFFICE, INCORPORATED  
(DOING BUSINESS AS POPCORN EXPRESS)  
AT CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the execution of a Popcorn Cart Concession License Agreement between the City of Chicago and Wally's Office, Inc., d/b/a Popcorn Express in Terminal Building No. 3 at Chicago O'Hare International Airport (which was referred on January 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by (6) six members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.

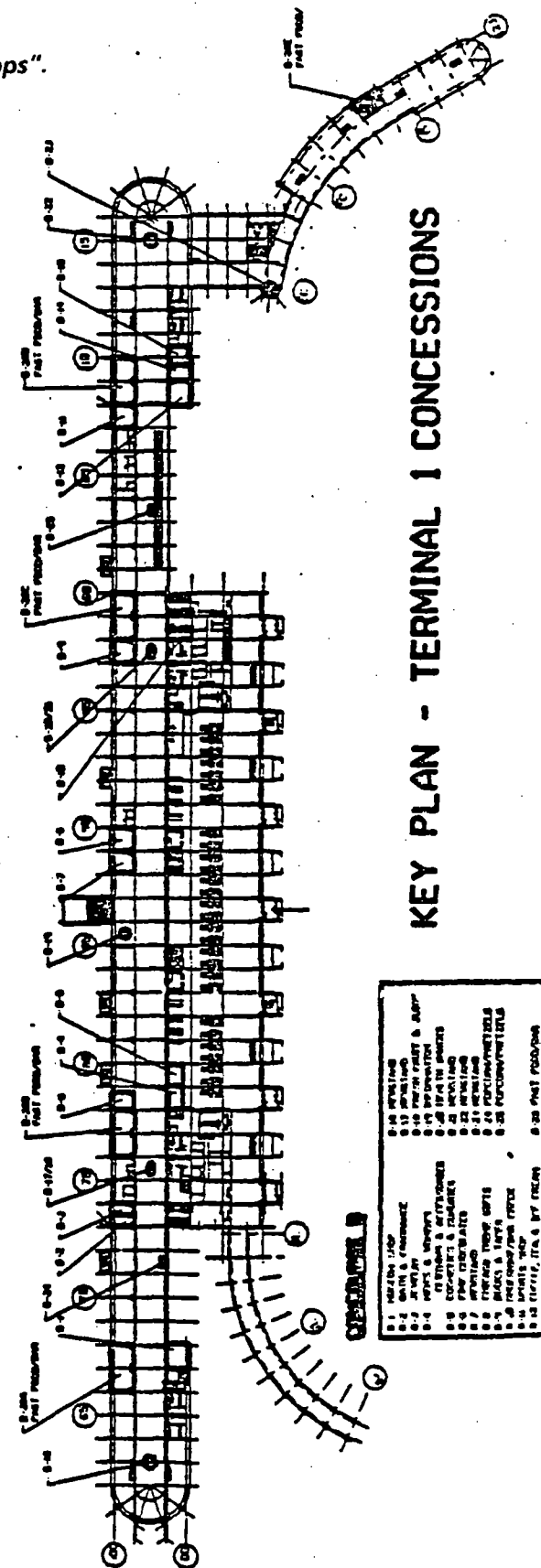
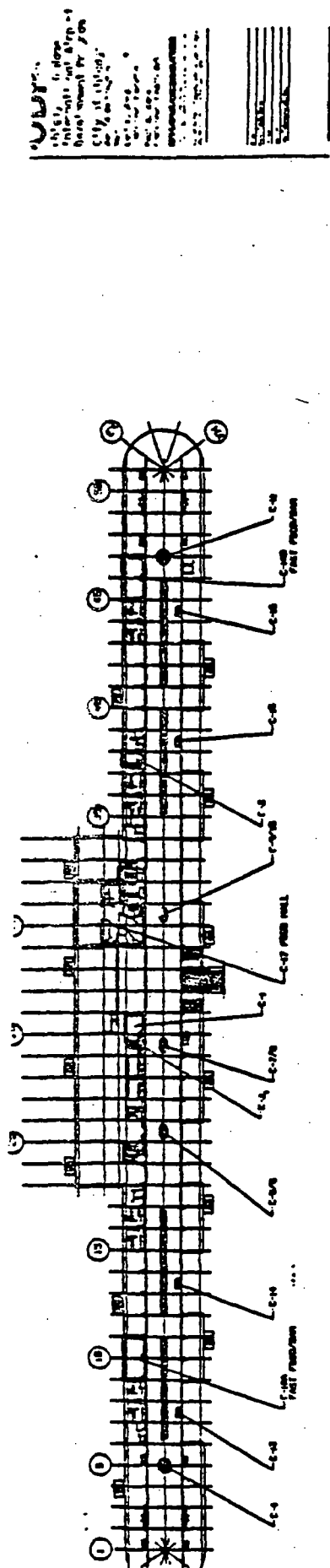
*Nays* -- None.

(Continued on page 11937)



## Exhibit A.

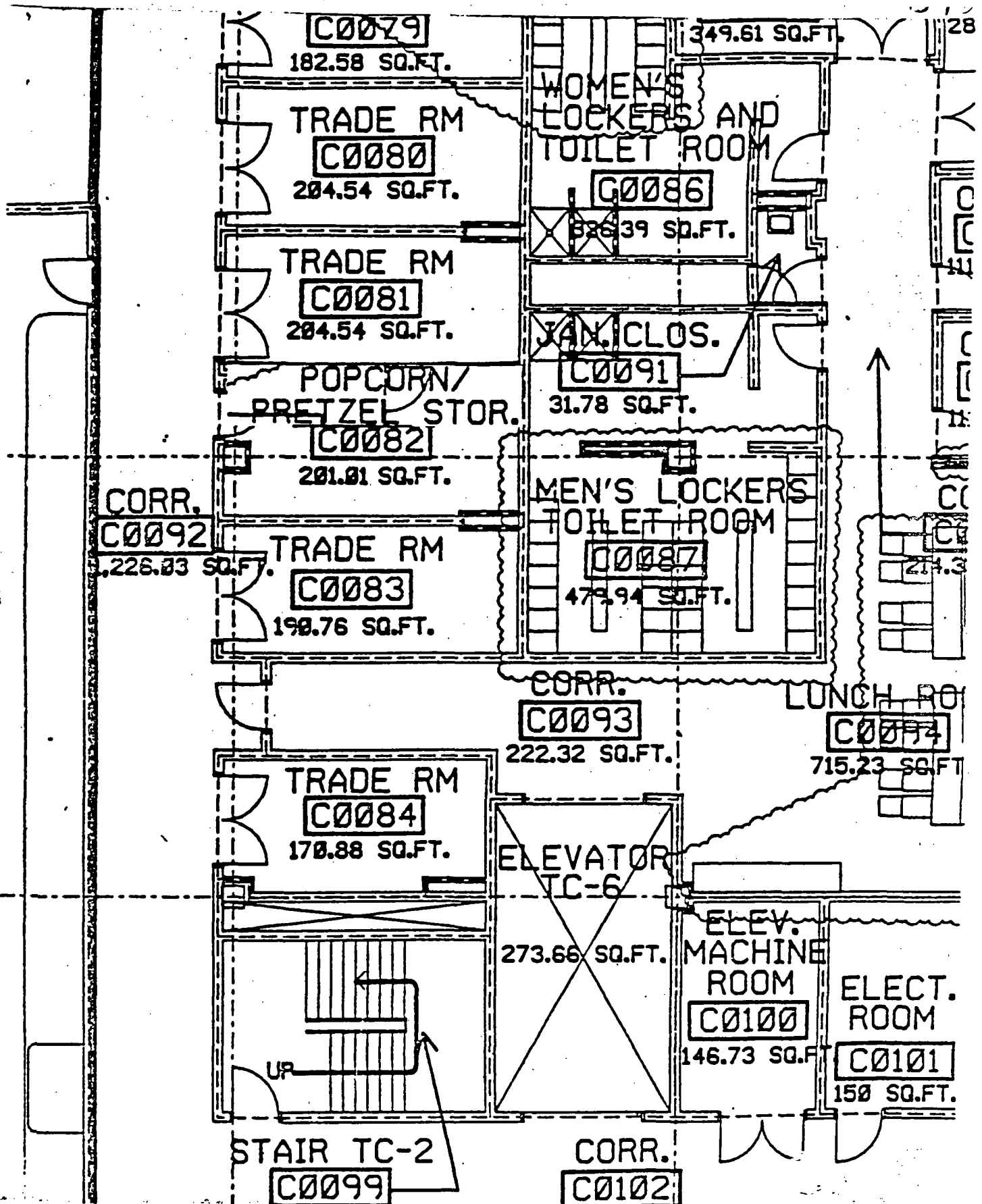
Triad, Inc., dbla "Chicago Pops".



## KEY PLAN - TERMINAL 1 CONCESSIONS

## Exhibit B.

Triad, Inc., dbla "Chicago Pops".



*Exhibit "C".*

Triad, D/B/A Chicago Pops  
6901 South Constance Avenue  
Chicago, Illinois 60649.

## Chicago Pops Merchandise List

Product	Units	Price
Carmel Corn	1.8 oz.	\$2.00
Cheese Popcorn	1.8 oz.	\$2.00
Plain	1.8 oz.	\$1.50
Butter	1.8 oz.	\$1.50

(Continued from page 11933)

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 Mayor, subject to attestation by the City Clerk, approved by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Popcorn Cart Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

[Popcorn Cart Concession License Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

Popcorn Cart Concession License Agreement attached to this ordinance reads as follows:

*Popcorn Cart License Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Wally's Office Incorporated, d/b/a Popcorn Express, an Illinois corporation (hereinafter referred to as "Licensee").

*Witnesseth:*

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensors has determined after careful examination and review of various proposals that the Licensee is best qualified to operate a concession at the Airport and Licensors deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

*Part I -- Special Provisions.*

*Section 1.*

*Premises.*

A. Premises. Licensors, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as "Concession Operations Space") located on the Airport property to be used for the purpose of operating a popcorn cart concession and for no other purpose:

Space No. T3ULL-2 consisting of ninety (90) square feet, in Terminal Building III (Exhibit "A").

B. Purpose/Operating Rights. Licensors grants to Licensee a nonexclusive privilege, in common with others that Licensors may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License fees set forth in Section 3 shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

*Section 2.**Term.*

The term of this Agreement shall commence on the earlier of:

- (a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of three (3) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor. Therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

*Section 3.**License Fee.*

A. Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 2, the term of this Agreement, Licensee agrees to pay Licensor the following fees:

Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

- (a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of Forty Thousand Six Hundred Dollars (\$40,600.00) per annum for the period beginning on the Operations Date and ending three hundred sixty-five (365) days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to eighty percent (80%) of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than Forty Thousand Six Hundred Dollars (\$40,600.00) or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.
- (b) Percentage License Fee. A percentage license fee of twenty-five percent (25%) of the gross receipts per annum derived by Licensee from operations at the Airport; thirty percent (30%) on sales exceeding Three Hundred Thousand Dollars (\$300,000.00) ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operations Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operations Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph F of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being

contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on



a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by \_\_\_\_\_ an \_\_\_\_\_ corporation, for the year ended \_\_\_\_\_ relating to the \_\_\_\_\_ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and \_\_\_\_\_ dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of \_\_\_\_\_ and total fees of \_\_\_\_\_ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended \_\_\_\_\_."

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

#### *Section 4.*

##### *General Description Of The Concession.*

A. Merchandise. Licensee shall have the right to operate a popcorn cart concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit "C" attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this

Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

#### *Section 5.*

##### *Investment By Licensor And Licensee.*

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas (popcorn cart) designated on Exhibit "A". The remodeling or construction of the popcorn cart is to begin within thirty (30) days after the Commencement Date and shall be completed sixty (60) days after the Commencement Date. Failure to complete construction within said sixty (60) day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such equipment as are applicable to the areas designated on Exhibit "A" as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Twelve Thousand Five Hundred Dollars (\$12,500) for purchased equipment.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed fifteen percent (15%) of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibit "A" attached hereto, Licensor will provide the following improvements:

(1) Flooring:

Terrazzo tile.

(2) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(3) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

In these same spaces Licensee will provide:

All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.

C. Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the popcorn cart in good and serviceable condition and repair except structural maintenance,

which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.

- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Minimum Guarantee License Fee specified in Section 3(A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

#### *Section 6.*

#### *Concessionaire's Bond.*

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if acceptable to Licensor, in the sum of Twenty Thousand Three Hundred Dollars (\$20,300.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

*Section 7.**Notices.*

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 214 West Van Buren Street, Chicago, Illinois 60606 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

*Part II -- General Provisions.**Section 8.**Services To Be Performed By Licensee.*

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least fourteen--sixteen (14--16) hours a day for 365 days per year, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight

and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, (popcorn cart) in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall provide at its own expense janitorial service to the premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

#### *Section 9.*

##### *Services To Be Performed By Licensor.*

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

*Section 10.**Quality And Price Control.*

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

*Section 11.**Interruptions, Reduction And Cancellation Of Operations.*

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions



arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty-five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

#### *Section 12.*

##### *Property Rights Upon Termination.*

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport Premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

#### *Section 13.*

##### *Damage Or Destruction Of Premises.*

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event, Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected premises by Licensee or at the

direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction, flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continue shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee, at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

#### *Section 14.*

##### *Insurance.*

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.

- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as Additional Insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation  
City of Chicago  
20 North Clark Street  
Suite 3000  
Chicago, Illinois 60602

and City Comptroller  
City of Chicago  
121 North LaSalle  
Street  
City Hall--Room 501  
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

*Section 15.*

*"First Source" Agreement.*

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the workforce at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport workforce, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

#### *Section 16.*

#### *Indemnity.*

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

*Section 17.**Inspections.*

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

*Section 18.**Ingress And Egress.*

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

*Section 19.**Assignment And Subletting.*

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

*Section 20.**Signs.*

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

*Section 21.**Redelivery.*

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensors and those having its estate in the Premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensors.

*Section 22.*

*Subject To Airline Agreements, Nondiscrimination And  
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensors and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the



provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21, to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881--887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no persons shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishing of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

*Section 23.**Non-Waiver.*

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

*Section 24.**Default.*

A. Event of Default. Licensee shall be in default under this Agreement if:

1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article III; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due, together with interest thereon, at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it

under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

#### *Section 25.*

##### *Monetary Damages.*

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of termination of the Agreement and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

#### *Section 26.*

##### *Fines.*

If a default be made by Licensee of any of the below numerated covenants, terms and

conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized Advertising or Signage	8 (F)	\$50.00
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

*Section 27.*

*Independence Of Agreement.*

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Section 28.*

*Rules, Regulations, Laws, Ordinances And Licenses.*

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

*Section 29.**Paragraph Headings.*

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

*Section 30.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

*Section 31.**Prohibition Of Recordation.*

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

*Section 32.**No Personal Liability.*

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

*Section 33.**Construction Of Agreement.*

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

*Section 34.**No Leasehold Interest.*

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits A, B and C attached to this Agreement printed on pages  
11965 through 11967 of this Journal.]

---

**COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.**

---

**YEAR XIV COMMUNITY DEVELOPMENT BLOCK GRANT  
ORDINANCE AMENDED.**

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

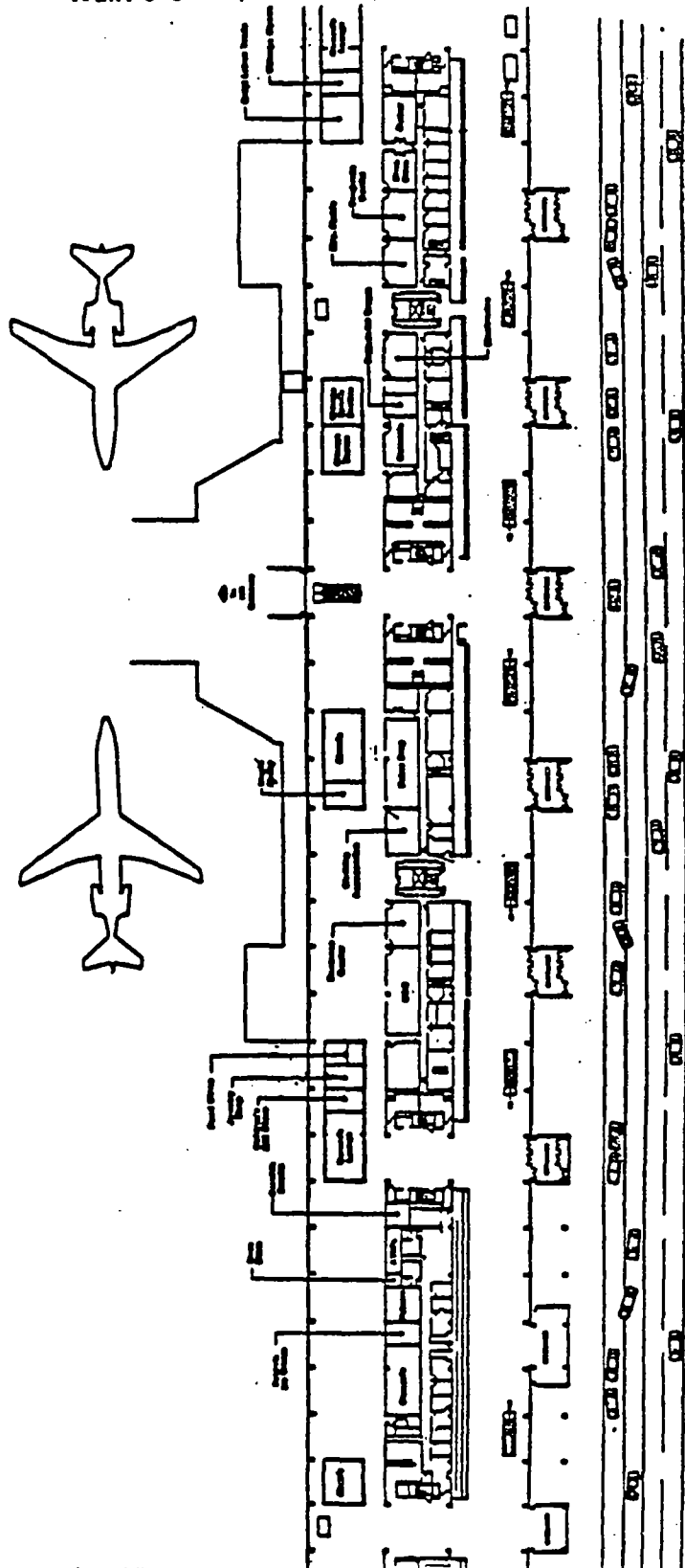
SECTION 1. This ordinance authorizing submission of final statement of objectives and proposed use of funds for Community Development Block Grant Year XIV and authorizing appropriation of such funds for certain expenditures, as passed on December 29, 1987 (C. J. pp. 9269--9270, 9275--9383) and as amended, is hereby further amended as follows:

(Continued on page 11968)

Exhibit A.

Wally's Office, dbla "Popcorn Express".

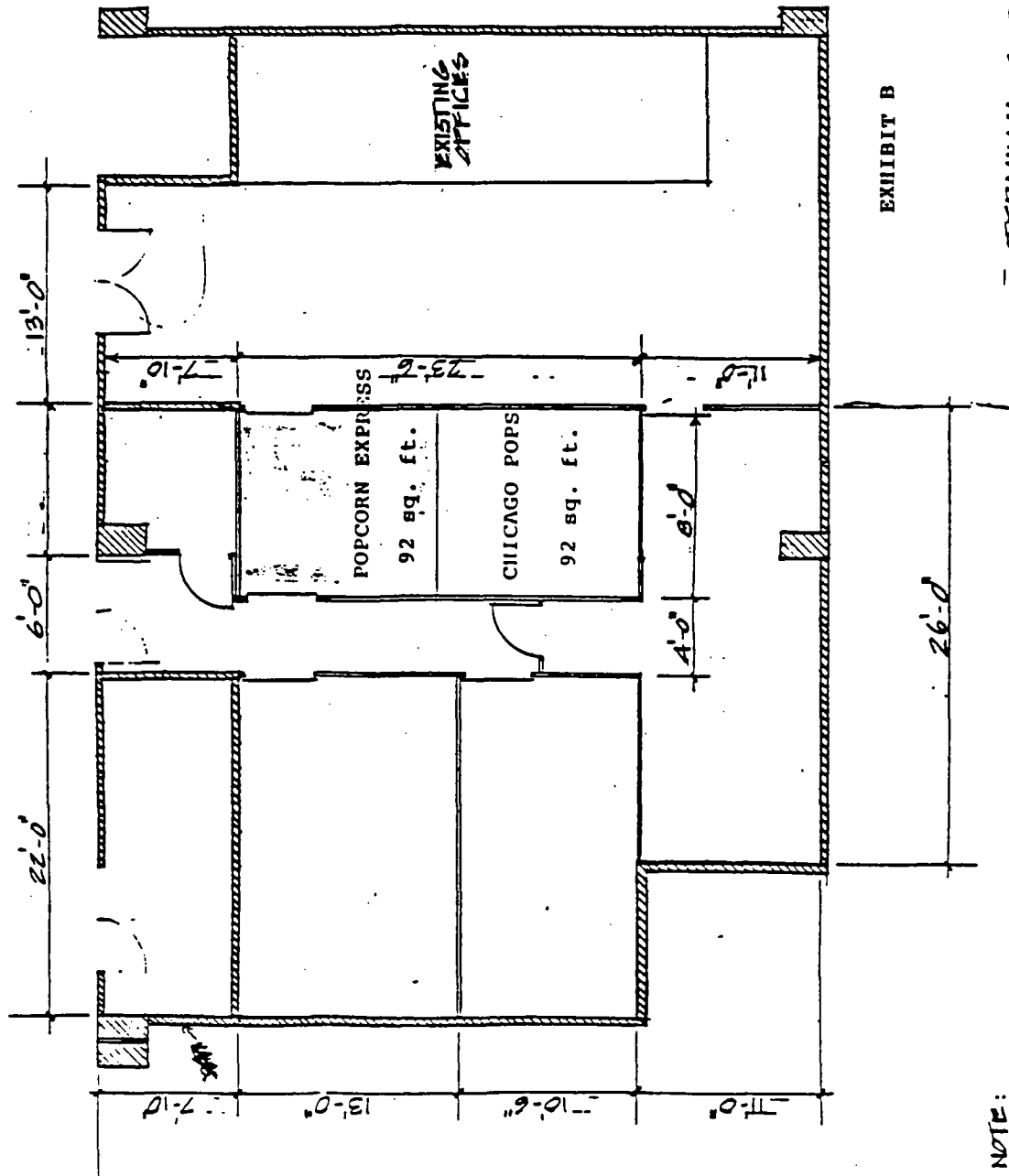
CHICAGO O'HARE INTERNATIONAL AIRPORT  
**Terminal 3**  
**Future Concession Space**





## Exhibit B.

Wally's Office, dbla "Popcorn Express".



TERMINAL 2 BASEMENT  
CONCESSION STORAGE

*Exhibit "C".*

## Popcorn Express

## Product Price List

1.25 ounces	\$1.25
2.50 ounces	\$1.75
Quarts	\$3.95
2/3 Gallon	\$6.49
Gallon	\$8.49
2 Gallons	\$10.95 to \$14.95

Note: Quarts to two gallon sizes are packaged in custom tins (see sample).

U.P.S. charges based on destination.

Example: Chicago to Miami via U.P.S. costs \$2.95.

(Continued from page 11964)

*Fund 517 - Year XIV Community Development Block Grant Fund.*

Code	Department and Item	Strike		Insert	
		No.	Amount	No.	Amount
	Department of Housing--21-2570 Senior Citizens/Handicapped Home Maintenance				
.0140	Professional and Technical Services				
	Wrightwood Improvement Association		\$40,000		
	Chicago Neighborhood Organizing Project/Wrightwood Improvement Association				\$40,000

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

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

---

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON VETERANS' AFFAIRS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services	100	15-2186	.0000	\$5,000

TO:

Purpose	Fund	Code Department	Account	Amount
Contractual Services	100	15-2186	.0100	\$2,000
Travel	100	15-2186	.0200	\$500
Commodities and Materials	100	15-2186	.0300	\$1,000
Contingencies	100	15-2186	.0700	\$1,500

SECTION 2. The sole purpose of this transfer of funds is to provide sufficient funds to meet necessary obligations of the City Council Committee on Veterans' Affairs for the remainder of the year 1988.

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

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

---

AMENDMENT OF ORDINANCE TRANSFERRING FUNDS FROM  
DEPARTMENT OF HOUSING TO DEPARTMENT OF  
GENERAL SERVICES, BUREAU OF  
FACILITIES MANAGEMENT.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The ordinance amending the 1988 Annual Appropriation Ordinance, passed by the City Council on February 25, 1988, and published at pages 11041--11043 of the Journal of the Proceedings of the City Council of said date, is hereby amended by deleting the words and figures indicated and inserting the words and figures indicated, as follows:

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	Department of General Services, Bureau of Facilities Management, 38-1005-2015				
.0140	Professional and Technical Services		\$41,000		\$52,000
.0152	Advertising		\$150,000		\$75,000

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

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

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

---

INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted three proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at various locations.

On separate motions made by Alderman Bloom, each of the said proposed orders was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

The following are said orders as passed:

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in North Howe Street from West Dickens Avenue to West Armitage Avenue: 651 feet of 8-inch ductile iron water main, at the total estimated cost of \$111,068.14 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00639.

---

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in East 70th Street from South Indiana Avenue to South Wabash Avenue: 897 feet of 8-inch ductile iron water main, at the total estimated cost of \$112,508.57 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00638.

---

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in South Artesian Avenue from West 51st Street to 365 feet N.N.L. of West 50th Street: 1,055 feet of 8-inch ductile iron water main, at the total estimated cost of \$164,550.12 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00641.

---

**COMMITTEE ON COMMITTEES, RULES AND ETHICS.**

---

**APPOINTMENT OF MR. WALTER CRAWFORD AS  
SERGEANT-AT-ARMS OF THE CITY COUNCIL  
OF THE CITY OF CHICAGO.**

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Committees, Rules and Ethics, meeting held April 12, 1988, having had under consideration a resolution, under date March 30, 1988, regarding the appointment of Walter Crawford as Sergeant-At-Arms of the City Council of the City of Chicago, begs leave to recommend that Your Honorable Body *Approve* the said recommendation which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) ANNA R. LANGFORD,  
*Chairman.*

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The appointment of Ronald Robinson to the Office of Alderman of the 6th Ward of the City of Chicago has created a vacancy for the position of Sergeant-At-Arms of the City Council of the City of Chicago; now, therefore,

*Be It Resolved*, That Walter Crawford be and he is hereby appointed Sergeant- At-Arms of the City Council of the City of Chicago; and

*Be It Further Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, A.D., do hereby appoint Walter Crawford as Sergeant-At-Arms of the City Council of the City of Chicago.

On motion of Alderman Langford, the foregoing proposed resolution recommending the appointment of Mr. Walter Crawford as Sergeant-At-Arms of the City Council of the City of Chicago was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

1988 ANNUAL APPROPRIATION ORDINANCE AMENDED BY  
SUPPLEMENTAL APPROPRIATION.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Committees, Rules and Ethics, meeting held April 12, 1988, having had under consideration an ordinance under date of March 30, 1988, authorizing a Supplemental Appropriation to the 1988 Annual Appropriation Ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee with 1 dissenting vote.

Respectfully submitted,  
(Signed) ANNA R. LANGFORD,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:



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

WHEREAS, The regulation of its finances is a matter within the government and affairs of the city; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1988, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as follows:

*Amendments To The 1988 Appropriation Ordinance.*

Fund 300 - Vehicle Tax

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
300	Vehicle Tax Fund Revenue of year 1988 - appropriable Vehicle Licenses		\$50,500,000		\$51,265,000
	Total appropriable for charges and expenditures		\$56,325,000		\$57,090,000

Fund 100 - Corporate

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	100-15-2045 Committee on Committees, Rules and Ethics				
.0000	Personal Services		\$120,000		\$140,000
	100-15-2060 Committee on Education				
.0000	Personal Services		95,465		170,465

4/13/88

## REPORTS OF COMMITTEES

11975

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	100-99-2005				
	Finance General				
.0934	Claims for damages and liabilities against the City when ordered paid by the City Council		400,000		205,000
.9050	For expenses in connection with the activities of the Economic Development Commission: to be expended at the direction of the chairman of the Economic Development Commission		300,000		400,000

## Fund 300 - Vehicle Tax

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	300-15-2165				
	Committee on Traffic Control and Safety				
.0000	Personal Services				\$75,000
	300-25-2005				
	City Clerk				
	3025-Issuance of Vehicle Licenses				
.0308	Staff Assistant		2		22,908
.0338	Director of Management Services		1		40,644
.0729	Information Coordinator		1		30,720
	Streets and Sanitation				
	300-81-2015				
	Bureau of Streets				
.9016	Expenditure of anticipated revenues for alley grading,				

Code	Department And Item	Strike No.     Amount	Insert No.     Amount
	to be expended with the approval of the Budget Director		377,820
.0934	300-99-2005 Finance General Claims for damages and liabilities against the City when ordered paid by the City Council		195,000

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

---

### COMMITTEE ON ECONOMIC DEVELOPMENT.

---

#### DESIGNATION OF HOWARD-PAULINA AREA AS BLIGHTED COMMERCIAL DISTRICT.

The Committee on Economic Development submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Economic Development, having had under consideration a proposed ordinance, introduced by Alderman David D. Orr (49th) under date of March 9, 1988, designating the Howard-Paulina Area as a blighted commercial district pursuant to Article 15.1 of the Municipal Code of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee 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 Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission, hereinafter referred to as the "Commission", is authorized by Article 15.1 of the Municipal Code of the City of Chicago, hereinafter referred to as the "Code", to designate Blighted Commercial Areas; and

WHEREAS, The Commission has designated the Howard-Paulina Area as a Blighted Commercial Area by Resolution 88-CCDC-5, dated February 16, 1988; and

WHEREAS, The City Council of the City of Chicago, hereinafter referred to as the "Council", has received a certified copy of said Resolution 88-CDDC-5, together with the Howard-Paulina Designation Report, dated February, 1988; hereinafter referred to as the "Designation Report"; and

WHEREAS, The Council has studied said Resolution 88-CDDC-5, together with the Designation Report and wishes to evidence its approval of the designation of the Howard-Paulina Area as a Blighted Commercial Area; now, therefore,

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

SECTION 1. The designation of the Howard-Paulina Area as a Blighted Commercial Area, hereafter to be known as the "Howard-Paulina Blighted Commercial Area", is hereby approved. The boundaries of the Howard-Paulina Blighted Commercial Area are as follows:

Beginning at the intersection of the center line of North Greenview Avenue and the north line extended easterly of Lot 60 of Germania's Addition to Evanston being a sub. of Blocks 2 and 3 of Dryer's Lake Shore Addition to Evanston and that part of the NW 1/4 Sec. 29-41-14 lying north of the I.B.L. and south and west of said Blocks 2 and 3; thence southerly along said center line of North Greenview Avenue to the intersection with the south line extended eastward of Lot 1 in Dora K. Smith's Sub. of Lot 1 in Block 3 of Birchwood Beach all in Section 29-41-14; thence westerly along said south line to the intersection with the west line of said Lot 1; thence northerly along said westline to the intersection with the center line of North Rogers Avenue; thence southwesterly along said center line of North Rogers Avenue to the intersection with the east line (extended southward) of Lot 7 in Block 2 Ferguson's Birchwood Addition to Rogers Park being a subdivision of part of the SE Frac. 1/4 Section 30 lying northeasterly of the N.W.E. R.R. Co., right-of-way and part of S.W.

Frac. 1/4 Sec. 29 lying N. of the Indian Boundary Line all in T41-14; thence northerly along the east line of said Lot 7 to the intersection with the center line of the 16-foot public alley parallel to and first northerly of North Rogers Avenue; thence southwesterly along said center line of the aforesaid 16-foot public alley to the intersection with the center line of the 16-foot north-south public alley parallel to and first east of North Ashland Avenue; thence southerly along said center line to the center line of North Rogers Avenue; thence southwesterly along said center line of North Rogers Avenue to the intersection with the west right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific railroad; thence northwesterly along said right-of-way line of the C.M. St. P. and P. Railroad to the intersection with center line of the east-west 16-foot public alley parallel to and first south of West Howard Street; thence westerly along said center line of the east-west alley to the center line of North Wolcott Avenue; thence northerly along said center line to the intersection with the center line of West Howard Street; thence easterly along said center line of West Howard Street to the intersection with a northwesterly line constituting the city limits of Chicago; thence northwesterly along said city limits to the intersection with the west line (extended southward) of the north-south 14-foot public alley first west and parallel to North Paulina Street; thence northerly along said west line of said 14-foot public alley to the center line of West Jonquil Terrace; thence easterly along said center line to the intersection with the center line of the 14-foot north-south public alley parallel to and first east of North Paulina Street; thence southerly along the center line of said 14-foot public alley to the intersection with the north line of Lot 33 extended, in Birchwood Addition in Evanston being a subdivision of that part of the S. 6.25 ch's. of the NE 1/4 of Sec. 30-41-14 lying east of R. of W. of C. M. and St. P. & P. R.R. Co.; thence easterly along said north line to the intersection with the center line of North Marshfield Avenue; thence northerly along said center line to the north line of Lot 17 (extended westward) in block 18 in Birchwood Addition aforesaid; thence easterly along said north line of Lot 17 to the north line of Lot 8 in Block 18 aforesaid to the intersection with the center line of North Ashland Avenue; thence southerly along said center line of North Ashland Avenue to the north line (extended westward) of Lot 32 in Germania Addition to Evanston being a subdivision of Blocks 2 and 3 of Dryer's Lake Shore Addition to Evanston and that part of the NW 1/4 of Section 29-41-14 lying north of the I.B.L. and S and W of said Blocks 2 and 3; thence easterly along said north line of Lot 32 to the center line of the 16-foot north-south public alley parallel to and first east of North Ashland Avenue; thence northerly along the center line of said alley to the north line of Lot 37 (extended) in Germania Addition to Evanston aforesaid; thence easterly along the north line (extended) of said Lot 37 to center line of North Bosworth Avenue; thence southerly along said center line of north Bosworth Avenue to the intersection with the north line of Lot 55 in Germania Addition to Evanston aforesaid; and thence easterly along said North line (extended) to the center line of the 16-foot north-south public alley parallel to and first east of Bosworth Avenue; thence easterly to the north line (extended) of Lot 60 of Germania Addition to Evanston aforesaid; thence easterly along said north line of Lot 60 to the center line of North Greenview Avenue, being the point of beginning, all in Sections 29-41-14 and 30-41-14 in the City of Chicago, County of Cook and State of Illinois.

SECTION 2. This ordinance shall become effective upon its passage.

PROPERTY LOCATED AT 740 NORTH SEDGWICK AVENUE  
APPROVED FOR CLASS 6(b) INCENTIVE BENEFITS  
UNDER COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Burton Natarus (42nd) under date of March 9, 1988, authorizing real estate tax incentives for the property located at 740 North Sedgwick Avenue under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution which is transmitted herewith:

This recommendation was concurred in by seven (7) members of the committee 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 Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*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 Estate Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who rehabilitate, enhance, and occupy property which is located within the City of Chicago and used for industrial or manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Estate Classification Ordinance, wishes to induce industry to locate, expand and reoccupy existing facilities in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Wesley-Jessen, a Division of Schering Corporation, acquired the property having the common street address of 740 North Sedgwick in the City of Chicago; and has commenced to substantially rehabilitate the subject property; and

WHEREAS, Wesley-Jessen purchased the subject property with the expectation that said property would be eligible for Class 6(b) incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The permanent index number for the subject property is 17-09-116-007; and

WHEREAS, Terry L. Engel, as attorney for Wesley-Jessen, has received from the Office of the Assessor, acknowledgment of receipt of a "Pre-eligibility Application" for 6(b) Classification under the Cook County Assessment Classification Ordinance, adopted by the County Board of Commissioners on October 1, 1984; and

WHEREAS, The building located on the subject property has been vacant since well before February 14, 1984; and

WHEREAS, Wesley-Jessen is in the process of expending sums in the reoccupation/rehabilitation efforts for the subject property; and

WHEREAS, The business of Wesley-Jessen is primarily manufacturing, being the manufacturer of contact lens; and

WHEREAS, The use of the subject property will provide significant present and future temporary and permanent employment opportunities for the City of Chicago and more specifically the area in which the property is located; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new construction and reoccupancy of the subject property by Wesley-Jessen will generate significant new revenues to the City and the area in which the property is located in the form of additional real estate 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) incentive benefits pursuant to the Cook County Real Property Assessment Classification Ordinance as amended October 1, 1984.

SECTION 2. Pursuant to the Cook County Real Estate Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the property as Class 6(b) property under the Cook County Real Estate Classification Ordinance and the Class 6(b) incentive shall apply to the property identified in the 1987 Cook County Collector's Warrant Book as permanent real estate tax number 17-09-116-007-0000.

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a 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.

---

PROPERTY LOCATED AT 1015 WEST JACKSON BOULEVARD  
APPROVED FOR CLASS 6(b) INCENTIVE BENEFITS  
UNDER COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Fred B. Roti (1st) under date of March 9, 1988, authorizing real estate tax incentives for the property located at 1015 West Jackson Boulevard under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting vote.

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 Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

The following is said resolution as adopted:



WHEREAS, The County of Cook amended its Real Property Assessment Classification Ordinance, effective October 1, 1984; and

WHEREAS, By virtue of this amendment a new class known as 6(b) was added to said ordinance for incentive abatement purposes; 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, Substantial rehabilitation has been proposed for the abandoned property located on that portion of the real estate identified by Permanent Index Number 17-17-224-016, consisting of a three-story building located on the east 1/2 of Lot 31 and all of Lot 32 in Egan's Subdivision of Block 25, and bearing the street address of 1015 West Jackson Boulevard in the City of Chicago; and

WHEREAS, The aforementioned real estate is located within Enterprise Zone IV as certified by the Department of Commerce and Community Affairs of the State of Illinois; and further that it has been proposed to utilize said real estate for manufacturing and industrial purposes; and

WHEREAS, The aforementioned real estate has been vacant for more than 24 months and qualifies as abandoned property and has been proposed for substantial reoccupancy; and

WHEREAS, The property owner has received from the Office of the Assessor acknowledgement of receipt of a "Pre-eligibility Application" for Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the County Board of Commissioners on October 1, 1984; now, therefore,

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

The subject property at 1015 West Jackson Boulevard, Chicago, Illinois, (Permanent Index Number 17-17-224-016) is appropriate for Class 6(b) incentive abatement under the Cook County Real Property Assessment Classification Ordinance.

---

PROPERTY LOCATED AT 2600 WEST ROOSEVELT ROAD  
APPROVED FOR CLASS 6(b) INCENTIVE BENEFITS  
UNDER COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Sheneather Y. Butler (27th) under date of March 9, 1988, authorizing real estate tax incentives for the property located at 2600 West Roosevelt Road under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting vote.

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 Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The County of Cook amended its Real Property Assessment Classification Ordinance, effective October 1, 1984; and

WHEREAS, By virtue of this amendment, a new class known as 6(b) was added to said ordinance for incentive abatement purposes; and

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

WHEREAS, The building located at the 2600 West Roosevelt Road site has been vacant and qualifies and is proposed for substantial reoccupancy; and

WHEREAS, The City Council of the City of Chicago is desirous of assisting industrial development throughout the City of Chicago; now, therefore,

*Be It Resolved*, That the real estate located at 2600 West Roosevelt Road (parcels 16-13-418-011 and 16-13-418-012) is hereby approved as appropriate for incentive abatement under Class 6(b) of the Cook County Real Property Assessment Classification Ordinance that had become effective October 1, 1984.

PROPERTY LOCATED AT 811 WEST EVERGREEN AVENUE APPROVED  
FOR CLASS 6(b) INCENTIVE BENEFITS UNDER COOK  
COUNTY REAL PROPERTY CLASSIFICATION  
ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Burton Natarus (42nd) under date of March 30, 1988, authorizing real estate tax incentives for the property located at 811 West Evergreen Avenue under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting vote.

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 Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*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 as of October 1, 1984, to provide certain real estate tax incentives to property owners who rehabilitate, enhance and occupy property which is located within the County of Cook and used for manufacturing or industrial purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, wishes to induce industry to locate, expand, and reoccupy existing facilities in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, The 811 West Evergreen Partnership is the owner of the property commonly known as 811 West Evergreen Avenue (hereinafter referred to as the "subject property"), Chicago, Illinois, and is carrying out a substantial rehabilitation of the building located on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Numbers for the subject property are: 17-05-225-004-0000, 17-05-225-011-0000, 17-05-225-012-0000 and 17-05-225-021-0000; and

WHEREAS, The subject property is located within Enterprise Zone IV; and

WHEREAS, Carl DiDonato, member of the 811 West Evergreen Partnership, has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

WHEREAS, The building located on the subject property was in need of substantial rehabilitation; and

WHEREAS, There is substantial rehabilitation work ongoing and planned, and sums have been expended in this rehabilitation and improvement of the subject property; and

WHEREAS, The rehabilitation and 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 rehabilitation and reoccupancy of the subject property will generate significant new revenues to the City in the form of real estate and other tax revenues; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and members of the City Council of the City of Chicago hereby declare:

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 October 1, 1984; and

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property under the Cook County Real Property Classification Ordinance and the Class 6(b) tax incentive shall apply to the property identified as Permanent Real Estate Numbers 17-05-225-004-0000, 17-05-225-011-0000, 17-05-225-012-0000 and 17-05-225-021-0000; and

SECTION 3. 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.

---

RELEVANT CITY AGENCIES URGED TO PROMOTE ESTABLISHMENT  
OF CHICAGO INDUSTRY FOR ASSEMBLY OF HOUSING  
COMPONENTS AND TO COMMENCE DISCUSSIONS  
WITH REPRESENTATIVES OF CHICAGO  
BUILDING TRADES COUNCIL  
REGARDING EMPLOYMENT  
OPPORTUNITIES.

The Committee on Economic Development submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Lawrence S. Bloom (5th) under date of January 13, 1988, directing the Department of Economic Development to take all necessary steps to promote establishment of an industry for the assembly of housing components in Chicago, and directing the relevant city agencies to commence discussions with the Chicago Building Trades to determine the manner in which members of existing or newly created jurisdictional units of labor organizations can be employed in such an industry, begs leave to recommend that Your Honorable Body *Pass* said resolution which is transmitted herewith.

This resolution was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

The following is said amended resolution as adopted:

WHEREAS, The City of Chicago has an obligation to foster the construction of low-cost, safe housing for its residents; and

WHEREAS, Chicago has a shortage of moderately priced housing stock; and

WHEREAS, New techniques for home construction, using factory assembled components have been developed over the past twenty years; and

WHEREAS, Housing constructed of factory assembled components can significantly reduce the shelter costs for Chicagoans; and

WHEREAS, A factory for the assembly of housing components would bring additional employment to residents of Chicago; and

WHEREAS, It is possible to build housing with factory assembled components consistent with housing being built currently in Chicago, now, therefore,

*Be It Resolved*, By the City Council of the City of Chicago, that the Department of Economic Development take all steps necessary to promote establishment of an industry for the assembly of housing components in Chicago consistent with the Chicago Building Code; and

*Be It Further Resolved*, That the relevant city agencies commence discussions with representatives of the Chicago Building Trades Council to determine the manner in which members of existing or newly created jurisdictional units of labor organizations can be employed in such an industry.

---

## COMMITTEE ON EDUCATION.

---

### APPOINTMENT OF MR. JAMES A. DYSON AS MEMBER OF CITY COLLEGE BOARD OF TRUSTEES, DISTRICT NUMBER 508.

The Committee on Education submitted the following report:

CHICAGO, April 12, 1988.

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

Your Committee on Education, having had under consideration a communication signed by The Honorable Eugene Sawyer, Acting Mayor, under the date of March 30, 1988, (which was referred on March 30, 1988) appointing James A. Dyson as a member of the City College Board of Trustees, District No. 508, to fill an unexpired term ending June 30, 1988,

begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

This recommendation was concurred with by unanimous vote by the committee.

Respectfully submitted,  
(Signed) PATRICK O'CONNOR,  
*Chairman.*

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. James A. Dyson as a member of the City College Board of Trustees, District No. 508 was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

APPOINTMENT OF MR. REYNALDO P. GLOVER AS MEMBER  
OF CITY COLLEGE BOARD OF TRUSTEES,  
DISTRICT NUMBER 508.

The Committee on Education submitted the following report:

CHICAGO, April 12, 1988.

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

Your Committee on Education, having had under consideration a communication signed by The Honorable Eugene Sawyer, Acting Mayor, under the date of March 9, 1988, (which was referred on March 9, 1988) appointing Reynaldo P. Glover as a member of the City College Board of Trustees, District No. 508, to fill a vacancy created by the death of Jake D. Green for a term expiring June 30, 1990, begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

This recommendation was concurred with by unanimous vote by the committee.

Respectfully submitted,  
(Signed) PATRICK O'CONNOR,  
*Chairman.*

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Reynaldo P. Glover as a member of the City College Board of Trustees, District No. 508 was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

### COMMITTEE ON LICENSE.

---

#### AMENDMENT OF MUNICIPAL CODE CHAPTER 156, VARIOUS SECTIONS, BY ESTABLISHING OPERATING PROCEDURES FOR VALET PARKING SERVICES AND PENALTY PROVISIONS THEREOF.

The Committee on License submitted the following report:

CHICAGO, April 12, 1988.

*To the President and Members of the Council:*

Your Committee on License, took under consideration a proposed ordinance authorizing the amendment of Chapter 156 of the Municipal Code of the City of Chicago; and authorizing operating procedures for Valet Parking Services. This matter was presented to the committee on April 4, 1988 and considered by the committee on April 4, 1988 and the Committee on License having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinance, as amended, transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) WILLIAM C. HENRY,  
*Chairman.*

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



*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*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 156 of the Municipal Code of Chicago is hereby amended by adding, in their proper numerical sequence, new Sections 156-5 through 156-10, entitled "Valet Parking", as follows:

*Valet Parking.*

*156-5. (a) For the purposes of this chapter, the following terms shall have the following meanings:*

*"Valet parking service" means a parking service provided to accommodate patrons of any business establishment which service is incidental to the business of the establishment and by which an attendant on behalf of the establishment takes temporary custody of the patron's motor vehicle and moves, parks, stores, or retrieves the vehicle for the patron's convenience.*

*"Valet parking operator" means a person who employs one or more attendants for the purpose of providing a valet parking service or who contracts his own services, but not in the capacity of employee, to any business establishment for the purpose of providing a valet parking service to such establishment.*

*(b) For the purposes of sections 156-6 through 156-8, "Commissioner" means the Commissioner of Consumer Services or his designee and "capacity" means the maximum number of occupants permitted in an establishment in accordance with chapter 48 of this code.*

*156-6. (a) Except as provided in section 156-9, no person shall conduct a valet parking service unless he has a valid valet parking operator license issued in accordance with this chapter. A separate license is required for each loading area served.*

*(b) Applications for valet parking operator licenses shall be made to the Commissioner of Consumer Services on forms provided by him for that purpose. Each valet parking operator license issued shall be for a one-year period only, commencing on July 1, and shall have designated thereon the name and address of the licensee and the business*

*establishment to be served by the licensee. The fee for each license shall be \$75.00, not prorated.*

*(c) Applications for the renewal of a valet parking operator license shall be made to the Commissioner, on forms provided by him for that purpose, not less than 60 days prior to the expiration of the license to be renewed. The fee for a renewal shall be the same as for a new license.*

*(d) Valet parking operator licenses shall be nontransferable, and any attempt to transfer a license shall result automatically in the immediate expiration of the license.*

*156-7. (a) No valet parking operator license, or renewal thereof, shall be issued unless the applicant agrees to park all cars entrusted to him in legal off-street or legal on-street sites.*

*(b) No valet parking operator license, or renewal thereof, shall be issued unless the applicant provides proof to the Commissioner that he has obtained liability issuance covering all locations at which he operates or seeks to operate in the minimum amounts of \$500,000 per occurrence for public liability, \$100,000 per occurrence for property damage and \$100,000 per occurrence for garage keepers legal liability. The insurance policy shall be for a term at least coextensive with the duration of the license and shall not be subject to cancellation except upon 30 days prior notice to the Commissioner. Upon the termination or lapse of the licensee's insurance coverage, any license issued to him shall automatically expire.*

*(c) No valet parking operator license, or renewal thereof, shall be issued unless the applicant provides proof to the Commissioner that the business establishment for which the valet parking service is to be provided has made available a loading zone area at least 25 feet in length immediately adjacent to its premises for the pickup and delivery of the patrons' vehicles. Where the loading zone is to be on-street, the business establishment shall have applied to the Commissioner of Public Works in accordance with chapter 27 of this code for the designation of a curb loading zone, and no license shall be issued for the operation of a valet parking service at that establishment unless and until the designation has been approved and the curb loading signs have been installed.*

*(d) No valet parking operator license, or renewal thereof, shall be issued to any applicant who has been found in violation of any provision of section 156-6 or 156-8 of this chapter two or more times within the 180-day period prior to the date of the application or three or more times within the 365-day period prior to the date of the application.*

*156-8. (a) Every business establishment for which a valet parking service is provided shall cause the rates, if any, for the service to be posted in a conspicuous location adjacent to the loading zone, but not on the public way. The Commissioner of Consumer Services shall inspect such establishments to determine that the rates, if any, are accurately and properly posted and shall suspend any valet parking operator's license as to any business establishment being served for so long as the establishment fails to post rates as required herein. No sign advertising a valet parking service shall be placed or posted on the public way.*

*(b) No valet parking operator shall park or suffer its agent to park patron vehicles upon the public way, except under lawful conditions upon such main thoroughfares of the City as are designated as Snow Routes pursuant to Chapter 27 of this code.*

*(c) Every valet parking operator shall place or cause his agent to place on the dashboard of each patron vehicle a sign or placard of a size no smaller than 8-1/2 inches by 11 inches in such a manner so as to be conspicuously visible through the windshield of the patron vehicle. The sign or placard shall contain the following information in red or black letters no less than one inch high: "This Vehicle Parked By (valet parking operator) For Customer Of (business establishment)." In addition, each attendant of a valet parking operator shall, while on duty, wear conspicuously placed on his clothing insignia which identifies the valet parking operator for whom the attendant is working.*

*(d) If the valet parking operator and the business establishment being served are one and the same, the valet parking operator license shall be posted in plain view next to the establishment's other business licenses. If the valet parking operator and the business establishment being served are not one and the same, the valet parking operator shall post his license in plain view immediately inside the entrance of the business establishment being served.*

*156-9. Sections 156-6 through 156-8 shall not apply to any business establishment that provides patron parking entirely and solely on its premises or to any hotel that provides parking entirely on its premises for its guests or for patrons of business establishments located on the hotel's premises.*

*156-10. Any person convicted of a violation of any provisions of section 156-6 or 156-8 shall be fined not less than \$50.00 and not more than \$500.00 for each offense, and each day that an offense continues shall constitute a separate and distinct offense. In addition, the license of a valet parking operator who has been convicted of three such offenses within a 180-day period shall be revoked by the Commissioner.*

SECTION 2. Chapter 156 of the Municipal Code of Chicago is hereby amended in Section 156-28 by deleting the language in brackets and adding the language in italics, as follows:

*156-28. Except as otherwise provided, [Any] any person [violating] who violates any of the provisions of this chapter shall be fined not less than [ten dollars] \$50.00 nor more than [two hundred dollars] \$500.00, and every day that any violation of this chapter shall occur shall constitute a separate and distinct offense.*

SECTION 3. This ordinance shall be effective from and after June 1, 1988.

---

COMMITTEE ON POLICE, FIRE AND  
MUNICIPAL INSTITUTIONS.

APPOINTMENT OF MR. RUSSELL EWART AS MEMBER OF  
CHICAGO POLICE BOARD.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Police, Fire and Municipal Institutions, meeting held on April 11, 1988, having had under consideration a written communication signed by The Honorable Mayor Eugene Sawyer, (which was referred on February 10, 1988) appointing Russell Ewart as a member of the Chicago Police Board to replace Frances Kahn Zemans for a term expiring August 10, 1992, begs leave to recommend that Your Honorable Body *Approve* the said recommendation which is transmitted herewith.

This recommendation was concurred in by eight (8) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Russell Ewart as a member of the Chicago Police Board was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, recognized the presence of Mr. Russell Ewart who was warmly applauded by the City Council and assembled guests.

---

REAPPOINTMENT OF MR. MARSHALL KORSHAK AS  
MEMBER OF CHICAGO POLICE BOARD.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Police, Fire and Municipal Institutions, meeting held on April 11, 1988, having had under consideration a written communication signed by The Honorable Mayor Eugene Sawyer, (which was referred on February 10, 1988) reappointing Marshall Korshak as a member of the Chicago Police Board for a term expiring August 10, 1992, begs leave to recommend that Your Honorable Body *Approve* the said recommendation which is transmitted herewith.

This recommendation was concurred in by eight (8) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Marshall Korshak as a member of the Chicago Police Board was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

*Nays* -- None.

---

AMENDMENT OF MUNICIPAL CODE CHAPTER 183 BY  
ADDING NEW SECTIONS 183-14.1 AND  
183-16.1 CONCERNING SALE AND  
PURCHASE OF REPLICA  
FIREARMS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, April 13, 1988.

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

Your Committee on Police, Fire and Municipal Institutions, meeting held on April 11, 1988, having had under consideration a substitute ordinance introduced by Alderman Krystyniak regarding the Municipal Code Amendment to ban sale or purchase of toy guns which fire pellets of paint (which was referred on April 11, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by eight (8) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*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 183 of the Municipal Code of the City of Chicago, entitled "Weapons," is hereby amended by inserting therein, in their proper numerical sequence, two new sections to be known as Sections 183-14.1 and 183-16.1, as follows:

*183-14.1. (a) It shall be unlawful for any person to purchase, possess, use, sell, give away or otherwise transfer, or to engage in the business of selling or to exhibit for sale, a replica firearm, paint pellet or paint pellet gun in the City of Chicago, except as provided in subsection 183-14.1(c).*

*(b) For the purposes of this chapter, the following terms shall have the following meanings:*

*"Replica firearm" means any device, object or facsimile made of plastic, wood, metal or any other material, that a person could reasonably perceive as an actual firearm, but that is incapable of being fired or discharged, except that the term shall not include any replica of an antique firearm, as defined in chapter 11.1; section 11.1-1(b) of this code.*

*"Paint pellet" means a pellet or projectile of paint which explodes upon impact.*

*"Paint pellet gun" means any firearm, toy firearm or toy in the nature of a firearm which is powered by compressed gas and which fires paint pellets.*

*(c) The manufacture, marketing, distribution, sale and possession of replica firearms are permitted if the devices are manufactured, marketed, distributed, sold or held (1) solely for subsequent transportation in intrastate, interstate or foreign commerce, or (2) solely for use in theatrical productions, including motion picture, television and stage productions. Such devices shall not be displayed to the general public or sold for other use in the city.*

*(d) Any person who violates the provisions of this section, upon conviction thereof, shall be fined not less than \$100 nor more than \$500 for each offense. Any such violation may also be punishable as a misdemeanor by incarceration in a penal institution other than a penitentiary for up to six months under the procedures set forth in section 1-2-1.1 of the Illinois Municipal Code, Ill. Rev. State. ch. 24, § 1-2-1.1 (1985), as amended, and in the Illinois Code of Criminal Procedure, Ill. Rev. Stat. ch. 38, § 100-1 et seq. (1985), as amended, in a separate proceeding. All actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure, Ill. Rev. Stat. ch. 110, §1-101, et seq. (1985), as amended. Each purchase, use, sale, gift or transfer of any such firearm, toy or paint pellet shall be deemed a separate and distinct offense, and each day a person unlawfully engages in the business of selling or exhibits for sale any such firearm or toy shall be deemed a separate and distinct offense.*

*183-16.1. No person shall alter any air rifle, air gun, toy firearm or toy in the nature of a firearm in such a way that it can fire any type of projectile other than that which it was designed by its manufacturer to fire.*

SECTION 2. This ordinance shall take effect upon passage.

---

## COMMITTEE ON STREETS AND ALLEYS.

---

### APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys to which had been referred on October 17, 1985, October 28, November 10, December 16 and 30, 1987, fifteen proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

On separate motions made by Alderman Gabinski, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

*Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.*

*Nays -- None.*

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

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

*American Medical Association.*

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

SECTION 1. Permission and authority are hereby given and granted to American Medical Association, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) subsurface vaults used for storage.

- A -- Outside dimensions of the north-south vault are 118 feet in length by 14 feet in width, equaling an area of approximately 1,652 square feet. Beginning point of said vault is approximately 18 feet south of the north line of West Grand Avenue.
- B -- Outside dimensions of the east-west vault are 157 feet in length by 18 feet in width, equaling an area of approximately 2,826 square feet. Beginning point of said vault being approximately 188 feet west of the west line of North State Street and continues in a westerly direction under and along the northerly side of West Grand Avenue, a distance of 157 feet, to a point approximately 14 feet east of east line of North Dearborn Street and West Grand Avenue. Said vaults are attached at basement level to the premises known as 535 North Dearborn Street.

Authority herein granted for a period of five (5) years from and after October 26, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Six Hundred Twenty-seven and no/100 Dollars (\$3,627.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or



appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance

coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*American National Bank And Trust Company, As Trustee,  
Under Trust 57183.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank & Trust Company, as Trustee U/T 57183, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an oil tank under the public way adjacent to its premises located at 33 East Cedar Street and described as follows: said oil tank shall be eight (8) feet in diameter, thirty-two (32) feet in length, and shall be maintained at three point five (3.5) feet below grade at a point approximately two hundred sixty-five (265) feet east of the east line of North Rush Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after April 21, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to 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, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in

any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*Burlington Northern Railroad Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Burlington Northern Railroad Company, upon the terms and subject to the conditions of this ordinance to install, maintain and use an inspection manhole in the public way adjacent to its premises located at 1443--1449 South Canal Street. Said inspection manhole shall be located on South Canal Street approximately one hundred fifty (150) feet south of West Maxwell Street and shall be eight (8) feet in depth and three (3) feet in diameter.

Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to 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, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the

faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*Dario Chiappini And Giulia Chiappini.*

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

SECTION 1. Permission and authority are hereby given and granted to Dario Chiappini and Giulia Chiappini, upon the terms and subject to the conditions of this ordinance, to maintain and use as now erected, an I-Beam over the public way adjacent to premises located at 460 North Union Street and described as follows: said I-Beam shall be no less than twelve (12) feet six (6) inches above surface grade, shall extend six (6) feet six (6) inches from the building over the public way, and shall be five (5) inches in width. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after July 7, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*Chicago Market Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Market Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform adjacent to its premises at 1101 West Fulton Street and described as follows: said loading platform shall be located on the southwest corner of West Fulton Market and North Aberdeen Street adjoining the premises known as 1101 West Fulton Street and 220--232 North Aberdeen Street. Said loading platform shall not exceed one hundred forty-two (142) feet in length, fourteen (14) feet two (2) inches in width, nor two (2) feet in height at the curb on North Aberdeen Street, and shall contain a ramp six (6) feet in width at the curb at both ends of said platform on North Aberdeen Street. Said loading platform not to exceed one hundred eleven (111) feet in length, sixteen (16) feet in width near the intersection of North Aberdeen Street and West Fulton Market. The loading platform between the ramps and the building line shall be protected with iron railings. The above named privilege is herein given and granted for a period of five (5) years from and after July 5, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Thirty-six and no/100 Dollars (\$1,536.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*Devon Bank, As Trustee, Under Trust 4561.*

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

SECTION 1. Permission and authority are hereby given and granted to Devon Bank, as Trustee, U/T 4561, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, a guard rail adjacent to its premises known as 115 North Wells Street and described as follows: said guard rail shall be ninety-eight (98) feet in length and one (1) foot in protrusion over and along the southerly side of West Court Place adjacent to the north property line of the above premises. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 15, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way

over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Seven Hundred Ninety-nine and no/100 Dollars (\$1,799.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing

insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*Lake Shore National Bank, As Trustee,  
Under Trust 4361.*

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

SECTION 1. Permission and authority are hereby given and granted to Lake Shore National Bank, as Trustee, U/T 4361, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a decorative archway constructed of wrought iron, masonry cement, and steel. Said archway shall span the width of Arcade Court immediately east of the east line of South LaSalle Street adjacent to its property located at 19 South LaSalle Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Four Hundred Fifty-eight and no/100 Dollars (\$1,458.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for

this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*LaSalle National Bank, As Trustee, Under Trust 54214.*

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee, U/T 54214, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed six (6) entry vestibules in the public way immediately adjacent to its commercial and residential buildings located, respectively, at 620, 640, 680, 700, 740, and 780 South Federal Street. The entry vestibules located at 620, 640, 680, 740 and 780 South Federal Street shall each have a width of twenty-two (22) feet,

a depth of four (4) feet, and a height of twelve (12) feet. The entry vestibule at 700 South Federal Street shall have a width of twenty-five (25) feet, a depth of ten (10) feet, and a height of twenty-two (22) feet. Said privileged use of the public right of way shall exist by authority herein granted for a period of five (5) years from and after October 6, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand One Hundred Thirty-five and no/100 Dollars (\$1,135.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The

grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*Mr. James R. Lowenstine.*

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

SECTION 1. Permission and authority are hereby given and granted to James R. Lowenstine, upon the terms and subject to the conditions of this ordinance, to maintain and



use as now constructed a stairwell surrounded by a fence and a bay window adjacent to his property located at 23 East Scott Street and described as follows: said stairwell to be used for entrance purposes and shall not extend more than eleven (11) feet ten (10) inches from the property line to the sidewalk line and shall be approximately seventeen (17) feet in width. Said area shall be well-lighted at dusk and there shall be a sign posted on grantee's property warning pedestrians of the above mentioned structures located on the public way. Authority for the above named privileges is herein given and granted for a period of five years from and after July 21, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Thirty-seven and no/100 Dollars (\$937.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*James Ronan Company, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to James Ronan Company, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, an I-beam adjacent to its premises located at 834 West Fulton Street. Said I-beam shall extend fourteen (14) feet over the public way and shall be ten (10) feet above the public way. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after November 4, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to 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, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of

Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*University Of Chicago  
(File Number 12).*

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twenty (20) inch concrete conduit with a three (3) inch tile drain underneath the same, for steam, hot water, and compressed air transmission. Said conduit and tile drain shall run under and across South University Avenue at a point one hundred forty-three (143) feet south of the south line of East 57th Street. Authority for the above named privileges is herein given and granted for a period of five (5) years from and after June 12, 1987, File No. 12.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to 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, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

*University Of Chicago  
(File Number 24).*

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an existing steam line running a distance of approximately eighty (80) feet southeasterly under and across South Ellis Avenue from an existing steam vault located on the west side of South Ellis Avenue approximately two hundred forty-four (244) feet south of the south property line of East 56th Street, to a steam vault approximately six (6) feet by eight (8) feet, to be located under the sidewalk on the east side of South Ellis Avenue approximately two hundred eighty (280) feet south of the south line of East 56th Street. A steam line conduit runs north from said steam vault under the sidewalk on the east side of South Ellis Avenue, a distance of approximately twenty-four (24) feet, thence east four (4) feet onto private property, thence from private property under and across East 56th Street at a point one hundred ten (110) feet east of the east line of South Ellis Avenue. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after August 4, 1987, File No. 24.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to 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, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the

City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.



SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*University Of Chicago  
(File Number 26).*

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, an Illinois not-for-profit corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a three-inch steam pipe in a ten (10) inch EBKO steel casing all under and a one (1) and one-half (1/2) inch return steam pipe in a six (6) inch EBKO steel casing and having a crown pavement of not less than six (6) inches of reinforced concrete slab curb to curb, from a point on the west side of South University Avenue connecting with the existing expansion pipe at a point one hundred eighty-five (185) feet, two (2) inches north of the north curb line of East 57th Street, thence east under and across South University Avenue, to a point under the sidewalk on the east side of said South University Avenue, thence south a distance of nineteen (19) feet underneath the sidewalk, thence east into private property, together with the necessary manholes and covers; for a period of five (5) years from and after October 9, 1987, File No. 26.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to 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, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of

Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*University Of Chicago*  
(File Number 35).

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a steam tunnel used to distribute steam for heating purposes. Said steam tunnel shall be constructed of concrete and not exceed five (5) feet ten (10) inches in width nor three (3) feet eight (8) inches in height, outside dimensions, and contain a ten (10) inch O.D. steel steam pipe and steel ten (10) O.D. water pipe. Said steam tunnel shall be placed at a depth of approximately four (4) feet and be under and across South Ellis Avenue from a point on the west line thereof thirty-two (32) feet south of the south line of East 60th Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after November 3, 1987, File No. 35.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to 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, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the

annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

*Water Tower Trust And Savings Bank.*

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

SECTION 1. Permission and authority are hereby given and granted to Water Tower Trust and Savings Bank, upon the terms and subject to the conditions of this ordinance to construct, maintain, and use an identity and location sign on the southeast corner of East Superior Street and North Michigan Avenue adjacent to its property located at 717 North Michigan Avenue. Said occupation of space is approximately ten (10) feet in height, three (3) feet in width and six (6) inches in depth. This privilege to remain in effect for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Eighty-nine and no/100 Dollars (\$389.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the

premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have 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 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of 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 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

---

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE FOR  
SIDEWALK CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred September 9, 1987 and March 30, 1988, fifteen proposed ordinances for grants of privilege for sidewalk cafes in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

On separate motions made by Alderman Gabinski, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

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

*Breakfast Club, Incorporated (Doing Business As  
Breakfast Club).*

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

SECTION 1. Permission and authority are hereby given and granted to Breakfast Club, Incorporated, doing business as Breakfast Club, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 1381 West Hubbard Street. Said sidewalk cafe area shall be seventy-three (73) feet in length and six (6) feet in width for a total of four hundred thirty-eight (438) square feet and shall begin seven (7) feet six (6) inches from the face of the curb line along North Noble Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.  
Compensation: \$300.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.



SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

*Carmen's Of Loyola, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Carmen's of Loyola, Incorporated  
6568 North Sheridan Road  
372 square feet total area  
Monday through Sunday, 11:00 A.M. to 12:00 Midnight  
Compensation: \$253.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and City Comptroller in 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation,

alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

---

*Falcoma Corporation (Doing Business As Mama Falco).*

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

SECTION 1. Permission and authority are hereby given and granted to Falcoma Corporation, doing business as Mama Falco, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 20 South Wells Street. Said sidewalk cafe area shall be twenty (20) feet in length and eight (8) feet in width for a total of one hundred sixty (160) square feet and shall begin seven (7) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 6:00 P.M.

Compensation: \$621.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults,

sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Flapjaw's Saloon, Limited (Doing Business As  
Flapjaw's Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Flapjaw's Saloon, Limited, doing business as Flapjaw's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 22 East Pearson Street. Said sidewalk cafe area shall be forty-three (43) feet in length and thirteen (13) feet six (6) inches in width for a total of five hundred eighty-one (581) square feet and shall begin ten (10) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 9:00 P.M.  
Compensation: \$1,046.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation,

alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Forana, Incorporated (Doing Business As  
Nancy's Pizza).*

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

SECTION 1. Permission and authority are hereby given and granted to Forana, Incorporated, doing business as Nancy's Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3700 North Clark Street. Said sidewalk cafe area shall be fifty-two (52) feet in length and twenty (20) feet in width for a total of one thousand forty (1,040) square feet and shall begin five (5) feet from the face of the curb line along West Waveland Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon through 12:00 Midnight  
Compensation: \$908.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction,



alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Java Jive, Limited (Doing Business As Java Jive).*

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

SECTION 1. Permission and authority are hereby given and granted to Java Jive, Limited, doing business as Java Jive, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 909 West School Street. Said sidewalk cafe area shall be eleven (11) feet in length and seventeen (17) feet in length for a total of one hundred eighty-seven (187) square feet and shall begin six (6) feet from the face of the curb line along West School Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 12:00 Midnight  
Compensation: \$300.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to

recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Leona's Pizzeria, Incorporated (Doing  
Business As Leona's Pizzeria).*

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

SECTION 1. Permission and authority are hereby given and granted to Leona's Pizzeria, Incorporated, doing business as Leona's Pizzeria upon the terms and subject to the

conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 6935 North Sheridan Road. Said sidewalk cafe area shall be ninety (90) feet in length and twenty (20) feet in width for a total of eighteen hundred (1,800) square feet and shall have seven (7) feet of clear space from seats to building along West Morse Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 10:00 P.M.  
Friday and Saturday, 10:00 A.M. to 12:00 Midnight  
Compensation: \$1,224.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary

that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Melrose Corporation (Doing Business As Melrose Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Melrose Corporation, doing business as Melrose Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3233 North Broadway. Said sidewalk cafe

area shall be forty-five (45) feet in length and ten (10) feet in width for a total of four hundred fifty (450) square feet and shall begin seven (7) feet from the face of the curb line along West Melrose Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight  
Compensation: \$450.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation,

alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Ms. Angela Mitchell (Doing Business As Artist's Snack Shop).*

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

SECTION 1. Permission and authority are hereby given and granted to Angela Mitchell, doing business as Artist's Snack Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to the premises located at 412 South Michigan Avenue. Said sidewalk cafe area shall be fifty-seven (57) feet in length and thirteen (13) feet in width for a total of seven hundred forty-one (741) square feet and shall begin fifteen (15) feet from the

face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,038.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written



notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Mondelli's Lounge, Incorporated (Doing Business As Mondelli's).*

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

SECTION 1. Permission and authority are hereby given and granted to Mondelli's Lounge, Incorporated, doing business as Mondelli's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to the premises located at 7 East Oak Street. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet in width for a total of three hundred (300) square feet and shall begin seven (7) feet from the face of the curb line along East Oak Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.  
Compensation: \$540.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written

notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Mr. Peter Georgiou (Doing Business As P.K.'s Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Peter Georgiou, doing business as P.K.'s Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to his property located at 659 North State Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and fifteen (15) feet in width for a total of five hundred twenty-five (525) square feet and shall begin five (5) feet from the face of the curb line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 9:00 P.M.  
Compensation: \$945.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be

final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*River North Brewery (Doing Business As  
Sieben Brewing Company).*

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

SECTION 1. Permission and authority are hereby given and granted to River North Brewery, doing business as Sieben Brewing Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 436 West Ontario Street. Said sidewalk cafe area shall be one hundred three (103) feet in length and twelve (12) feet in width for a total of one thousand two hundred thirty-six (1,236) square feet and shall begin five (5) feet

from the face of the curb line along West Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$841.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including, November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby

authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Salvador's Mexican Restaurant Of Randolph  
(Doing Business As Salvador's).*

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

SECTION 1. Permission and authority are hereby given and granted to Salvador's Mexican Restaurant of Randolph, doing business as Salvador's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 30 East Randolph Street. Said sidewalk cafe shall be sixty (60) feet in length and ten (10) feet six (6) inches in width for a

total of six hundred thirty (630) square feet and shall begin nine (9) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 10:45 P.M.  
Compensation: \$2,445.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be



final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Speedy Ennui, Incorporated (Doing Business As Speedy Ennui).*

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

SECTION 1. Permission and authority are hereby given and granted to Speedy Ennui, Incorporated, doing business as Speedy Ennui, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 6981 North Sheridan Road. Said sidewalk cafe area shall be twenty (20) feet in length and eighteen (18) feet in width for a total of three hundred sixty (360) square feet and shall have six (6) feet of clear space for pedestrian flow along West Lunt Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe are as follows:

Sunday through Thursday, 8:00 A.M. to 10:00 P.M.  
Friday and Saturday, 8:00 A.M. to 12:00 Midnight  
Compensation: \$300.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

*Windy City Gyros, Incorporated (Doing Business  
As Windy City Gyros).*

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

SECTION 1. Permission and authority are hereby given and granted to Windy City Gyros, Incorporated, doing business as Windy City Gyros, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3930--3932 North Broadway. Said sidewalk cafe shall be eighty (80) feet in length and ten (10) feet in width along West Dakin Street and shall be forty-five (45) feet in length and eight (8) feet in width along North Broadway for a total of one thousand one hundred sixty (1,160) square feet and shall begin five (5) feet from the face of the curb line along West Dakin Street and North Broadway, respectively. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 10:00 A.M. to 12:00 Midnight  
Compensation: \$789.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including, November 1, 1988.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have 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.

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 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 Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to 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 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Real Estate Section.

---

#### GRANTS OF PRIVILEGE IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys, to which had been referred on May 13, September 22, 29, October 28, November 10, December 9, 29 and 30, 1987, fifteen proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

On separate motions made by Alderman Gabinski, each of the said proposed orders was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

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

*A. & G. Restaurant: Canopy.*

*Ordered*, That the City Comptroller is hereby authorized to issue a permit to A. & G. Restaurant, to maintain and use an existing canopy over the public right of way in South Franklin Street attached to the building or structure located at 327 South Franklin Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 4 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

*American National Bank & Trust Company Of Chicago,  
As Trustee, Trust Number 66746: Canopy.*

*Ordered*, That the City Comptroller is hereby authorized to issue a permit to American National Bank & Trust Company of Chicago, not personally, but solely as Trustee, under Trust No. 66746, to construct, maintain and use a canopy over the public right of way in South Cornell Avenue attached to the building or structure located at 5100 South Cornell Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 21 feet in length, nor 10 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Mr. Julius W. Bishop: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Julius W. Bishop, to maintain and use an existing canopy over the public right of way in North Damen Avenue attached to the building or structure located at 4821 North Damen Avenue for a period of three (3) years from and after December 29, 1985, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 feet in length, nor 8 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

*Citicorp Savings Of Illinois: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Citicorp Savings of Illinois, to maintain and use an existing canopy over the public right of way in West 47th Street attached to the building or structure located at 1751 West 47th Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 10 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

*Dee's Restaurant: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Dee's Restaurant, to maintain and use three (3) existing canopies over the public right of way in West Armitage Avenue attached to the building or structure located at 1114 West Armitage Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 19 feet, 7 feet and 9 feet respectively in length, nor 2 at 4 feet and 1 at 6 feet respectively in width: Upon the filing of the acceptance and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per

annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

---

*Mr. Joseph Gies: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Joseph Gies, to maintain and use three (3) canopies over the public right of way in North Southport Avenue attached to the building or structure located at 3345 North Southport Avenue for a period of three (3) years from and after September 28, 1986, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopies not to exceed 5 feet in length, nor 3 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

---

*La Canasta, Incorporated: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to La Canasta, Incorporated, to maintain and use an existing canopy over the public right of way in West Armitage Avenue attached to the building or structure located at 1007 West Armitage Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 2 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

*Marbell, Incorporated (Doing Business As  
Sherlock's Home: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Marbell, Incorporated, doing business as Sherlock's Home, to construct, maintain and use three (3)



canopies over the public right of way in North Clark Street attached to the building or structure located at 7121 North Clark Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 4 feet, 9 feet and 30 feet respectively in length, nor 2 feet, 2 feet and 5 feet respectively in width: Upon the filing of the acceptance and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

---

*Purtill's Foods, Incorporated: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Purtill's Foods, Incorporated, to maintain and use a canopy over the public right of way in North State Street attached to the building or structure located at 1129 North State Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 3 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

*Plitt Theatres (Doing Business As Chestnut Station Theatres): Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Plitt Theatres, doing business as Chestnut Station Theatres, to maintain and use an existing canopy over the public right of way in North Clark Street attached to the building or structure located at 830 North Clark Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 42 feet in length, nor 6 feet in width: Upon the filing of the acceptance and payment of Sixty-seven and no/100 Dollars (\$67.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Hammacher Schlemmer: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Hammacher Schlemmer, to maintain and use three (3) canopies over the public right of way in North Michigan Avenue attached to the building or structure located at 618 North Michigan Avenue for a period of three (3) years from and after December 3, 1987, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopies not to exceed 10 feet in length, nor 3 feet in width: Upon the filing of the acceptance and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

---

*Twelve North Venture: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Twelve North Venture, to construct, maintain and use one (1) canopy over the public right of way in North Michigan Avenue attached to the building or structure located at 20 North Michigan Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 2 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

*Twin Anchors, Incorporated: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Twin Anchors, Incorporated, to maintain and use two (2) canopies over the public right of way in North Sedgwick Street attached to the building or structure located at 1655 North Sedgwick Street for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopies not to exceed 31 feet and 6 feet respectively in length, nor 4 feet in width: Upon the filing of the acceptance and payment of One Hundred Six and no/100 Dollars (\$106.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee

shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

---

*Veterans Foundation, Incorporated: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Veterans Foundation, Incorporated, to maintain and use an existing canopy over the public right of way in North Clark Street attached to the building or structure located at 4858 North Clark Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 5 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

*Woman's Athletic Club Of Chicago: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Woman's Athletic Club of Chicago, to maintain and use a canopy over the public right of way in East Ontario Street attached to the building or structure located at 116--122 East Ontario Street for a period of three (3) years from and after December 13, 1987, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 10 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

---

AMENDMENT OF GRANT OF PRIVILEGE TO  
OYSTER, INCORPORATED  
(CANOPY).

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the order passed by the City Council on October 30, 1987, page 5759 C.P. granting permission to the Oyster, Incorporated, upon the terms and subject to the conditions of this order be and the same is hereby amended by striking out as printed, the following:

"(3) existing canopies"  
"9 feet, 9 feet and 5 feet in length"  
"5 feet, 5 feet, and 9 feet in width"  
"One Hundred Fifty and no/100 Dollars (\$150.00)"

and inserting in lieu thereof:

"(1) existing canopy"  
"24 feet in length"  
"2 1/2 feet in width"  
"Fifty and no/100 Dollars (\$50.00)".

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

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

VACATION OF PORTION OF WEST 14TH STREET AND  
DEDICATION OF PORTION OF SOUTH  
STEWART AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, An ordinance passed by the City Council on July 29, 1987, appearing on pages 2873, 2874 and 2875 of the Journal of the Proceedings of said date, providing for "Vacation of portion of West 14th Street between South Canal Street and South Stewart Avenue in conjunction with dedication of additional property for public use"; and

WHEREAS, Said ordinance was not recorded within the time limit of ninety (90) days as provided in the ordinance; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the West 14th Street lying south of the south line of Lot 1 in

Subdivision of Lot 6 in Block 61 in Canal Trustees' New Subdivision of Blocks in the N. W. 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian (except Blocks 57 and 58);

Lying south on the south line of Lot 7 in Block 61 in Canal Trustees' New Subdivision aforementioned; lying south of the south line of Lot 9 in

Assessor's Division of Lots 8 and 9 in Block 61 in Canal Trustees' New Subdivision aforementioned; lying north of the north line of Lot 1 in G. W. Clarke's Subdivision of Lot 5, in Block 60 in Canal Trustees' New Subdivision aforementioned; lying north of the north line of Lots 1, 2, and 3 in Assessor's Division of Lots 3 and 4 in Block 60 in Canal Trustees' New Subdivision aforementioned;

Lying east of a line drawn from the southwest corner of Lot 1 in Subdivision of Lot 6 in Block 61 in Canal Trustees' New Subdivision aforementioned to the northwest corner of Lot 1 in G. W. Clarke's Subdivision aforementioned; and lying west of the northwardly extension of a line which is 222 feet east of and parallel to the west line of Lot 1 in G. W. Clarke's Subdivision aforementioned; said part of public street herein vacated being further described as the west 222.0 feet of West 14th Street lying east of the east line of South Canal Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Burlington Northern Railroad Company shall dedicate or cause to be dedicated to the public and open up for public use as a public street the following described property:

That part of vacated West 14th Place and vacated West Barber Street as vacated per document 5507200; together with that part of Lots 1, 2, 3, 6, 7, 8 and part of vacated public alley in the Subdivision of Lot 8 in Block 60 in Canal Trustees New Subdivision in the N. W. 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian (except Blocks 57 and 58) and that part of Lots 3, 4, 5, 8 and 9 in Assessor's Division of Lots 3 and 4 in Block 60 in Canal Trustees New Subdivision in the N. W. 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian (except Blocks 57 and 58) described as follows: beginning at a point on the

east line of South Canal Street, 396.0 feet south of the south line of West 14th Street; thence south along said east line 33.0 feet; thence east parallel with said south line of West 14th Street 255.0 feet; thence north parallel with said east line of South Canal Street 429.0 feet to the south line of West 14th Street; thence west along said south line 33.0 feet; thence south parallel with the east line of South Canal Street 396.0 feet; thence west parallel with the south line of West 14th Street, 222.0 feet to the point of beginning, in Cook County, Illinois,

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, The Burlington Northern Railroad Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Thirty-nine Thousand Dollars (\$39,000.00), was paid October 13, 1987, which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to West 14th Street hereby vacated, similar to the sidewalk and curb in and to the public streets herein dedicated.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Burlington Northern Railway Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be force from and after its passage.

[Drawing attached to this ordinance printed on page 12068 of this Journal.]

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

Canal Trustees' New Sub. of Blks. in N.W. 1/4 of Sec. 21-39-14 except Blks 57 & 58

Sub. of Lot 6, Blk. 61, Canal Trustees' Sub. (See "A")

Assessor's Division of Lots 8 & 9, Blk. 61, Canal Trustees' (See "A")

G.W. Clarke's Sub. of Lot 5, Blk. 60, Canal Trustees' Sub. (See "A")

Assessor's Div. of Lots 3 & 4, Blk. 60, Canal Trustees' Sub. (See "A")

J Nutt's Sub. of Lot 2, Blk. 60, Canal Trustees' (See "A")

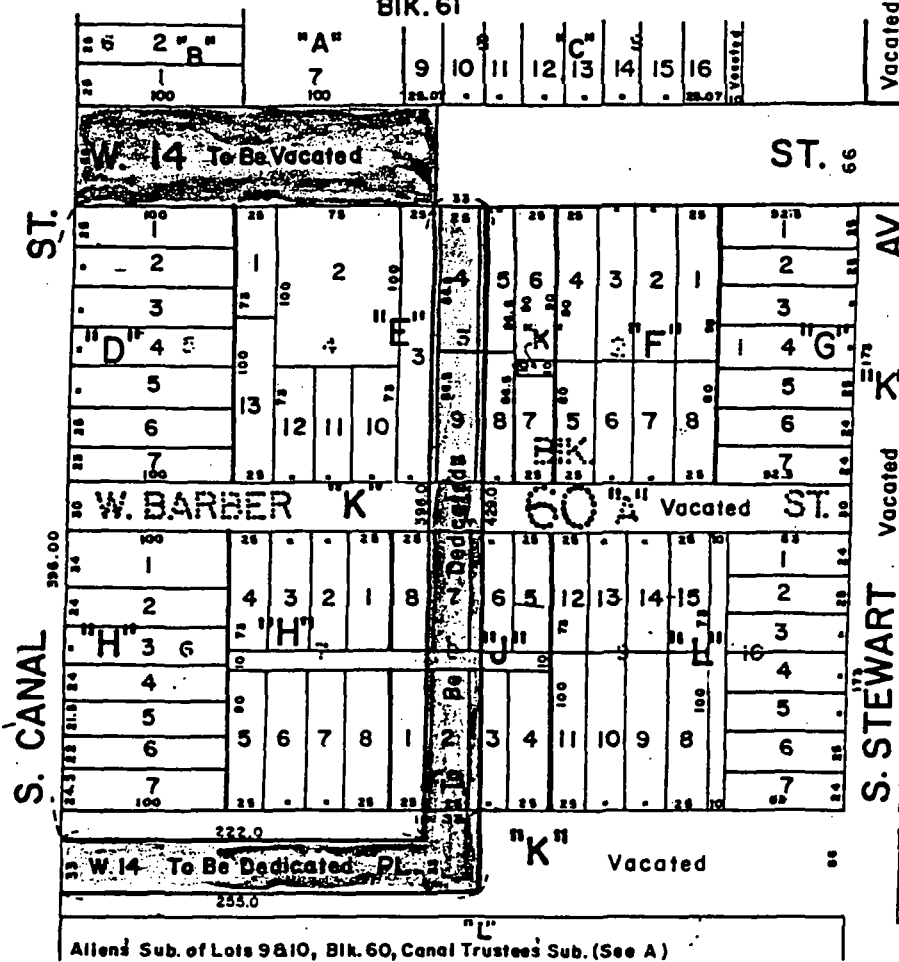
Q.J. Rose's Sub. of Lot 1, 60, Canal Trustees' Sub. (See "A")

Sub. of Lot 7, Blk. 60, Canal Trustees' Sub. (See "A")

Sub. of Lot 8, Blk. 60, Canal Trustees' Sub. (See "A")

Vacated by Passed Mar. 23, 1914. Rec. Oct. 6, 1914 Doc. 5507200

BLK. 61



VACATION OF PORTION OF WEST RACE AVENUE IN AREA  
BOUNDED BY WEST OHIO STREET, WEST GRAND  
AVENUE, NORTH ASHLAND AVENUE AND  
NORTH ARMOUR STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the West Race Avenue lying north of the north line of Lots 1 to 9, both inclusive; lying south of the south line of Lots 10 to 15, both inclusive; lying west of a line drawn from the northeast corner of Lot 9 to the southeast corner of Lot 10 all in

Subdivision of Block 15 in Bickerdike's Addition to Chicago being the W. 1/2 of the N.W. 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian;

and lying west of the east line of North Ashland Avenue as widened by Circuit Court, Docket No. B-71144 Order of Possession February 9, 1945; said public street herein vacated being further described as all that part of West Race Avenue lying between the east line of North Ashland Avenue as widened and the west line of the north-south 21-foot public alley in the area bounded by West Ohio Street, West Grand Avenue, North Ashland Avenue and North Armour Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The LaSalle National Bank, as Trustee, Trust No. 105543, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of West Race Avenue as herein vacated.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 105543 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public street hereby vacated, the sum of Sixteen Thousand minus Three Thousand (appraisal fee paid by applicant) equals Thirteen Thousand and no/100 Dollars (\$13,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the cost of removing paving and curb returns and constructing sidewalk and curb across the entrance to West Race Street hereby vacated, similar to the sidewalk and curb in North Ashland Avenue and constructing a barricade at the entrance to the



north-south 21-foot public alley. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 105543, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 12071  
of this Journal.]

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr-- 47.

*Nays* -- None.

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

---

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED  
BY WEST FULLERTON AVENUE, WEST MEDILL AVENUE,  
NORTH LAMON AVENUE AND NORTH  
CICERO AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

(Continued on page 12072)

"A"

Sub. of Blk. 15, in Bickerdike's Add. to Chicago being the W. 1/2  
N.W. 1/4 of Sec. 8-39-14.

"B"

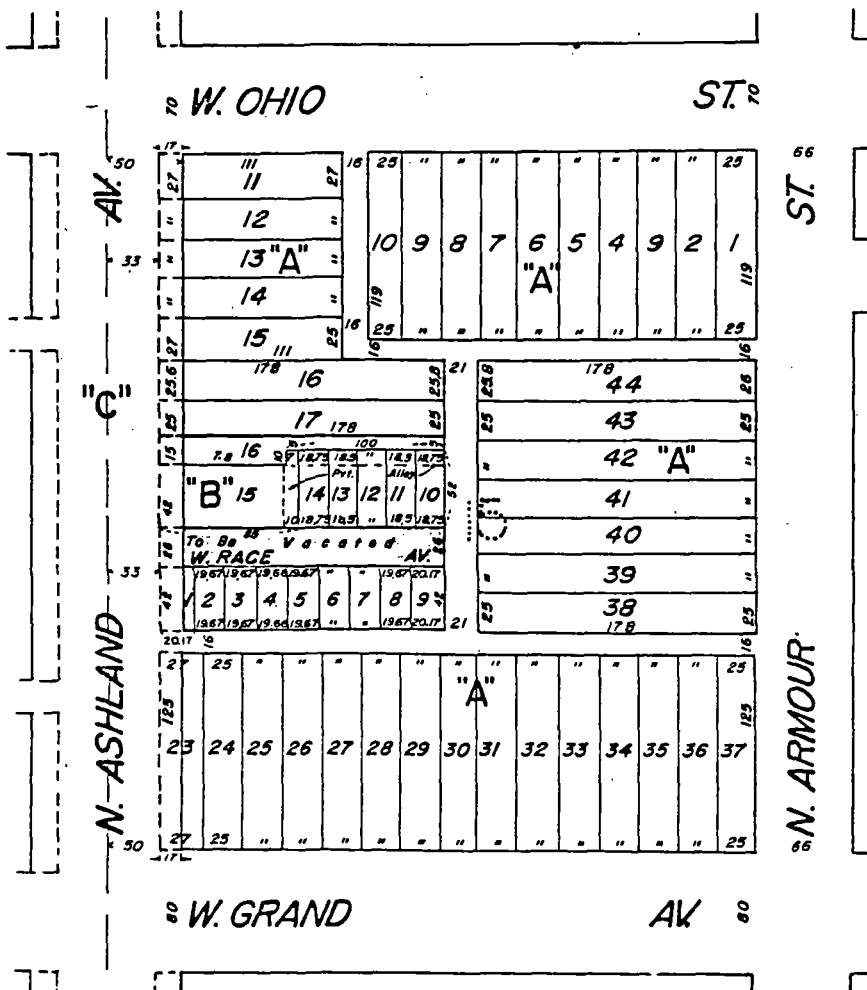
Sub. of lots 18 to 22 Incl. in Sub. of Blk. 15, of Bickerdike's Add.  
in the W. 1/2 of the N.W. 1/4 of Sec. 8-39-14.

"C"

Opening and widening of N. Ashland Av. between Irving Park Blvd. and W. Lake St.  
Order of Possession by Circuit Court Feb. 9, 1945, Docket No. B-71144.



DR. No. 8-26-84-901



(Continued from page 12070)

SECTION 1. That all that part of the north-south 16-foot public alley lying east of the east line of Lot 18; lying west of the west line of Lots 19 to 23, both inclusive; lying south of a line drawn from the northeast corner of Lot 18 to the northwest corner of Lot 19; and lying north of the eastwardly extension of the south line of Lot 18, all in Block 2 in McAuley and Elliott Subdivision being a subdivision of the N. 1/2 of the N.E. 1/4 of the N.E. 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the north 118 feet of the north-south 16-foot public alley in the block bounded by West Fullerton Avenue, West Medill Avenue, North Lamon Avenue and North Cicero Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Capitol Bank of Chicago, Capitol Bank and Trust, as Trustee, Trust No. 5 and Parkway Bank and Trust Company, as Trustee, Trust No. 4473 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Twenty-one Thousand Five Hundred (\$21,500.00) minus Three Thousand One Hundred (\$3,100.00) (appraisal fee paid by applicant) equals Eighteen Thousand Four Hundred and no/100 Dollars (\$18,400.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in West Fullerton Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Capitol Bank of Chicago, Capitol Bank and Trust, as Trustee, Trust No. 5 and Parkway Bank and Trust Company, as Trustee, Trust No. 4473 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on  
page 12074 of this Journal.]

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr -- 47.

*Nays* -- None.

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

---

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK  
BOUNDED BY WEST BELMONT AVENUE, WEST  
BARRY AVENUE, NORTH OCONTO AVENUE  
AND NORTH HARLEM AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lot 1; lying north of the north line of Lot 2; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 2; and lying east of the southwardly extension of the west line of Lot 1 all in Block 1 in H. O. Stone and Company's Subdivision of the East 60 acres of the N. 1/2 of the N.E. 1/4 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian (except that part dedicated for Belmont Avenue and except that part lying north of Belmont Avenue); said part of public alley herein vacated being further described as the east 125 feet of the east-west 16-foot public alley in the block bounded by West Belmont Avenue, West Barry Avenue, North Oconto Avenue and North Harlem Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, White Castle Profit Sharing Plan And Trust shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Seventeen Thousand (\$17,000) minus Four Thousand Five Hundred

(Continued on page 12075)

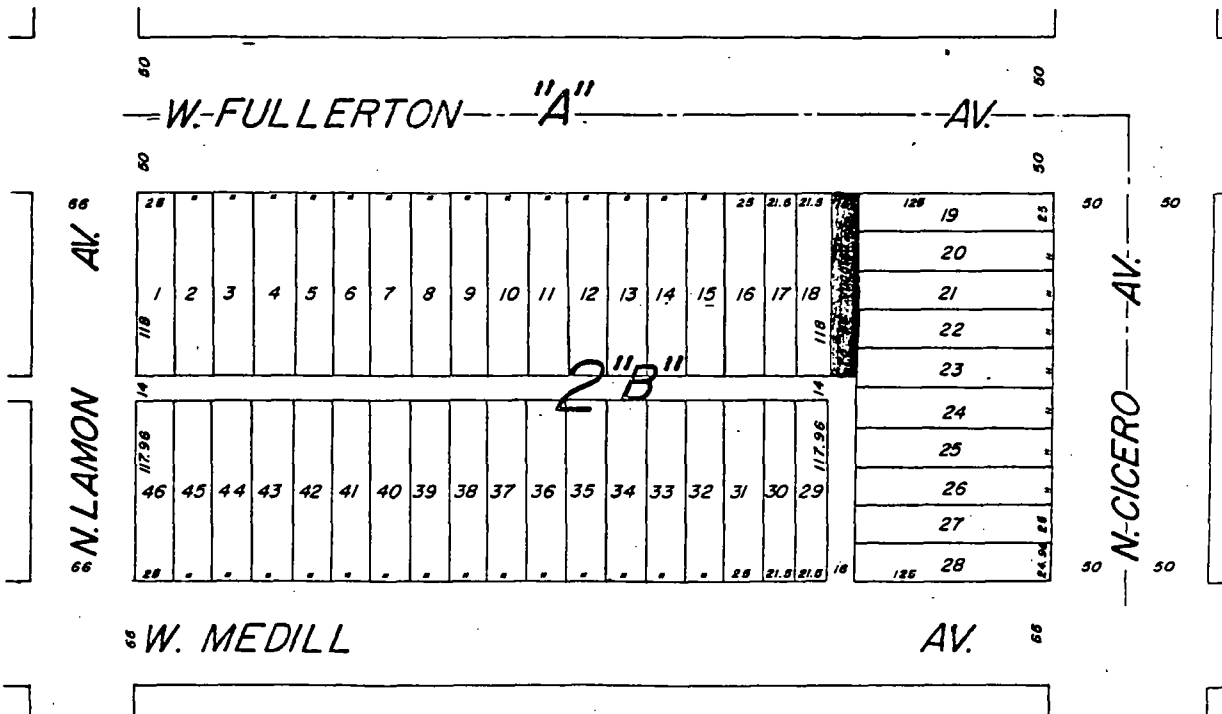
"A"

Fullerton Av. Opened 66 ft. wide from center of Milwaukee Av to a point about 201.42 ch's W. of same, by Highway Commissioner's by the Town of Jefferson.  
Rec. Oct. 8, 1858 Ante-Fire

"B"

M<sup>2</sup> Auley and Elliott Sub. being a Sub. of N. 1/2, N.E. 1/4, N.E. 1/4 Sec. 33-40-13.

DR. No. 33-30-87-1161



(Continued from page 12073)

(\$4,500.00) (appraisal fee paid by applicant) equals Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00), which sum in the judgment of this body will be equal to such benefits, and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in North Harlem Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the White Castle Profit Sharing Plan and Trust shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on  
page 12076 of this Journal.]

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

VACATION OF PORTION OF NORTH LAKEWOOD AVENUE  
BETWEEN NORTH CLYBOURN AVENUE AND NORTH  
KINGSBURY STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

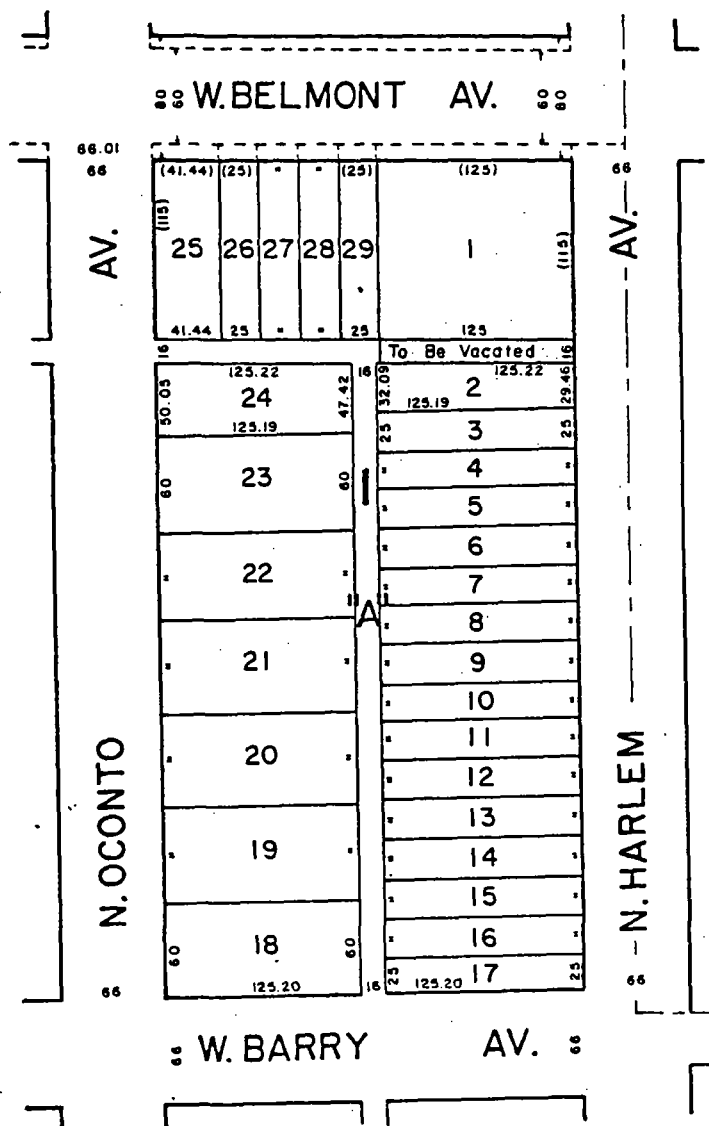
WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

(Continued on page 12077)

**"A"**

H.O. Stone & Co's Subdivision of E. 60 Acres of the N. 1/2 of N.E. 1/4 of Sec. 25-40-12 (except that part Dedicated for Belmont Av. and except that part lying N. of Belmont Av).

Dr. No. 25-36-87-1169



(Continued from page 12075)

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

SECTION 1. That all that part of North Lakewood Avenue (33 feet) lying northwesterly of the northwesterly line of Lot 22 in Block 3; and lying southeasterly of the southeasterly line of that part of North Lakewood Avenue (formerly Herndon Street) vacated by ordinance passed March 31, 1923 and recorded as Document No. 7883676 in the Office of Recorder of Deeds in Cook County, Illinois; all in

Subdivision of Block 13 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian;

said part of public street herein vacated being further described as all of the remaining part of North Lakewood Avenue between North Clybourn Avenue and North Kingsbury Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Western Union Telegraph Company and Tele-Communications their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of that part of North Lakewood Avenue as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Sheffield Foundry Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Sixty-two Thousand One Hundred Fifty-five and no/100 Dollars (\$62,155.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of North Lakewood Avenue hereby vacated, similar to the sidewalk and curb in North Clybourn Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided is made upon the express condition that within 90 days after the passage of this ordinance, the Sheffield Foundry Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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



[Drawing attached to this ordinance printed on  
page 12079 of this Journal.]

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Hueis, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

VACATION OF PORTIONS OF EAST 63RD PLACE AND  
SOUTH DANTE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public street and part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of E. 63rd Place lying south of the south line of Lots 4, 6 and 7 in Owner's Subdivision of Lots 1, 2, 91 and 92 and that part of Lots 3 and 90 lying west of the west line of Blackstone Avenue all in Robertson's Subdivision being a Subdivision of the N. 25.25 acres of that part of the E. 1/2 of the N. E. 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying east of the Illinois Central Railroad;

lying north of the north line of Lots 86 and 87 and north of a line drawn from the northeast corner of Lot 86 to the northwest corner of Lot 87 in Robertson's Subdivision aforementioned; lying easterly of a line drawn from the southwest corner of Lot 7 in Owner's Subdivision aforementioned to the northwest corner of Lot 86 in Robertson's Subdivision aforementioned, and lying west of the west line of S. Blackstone Avenue (formerly Hope Avenue) as opened from 63rd Street to 66th Street, ordinance passed April 4, 1887 and confirmed February 28, 1889 by the Village of Hyde Park,

(Continued on page 12080)

"A"

*Subdivision of Block 13 in Sheffield Addition to Chicago in Sec. 32-40-14*

"B"

*Vacated by Ordinance Passed Mar. 1, 1915  
Rec. Mar. 30, 1915*

**Doc 5602810**

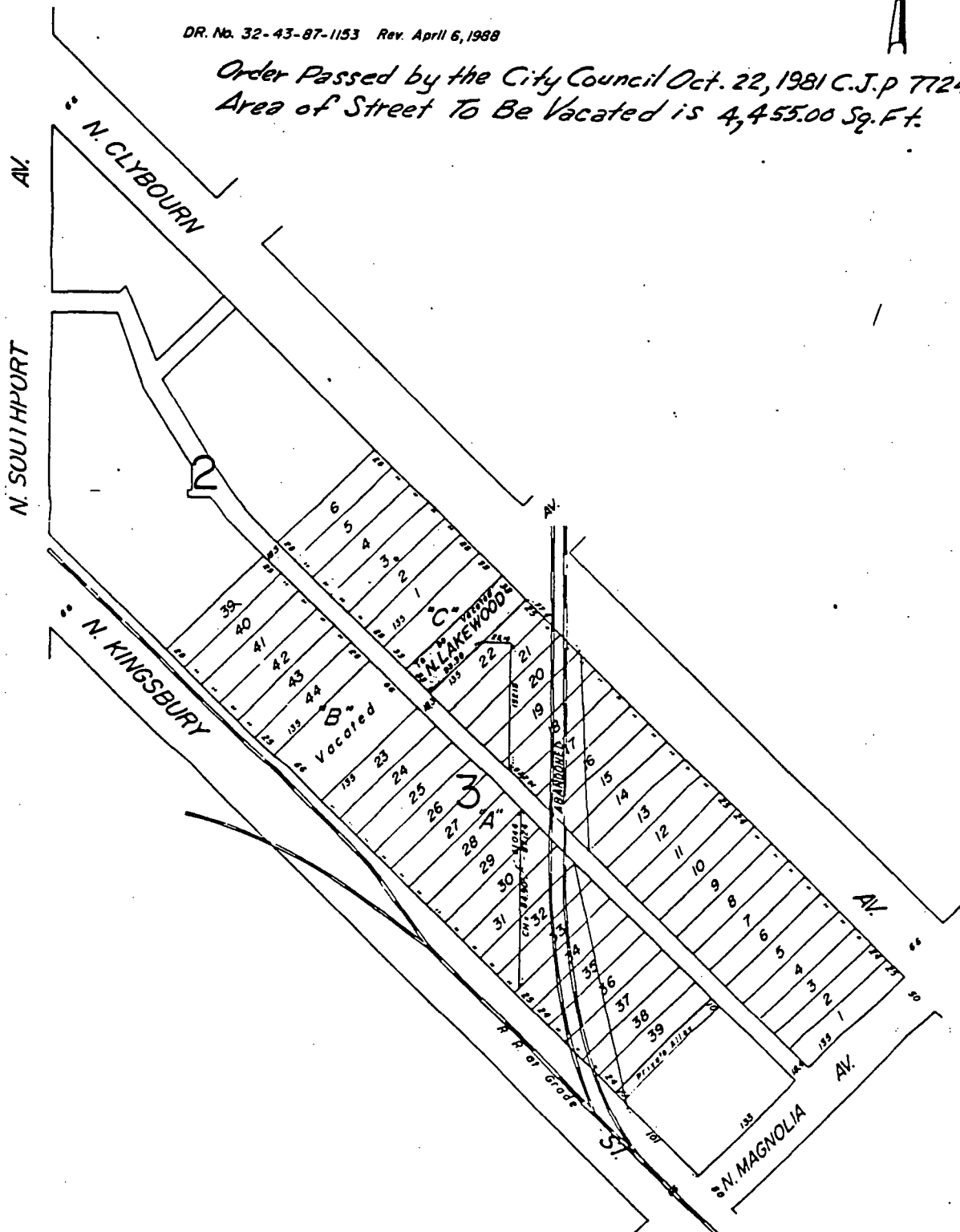
"C"

*Vacated by Ordinance Passed Mar. 31, 1923  
Rec. April 16, 1923*

**Doc. 7883676**

DR. No. 32-43-87-1153 Rev. April 6, 1988

Order Passed by the City Council Oct. 22, 1981 C.J.p 7724  
Area of Street To Be Vacated is 4,455.00 Sq. Ft.



(Continued from page 12078)

Also

all that part of S. Dante Avenue lying west of the west line of Lots 80, 84 and 87; lying east of the east line of Lots 79, 85, and 86; lying south of a line drawn from the northeast corner of Lot 86 to the northwest corner of Lot 87; and lying north of a line drawn from the southeast corner of Lot 79 to the southwest corner of Lot 80 all in Robertson's Subdivision aforementioned; said public street and part of public street herein vacated being further described as all that part of E. 63rd Place lying between the west line of S. Blackstone Avenue, as opened, and the easterly right of way line of the Illinois Central Gulf Railroad Company; together with the north 180 feet of S. Dante Avenue lying between the south line of E. 63rd Place and the north line of E. 64th Street line as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along the public street and part of public street as herein vacated, with the right or ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 6 months after the passage of this ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 12082  
of this Journal.]

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

OPENING OF ADDITIONAL RIGHT OF WAY ON  
PORTION OF EAST 63RD STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Department of Housing in connection with the 63rd and Stony Island--New C.T.A. Bus Turn Around Project desires to widen East 63rd Street between the easterly line of the Illinois Central Gulf Railroad Company and the west line of South Blackstone Avenue; and

WHEREAS, The City of Chicago is the owner of all the property involved; now, therefore,

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

SECTION 1. That the following described property shall be opened and used for public street purposes:

That part of Lots 1 and 2 in Owner's Subdivision of Lots 1, 2, 91 and 92 and that part of Lots 3 and 90 lying west of the west line of Blackstone Avenue, all in Robertson's Subdivision of the North 25.25 acres of that part of the East half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, East of the Illinois Central Railroad described as follows: beginning at the Northwest corner of said Lot 1; thence East along the North line of said Lots 1 and 2, a distance of 254.14 feet to the Northeast corner of said Lot 2; thence south along the East line of said Lot 2, a distance of 91.00 feet; thence Northwesterly along a straight line, a distance of 59.35 feet, to a point 32.84 feet south of the North line of said Lot 2, as measured perpendicularly, and 11.50 feet West of the East line of said Lot 2, as measured perpendicularly; thence Northwesterly along the arc of a circle concave to the Southwest, having a radius of 17.42 feet, an arc distance of 21.09 feet, with a chord length of 19.80 feet, to a point of compound curve, said point being 16.62 feet south of the North line of said Lot 2, as measured perpendicularly and 22.79 feet West of the East line of said Lot 2, as measured perpendicularly; thence Northwesterly along the arc of a circle concave to the Southwest having a radius of 137.42 feet, an arc distance of 44.46 feet, with a chord length of 44.26 feet, to a point of tangency said point being 7.70 feet South of the North line of said Lot 2, as measured perpendicularly and 66.08 feet West of the East line of said Lot 2, as measured perpendicularly; thence Northwesterly along a straight line, a distance of 188.27 feet to the point of beginning, in Cook County, Illinois.

SECTION 2. The City of Chicago, Department of Housing shall file or cause to be filed in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

(Continued on page 12083)

"A"

Robertson's Sub. being a Sub. of the N. 25 25/100 Acres of that part of the E. 1/2 N.E. 1/4 Sec. 23-38-14, lying E. of the I.C.R.R.

"B"

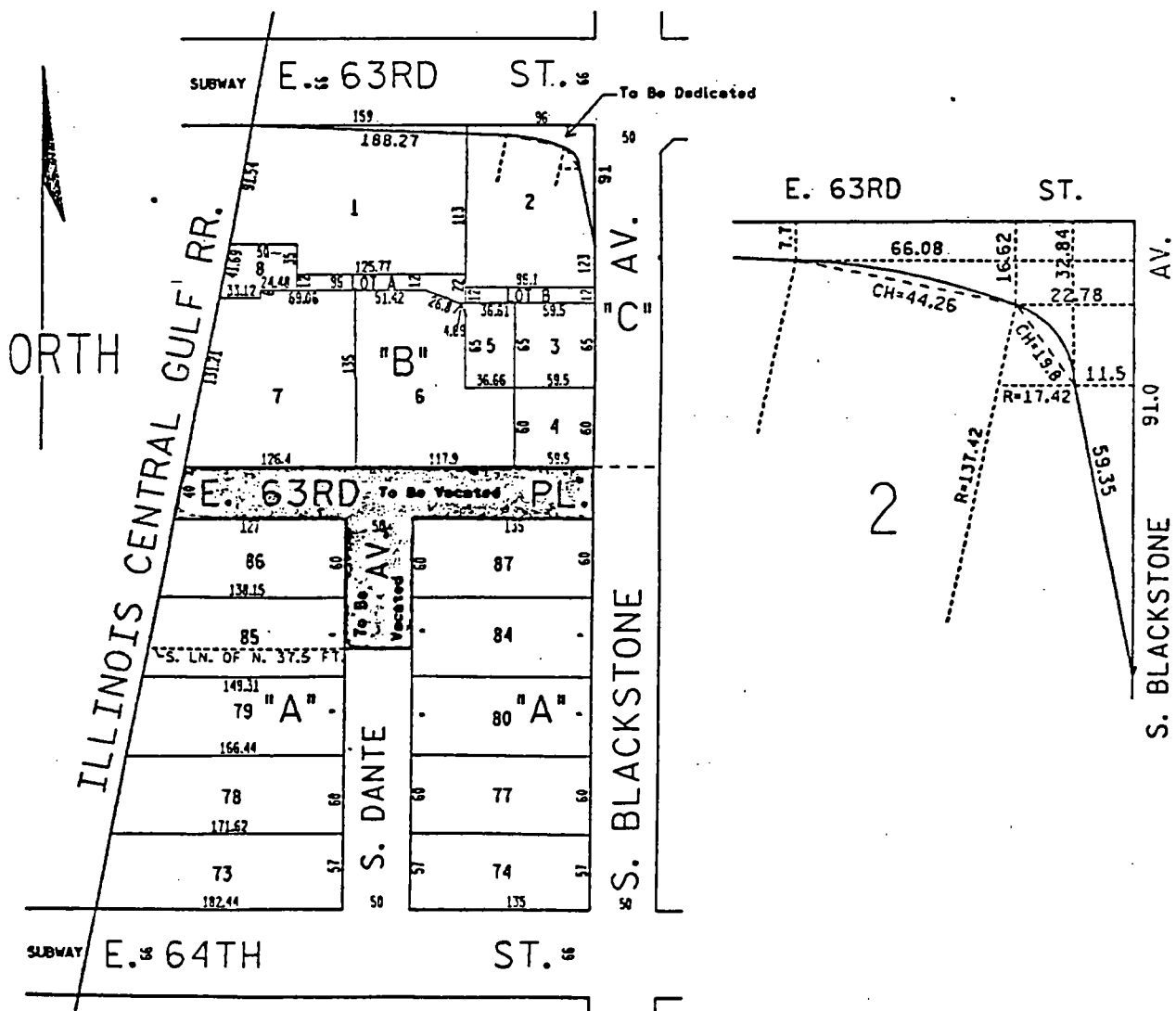
Owner's Sub. of Lots 1, 2, 91 & 92 and that part of Lots 3 & 90 lying W. of the W. line of Blackstone Av. all in Robertson's Sub. etc. (See "A")

"C"

Ordinance for Opening Hope Av. from 63rd St. to 66th St. Passed Apr. 4th, 1887  
Confirmed Feb. 28, 1889 by Village of Hyde Park =7744

DR. NO. 23-20-86-1071B

Rev. 1-9-87



(Continued from page 12081)

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

[Drawing attached to this ordinance printed on page 12084  
of this Journal.]

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

#### REQUEST FOR PAVING OF EAST-WEST PUBLIC ALLEY IN PORTION OF WEST 50TH PLACE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following order transmitted therewith:

*Ordered*, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the east-west alley in the 3700 block of West 50th Place between South Ridgeway Avenue and the railroad tracks.

On motion of Alderman Gabinski, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

"A"

Robertson's Sub. being a Sub. of the N. 25 25/100 Acres of that part of the E. 1/2 N.E. 1/4 Sec. 23-38-14, lying E. of the I.C.R.R.

"B"

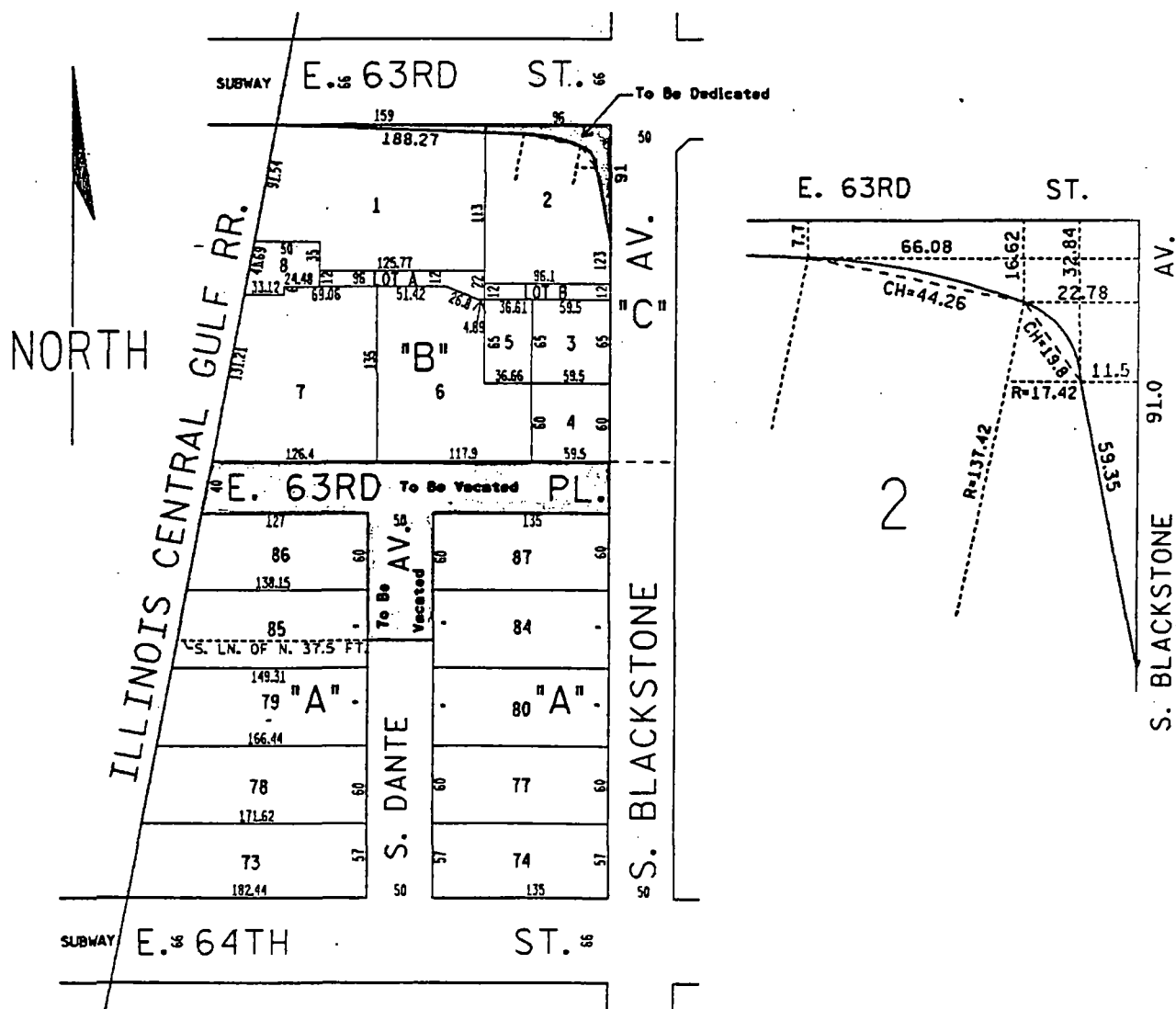
Owner's Sub. of Lots 1, 2, 91 & 92 and that part of Lots 3 & 90 lying W. of the W. line of Blackstone Av. all in Robertson's Sub. etc. (See "A")

"C"

Ordinance for Opening Hope Av. from 63rd St. to 66th St. Passed Apr. 4th, 1887  
Confirmed Feb. 28, 1889 by Village of Hyde Park #7744

DR. NO. 23-20-86-1071B

Rev. 1-9-87



**MATTERS PRESENTED BY THE ALDERMEN****(Presented By Wards, In Order, Beginning With The First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

---

**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 distance and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	North Green Street (west side) from a point 175 feet south of West Randolph Street to a point 50 feet south thereof--at all times--no exceptions;
<i>CALDWELL</i> (8th Ward)	South Chappell Avenue, at 7901 (in front of entrance)--at all times--no exceptions;  South Stony Island Avenue, 8949 (sign to be centered at the building's front)--at all times--no exceptions;
<i>GABINSKI</i> (32nd Ward)	West Blackhawk Street, at 1457--at all times--no exceptions;  West North Avenue, at 2047 (from 50 feet west of the west alley to 2047)--at all times--no exceptions;



Alderman	Location, Distance And Time
LAURINO (39th Ward)	West Lawrence Avenue, at 3711--8:00 A.M. to 12:00 Midnight--no exceptions;
OSTERMAN (48th Ward)	West Lawrence Avenue, at 1133 (from a point 15 feet west of North Clifton Avenue to a point 40 feet west thereof)--at all times--no exceptions;  West Gunnison Street (north side) from a point 170 feet west of North Marine Drive to a point 220 feet west thereof--5:30 A.M. to 4:30 P.M.--no exceptions.

---

*Referred --* ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS  
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Aldermen	Public Way
NATARUS (42nd Ward)	West Ontario Street, between North Orleans and North Kingsbury Streets--westerly;
SHILLER (46th Ward)	West Grace Street, from North Ashland Avenue to North Southport Avenue--easterly;
ORR (49th Ward)	North Hermitage Avenue, from West Jonquil Terrace to West Juneway Terrace--northerly.

---

*Referred --* AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION  
ON PORTION OF NORTH KEYSTONE AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend an ordinance passed on November 16, 1964 (C.J. p. 3351) by striking the words "North Keystone Avenue, from West Lawrence Avenue to West Argyle Avenue--northerly" relative to the restriction on

the movement of vehicular traffic on North Keystone Avenue and inserting in lieu thereof the words "North Keystone Avenue, from the first alley north of West Lawrence Avenue to West Argyle Avenue--northerly", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION  
ON PORTION OF NORTH TRIPP STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to amend an ordinance passed on May 9, 1956 (C. J. p. 2588) by striking the words "North Tripp Street, from North Fullerton Avenue to West Wrightwood Avenue--northerly" relative to the restriction on the movement of vehicular traffic on North Tripp Street and inserting in lieu thereof the words "North Tripp Street, from North Fullerton Avenue to West Wrightwood Avenue--southerly", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION  
ON PORTION OF NORTH KILPATRICK AVENUE.

Alderman Hagopian (30th Ward) presented a proposed ordinance to discontinue the one-way traffic restriction on North Kilpatrick Avenue, between West North Avenue and West Grand Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* REMOVAL OF PARKING METER IN FRONT  
OF 3711 WEST LAWRENCE AVENUE.

Alderman Laurino (39th Ward) presented a proposed order to remove the parking meter in front of 3711 West Lawrence Avenue, *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* ESTABLISHMENT OF PARKING LIMITATION  
DURING SPECIFIED HOURS ON PORTION OF  
NORTH DAMEN AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to limit the parking of vehicles on the west side of 736--748 North Damen Avenue from 8:00 A.M. to 6:00 P.M., Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- PROHIBITION OF PARKING AT ALL TIMES  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>TILLMAN</i> (3rd Ward)	South Princeton Avenue, at 5920 (except for handicapped);  South Wabash Avenue, at 4654 (driveway);
<i>BLOOM</i> (5th Ward)	South Luella Avenue, at 7617 (except for handicapped);  South Merrill Avenue, at 7830 (except for handicapped);  South Oglesby Avenue, at 6916 (except for handicapped);  East 56th Street, at 1308 (except for handicapped);
<i>CALDWELL</i> (8th Ward)	South Crandon Avenue, at 8012 (just south of the entrance) for approximately 40 feet (except for handicapped);  South Dorchester Avenue, at 8027 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Lowe Avenue, at 3804 (except for handicapped);
<i>FARY</i> (12th Ward)	South Laramie Avenue, at 4519 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Christiana Avenue, at 5527 (except for handicapped);
<i>CARTER</i> (15th Ward)	West 65th Street, at 2017 (except for handicapped);

Alderman	Location And Distance
<i>LANGFORD</i> (16th Ward)	South Carpenter Street, at 6712 (except for handicapped);  South Throop Street, at 5525 (except for handicapped);
<i>KELLAM</i> (18th Ward)	South Ada Street (east side) at 8155 (except for handicapped);  South Laflin Street, at 8030 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Homan Avenue, at 3008 (except for handicapped);  South Spaulding Avenue, at 2840 (driveway);
<i>SMITH</i> (28th Ward)	West Gladys Avenue, at 4302 (except for handicapped);  North Springfield Avenue, at 435 (except for handicapped);
<i>HAGOPIAN</i> (30th Ward)	North Cicero Avenue, at 2024 (except for handicapped);  West Drummond Place, at 5023 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	North Ashland Avenue, between West North Avenue and West Grand Avenue;
<i>KOTLARZ</i> (35th Ward)	North Ridgeway Avenue, at 3228 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Plainfield Avenue, at 3640 (except for handicapped);
<i>GILES</i> (37th Ward)	West Walton Street (south side) at 4700--4800;
<i>LAURINO</i> (39th Ward)	North Kostner Avenue, at 4842 (except for handicapped);

## Alderman

## Location And Distance

O'CONNOR (40th Ward)

North Whipple Street (west side) from approximately 80 feet north of West Montrose Avenue to a point 45 feet north thereof;

LEVAR (45th Ward)

West Gunnison Street (south side) at 5001, from a point 20 feet west of North Laverne Avenue to a point 25 feet west thereof (except for handicapped);

SHILLER (46th Ward)

West Bittersweet Place, at 700 (except for handicapped);

SCHULTER (47th Ward)

West Belle Plaine Avenue (north side) from a point 97 feet west of North Rockwell Street to a point 20 feet west thereof;

ROTI for STONE (50th Ward)

West Pratt Boulevard, at 1904 (except for handicapped).

---

*Referred --* PROHIBITION OF PARKING DURING SPECIFIED HOURS  
ON PORTION OF SOUTH LA CROSSE AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of South La Crosse Avenue, from South Archer Avenue to the first alley north thereof, during the hours of 7:00 A.M. and 9:00 A.M., Monday through Saturday, 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

CALDWELL (8th Ward)

8400 and 8500 blocks of South Chappel Avenue (west side)--at all times;

Alderman	Location, Distance And Time
GABINSKI (32nd Ward)	1600 block of West Blackhawk Street--at all times;
KOTLARZ (35th Ward)	North Kedvale Avenue (east side) from 3901 to 3913--at all times;
CULLERTON (38th Ward)	North Melvina Avenue (east side) between West Eastwood Avenue and West Giddings Street--at all times;
PUCINSKI (41st Ward)	5847 to 5970 block of North Oconto Avenue (both sides)--8:00 A.M. to 4:00 P.M.--Monday through Friday;
EISENDRATH (43rd Ward)	West St. Paul Avenue (north side) from North North Park Avenue to North Wells Street--at all times;  West Eugenie Street (south side) from North Sedgwick Street to North Wells Street (excluding the B2-3 zoned section from 215 West Eugenie Street to North Wells Street)--at all times;
LEVAR (45th Ward)	5200 block of West Ainslie Street (north side)--6:00 A.M. to 6:00 P.M.--Monday through Friday;  5200 block of West Winnemac Avenue (north side)--6:00 A.M. to 6:00 P.M.--Monday through Friday.

---

*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF WEST HUTCHINSON STREET.

Alderman Levar (45th Ward) presented a proposed ordinance which would amend an ordinance passed on December 16, 1987 (C.J. p. 7456) by striking the words "West Hutchinson Street (both sides) from the first alley west of North Milwaukee Avenue to North Leclaire Avenue, from 12:00 Noon on Friday to 12:00 Noon on Monday" relative to the residential permit parking zones on West Hutchinson Street and inserting in lieu thereof the words "West Hutchinson Street (both sides) from the first alley west of North Milwaukee Avenue to North Leclaire Avenue, from 6:00 P.M. on Friday to 6:00 A.M. on Monday, including holidays if they fall within this period", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred --* ESTABLISHMENT OF DIAGONAL PARKING AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish diagonal parking at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>GILES</i> (37th Ward)	West Walton Street (south side) from North Kilpatrick Avenue to North Cicero Avenue;
<i>PUCINSKI</i> (41st Ward)	North Nordica Avenue (west side) from West Higgins Avenue to the alley north thereof.

---

*Referred --* DESIGNATION OF SERVICE DRIVES/DIAGONAL  
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>KRYSTYNIAK</i> (23rd Ward)	South La Crosse Avenue (both sides) from South Archer Avenue to the first alley north thereof;
<i>BANKS</i> (36th Ward)	North Major Avenue (west side) alongside 5700 West Diversey Avenue;
<i>GILES</i> (37th Ward)	North Lavergne Avenue (east side) from a point 20 feet south of West Walton Street to a point 122 feet south thereof;  West Walton Street (south side) from a point 17 feet east of North Lavergne Avenue to a point 57 feet east thereof.

*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 hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
GARCIA (22nd Ward)	South Whipple Street, at 2358--at all times--no exceptions;
NATARUS (42nd Ward)	North Kingsbury Street, at 653--at all times--no exceptions;
	West Huron Street, at 463--471 (either side of driveway)--at all times--no exceptions;
EISENDRATH (43rd Ward)	West Willow Street, at 700--8:00 A.M. to 4:30 P.M.--Monday through Friday;
	North Orchard Street, at 2001--8:00 A.M. to 4:30 P.M.--Monday through Friday;
	North Orleans Street, at 1734--8:00 A.M. to 4:30 P.M.--Monday through Friday;
HANSEN (44th Ward)	West Melrose Street, at 421--at all times--no exceptions.

---

*Referred --* INSTALLATION OF AUTOMATIC TRAFFIC CONTROL  
SIGNALS AT INTERSECTION OF WEST  
OAKDALE AVENUE AND NORTH  
SHERIDAN ROAD.

Alderman Hansen (44th Ward) presented a proposed order for the installation of automatic traffic control signals at the intersection of West Oakdale Avenue and North Sheridan Road, which was *Referred to the Committee on Traffic Control and Safety*.



*Referred --* INSTALLATION OF "WALK" SIGNALS  
AT SPECIFIED LOCATIONS.

Alderman Laurino (39th Ward) presented two proposed orders for the installation of "Walk" signals to be attached to existing automatic traffic control signals on North Devon Avenue, at its intersection with North Central Avenue and North Kinzua Avenue, which were *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* INSTALLATION OF TRAFFIC SIGNS  
AT SUNDRY 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
<i>BLOOM</i> (5th Ward)	South Jeffery Boulevard, at East 74th Street--"Stop";  East 55th Street, at South Kenwood Avenue--"Stop";  East 69th Street, at South Oglesby Avenue--"All-Way Stop";
<i>SHAW</i> (9th Ward)	South Maryland Avenue, at East 106th Street--"Stop";
<i>MADRZYK</i> (13th Ward) and <i>KELLAM</i> (18th Ward)	South Hamlin Avenue, at West 80th Street--"Stop";
<i>SHEAHAN</i> (19th Ward)	West 110th Street and South Oakley Avenue--"Two-Way Stop";  West 113th Street and South Millard Avenue--"Four-Way Stop";
<i>GARCIA</i> (22nd Ward)	South Avers Avenue, at West 28th Street--"Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	At the entrances to the "T" alley bounded by Archer Avenue, West 50th Street, South Karlov Avenue and South Kedvale Avenue--"Thru Traffic Prohibited";

## Alderman

## Location And Type Of Sign

West 50th Street and South Kildare Avenue--"Stop";

At the entrances to the "T" alley bounded by Archer Avenue, West 50th Street, South Komensky Avenue and South Karlov Avenue--"Thru Traffic Prohibited";

*SOLIZ* (25th Ward)

West Cullerton Street, at South Oakley Avenue--"Stop";

*SMITH* (28th Ward)

North Kenton Avenue and West Maypole Avenue--"Stop";

*GABINSKI* (32nd Ward)

West Dickens Avenue, at North Hoyne Avenue--"Stop";

North Hermitage Avenue at West Walton Street--"Stop";

North Leavitt Street, at West Fletcher Street--"Stop";

West McLean Avenue, at North Hoyne Avenue--"Stop";

West Wabansia Avenue, at North Honore Street--"Stop";

*MELL* (33rd Ward)

West Grace Street, at North Whipple Street--"Stop";

*AUSTIN* (34th Ward)

South Emerald Avenue, at West 104th Street--"Stop";

South LaSalle Street, at West 116th Street--"Stop";

*BANKS* (36th Ward)

West Cornelia Avenue and North Pontiac Avenue--"Three-Way Stop";

West George Street and North Newland Avenue--"Three-Way Stop";

Alderman	Location And Type Of Sign
<i>CULLERTON</i> (38th Ward)	West Cornelia Avenue and North Natoma Avenue--"Three-Way Stop";  North Sayre Street Avenue, at West School Street--"Stop";
<i>LAURINO</i> (39th Ward)	North Hiawatha Avenue and North Spokane Avenue--"All-Way Stop";
<i>HANSEN</i> (44th Ward)	North Kenmore Avenue, at West Wellington Avenue--"Stop";  West Oakdale Avenue and North Sheridan Road--"Three-Way Stop";
<i>LEVAR</i> (45th Ward)	West Foster Avenue and North Rutherford Avenue--"Four-Way Stop";
<i>ORR</i> (49th Ward)	North Haskins Avenue, at North Hermitage Avenue--"Stop".

---

*Referred --* ERECTION OF "ONE-WAY" SIGNS AT  
SPECIFIED LOCATIONS.

Alderman Eisendrath (43rd Ward) presented a proposed order for the erection of "One Way" signs which would be turned at approximately 10:00 A.M. each Saturday and reversed each Monday at an early hour to allow two-way traffic, at the intersections of West Dickens Avenue and North Stockton Drive; West Dickens Avenue and North Lincoln Park West; West Webster Avenue and North Stockton Drive; and West Webster Avenue and North Lincoln Park West, for the period of April through October of every year, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred --* PROPOSED STUDY REGARDING INSTALLATION OF  
"FOUR-WAY STOP" SIGN AT INTERSECTION OF  
WEST 81ST STREET AND SOUTH  
WHIPPLE AVENUE.

Alderman Kellam (18th Ward) presented a proposed order to study the feasibility of installing a "Four-Way Stop" sign at the intersection of West 81st Street and South Whipple Street, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred* -- REMOVAL OF "NO PARKING" SIGNS AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances and orders for the removal of "No Parking" signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
SHAW (9th Ward)	South Harvard Avenue, between West 120th Street and West 121st Street;
HUELS (11th Ward)	South Shields Avenue, from West 43rd Place to West 43rd Street;  West 43rd Street (south side) from South Shields Avenue to South Princeton Avenue;
DAVIS (29th Ward)	West Division Street (north side) from North Long Avenue west to North Central Avenue.

---

*Referred* -- ESTABLISHMENT OF WEIGHT LIMITATION ON  
PORTION OF NORTH BOSWORTH AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on North Bosworth Avenue, northwest of its intersection with West North Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

2. ZONING ORDINANCE AMENDMENTS.

---

*Referred* -- ZONING RECLASSIFICATION OF PARTICULAR  
AREA.

Alderman Giles (37th Ward) presented a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 3-L bounded by

West North Avenue; a line 71.55 feet west of North Laverne Avenue; the alley next south of and parallel to West North Avenue; and a line 121.55 feet west of North Laverne Avenue.

---

### 3. CLAIMS.

---

#### *Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented forty-nine proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

#### Alderman

#### Claimant

T. EVANS (4th Ward)

Barclay Condominium Homeowners  
Association;

1345 East Madison Park Condominium;

Tudor Gables Building Corporation;

Powhatan Building Corporation;

Ellis Cooperative;

5201 South University;

Winston Court Condominium;

5036--5038 Drexel Condominium  
Association;

5000 East End Building Corporation;

Narragansett Condominium  
Association;

4/13/88

NEW BUSINESS PRESENTED BY ALDERMEN

12099

Alderman

Claimant

Chippewa Apartments;

5000 Cornell;

Dooridge Condominium Association;

Cornell Village Townhouse  
Association;

Cornell Village Tower;

*JONES* (20th Ward)

Greenwood West Co-operative  
Apartments, Incorporated;

*J. EVANS* (21st Ward)

Ashland Towers Condominium;

*KRYSTYNIAK* (23rd Ward)

William R. Curnew;

6632 West 64th Place Corporation;

John Byzek;

*SMITH* (28th Ward)

Jennie Holloway;

*DAVIS* (29th Ward)

Rosa Lee Woods;

*HAGOPIAN* (30th Ward)

Frank Anthony Kubes;

James S. Wachowski;

*GABINSKI* (32nd Ward)

Dale Flanagan;

Dave Prawzyck;

Mitchell Tomaszewski;

*MELL* (33rd Ward)

Martin Perez;

## Alderman

## Claimant

*BANKS* (36th Ward)2155 North Harlem Avenue  
Building Association;Olcott Vista Condominium  
Association;*LAURINO* (39th Ward)Hollywood Park Condominium  
Association;*PUCINSKI* (41st Ward)Crestwood Terrace Condominium  
Association;

Forest Towers Condominium 1;

Edgewood Manor II;

6853--6855 North Olmsted  
Condominium, Incorporated;Northwest Point Condominium  
Association South;

Cheryl L. Covllo;

*NATARUS* (42nd Ward)

Cameron Condominium Association;

One East Schiller Condominium  
Association;*EISENDRATH* (43rd Ward)The Hampden Green Condominiums  
Association;351--353 West Dickens Condominium  
Association;Williamsburg Garden Homeowners  
Association;*HANSEN* (44th Ward)

Steven M. Zuckerman;

Alderman

Claimant

LEVAR (45th Ward)

Rosedale Condominium Association;

Gerald Lyons;

SHILLER (46th Ward)

Augusta Condominium Association;

SCHULTER (47th Ward)

Yesteryear Condominium;

Leland Court Condominium;

MADRZYK for STONE (50th Ward)

Twin Gables Condominium Association;

Granville Courts Condominium  
Association East.

---

#### 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 ROTI (1st Ward):**

**DRAFTING OF ORDINANCES DIRECTED FOR VACATIONS  
OF SPECIFIED PUBLIC WAYS.**

Two proposed orders reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley together with all of the remaining east-west 16-foot public alley in the area bounded by West 28th Place, West 29th Street, South Canal Street and the Pittsburgh, Fort Wayne and Chicago Railroad for Anthony and Josephine Barbara (No. 28-1-88-1234); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.



*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of South Princeton Avenue between the Stevenson Expressway and West 25th Street for Peter Karigianes (No. 28-1-88-1233); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Roti, each of the foregoing proposed orders was *Passed*.

---

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the organizations listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

520 South Michigan Avenue Associates, Limited, doing business as Sweet 'N Simple--to maintain and use a portion of the public way adjacent to 520 South Michigan Avenue;

138 South Clinton Corporation, doing business as Ranalli's on Clinton--to maintain and use a portion of the public way adjacent to 138 South Clinton Street; and

Noor Enterprises, Incorporated, doing business as Max's--to maintain and use a portion of the public way adjacent to 32 North State Street.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR RECREATIONAL  
PURPOSES.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the organizations listed below to close to traffic specified public ways for recreational purposes, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Chinese Dragons Athletic Association, c/o Mr. Gene Lee--to close to traffic the east lane of West Cermak Road, between South Wentworth Avenue and South Princeton Avenue for the period extending from July 24 through August 1, 1988 to hold the Eleventh Annual Moon Festival;

Illinois Office of Tourism, Illinois Department of Commerce and Community Affairs, c/o Ms. Lynda Simon--to close to traffic the west curb lane of North Clark Street, between West Lake and West Randolph Streets on Friday, May 13, 1988 to load and unload

products and equipment to be used in conjunction with the Third Annual Best Of Fests; and

Chicago Area Council Boy Scouts Of America, c/o Mr. Russell C. Salzman--to close to traffic North LaSalle Street, between West Jackson Boulevard and West Adams Street; West Quincy Street, between South Wells Street and South Clark Street; and West Quincy Street, between South Wells Street and South LaSalle Street on Thursday, July 21, 1988 to hold the Seventeenth Annual LaSalle Street Dinner Dance.

---

*Referred* -- ISSUANCE OF PERMIT TO HOLD "WORLD'S LARGEST  
BLOCK PARTY" ON PORTIONS OF SOUTH DESPLAINES  
STREET AND WEST ADAMS STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Old Saint Patrick's Church to hold the "World's Largest Block Party" on South Desplaines Street, between West Monroe Street and West Jackson Boulevard; and West Adams Street, between the Kennedy Expressway and South Jefferson Street, for the period extending from July 21 through July 24, 1988, which was *Referred to the Committee on Beautification and Recreation.*

---

*Referred* -- PERMISSION TO CONSTRUCT DECORATIVE  
PAVILION AND SURROUNDING FENCE AT  
SPECIFIED LOCATION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Chinatown Chamber of Commerce to construct a decorative pavilion and a surrounding fence on a parking lot located at the northwest corner of West Cermak Road and South Wentworth Avenue, which was *Referred to the Committee on Streets and Alleys.*

---

Presented By

**ALDERMAN BEAVERS (7th Ward):**

*Referred* -- REDUCTION IN ANNUAL LICENSE FEE FOR  
SPECIAL POLICE EMPLOYED BY SOUTH SHORE  
COMMUNITY HOSPITAL.

A proposed ordinance requiring the South Shore Community Hospital to pay a ten dollar license fee for each of the special police employed therein, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Presented By

**ALDERMAN SHAW (9th Ward):**

*Referred --* APPROVAL OF PROPERTY AT 700 EAST  
107TH STREET AS APPROPRIATE FOR COOK  
COUNTY TAX INCENTIVE BENEFITS.

A proposed resolution to approve the property being developed at 700 East 107th Street as appropriate under the Cook County Real Property Assessment Classification Ordinance, Class 6b, for tax incentive benefits, which was *Referred to the Committee on Buildings*.

---

Presented By

**ALDERMAN SHAW (9th Ward),  
ALDERMAN JONES (20th Ward)  
And OTHERS:**

*Referred --* ESTABLISHMENT OF APRIL 15TH AS CITY HOLIDAY  
IN MEMORY OF LATE MAYOR HAROLD WASHINGTON.

A proposed ordinance, presented by Aldermen Shaw, Jones, Streeter, J. Evans, Carter, Langford, Soliz, T. Evans, Austin, Robinson, Caldwell, Butler, Garcia, Beavers and Henry, to establish April 15th as a City holiday in honor of the late Mayor Harold Washington, which was *Referred to the Committee on Intergovernmental Relations*.

---

*Referred --* CREATION OF CITIZEN REWARD PROGRAM FOR  
INFORMATION LEADING TO CONVICTION  
OF NARCOTICS DEALERS.

Also, a proposed ordinance, presented by Aldermen Shaw, Jones, Robinson, J. Evans, Langford, Butler, Garcia, Streeter, Henry, Orr, Carter, Soliz, Bloom, Smith, Davis, Gutierrez, T. Evans and Eisendrath, to create a Citizen Reward Program with monies collected from contraband for persons providing information leading to the arrest and conviction of persons who knowingly manufacture, deliver, sell or dispense any controlled substance, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

---

*Referred --* PLACEMENT OF ADVISORY REFERENDUM QUESTION  
ON GENERAL ELECTION BALLOT PERMITTING CITY  
TAKEOVER OF LOCAL COMMONWEALTH  
EDISON FACILITIES.

Also, a proposed resolution, presented by Aldermen Shaw, Jones, Streeter, Giles, J. Evans, Carter, Soliz, Henry, Davis, Gutierrez, Robinson and T. Evans, to place an advisory

referendum question on the ballot of the general election to be held November 8, 1988, permitting the City of Chicago to purchase local Commonwealth Edison facilities to reduce dependency on Commonwealth Edison's generation and distribution of electrical services, which was *Referred to the Committee on Finance*.

---

*Referred --* ESTABLISHMENT OF SPECIAL COMMUNICATIONS  
PROGRAM FOR SUBMISSION AND RECEIPT OF  
INFORMATION LEADING TO CONVICTION  
OF NARCOTICS DEALERS.

Also, a proposed resolution, presented by Aldermen Shaw, Jones, Carter, Gutierrez, Austin, Caldwell, J. Evans, Butler, Streeter, T. Evans, Soliz, Henry, Bloom, Orr, Smith and Davis, to establish a special communications "hotline" system for the confidential submission and receipt of information leading to the arrest and conviction of persons who manufacture, sell, deliver or dispense any controlled substance, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

---

Presented By

**ALDERMAN HUELS (11th Ward):**

TRIBUTE TO LATE MR. HAROLD ARONSON.

A proposed resolution reading as follows:

WHEREAS, Harold Aronson, co-founder of a chain of furniture stores, passed away on April 3, 1988; and

WHEREAS, Harold Aronson, a resident of Skokie, was Chairman of the Board and co-founder of the Aronson Furniture Company, which operates five stores in the Chicago area; and

WHEREAS, Harold Aronson was born in Chicago, where he was a well-respected man among his co-workers and will be greatly missed by all who had known him and worked with him for so many years; and

WHEREAS, Harold Aronson is survived by his wife, Harriet, his mother Etta, four sons, Burton, Ira, Stephen Leaf, and Steven, three daughters, Micki, Rhonda Schlesinger and Chery Leaf, one grandchild and many family members and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of Chicago, gathered on this 13th day of April in 1988, do hereby mourn the death of Harold Aronson, a

fine man and a fine citizen, and may we also extend our deepest sympathy to his wife, Harriet, his family members, and his friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Harold Aronson.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

Presented By

**ALDERMAN FARY (12th Ward):**

CONGRATULATIONS EXTENDED MR. JOSEPH BOBBIN ON  
HIS 100TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Brighton Park resident Joseph Bobbin celebrated his 100th birthday on Wednesday, March 16, 1988; and

WHEREAS, He arrived in Chicago in 1908 from Lithuania and worked in a soap factory for 50 cents a day. After graduating from night school, he founded a jewelry and music store on Archer Avenue; and

WHEREAS, He purchased a home near 44th and Francisco in 1912 and raised a family. His wife Veronica passed away March 17, 1985. His daughter, Millie, and her husband, Robert Penn, have two sons, Mathew and Jeffrey. A son, Lawrence, and his wife Mary, reside in Connecticut. Lawrence's son, Mark, is married and resides in Iowa, while a daughter, Elizabeth, graduated from college last December and resides in Brookfield; and

WHEREAS, Jerry Scharkos and family reside in Villa Park. Donald Scharkos and his family operate Sharko's Restaurant on 63rd Street, while another relative, George Scharkos and family reside in Arizona and have a catering business. A niece, Sister Morita

of Saint Casmir's Convent visits Mr. Bobbin often and assists in his care. Another nephew, Larry T. Aubin and family reside in Texas; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council extend their heartfelt wishes to Joseph Bobbin on his 100th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Joseph Bobbin.

Alderman Fary moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Fary, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.

*Nays* -- None.

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

---

CONGRATULATIONS EXTENDED MR. ROBERT J. MIZERA  
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Eagle Scout Robert J. Mizera, a member of Boy Scout Troop 465, sponsored by the Five Holy Martyrs Roman Catholic Church, 4327 South Richmond Street, Chicago, will be honored at a ceremony to be held on Saturday, April 16, 1988, at 7:30 P.M., in the parish assembly hall; and

WHEREAS, Robert J. Mizera, as a Cub Scout, earned honors as a Den Leader and was a recipient of the Arrow of Light award; as a Boy Scout he was an Assistant Patrol Leader, Patrol Leader, Assistant Senior Patrol Leader, a member of the Order of the Arrow, and recipient of the World Conservation Award. He also earned three scouting religious awards, namely, the Parvuli Dei Award, the Ad Altare Dei Award and the Pope Pius XII Award; and

WHEREAS, Robert was an honor student at Quigley Seminary South High School for four years compiling a 4.62 grade point average; he received top awards in Spanish and English during his junior year and the top Spanish and the Sons Of The American Revolution Citizenship Award at graduation, having graduated second in a class of 157; and

WHEREAS, Robert's activities in sports earned him numerous awards in baseball, basketball and hockey throughout his grade and high school years; and

WHEREAS, Robert was named Athlete Of The Year during his sophomore and junior years and earned a place on the Chicago Sun-Times All Academic And Athletic Team in his senior year; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council in a meeting assembled this 13th day of April, 1988, congratulate Eagle Scout Robert J. Mizera on his scholastic and scouting achievements and wish him continued success in his endeavors and choice of his chosen career; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Eagle Scout Robert J. Mizera at the ceremony to be held in his honor on April 16, 1988.

Alderman Fary moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Fary, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.

*Nays* -- None.

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

---

CONGRATULATIONS EXTENDED MR. AND MRS. EDWIN STAFFORD  
ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Edwin Stafford of Brighton Park observed their golden wedding anniversary on March 18th, 1988; and

WHEREAS, The couple have three children: Edwin Jr., Audrey (Andrew) Uram and Christine (Richard) Sladcik; seven grandchildren and three great-grandchildren; and

WHEREAS, Mr. Stafford was formerly employed with Bowman Dairy Company and Archer Laundry; and

WHEREAS, A congratulatory message was received from President Reagan; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council extend their heartfelt wishes to Mr. and Mrs. Edwin Stafford on their golden wedding anniversary; and

*Be It Further Resolved*, That a suitable copy of the resolution be prepared for presentation to Mr. and Mrs. Edwin Stafford.

Alderman Fary moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Fary, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

CONGRATULATIONS EXTENDED MR. WARREN WITTHOEFT  
FOR ACHIEVEMENTS IN SCOUTING.

Also, a proposed resolution reading as follows:

WHEREAS, Warren (Woody) Witthoeft, a Brighton Park resident, received the Silver Beaver Award from the Boy Scouts of America at the Chicago Area Council's annual meeting held at the Mart Plaza on January 30th, 1988; and

WHEREAS, The Silver Beaver Award is the highest honor bestowed by a local council to volunteer Scouters. The recipients must be nominated by peers for their exceptional service to young people; and

WHEREAS, As a boy, Warren Witthoeft held just about every job within a troop that a boy could. He seems to be attempting a repeat performance as an adult. Unit service includes Scout-master and assistant, Roundtable Unit and District Commissioner. He has chaired jamborees, swim meets, merit badge jamborees, scout shows, Project SOAR and Sustaining Membership Enrollment. Warren is presently scoutmaster of Troop 464 which is sponsored by the Mens's Club of Immaculate Conception Church. The Troop meets every Tuesday in the school hall; and



WHEREAS, Outside scouting, he has coached Little League, been a youth counselor in his church, and a co-chairman of the Wagner Park Neighborhood Youth Program. Active in the Order of the Arrow, for the last 10 years he has organized the Tschitani-Mawat Chapter's work project in support of the Division 3 Kiwanis Clubs' Crippled Children's Camp in Plymouth, Indiana. A Chicago police officer, Mr. Witthoeft is assigned to the 9th District, 35th and South Lowe Avenue; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council extend their heartfelt wishes to Warren (Woody) Witthoeft, for his achievements in scouting and wish him continued success in his efforts; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Warren Witthoeft.

Alderman Fary moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Fary, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.

*Nays* -- None.

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

---

Presented By

**ALDERMAN BURKE (14th Ward):**

CONGRATULATIONS EXTENDED MR. AND MRS.  
ANTONIO GUTIERREZ, SR. ON THEIR  
SILVER WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Antonio Gutierrez, Sr. will celebrate their 25th wedding anniversary on April 16, 1988; and

WHEREAS, Antonio and Helena had received the Sacrament of Matrimony at Immaculate Heart of Mary Church; and

WHEREAS, Antonio and Helena are longtime residents of the 14th Ward; and

WHEREAS, Antonio and Helena have contributed to the strength of this city, not only through their own industriousness but also by raising during a time of trying social change a fine family of one daughter and four sons, all of whom are today adding to the vitality of this city; and

WHEREAS, Mr. and Mrs. Antonio Gutierrez, Sr., are proud parents of Laura, Antonio, Jr., Louis, Paul and Nicholas; the proud parents-in-law of Ronald Spizzirri and Paula Fann; and the proud grandparents of Louis, Jr.; and

WHEREAS, Mr. and Mrs. Antonio Gutierrez, Sr. epitomize the dearly held American ideal of the strong and vibrant family unit; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our sincerest congratulations to Antonio and Helena Gutierrez as they celebrate their twenty-fifth wedding anniversary, and also extend to them our warmest best wishes; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Mr. and Mrs. Antonio Gutierrez, Sr.

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

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

Presented By

**ALDERMAN CARTER (15th Ward):**

*Referred* -- RESERVATION OF FIFTY UNITS OF PROPOSED PREFABRICATED, LOW-INCOME HOUSING FOR FIFTEENTH WARD.

A proposed resolution to reserve fifty units of the 350 proposed prefabricated housing units for low-income affordable housing under a model project to be located and constructed on

vacant city-owned property in the 15th Ward, which was *Referred to the Committee on Housing*.

---

*Referred*-- UNITED STATES CONGRESS PETITIONED TO  
ADOPT HOUSE RESOLUTION 51 ADVOCATING  
STATEHOOD FOR WASHINGTON, D. C.

Also, a proposed resolution petitioning the United States Congress to adopt House Resolution 51 advocating statehood for the District of Columbia, which was *Referred to the Committee on Intergovernmental Relations*.

---

Presented By

**ALDERMAN CARTER (15th Ward) And  
ALDERMAN STREETER (17th Ward):**

*Referred*-- CREATION OF LOW-INCOME AFFORDABLE HOUSING  
FUND FROM NEW TAX REVENUE FOR CONSTRUCTION  
AND/OR REHABILITATION OF LOW-INCOME  
AFFORDABLE HOUSING.

A proposed resolution to create a low-income affordable housing fund from monies collected from the property taxes of new residential developments for use in new construction and/or rehabilitation of low-income affordable housing, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN CARTER (15th Ward), ALDERMAN LANGFORD  
(16th Ward) And ALDERMAN STREETER  
(17th Ward):**

*Referred*-- CALL TO USE SPECIFIED MONIES FOR  
LOW-INCOME AFFORDABLE HOUSING  
PURPOSES.

A proposed resolution calling for the recycling of the expected monies to be received in repayment of low-interest federal urban development action grant loans for the extension of additional low-interest loans to be used for the construction and/or rehabilitation of low-income affordable housing, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN LANGFORD (16th Ward):**

HONOR EXTENDED MRS. ANNE CLAXTON FOR HER  
ACT OF COURAGE.

A proposed resolution reading as follows:

WHEREAS, On Tuesday, March 29, 1988, Mrs. Anne Claxton, while driving with her family, observed a wounded police officer lying in the street at 69th and Elizabeth Streets; and

WHEREAS, Observing 7th District Police Officer Daniel Duffy lying wounded and helpless in the street from a bullet wound; and

WHEREAS, With total disregard for her own safety Mrs. Claxton exited her vehicle and went to the aid of the said officer; and

WHEREAS, Mrs. Anne Claxton physically shielded Officer Duffy from his assailant and, in a calm and reassuring manner, spoke words of endearment to him and persuaded him to remain on the ground until help could be obtained; and

WHEREAS, Mrs. Claxton faced the assailant's gun, and denied knowing his whereabouts, thus thwarting the assailant's intention to further wound the said officer; and

WHEREAS, Such act constituted that of a unique individual whose selfless act saved the life of one of Chicago's finest and is one which deserves the praise and gratitude of all of Chicago; now, therefore,

*Be It Resolved*, That Mayor Eugene Sawyer and the Chicago City Council, duly assembled this 13th day of April, 1988, do hereby express admiration and gratitude to Anne Claxton, for her act of courage; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Anne Claxton, and a suitable copy remain in the City Council file.

Alderman Langford moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Langford, seconded by Aldermen T. Evans, Smith, Jones, Osterman, Beavers, Carter, Davis, Pucinski, Caldwell, Mell, J. Evans, Sheahan and Vrdolyak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, invited to the Mayor's rostrum Mrs. Anne Claxton, together with her family--husband, David; son, Laferre; brother, Prezell Dukas; sister, Mella Dukas; and friend, Lena Tomlin, as well as Chicago Police Officers Gregory Matura and Dennis Martz, and Alderman Anna Langford. After accepting a bouquet of roses from Alderman Langford, Mrs. Claxton expressed her appreciation for the city's recognition and declared her happiness over "the most important thing"--the fact that "all three officers are doing fine." Officer Matura next offered his thanks to the Council and, after stating his pleasure regarding the excellent prognosis for his partner, Officer Daniel Duffy, declared his readiness to return to the business of protecting the citizens of Chicago. Officer Dennis Martz then addressed the chamber, noting that the courageous action of Mrs. Claxton saved the life of his close friend, Officer Duffy, and commending the City Council in particular and the City of Chicago in general for its recognition of Mrs. Claxton. Acting Mayor Eugene Sawyer concluded the ceremonies by extending his personal congratulations to Mrs. Claxton, extolling the total selflessness of her actions. Acting Mayor Sawyer further observed that Mrs. Claxton epitomized the best qualities of Chicagoans and raised the possibility of naming Mrs. Claxton the city's Ambassador of Good Will. Mrs. Claxton was then warmly applauded by the City Council and assembled guests.

---

Presented By

**ALDERMAN SHEAHAN (19th Ward):**

**CONGRATULATIONS EXTENDED REVEREND MONSIGNOR  
FRANCIS J. MC ELLIGOTT ON HIS GOLDEN  
ANNIVERSARY IN PRIESTHOOD.**

A proposed resolution reading as follows:

WHEREAS, Reverend Monsignor Francis J. McElligott, Pastor Emeritus of Saint John Fisher Parish will celebrate fifty years in the priesthood on April 23, 1988; and

WHEREAS, Monsignor McElligott was ordained by Cardinal George Mundelein on April 23, 1938 and his first Solemn Mass was at Saint Sylvester's Church on April 24, 1938; and

WHEREAS, Monsignor McElligott has long been a great source of spiritual guidance and edification to his parishioners, as Pastor of Saint John Fisher, and previously as Assistant Pastor of All Saints Church and Saint Francis of Rome. Monsignor McElligott was appointed to Archdiocesan Catholic Cemeteries as Assistant Director in 1945, and was appointed Director of Catholic Cemeteries in 1951; and

WHEREAS, Monsignor McElligott was named a Monsignor only 15 years after being ordained. The rank of Papal Chamberlain was bestowed in 1953 by Pope Pius XII, and he was made a Domestic Prelate in 1959 by Pope John XXIII; and

WHEREAS, Monsignor McElligott was named Pastor of Saint John Fisher Church in August, 1966 and in addition to parish work, he continued to serve as Director of Cemeteries. He also served on the Board of Directors of the Priests Retirement and Mutual Aid Association, and was named an Archdiocesan consultor by John Cardinal Cody; and

WHEREAS, A special mass will be celebrated in his honor on Saturday, April 23, 1988 with a reception following in Kane Hall; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, do hereby congratulate Monsignor McElligott on 50 outstanding years as a priest as well as our gratitude for his superior dedication; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reverend Monsignor Francis J. McElligott.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

Presented By

**ALDERMAN GARCIA (22nd Ward):**

CONGRATULATIONS EXTENDED DR. FRANKLIN CHANG-DIAZ  
FOR HIS EXCELLENCE IN FIELDS OF SCIENCE  
AND MATHEMATICS.

A proposed resolution reading as follows:

WHEREAS, The City of Chicago has always been regarded as a technological industrial center, and maintained itself at the vanguard of changes in the sciences and their application, and industrial development is intrinsically linked to the skills and abilities of the population of the city; and

WHEREAS, Minorities have seldom been given appropriate recognition in their efforts to strive for a better future, and the youth of the City of Chicago have a great need to have adequate role models whom they can look up to and follow their example; and

WHEREAS, In preparing for a fast approaching age of high technology by taking additional mathematics and science courses will be stressed by America's first Hispanic-American Astronaut, Dr. Franklin Chang-Diaz, on Friday April 15, 1988 at the Museum of Science and Industry; and

WHEREAS, Dr. Franklin Chang-Diaz was selected as the first Hispanic- American Astronaut by N.A.S.A. in May of 1980 and by 1982 he was designated as a member of the support crew for the first space lab mission and on January 1st, 1983 he served as an orbit capsule communicator CAPCOM during the flight, and Dr. Chang-Diaz was a mission specialist on shuttle mission ST8 61-C which was launched from Kennedy Space Center on January 12, 1986; and

WHEREAS, During the six day flight he participated in the deployment of the SATCOM KU satellite, conducted experiments in astrophysics, and operated the materials processing lab MSC-2 STS-61C, and made a successful night landing at Edwards Air Force Base in California on January 18, 1986; now, therefore,

*Be It Resolved*, That Dr. Franklin Chang-Diaz having provided a positive role model for all youth, particularly Hispanic youth in our communities, aspiring for excellence in the fields of science and mathematics is to be highly commended for his pioneering endeavors; and

*Be It Further Resolved*, That the City Clerk's Office is directed to prepare a suitable copy of this resolution for presentation.

Alderman Garcia moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

COMMENDATIONS EXTENDED MR. RICHARD JUAREZ.  
FOR HIS HEROIC EFFORTS.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. Richard Juarez has been actively involved in working with the youth in the Latino community as president of "Los Embajadores de Cristo", representing "La Santisima Trinidad Church"; and

WHEREAS, Mr. Juarez is 21 years of age and is currently the youth pastor for the "Embajadores de Cristo" and is also a graduate student at the Christian Life College majoring in Psychology; and

WHEREAS, In keeping with his continuous commitment to the youth, he came to the rescue of Jose' Vergil on March 31, 1988, while attending the "Asencion Convention" at the Hyatt Regency O'Hare; and

WHEREAS, Jose' Vergil, the son of Mr. and Mrs. Rafael Vergil, was in immediate danger of drowning and Mr. Richard Juarez recognized this danger and without thought of self, heroically jumped into the pool and saved the life of Jose' Vergil; now, therefore,

*Be It Resolved*, That the Honorable Jesus G. Garcia, Alderman of the 22nd Ward and Chairman of the Committee on Aviation, Mayor Eugene Sawyer, and the members of the City Council of the City of Chicago, in a meeting assembled this 13th day of April of 1988 do hereby commend and salute Richard Juarez's heroic efforts, disregarding personal safety to save the life of another fellow human being; and

*Be It Further Resolved*, That the Office of the City Clerk is hereby directed to prepare a suitable copy of this resolution for presentation to Mr. Richard Juarez.

Alderman Garcia moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:



*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, personally congratulated Mr. Richard Juarez for his heroic efforts.

---

CONGRATULATIONS EXTENDED MR. MARCOS MURILLO ON  
RECEIVING "MAN OF THE YEAR" AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, The Boys and Girls Club of Chicago General R. E. Wood Unit, along with Alderman Jesus G. Garcia would like to take this opportunity to acknowledge the high standard of commitment to excellence in our community and the banking industry. Presently Marcos Murillo is Vice-President at Cole Taylor/Drovers. Marcos Murillo's beginnings in banking were at Central National Bank, after which he completed post graduate work at Northwestern University and the University of Chicago, along with several graduate certificates from the American Institute of Banking; and

WHEREAS, His participation in business and community organizations at both local and national levels include: Director -- Back of the Yards Business Association, Member: The Bishop Placido Rodriguez Auxiliary, The American G. I. Forum, Chicago Midwest Chapter Veterans Family Organization, The State's Attorneys Task Force on Community Affairs; and

WHEREAS, He is an accomplished marathon runner, completed all ten (10) of the American Marathon Events, took fourth place in 1983 in his age category, and he is presently training for his eleventh marathon in October, 1988; now, therefore,

*Be It Resolved*, That Mr. Murillo is a member of the banking industry for thirty years. Now we, the Boys and Girls Club of Chicago, General R. E. Wood Unit recognize and commend you for your valuable service and extend and congratulate you for receiving the prestigious Man Of The Year Award.

Alderman Garcia moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

Presented By

**ALDERMAN GARCIA (22nd Ward) And  
ALDERMAN HANSEN (44th Ward):**

**ENDORSEMENT OF "AMERICAN FAMILY CELEBRATION: WORKING  
FOR A CHANGE" PROGRAM SPONSORED BY COALITION  
OF LABOR UNION WOMEN.**

A proposed resolution reading as follows:

WHEREAS, All Chicago families share the need for family and medical leave, quality child care, services for the elderly, comprehensive health care, equity in quality education; and

WHEREAS, All of these things are part of a broader and increasing need for peace and economic justice which includes job security, a decent standard of living and a right to a voice on the job; and

WHEREAS, There is a child care crisis with a shortage of facilities and with an average price of \$3,000 a year, half the income of a minimum wage family; and

WHEREAS, 37 million Americans have no health insurance and another 50 million have inadequate coverage; and

WHEREAS, Care for the elderly is scarce and expensive and 14.5 million citizens over 65 years of age must pay \$300 to \$400 a week for such care; and

WHEREAS, Nearly one-fifth of the United States work force lacks a high school education and up to 20 percent cannot read above an eighth grade level; and

WHEREAS, These problems are compounded by the still prevalent problem of racism and discrimination for Blacks, Hispanics, Asian-Americans and the breakup of families by repressive immigration rulings; and

WHEREAS, It is an absolute disgrace that the United States is the only industrial country in the world--except for South Africa--that does not have a national family policy; and

WHEREAS, On May 14, 1988 in Washington, D.C., the Coalition of Labor Union Women is sponsoring the American Family Celebration: Working for Change, and the Chicago Family Celebration in Chicago on April 23rd, events designed to bring national attention to these working family issues; now, therefore,

*Be It Resolved*, That the Chicago City Council endorses the American Family Celebration: Working for a Change, to send a clear message to Congress and to the presidential candidates of both parties, that the problems facing American families every day are crucial to our nation, and demand their personal attention; and

*Be It Further Resolved*, That this City Council will seek measures on a citywide level to meet the needs of working families.

Alderman Hansen moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward):**

CONGRATULATIONS EXTENDED MR. AND MRS. BRUNO RACHE  
ON THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Bruno Rache this year celebrate fifty golden years of wedded bliss; and

WHEREAS, Mary and Bruno Rache were joined in matrimony August 20, 1938, at Holy Family Catholic Church, and have been stalwart and active citizens in their southwest side community since 1939; and

WHEREAS, Bruno Rache, a United States Navy veteran of World War II, was a longtime employee of Archer Laundry and Dry Cleaners. Bruno and Mary also enjoyed success in their private business and now, both retired, have made many friends throughout their community; and

WHEREAS, Symbolic of the strength and solidity of family life, the union of Bruno and Mary Rache has yielded three children, four grandchildren and seven great-grandchildren: now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, A.D., do hereby congratulate Mr. and Mrs. Bruno Rache on the occasion of their golden wedding anniversary, and extend to these fine citizens and their family our very best wishes for a long, happy, successful future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. and Mrs. Bruno Rache.

Alderman Madrzyk, moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Madrzyk, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE BY ADDITION  
OF NEW CHAPTER 102.1 REQUIRING LARGE  
BUSINESSES TO GIVE ADVANCE NOTICE  
OF PLANT CLOSINGS AND  
PERMANENT LAYOFFS.

Also, a proposed ordinance to amend the Municipal Code by the addition of a new chapter to be known as Chapter 102.1, requiring large business concerns to give advance notice of plant closings and permanent layoffs to avert the resulting economic hardship of such closings and layoffs, which was *Referred to the Committee on Economic Development*.

Presented By

**ALDERMAN SOLIZ (25th Ward):**

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH RACINE AVENUE FOR CASA AZTLAN  
CULTURAL CENTER DEDICATION.

A proposed order directing the Commissioner of Public Works to grant permission to Casa Aztlan for the closure of South Racine Avenue, between West 18th and West 19th Streets, for the Casa Aztlan Cultural Center dedication on April 7, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred*-- PERMISSION TO HOLD LATINO EXPRESSIONS  
ART EXHIBITION ON PORTION OF WEST  
19TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Helen Valdez, President, Mexican Fine Arts Center, to hold the Latino Expressions Art Exhibition on West 19th Street, from South Wood Street to South Wolcott Avenue for the period April 22--23, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN BUTLER (27th Ward):**

CONGRATULATIONS EXTENDED DR. AND MRS. JESSE L. BUTLER  
ON THEIR THIRTIETH WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Dr. and Mrs. Jesse L. Butler celebrated thirty years of wedded bliss April 5, 1988; and

WHEREAS, Both natives of Mississippi, Glennie and Jesse L. Butler have spent the entirety of their married lives in Chicago and have become particularly active and respected in their west side community; and

WHEREAS, Dr. Jesse L. Butler is known as one of this city's most dedicated spiritual leaders; he is Pastor of United Life Church. Glennie Butler is a registered nurse at Hines Hospital, and both of these fine citizens give freely of their time and their experience in their grateful community. Their daughter Sheneather, is Alderman of the 27th Ward of the City of Chicago; and

WHEREAS, Dr. and Mrs. Jesse L. Butler represent the strength and solidity of family life; they have three children and three grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, A.D., do hereby congratulate Dr. and Mrs. Jesse L. Butler on thirty years of wedded bliss, and extend to this outstanding couple our very best wishes for many more years of happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dr. and Mrs. Jesse L. Butler.

Alderman Butler moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Butler, seconded by Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

CONGRATULATIONS EXTENDED MR. NAPOLEON GILLETTE  
ON HIS 108TH BIRTHDAY.

Also, a proposed resolution reading as follows:

WHEREAS, Napoleon Gillette, a citizen of Chicago's great west side, celebrates his 108th birthday April 20, 1988; and

WHEREAS, Born April 20, 1880, in Camden, Arkansas, Napoleon Gillette has experienced the history of this great country as few others have. A son of sharecroppers, Mr. Gillette grew and worked there, later in East Saint Louis, Illinois, and Saint Joseph, Missouri, in any number of menial jobs. He came to Chicago in 1931, and eventually his experiences on the receiving end of unfair labor practices led him to become active in union organizing, and he ended his professional career as chairman of the grievance committee at the Maremont Corporation plant in Cicero. He retired in 1957 at the age of 77; and

WHEREAS, Napoleon Gillette has viewed and shared the growth and progress of this great city. We are indeed proud of this fine citizen; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, A.D., do hereby congratulate and honor Napoleon Gillette as he celebrates his 108th birthday, and extend to him our admiration and best wishes; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Napoleon Gillette.

Alderman Butler moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Butler, seconded by Aldermen Langford and Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, invited Mr. Napoleon Gillette to the mayor's rostrum where he was personally congratulated.

---

Presented By

**ALDERMAN SMITH (28th Ward):**

*Referred* -- PERMISSION FOR OPERATION OF NEWSSTAND ON  
NORTHWEST CORNER OF NORTH HAMLIN AVENUE  
AND WEST MADISON STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Kevin Williams, for the operation of a newsstand on the northwest corner of North Hamlin Avenue and West Madison Street on Saturday and Sunday, in accordance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN DAVIS (29th Ward):**

APRIL 23, 1988 PROCLAIMED AS "THOMPSON  
COMMUNITY SINGERS DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, There are some people on this earth who are blessed with enormous talent and who make use of this talent to console, inspire, motivate and activate others; and

WHEREAS, The Reverend Milton Brunson is such an individual who since his childhood days has been using his tremendous gift; and

WHEREAS, Forty years ago, after returning home from the military, the then Milton Brunson organized a group of young people into a singing group; and

WHEREAS, As the years went by, the group under the steady guidance, leadership, influence and direction of Reverend Brunson, became one of the most sought after gospel singing groups in the nation; and

WHEREAS, The Thompson Community Singers have recorded any number of top of the chart hits and have performed all over the nation; and

WHEREAS, In addition to their singing, they are noted for being solid citizens who give generously of their time, energy and personal resources towards improving the quality of life for all of mankind; and

WHEREAS, While developing the Thompson Community Singers, Reverend Brunson was called into the ministry and has developed the Christ Tabernacle Missionary Baptist Church into one of the finest of its kind in the nation; now, therefore,

*Be It Resolved*, That the Chicago City Council, in meeting this 13th day of April, 1988, does hereby extend its congratulations to Reverend Milton Brunson and the Thompson Community Singers and proclaim April 23rd, 1988 the Thompson Community Singers Day in Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Reverend Brunson as a token of our appreciation for his and the Thompson Community Singers' contributions to the advancement of gospel music.

Alderman Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.



Nays -- None.

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

---

Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred --* REDUCTION IN ANNUAL LICENSE FEE FOR  
SPECIAL POLICE EMPLOYED BY SAINT MARY  
OF NAZARETH HOSPITAL CENTER.

A proposed ordinance requiring Saint Mary of Nazareth Hospital Center to pay a ten dollar license fee for each of the special police employed therein, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

---

*Referred --* PERMISSION TO HOLD BLOCK PARTY  
ON PORTION OF WEST BARRY STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Eleanor Grebener, Block Captain, to hold a block party in the 2100 block of West Barry Street, on North Hamilton Avenue, and in the adjacent alley on Saturday, August 20, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred --* PERMISSION TO HOLD "FEAST OF SAINT BONIFACE"  
ON PORTION OF WEST CHESTNUT STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend Lawrence E. Collins, Saint Boniface Parish, to hold the "Feast of Saint Boniface" on West Chestnut Street, between North Elizabeth Street and North Noble Street for the period June 4--5, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN MELL (33rd Ward):**

CONGRATULATIONS EXTENDED MR. AND MRS. RAY DEMMING  
ON THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Ray Demming, lifelong citizens of this great City of Chicago, are celebrating fifty golden years of wedded bliss May 6, 1988; and

WHEREAS, Evelyn and Ray Demming have lived at their great northwest side address for more than three decades, and in that time have made many friends in their grateful community, with whom they celebrate this singular event; and

WHEREAS, Symbolizing the strength and solidity of family life, Evelyn and Ray Demming have one child, Edwin; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, A.D., do hereby congratulate Mr. and Mrs. Ray Demming on the happy occasion of their golden wedding anniversary, and extend to this fine couple our most sincere wishes for many more happy, fruitful and fulfilling years; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Ray Demming.

Alderman Mell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Mell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

*Referred* -- PERMISSION TO HOLD SIDEWALK SALES ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the organizations listed, to hold sidewalk sales on portions of specified public ways, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Jules 5¢ and \$1.00 Store and Boston Department Store, as a joint venture--to hold various sidewalk sales at 2064 and 2010 North Milwaukee Avenue beginning every Thursday through Sunday for the period of April 28--July 31, 1988; and

Klaus Department Store--to hold various sidewalk sales at 2909 North Milwaukee Avenue every Saturday for the period of May 7--September 24, 1988.

---

*Referred* -- PERMISSION TO HOLD TRUCKLOAD SALE AT  
3545 NORTH KEDZIE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Hi-Grade Paints, c/o Mr. Vecchio, for the conduct of a truckload sale at the curb in front of 3545 North Kedzie Avenue for the period June 3--5, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN CULLERTON (38th Ward):**

*Referred* -- PERMISSION TO HOLD CARNIVALS ON  
SPECIFIED PUBLIC WAYS.

Two proposed orders directing the Commissioner of Public Works to grant permission to the religious organizations listed, to hold carnivals on specified public ways, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Saint Bartholomew Church, c/o Reverend Arthur Krueger--on North Lavergne Avenue, between West Patterson Avenue and West Addison Street; and in the east-west alley back of the school, between North Lamon Avenue and North Lavergne Avenue, for the period of June 5--13, 1988; and

Saint Pascal Church--on North Moody Avenue, from West Irving Park Road to the first alley north thereof; North Melvina Avenue, from West Irving Park Road to the first alley north thereof; and the first east-west alley north of West Irving Park Road, from North Melvina Avenue to North Moody Avenue, for the period of May 23--31, 1988.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH AUSTIN AVENUE FOR WRIGHT JUNIOR  
COLLEGE GRADUATION EXERCISES.

Also, a proposed order directing the Commissioner of Public Work to grant permission to Wright Junior College, c/o Mr. Thomas Swaine, to close to traffic North Austin Avenue, between West Cornelia Avenue and West Roscoe Street on Saturday, May 7, 1988 for graduation exercises, which was *Referred to the Committee on Beautification and Recreation*.

*Referred --* PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF WEST IRVING PARK ROAD AND  
NORTH MEADE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Pascal School, c/o Ms. Roseann Monaco, to hold a sidewalk sale on both sides of West Irving Park Road, between North Melvina and North Meade Avenues; and both sides of North Meade Avenue, from West Irving Park Road to the first alley south thereof for the period of June 4-5, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

ALDERMAN LAURINO (39th Ward):

MAY 11, 1988 PROCLAIMED AS "THILLENS STADIUM  
DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Thillens Stadium, located at 4242 North Elston Avenue in the heart of Chicago's great northwest side, is celebrating 50 years as one of Chicago's leading neighborhood sports arenas; and

WHEREAS, Founded in 1938, Thillens Stadium has been home base to untold thousands of baseball players of all ages. Beginning in 1964, Thillens has been donated free of charge to non-profit organizations, allowing many young baseball enthusiasts the opportunity to play in a major league park while raising funds for their individual causes; and

WHEREAS, On Wednesday, May 11, 1988, Thillens Stadium will be celebrating its fiftieth anniversary as a baseball stadium with its grand opening day ceremonies; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, A.D., do hereby declare that May 11, 1988, be known as "Thillens Stadium Day in Chicago", and that we direct the public's attention to the Grand Opening Day festivities planned for that date.

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Laurino, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

*Referred* -- EXEMPTION OF CERTAIN BUSINESSES FROM  
PHYSICAL BARRIER REQUIREMENTS PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, two proposed orders directing the Commissioner of Public Works to exempt the businesses listed from the physical barrier requirements pertaining to alley accessibility pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which were *Referred to the Committee on Streets and Alleys*, as follows:

Marie's Pizza and Restaurant--for its parking facility located at 4127 West Lawrence Avenue; and

Beu Florist--for its rear parking facility located at 5630 North Pulaski Road.

---

Presented By

**ALDERMAN NATARUS (42nd Ward):**

DRAFTING OF ORDINANCE DIRECTED FOR VACATION  
OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 60 feet, more or less of the east-west 18-foot public alley in the block bounded by East Grand Avenue, East Illinois Street, North Rush Street and North Michigan Avenue for Chicago Title and Trust Company, as Trustee, Trust No. 64278 (No. 10-42-88-1226); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

*Referred --* GRANTS OF PRIVILEGE TO SUNDRY  
ORGANIZATIONS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the organizations listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Foregiveness, Incorporated, doing business as FX1100--to maintain and use a portion of the public way adjacent to 1100 North State Street; and

Off Scott Street, Incorporated, doing business as Penguin's Bar & Grill--to maintain and use a portion of the public way adjacent to 1240 North Wells Street.

---

*Referred --* PERMISSION TO CLOSE TO TRAFFIC  
PORTION OF NORTH WELLS STREET FOR  
OLD TOWN ART FAIR.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Fred Isserman, Jr., President, Old Town Chamber of Commerce, to close to traffic North Wells Street, between West North Avenue and West Evergreen Avenue (including the intersection of West Schiller and North Wells Streets) to hold the Old Town Art Fair for the period of June 11--12, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred --* ABANDONMENT OF CENTRAL AREA SUBWAY  
SYSTEM KNOWN AS KINGSBURY-LARRABEE-  
CLYBOURN ALIGNMENT.

Also, a proposed resolution to declare abandoned the north leg of the Central Area Subway System, known as the Kingsbury-Larrabee-Clybourn Alignment, due to a lack of federal funding for the construction of the proposed subway lines for the Chicago Urban Transportation District, which was *Referred to the Committee on Local Transportation*.

---

Presented By

**ALDERMAN EISENDRATH (43rd Ward):**

*Referred --* GRANTS OF PRIVILEGE TO SUNDRY  
ORGANIZATIONS FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the organizations listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chumley's North, Incorporated, doing business as Tuesday's Restaurant--to maintain and use a portion of the public way adjacent to 565 West Diversey Avenue; and

D & J Pizza, Incorporated, doing business as Ranalli's on Lincoln--to maintain and use a portion of the public way adjacent to 1925 North Lincoln Avenue.

---

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER  
194A, ARTICLE 10.6-1 ESTABLISHING ADDITIONAL  
PARKING SPACES FOR RESTAURANTS  
AND TAVERNS.

Also, a proposed ordinance to amend Chapter 194A, Article 10.6-1 of the Municipal Code by establishing one parking space for each three hundred square feet of floor space occupied by restaurants and taverns within the city, which was *Referred to the Committee on Zoning*.

---

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER  
194A BY RECLASSIFYING SPECIFIED RESTAURANTS  
AND TAVERNS AS SPECIAL USES.

Also, a proposed ordinance to amend Chapter 194A of the Municipal Code by deleting Articles 10.3-1(15) and 10.3-1(17) and adding new language to Article 10.4-1, reclassifying restaurants which sell liquor and taverns as special uses instead of permitted uses, which was *Referred to the Committee on Zoning*.

---

*Referred --* PERMISSION TO HOLD STREET FAIR ON PORTIONS  
OF NORTH LINCOLN AVENUE, WEST ALTGELD STREET  
AND WEST MONTANA STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Wrightwood Neighborhood Conservation Association to hold a street fair on North Lincoln Avenue, between West Wrightwood Avenue and West Fullerton Parkway; West Altgeld Street, between North Sheffield Avenue and North Lincoln Avenue; and West Montana Street, between North Lincoln Avenue and North Sheffield Avenue for the period of July 30--31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

ALDERMAN EISENDRATH (43rd Ward)  
And OTHERS:

CITY COUNCIL URGED TO SUPPORT LEGISLATION  
CONCERNING "ACT FOR BETTER CHILD  
CARE SERVICES".

A proposed resolution, presented by Aldermen Eisendrath, Levar, Smith, Shiller, Gutierrez, Osterman, Hansen, Butler, Caldwell, Austin, Jones and Robinson, reading as follows:

WHEREAS, The provision of day care services can strengthen families by providing early education to children, while allowing parents time to work; and

WHEREAS, April 10--16 is designated the week of the Young Child and a rally will be held on April 17 at Grove 2 in Lincoln Park to support the Act for Better Child Care Services (A.B.C.); and

WHEREAS, A.B.C. embodies a substantial new federal effort to improve state child care systems; and

WHEREAS, A.B.C. would allocate approximately \$2.5 billion for states and cities to support child care subsidies, extended day care programs for preschool children, enhance resource referral and training, regulatory enforcement, and to provide wage improvements; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago extend its support to the Act for Better Child Care Services, and that we communicate this support to our delegation in Washington; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available to those organizing the April 17th rally in support of the Act.

Alderman Eisendrath moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Eisendrath, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.

*Nays* -- None.

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



*Referred --* CITY COUNCIL URGED TO SUPPORT CHICAGO PARK  
DISTRICT'S REQUEST FOR STATE FUNDING TO USE  
HYDRAULIC DREDGE.

Also, a proposed resolution, presented by Aldermen Eisendrath, Hansen, Bloom, Natarus, Orr, Shiller, Schuler and Osterman, urging the City Council to pledge their support to the Chicago Park District's request for state funding from the 1987--1988 Supplemental Appropriation Bill of the Illinois State Legislature for the purpose of using a hydraulic dredge to replenish city beaches, which was *Referred to the Committee on Beautification and Recreation.*

---

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED MR. MAX ROACH ON  
HIS SUCCESSFUL CAREER AS PERCUSSIONIST  
AND COMPOSER.

A proposed resolution reading as follows:

WHEREAS, Max Roach has long been renowned as both a percussionist and a composer;  
and

WHEREAS, Max Roach began his rich career in music as a devotee of such jazz greats as  
Jelly Roll Morton and Fats Waller; and

WHEREAS, Max Roach continued to both play and compose through the big band era of  
Duke Ellington, Benny Goodman, and Count Basie; and

WHEREAS, Max Roach's music has delighted countless connoisseurs of jazz; and

WHEREAS, Even today at age sixty-four, Max Roach continues to thrill audiences with  
his artistic brilliance and his ability to combine various forms of music and yet maintain a  
strong bond with America's truly original music: jazz; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and members of the City Council of the City  
of Chicago, gathered here this 13th day of April, 1988, congratulate Max Roach on his long  
and successful career and wish him health and strength so that he may continue to  
entertain and delight his audiences; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for  
presentation to Max Roach on the occasion of his stay in Chicago.

Alderman Hansen moved to *Suspend the Rules Temporarily* to permit immediate  
consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

*Referred* -- GRANTS OF PRIVILEGE TO VARIOUS INDIVIDUALS  
AND ORGANIZATIONS FOR SIDEWALK CAFES.

Also, four proposed ordinances to grant permission and authority to the organizations and individuals listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Color Me Coffee, Incorporated, doing business as Color Me Coffee--to maintain and use a portion of the public way adjacent to 3000 North Sheffield Avenue;

Leona's Pizzeria, Incorporated, doing business as Leona's--to maintain and use a portion of the public way adjacent to 3215 North Sheffield Avenue;

Ernestine Manny and Bercy Jones, doing business as Los Compadres Restaurant--to maintain and use a portion of the public way adjacent to 3358 North Sheffield Avenue;  
and

The German Corner, Incorporated, doing business as Zom Deutschen Eck--to maintain and use a portion of the public way adjacent to 2914 North Sheffield Avenue.

---

Presented By

**ALDERMAN SHILLER (46th Ward):**

*Referred* -- PERMISSION TO HOLD STREET FAIR ON  
PORTION OF NORTH FREEMONT STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Jimmie Barreto to hold a street fair on North Freemont Street, from West Addison Street to West Waveland Street on July 9, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN SCHULTER (47th Ward):**

CONGRATULATIONS EXTENDED MR. OSCAR LETHANDER  
ON HIS 100TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Oscar Lethander, a resident of Chicago's great north side, is 100 years young April 18, 1988; and

WHEREAS, Oscar Lethander has been a Chicago citizen since 1907, when he moved here from his native Sweden; and

WHEREAS, In 1910, Oscar Lethander joined Leonard Peterson & Company as one of three employees; upon his retirement many years later, he was half-owner of this large and lucrative organization, and is today still active as Chairman of the Board. An outstanding engineering specialist, he has received numerous honors and awards; and

WHEREAS, Oscar and Hildegard Lethander were married in 1913. A model family, they had two sons, three grandchildren, and five great-grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of April, 1988, A.D., do hereby congratulate Oscar Lethander on the occasion of his 100th birthday April 18, 1988, and extend to this fine citizen our very best wishes for the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Oscar Lethander.

Alderman Schuler moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Schuler, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.

*Nays* -- None.

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

*Referred -- GRANT OF PRIVILEGE TO ZEPHYR'S ICE CREAM  
SHOP, INCORPORATED FOR SIDEWALK CAFE.*

Also, a proposed ordinance to grant permission and authority to Zephyr's Ice Cream Shop, Incorporated, doing business as Zephyr's Ice Cream Shop, to maintain and use a portion of the public way adjacent to 1777 West Wilson Street for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys.*

---

*Referred -- PERMISSION TO HOLD SUNDAY EVENING CONCERTS  
ON PORTION OF NORTH HAMILTON AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend George A. Rice of the Addison Street Congregational Church to hold Sunday evening concerts on North Hamilton Avenue, from West Addison Street to the first east-west alley north thereof, during the five Sundays in July, 1988, which was *Referred to the Committee on Beautification and Recreation.*

---

Presented By

**ALDERMAN OSTERMAN (48th Ward) And  
ALDERMAN SHEAHAN (19th Ward):**

*Referred -- CALL FOR INVESTIGATION AND INTENSIFICATION  
OF SECURITY IN CHICAGO TRANSIT AUTHORITY  
TRAIN YARDS.*

A proposed resolution urging a joint committee comprised of the members of the Committee on Police, Fire and Municipal Institutions and the members of the Committee on Local Transportation to investigate current security in the Chicago Transit Authority train yards, and further to intensify security to curb graffiti, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

---

Presented By

**ALDERMAN ORR (49th Ward) And OTHERS:**

*Referred -- CALL TO CONVENE EMERGENCY AFFORDABLE  
HOUSING SUMMIT TO DEVELOP PLAN AND  
IMPLEMENT SCHEDULE.*

A proposed resolution, presented by Aldermen Orr, Shiller, Giles, Rush, Davis, Figueroa, T. Evans, Smith, Gutierrez, Eisendrath, Streeter and Garcia, calling for the Commissioner of the Department of Housing to immediately convene an Emergency Affordable Housing Summit for the purpose of developing a 1988-1989 Chicago Affordable Housing Plan and implementation schedule, which was *Referred to the Committee on Housing.*

Presented For

**ALDERMAN STONE (50th Ward):**

**BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.**

A proposed ordinance, presented by Alderman Roti, reading as follows:

WHEREAS, The building located at 7313 North Western Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 7313 North Western Avenue is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

***Referred* -- REPEAL OF ORDINANCE ACCEPTING BID  
FOR PROPERTY AT 540 WEST WASHINGTON  
BOULEVARD.**

Also, a proposed ordinance to repeal an ordinance passed by the City Council on March 9, 1988, C.J.P. pp. 11132--11133, accepting the bid of Clinton Street Partnership for the property located at 540 West Washington Boulevard.

Alderman Vrdolyak moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed ordinance. The motion was lost by a viva voce vote.

Thereupon, two committees having been called, the Committee on Land Acquisition, Disposition and Leases and the Committee on Committees, Rules and Ethics, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*.

---

*Referred --* ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPIES AT 2509 WEST DEVON  
AVENUE.

Also, a proposed order, presented by Alderman Roti, directing the Commissioner of General Services to issue a permit to Crawford to maintain and use three canopies attached to the building or structure at 2509 West Devon Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

5. LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS  
FOR COLLECTION, AND WATER RATE EXEMPTIONS,  
ET CETERA.

Proposed ordinances and orders described below were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

LICENSE FEE EXEMPTIONS:

*BY ALDERMAN RUSH* (2nd Ward):

Ada S. McKinley Community Services/McKinley Davis House, 4237--4249 South Indiana Avenue.

*BY ALDERMAN BLOOM* (5th Ward):

Maranatha Youth Ministries, Incorporated Day Care Center, 1631 East 71st Street.

*BY ALDERMAN BEAVERS* (7th Ward):

Babes in Toyland Day Care and Kindergarten, 2419--2421 East 75th Street.

South Shore Community Church Day Care Center, 7401 South Yates Boulevard.

South Shore Community Day Care Center, 7601 South Phillips Avenue.

*BY ALDERMAN BURKE* (14th Ward):

Montessori Varnas Day Care Center, 3038 West 59th Street.

*BY ALDERMAN JONES* (20th Ward):

Vera Thomas Preschool, 6450 South Cottage Grove Avenue.

*BY ALDERMAN J. EVANS* (21st Ward):

Salvation Army/Brainard Community Center, 1501 West 87th Street.

*BY ALDERMAN SOLIZ* (25th Ward):

El Valor Corporation, 1931 West 19th Street (2).

*BY ALDERMAN BUTLER* (27th Ward):

Sidney Hillman Health Center of Chicago, 333 South Ashland Avenue.

*BY ALDERMAN DAVIS* (29th Ward):

St. Martin Day Care Center, 5704 West Midway Park.

*BY ALDERMAN GABINSKI* (32nd Ward):

Randolph Street Gallery Corporation, 756 North Milwaukee Avenue (2).

*BY ALDERMAN GILES* (37th Ward):

Action Community Coalition Day Care Center, 5251 West North Avenue.

St. Paul's Ohio Lutheran Day Care Center, 5035 West Ohio Street.

*BY ALDERMAN LAURINO* (39th Ward):

North Park Church Nursery School, 5250 North Christiana Avenue.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Park West Nursery School, 2335 North Orchard Street.

*BY ALDERMAN LEVAR (45th Ward):*

Lydia Home Association Day Care Center, 4300 West Irving Park Road.

*BY ALDERMAN ROTI for ALDERMAN STONE (50th Ward):*

Northwest Baptist Church Day Care Center, 6015 North Francisco Avenue.

Virginia Frank Child Development Center, 3033 West Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN ROTI (1st Ward):*

Jewish Federation of Metropolitan Chicago, various locations--semi-annual elevator inspection fees and annual building inspection fee (2).

*BY ALDERMAN RUSH (2nd Ward):*

Illinois Institute of Technology, various locations--fuel burning equipment inspection fees, building inspection fees, annual sign inspection fees, institutional inspection fees, driveway maintenance and inspection fees, annual control and a process device inspection fees and mechanical ventilation inspection fees (9).

*BY ALDERMAN SHAW (9th Ward):*

Historic Pullman Foundation, various locations--annual mechanical ventilation inspection fees, bi-annual building inspection fees and annual public place of assembly inspection fee (3).

*BY ALDERMAN SHEAHAN (19th Ward):*

Saint Barnabas School, 10121 South Longwood Drive--annual fuel burning equipment inspection fee.

Washington and Jane Smith Home, 2340 West 113th Place--annual maintenance of fire alarm boxes.



*BY ALDERMAN SOLIZ (25th Ward):*

Saint Anthony Hospital, 2847 West 19th Street--elevator inspection fees.

*BY ALDERMAN MELL (33rd Ward):*

Uhlich Children's Home, 3730 North California Avenue--annual maintenance and operating cost of private fire alarm box.

*BY ALDERMAN AUSTIN (34th Ward):*

Saint Catherine of Genoa, 640 West 118th Street--building inspection fees.

*BY ALDERMAN PUCINSKI (41st Ward):*

Norwood Park Home, 6016 North Nina Avenue--annual maintenance and operating cost of private fire alarm boxes.

*BY ALDERMAN NATARUS (42nd Ward):*

Immaculate Conception Church, 1431 West North Avenue--semi-annual elevator inspection fee.

Northwestern Memorial Hospital, 244 East Pearson Street--inspectional services.

Northwestern University, various locations--semi-annual elevator inspection fees, fuel burning equipment inspection fees, annual public place of assembly inspection fee, fire alarm system inspection fees, annual canopy and revolving door inspection fee and building inspection fee (6).

Scholl College of Podiatric Medicine, 1001 North Dearborn Street--mechanical ventilation inspection fee.

*BY ALDERMAN EISENDRATH (43rd Ward):*

The Chicago Academy of Sciences, 2001 North Clark Street--elevator inspection fee.

*BY ALDERMAN HANSEN (44th Ward):*

Saint Joseph Hospital, 2900 North Lake Shore Drive--elevator inspection fee and annual canopy and revolving door inspection fees (2).

4/13/88

NEW BUSINESS PRESENTED BY ALDERMEN

12143

*BY ALDERMAN SHILLER (46th Ward):*

Louis A. Weiss Memorial Hospital, 4600 North Clarendon Avenue--elevator inspection fees.

Salvation Army, various locations--elevator inspection fees and building inspection fees (2).

*BY ALDERMAN OSTERMAN (48th Ward):*

Selfhelp Home for the Aged, 908 West Argyle Street--annual maintenance and operation cost of fire alarm box.

*BY ALDERMAN ROTI for ALDERMAN STONE (50th Ward):*

Northwest Home for the Aged, 6300 North California Avenue--annual maintenance and operating cost of private fire alarm box.

WATER RATE EXEMPTIONS:

*BY ALDERMAN BUTLER (27th Ward):*

Rush Presbyterian St. Luke's Medical Center, 1725 West Harrison Street.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Mt. Olivet Baptist Church, 1743--1747 North Clybourn Avenue (2).

*BY ALDERMAN SCHULTER (47th Ward):*

All Saints Church, 4550 North Hermitage Avenue.

REFUND OF FEE:

*BY ALDERMAN SOLIZ (25th Ward):*

El Valor Corporation, 1850 West 21st Street.

## WAIVER OF FEE:

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 West Talcott Avenue.

---

**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

---

JOURNAL (March 30, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 30, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

**UNFINISHED BUSINESS.**

---

**MUNICIPAL CODE AMENDED BY ADDITION OF NEW  
CHAPTER 194D ENTITLED "PLANNED  
MANUFACTURING DISTRICTS".**

On motion of Alderman T. Evans, the City Council took up for consideration the report of a Joint Committee composed of the members of the Committee on Economic Development and the members of the Committee on Zoning, deferred and published in the Journal of the Proceedings of March 30, 1988, pages 11754 through 11761, recommending that the City Council pass a proposed ordinance, as amended, which would amend the Chicago Municipal Code by the addition of a new Chapter 194D entitled "Planned Manufacturing Districts".

On motion of Alderman T. Evans, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*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. A new chapter, Chapter 194D, to be entitled, "Planned Manufacturing Districts" is hereby added to the Municipal Code of Chicago, as follows:

*Part A.*

*Article I -- Purposes.*

*194D-1. This ordinance consists of Part A and Part B. Part B shall include such maps and text delineating each district designated pursuant to the provisions of Part A and related Supplementary Special Uses as enacted by the City Council from time to time.*

*194D-1.1. It is the policy of the City of Chicago and the intent and purpose of this ordinance:*

*(a) to foster the City's industrial base and to maintain the City's diversified economy for the general welfare of its citizens;*

*(b) to strengthen existing manufacturing areas which are suitable in size, location and character and which the City Council deems may benefit from designation;*

*(c) to encourage industrial investment, modernization and expansion by providing for stable and predictable industrial environments;*

*(d) to designate specific manufacturing districts of five or more contiguous acres in order for the City better to plan and direct programs and initiatives to promote their growth and development;*

*(e) to encourage the designation of districts to be known as "Planned Manufacturing Districts" and to authorize the imposition in any such district or portion thereof at the time of designation supplementary land use regulations delineating for the particular district additional permitted uses, prohibited uses or allowable special uses which may enhance the character of the district and promote the purposes of this ordinance.*

*Article II -- Rules And Definitions.*

*194D-2. (a) Rules of Construction.*

(1) *Where any provision of this chapter is either more or less restrictive than any comparable provision concerning the same subject matter under the city's Zoning Ordinance, the provisions of this ordinance shall govern.*

(2) *In their interpretation and application, except as provided in Section 194D-2(a)(1), the provisions of this Chapter shall be held to be the minimum requirements for the promotion of the public welfare and to accomplish the purposes of the ordinance.*

(3) *With respect to property located within any Planned Manufacturing District designated as such in Article VII of this Chapter, as amended from time to time, the applicable permitted use, special use, lot area and floor area ratio provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, shall govern except where they are in conflict with the purposes of this Chapter or to the extent that they differ from the general provisions in Article III or the Supplementary Use Regulations in Articles IV and VII imposed for particular districts at the time of designation pursuant to this Chapter. In the case of such a conflict, the provisions of this Chapter shall govern.*

(4) *This ordinance is not intended to abrogate any easement, covenant or any other private agreement, but where the provisions of this Chapter are more restrictive or impose higher standards or requirements than such easements, covenants or other private agreements, the requirements of this Chapter shall govern.*

(b) *Definitions. Wherever used in this Chapter, the following words shall have the following meanings unless the context clearly indicates otherwise:*

*"Administrator" means the City of Chicago Zoning Administrator.*

*"Commissioner" means the Commissioner of Planning of the City of Chicago.*

*"Owner" means the person or entity which appears in the authentic tax records of Cook County.*

*"Plan Commission" or "Commission" means the Chicago Plan Commission.*

*"Planned Manufacturing District" means a district of five acres or more that is designated by the City Council pursuant to the provisions of this Chapter. For the purposes of this Chapter, measurements of acreage shall apply to land which is contiguous or would be contiguous except for separation by a public way or a railroad right of way.*

### *Article III -- General Provisions.*

*194D-3. Eligibility. Any area of five or more contiguous acres shall be eligible for designation as a Planned Manufacturing District by the City Council upon the recommendation of the Plan Commission.*

*194D-3.1. (a) Initiation of Designation. On receipt of the written application of the Mayor or of the owners of all land within the boundaries of a proposed district, or of the*

*alderman of the ward in which a manufacturing district of suitable size exists, the Commission shall promptly commence the review and determination process set forth in § 194D-3.2.*

*(b). Application. An application for designation of an area as a Planned Manufacturing District shall be filed with the Zoning Administrator on forms provided by him and in the number of copies he shall require. The Administrator shall transmit an original copy of any such application without delay to the City Clerk, who shall record it in the proceedings of the City Council at its next regular meeting. The Administrator shall also transmit copies of any such application without delay to the Commissioner of Planning, the Plan Commission and the Commissioner of Economic Development.*

*194D-3.2. (a) Department of Planning--Community Meeting. Before a formal public hearing provided for in Section 194D-3.2(b) to consider recommending the designation of any district as a Planned Manufacturing District, the Commissioner of Planning shall hold at least one public meeting in the ward in which the district proposed for designation is located, for the purpose of explaining the proposal and soliciting comments on it. The Commissioner shall notify the alderman of the ward in writing of the time, place and purpose of the meeting and shall also publish notice of the same in a newspaper of general circulation within the ward.*

*The Commissioner, with the cooperation of the Department of Economic Development, shall make a written report and recommendation on the proposal to the Plan Commission before the date the Plan Commission has scheduled public hearings on the proposal pursuant to Section 194D-3.2(b).*

*(b) Plan Commission--Public Hearing. The Plan Commission shall, after written notice as provided in §194D-3.2(d), hold a public hearing at such a time and place as the Commission shall set, for the purpose of determining the industrial viability of the district and the need for Planned Manufacturing District status. The Commission shall hear testimony and make appropriate findings in accordance with Section 194D-3.2(c).*

*(c) Findings--Factors to be Considered. The applicant shall present evidence on the following factors for the Commission's consideration:*

*(1) With respect to industrial viability, the factors the Commission shall consider shall include the following:*

*A. the size of the district;*

*B. the number of existing firms and employees that would be affected;*

*C. the nature and size of recent and planned public and private investments within the district;*

*D. the potential of the district to support additional industrial uses and increased manufacturing employment;*

*E. the proportion of land in the district currently in industrial uses;*

*F. the proportion of land in the district currently in legal nonconforming uses;*

*G. the area's importance to the City as an industrial district; and*

*H. the proportion of land owners and manufacturing and other industrial land users within the proposed district who testify in favor of or in opposition to the designation.*

*(2) With respect to the need for Planned Manufacturing District status, the factors the Commission shall consider shall include the following:*

*A. evidence of conflict with or encroachment on industrial by non-industrial uses;*

*B. demand for zoning changes or use conversions which may be incompatible with the character of the manufacturing district; and*

*C. continuing industrial viability of the area in accordance with section 194D-3.2(c)(1).*

*Nothing in this section shall be construed to limit the right of any person other than the applicant to present evidence to the Commission.*

*(d) Notice of Public Hearing. The Plan Commission shall give written notice in advance of any public hearing required in §194D-3.2(b) as provided herein. The notice shall contain a brief statement of the nature of the hearing, the area under consideration for Planned Manufacturing District status, and the time and place of the hearing. The City Clerk shall cause the notice to be published in a newspaper of general circulation at least 15 days but not more than 30 days before the date of the hearing. In addition, at least 15 days but not more than 30 days before the date of the hearing, the Plan Commission shall send notice by registered or certified mail, return receipt requested, to the owners of all property within the proposed Planned Manufacturing District and to the owners of all property within 250 feet, excluding from the computation the number of feet occupied by any public way, of the boundary lot lines of the proposed district. If the mailed notice is returned because the owner of a property to whom notice is required to be sent cannot be found at his or its last known address, the notice requirements of this provision shall be deemed satisfied as to that owner. No further notice shall be required when a hearing is resumed after recess to a date certain. The Commission shall provide the Zoning Administrator with a copy of the notice and shall solicit his advice and counsel in evaluating the proposal and the evidence offered at the hearing.*

*(e) Recommendation of the Plan Commission. After public hearing, the Plan Commission shall within seven days forward to the City Council for consideration its findings, determination and recommendation, together with the recommendation of the Zoning Administrator, in a written report describing the proposed district, including relevant maps and any recommended supplementary use regulations commensurate with the character and needs of the proposed district.*

(f) *City Council.* No planned manufacturing district ordinance shall be changed without City Council approval.

(g) *Review by the Plan Commission.* The Plan Commission shall from time to time review the effectiveness of designated Planned Manufacturing Districts in achieving the purposes set forth in Article I of this ordinance. The Plan Commission shall recommend to the City Council changes in or repeal of a designated district if after following the hearing processes for district designation set forth in section 194D-3.2, it finds the purposes are not being met.

(h) *Rules and Regulations.* The Plan Commission may from time to time promulgate rules and regulations appropriate to effectuate the purposes of this ordinance; such rules and regulations shall be submitted to the City Council, and each of its members, to take effect 30 days thereafter unless the City Council shall reject them in whole or in part within that time. At least two weeks before they are to take effect, the Commission shall post notice of any proposed rules and regulations in the public reception area of its general offices and shall provide copies of the notice to the Zoning Administrator for posting in the public reception areas of his office. The notice shall indicate where copies of the proposed rules and regulations may be obtained, their proposed effective date, and the person to whom comments thereon may be directed.

194D-3.3. *Supplementary Use Regulations.* Within any Planned Manufacturing District, no residential uses shall be permitted or allowed. The Commission, after consultation with the Administrator, may recommend additional land use regulations in the nature of additional prohibited uses, permitted uses, allowable special uses or special restrictions which the Commission may deem necessary to enhance the character of the particular district and further the purposes of this ordinance. The only special uses which may be allowed within any Planned Manufacturing District shall be those set forth in the supplementary use regulations pertaining to it. Nonconforming uses may be replaced by any other permitted use not prohibited in the supplementary use regulations in the district or by a use listed in the supplementary use regulations. The Commission shall enumerate any such proposed supplementary use regulations in its report and recommendation to the City Council, and no supplementary use regulations shall be effective in any Planned Manufacturing District unless expressly enacted by the City Council.

#### Article IV -- Administration.

194D-4. Within any Planned Manufacturing District, any applicant for zoning exceptions, variations, variations in the nature of special uses, or any initial changes from a manufacturing use existing at the time the particular district was created to an allowable non-manufacturing special use, as set forth in the supplementary use regulations for that district, shall apply under procedures set forth in Chapter 194A, the Chicago Zoning Ordinance. In the case where an applicant seeks a variation in the nature of a special use, the applicant shall demonstrate that any proposed use will be compatible with the provisions of this Chapter 194D, and in particular the supplemental use regulations applicable to the affected Planned Manufacturing District. In acting on any



*such application, the Chicago Zoning Board of Appeals shall consider, in addition to those factors set forth in Chapter 194A, the probable effects of any proposed use on:*

- a. existing manufacturing activities, including the potential for land use conflicts and nuisance complaints;*
- b. the number and types of jobs in the district;*
- c. real estate values and taxes;*
- d. traffic flow and parking;*
- e. efforts to market the property for industrial use; and*

*it shall make specific findings with respect to each of these factors.*

#### *Article V -- Penalties And Remedies.*

*194D-5. (a) Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this chapter, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than Fifty Dollars (\$50.00) nor more than Three Hundred Dollars (\$300.00) for the first offense and not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00) for the second and each subsequent offense in any 180-day period; provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure (Ill. Rev. Stat. ch. 110, pars. 1 et seq.) (1985), as amended. Repeated offenses in excess of three (3) within any 180-day period may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six (6) months under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code (Ill. Rev. Stat. ch. 24, par. 1-2-1.1) (1985), as amended, and under the provisions of the Illinois Code of Criminal Procedure (Ill. Rev. Stat. ch. 38, pars. 100-1, et seq.) (1985), as amended, in a separate proceeding. A separate and distinct offense shall be regarded as committed each day upon which each person shall continue any such violation, or permit any such violation to exist after notification thereof.*

*(b) Notwithstanding the provisions of subparagraph (a) hereof, in the event any use of property has been or is about to be undertaken in violation of this chapter the City of Chicago may institute appropriate legal or equitable proceedings to prevent the illegal use or the continuation thereof.*

#### *Article VI -- Severability.*

*194D-6. If any provision, clause, sentence, paragraph, section, or part of this chapter, or application thereof to any person, firm, corporation, public agency or circumstances,*

*shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons, firms, corporations, public agencies, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.*

*Part B.*

*Article VII.*

*Designated District Maps*

*And*

*Supplementary Land Use Regulations.*

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

---

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY  
PARTICULAR AREAS.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of March 30, 1988, pages 11697 through 11754, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Davis, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays -- None.*

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

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

*Reclassification Of Area Shown On Map No. 1-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 Business Planned Development No. 325, as amended, C3-6 Commercial-Manufacturing District and C3-5 Commercial-Manufacturing Districts symbols and indications as shown on Map No. 1-F in the area bounded by

the alley next north of West Kinzie Street; a line 97.90 feet west of North Dearborn Street; West Hubbard Street; North Dearborn Street; the north bank of the Chicago River; and North Clark Street,

to the designation of a Residential-Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential - Business Planned Development No. \_\_\_\_\_*

*Plan Of Development.*

*Statements.*

1. The area delineated herein as a Residential-Business Planned Development (the "Planned Development") consists of approximately 199,644.24 square feet of real property, exclusive of public right of ways, and is depicted on the attached Property Line Map. It is divided into three sub-areas as depicted in the attached Planned Development Sub-Area and Generalized Land Use Plan.

2. This Plan of Development, consisting of twelve (12) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a sub-area and generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.

3. The permitted uses in the Planned Development are as follows:

Sub-Area A--Hotel and related uses, business offices and related uses, retail or service establishments, restaurants and taverns, including live entertainment and dancing, unenclosed or partially enclosed restaurants adjacent to and operated with enclosed restaurants and taverns, boat docks and other river oriented uses, railroad R.O.W., swimming pools and health facilities, rooftop earth station receiving dishes and parking.

Sub-Area B--Business offices and related uses, telecommunication and satellite receiving dishes, retail and service uses and parking. The uses to be established at street level along the Kinzie Street frontage of Sub-Area B shall be retail or other uses which provide direct pedestrian access between the building and the street, as it relates to the particular use, and may include all uses permitted in a C3-6 Commercial-Manufacturing District.

Sub-Area C--Residential uses, retail and service uses, health club facilities, telecommunication and satellite receiving dishes and parking.

4. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply with the following exceptions:

a) Grade for Sub-Area A only is herein established and referred to as Plaza Level which is +30 feet Chicago City Datum; and

b) In addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all mechanical floor space devoted to heating, ventilation and air conditioning equipment and exceeding 5,000 square feet in a single location regardless of placement in the building also shall be excluded.

5. Off-street parking and loading facilities will be provided in compliance with the Plan of Development and shall be subject to the review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations. All parking spaces required to serve buildings or uses shall be located on the same parcel as the building or use served or within 500 feet walking distance. Off-street loading shall be provided in accordance with this Plan of Development and shall be located on the same parcel as the building or use served.

6. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall

be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

7. The Applicant recognizes the City of Chicago's desire to locate the potential Riverbank Transit Line along Carroll Avenue and agrees to cooperate, in the design and construction of the proposed Sub-Area B improvements, with the City's desired location of that transit line provided, however, that there shall be no impact upon the existing and proposed loading docks in Sub-Area A and Sub-Area B unless any such impact is agreed to by the Applicant, its successors and assigns.

8. The height restriction of the improvements and any appurtenance attached thereto shall be subject to:

(1) Height limitations as certified and approved by the Federal Aviation Administration; and

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Zoning. Temporary signs such as construction and marketing signs also are permitted.

10. Any dedication or vacation of streets or alleys or easements or any adjustment of right of way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

11. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

12. This Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.

Exhibit "A" attached to this Plan of Development reads as follows:

*Exhibit "A".*

## Parcel A.

Legal title to the property commonly known as 321 North Clark Street is held by LaSalle National Bank and Trust Company, 135 South LaSalle Street, Chicago, Illinois 60603, (312) 443-2000, under Trust No. 109495.

Legal title to the property commonly known as 320 North Dearborn Street is held by LaSalle National Bank and Trust Company, 135 South LaSalle Street, Chicago, Illinois 60603, (312) 443-2000, under Trust No. 110339.

## Parcel B.

Legal title to the property commonly known as 57, 65 and 73 West Kinzie Street and 338--358 North Dearborn Street is held by LaSalle National Bank and Trust Company, 135 South LaSalle Street, Chicago, Illinois 60603, (312) 443-2000, under Trust No. 104102.

## Parcel C.

Legal title to the property commonly known as 62 West Kinzie Street and 412--418 North Dearborn Street is held by LaSalle National Bank and Trust Company, 135 South LaSalle Street, Chicago, Illinois 60603, (312) 443-2000, under Trust No. 104102.

Legal title to the property commonly known as 53 West Hubbard Street is held by LaSalle National Bank and Trust Company, 135 South LaSalle Street, Chicago, Illinois 60603, (312) 443-2000, under Trust No. 112585.

[Bulk Regulations and Maps attached to the Plan of Development  
are printed on pages 12156 through 12161  
of this Journal.]

---

*Reclassification Of Area Shown On Map No. 1-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 Business Planned Development No. 381 symbols and indications as shown on Map No. 1-F in the area bounded by

(Continued on page 12162)

RESIDENTIAL BUSINESS PLANNED DEVELOPMENT INC.  
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS DATA

SUB-AREA	NET SITE AREA SQ. FEET (ACRES)	LAND USED PERMITTED	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
A	98,824.24 (2.269)	Hotel and related uses, business offices and related uses, retail and service uses, boat docks, railroad R.O.W. and parking. (See statement no. 3 for greater detail)	13.0	55%
B	56,927.00 (1.307)	Business offices and related uses, tele- communications and satellite receiving dishes, retail and service uses and parking.	18.0	100%
C	41,875.00 (1.007)	Residential uses, retail and service uses, health club facilities, telecommunications and satellite receiving dishes and parking	13.0	90%
TOTAL	199,644.24 (4.583)		14.75	76.5%

APPLICANT: BCE Development Properties Inc.  
321 North Clark Street  
Suite 700  
Chicago, Illinois 60610-4714

D D: January 12, 1988

Gross Site Area = Net Site Area + Area Remaining in Public Right-Of-Way

209,216.19 sq. ft. 199,644.24 sq. ft. + 89,372.15 sq. ft.

#### OFF-STREET PARKING AND LOADING

Parcel A: Minimum number of off-street

parking spaces: 125

Minimum number of off-street

loading berths: 8

Parcel B:

Minimum number of off-street

parking spaces: 110

Minimum number of off-street

loading berths: 4

Parcel C:

Minimum number of off-street

parking spaces: 450

Minimum number of off-street

loading berths: 4

#### BULK REGULATIONS

Maximum number of hotel rooms: 475 keys

Maximum number of dwelling units: 600

Maximum percent of efficiency: 40%

Maximum area devoted to hotel space on Parcel A above Plaza level: 325,000 sq. ft.

Maximum area devoted to office space on Parcel A above Plaza level: 980,000 sq. ft.

#### SETBACKS

Minimum setback from Chicago River at Plaza level: 30 feet in the area between North

Dearborn Street and a line 185.48

feet west of North Dearborn

Street. 55 feet in the area

between a line 185.48 feet west of

North Dearborn Street and North

Clark Street.

Minimum setbacks on Parcel B at an elevation 113 feet

above grade:

Minimum setback on Parcel C at an elevation 115 feet

above grade:

Minimum setbacks at all other property lines: none

APPLICANT: BCE Development Properties Inc.

321 North Clark Street, Suite 700

Chicago, Illinois 60610-4714

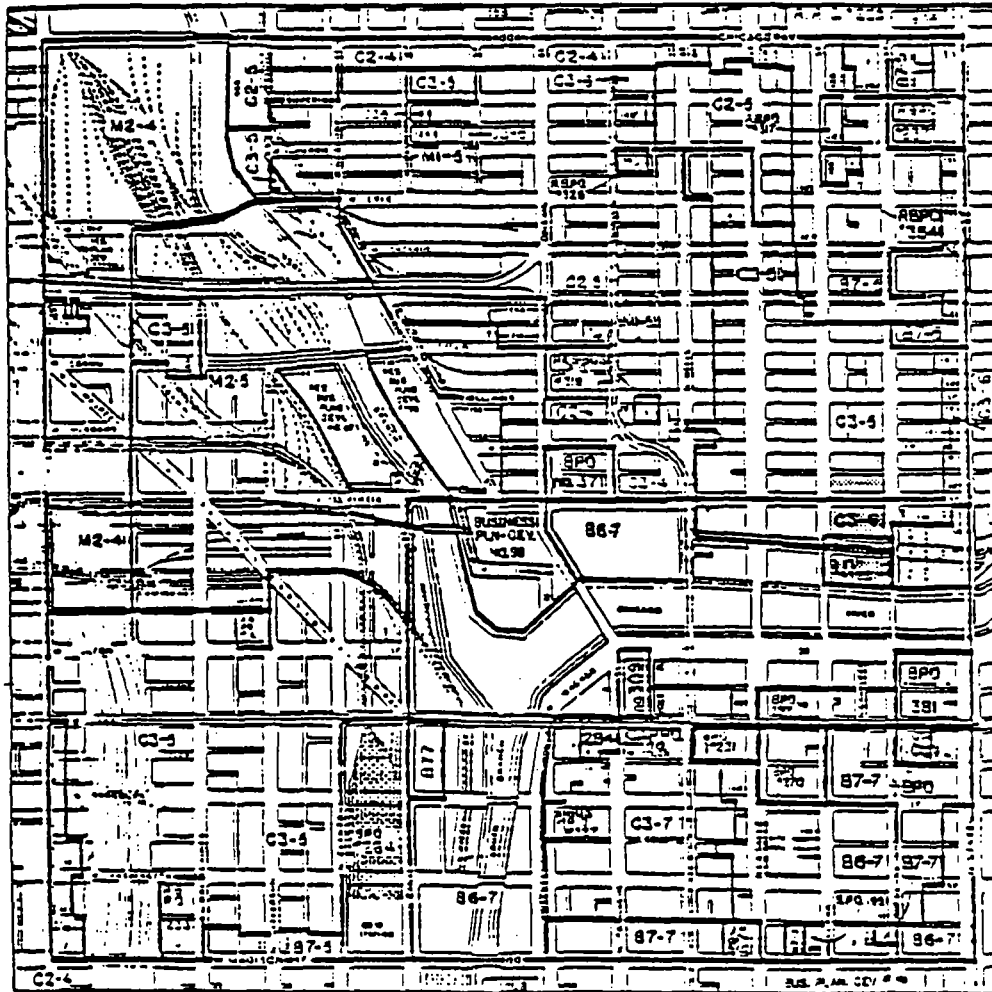
DATE: January 12, 1988

Page 2 of 2



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO.

EXISTING ZONING MAP



## LEGEND

- SUBJECT SITE
- ZONING BOUNDARIES

Applicant: BOC DEVELOPMENT PROPERTIES, INC.

Address: 321 NORTH CLARK

CHICAGO, ILLINOIS

Date: January 12, 1988

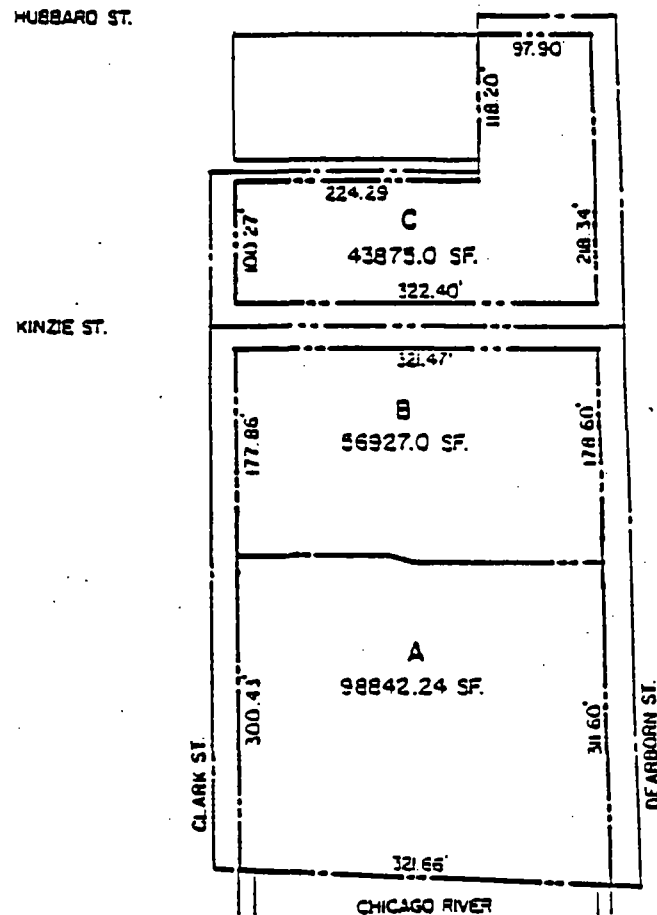
4/13/88

UNFINISHED BUSINESS

12159

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO.

PLANNED DEVELOPMENT SUB-AREA AND GENERALIZED LAND USE PLAN



LEGEND

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY
- SUB-AREA A, B, C

ADJACENT TO DEVELOPMENT PROPERTIES INC.

Address: 321 NORTH CLARK

CHICAGO, ILLINOIS

Date: January 12, 1988

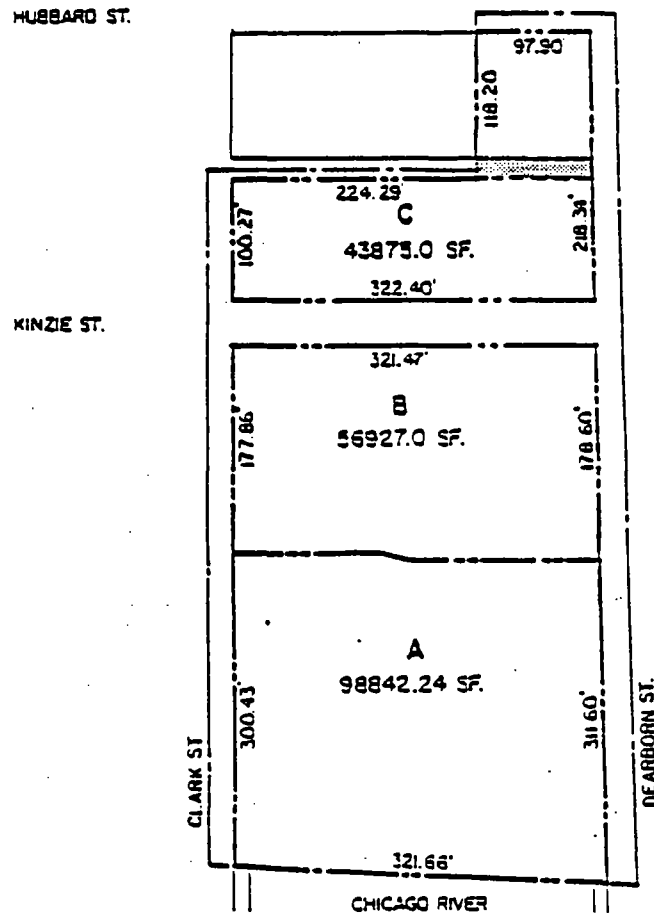


4/13/88

# UNFINISHED BUSINESS

12161

## RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. BOUNDARY AND PROPERTY LINE MAP



### LEGEND

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY
- ===== AREA OF PUBLIC WAY TO BE VACATED

Applicant: BOE DEVELOPMENT PROPERTIES INC.

Address: 321 NORTH CLARK

CHICAGO, ILLINOIS

Date: January 12, 1988

(Continued from page 12155)

West Wacker Drive; North Dearborn Street; West Lake Street; and North State Street,

to the designation of a Business Planned Development No. 381, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development  
No. 381, As Amended.*

*Plan Of Development.*

1. Legal title to that certain real property which is subject to the use and bulk restrictions of this Business Planned Development No. 381, as amended, and which property is legally described on Exhibit A attached hereto and made a part hereof (the "Property"), is held by the Harris Trust and Savings Bank, as Trustee u/t/a/ dated September 24, 1986 and known as Trust Number 43770.

2. The Property will be held under single ownership or control or under single designated control by Leo Burnett Co., Inc. or by its agents, representatives, successors, assigns or grantees.

3. The use and development of the Property shall be subject to this Plan of Development and attachments hereto, including without limitation, the Bulk Regulations Data.

4. Office uses, retail uses, hotel and meeting uses, or cultural uses, on-site parking, open space and such special and permitted uses as are currently included within the B6-7 and B7-7 Zoning Districts (as described in the Chicago Zoning Ordinance, Sections 8.3-6, 8.3-7, 8.4-6 and 8.4-7 and associated sections referred to therein) shall be permitted uses, including the operation of radio or television towers and/or earth station receiving dishes.

5. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

6. Any service drive, fire lane or other ingress or egress shall be adequately designed and paved in accordance with regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.

7. The height of each building located upon the Property and any appurtenances attached thereto shall be subject to:

- (a) Height limitations as certified on Form FAA-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
- (b) Airport Zoning Regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.

8. Business and business identification signs may be permitted upon the Property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Signs advertising products or services which products or services are not located upon the Property shall not be permitted.

9. For purposes of maximum Floor Area Ratio calculations, all mechanical floor space devoted to heating, ventilation and air conditioning equipment and exceeding 5,000 square feet in a single location regardless of placement in the building shall be excluded, as shall below grade uses, including: emergency generator, Commonwealth Edison vault, security office, personnel office, purchasing office, male and female lockers, training room, employees' dining, employees' pantry, receiving, storage (including glass, silver and china), telephone equipment, laundry/valet, engineering service, and housekeeping.

10. The Applicant or its successors, assigns or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

11. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" promulgated by the Commissioner of the Department of Planning.

12. The Plan of Development for the Property shall include the following uses and minimum and maximum requirements:

- (a) In no event shall the maximum floor area ratio ("F.A.R.") exceed 17.5.
- (b) The net site area is 100,758 square feet.
- (c) Upon completion of the hotel, the retail/cultural/entertainment floor area of the Property shall be not less than 100,000 square feet nor more than 250,000

square feet. Retail use at ground level shall be maximized on State and Lake Streets and partially on Dearborn Street.

- (d) The hotel use shall include a minimum of 600 hotel rooms, provided that suites, each containing two or more separate rooms with sleeping accommodations, may replace hotel rooms at a ratio of 1 suite for each 1.5 hotel rooms replaced. The hotel floor area shall contain no more than 500,000 square feet.
- (f) A minimum of 51 parking spaces and a maximum of 105 parking spaces shall be permitted as part of the hotel development and a minimum of 142 parking spaces and a maximum of 175 parking spaces shall be permitted as part of the office development. Additional parking may be provided off-site.

13. This amended Planned Development is subject to execution of a letter of technical correction by the Commissioner of Planning with respect to the Redevelopment Agreement which shall modify the schedules for construction and for submission of plans and specifications and necessary evidence of financing, and to make such other technical corrections thereto as shall be required in order to proceed with this amended Planned Development.

Att. (5):

Legal Description

Existing Zoning and Preferential Street Map

Property Line and Right of Way Adjustments Map

General Land Use Map

Use and Bulk Regulation Data

0878r

Exhibit "A" attached to this Plan of Development reads as follows:

---

\* 12(e). It is understood that the North Loop Guidelines for Conservation and Redevelopment adopted by the City Council of the City of Chicago in October, 1981, as amended (the "Guidelines"), authorize this Planned Development to include limited adjustments to various provisions of the Guidelines, provided that such adjustments are in substantial conformity with the Guidelines. The increase in the maximum office floor area provided herein is deemed to be in substantial compliance with the Guidelines.

\*(e) The office floor area shall not exceed 1,225,000 square feet.

*Exhibit "A".*

*Business Planned Development No. 381, As Amended.*

*Plan Of Development.*

**Legal Description Of Block 16.**

A track of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, together with a strip of land lying east of and adjoining said Block 16 and west of the West Line of State Street as established by an Act of the Legislature of the State of Illinois, approved March 3, 1845, in Cook County, Illinois bounded as follows:

Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line of Lake Street; thence West along the such North Line to the place of beginning; together with all rights and appurtenances pertaining thereto, including the rights of an owner thereof to abutting public streets and alleys.

[Bulk Regulations and Maps attached to the Plan of Development  
are printed on pages 12166 through 12170  
of this Journal.]

---

*Reclassification Of Area Shown On Map No. 1-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 B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by

(Continued on page 12171)



*Business Planned Development**No. 381, As Amended.**Use And Bulk Regulations Data.*

Net Site Area					% Land Coverage At Grade
Sub-Areas		Acres	Permitted Uses	F.A.R.	
A	50,094	1.15	Office, retail parking	25.8	100%
B	50,094	1.15	Hotel, retail parking	9.3	100%
Total:					
100,758 sq. ft.		2.31		17.5	100%

Net Site Area 100,758 sq. ft. + Rights-of-way (public streets and alley)  
68,248 sq. ft. = 169,006 sq. ft. Gross Site Area

**Parking Spaces Required:** A minimum of 51 and a maximum of 105 on-site parking spaces shall be permitted as part of the hotel development and a minimum of 142 and a maximum of 175 on-site parking spaces shall be provided as part of the office development. Additional parking may be provided off-site.

**Minimum Number of Loading Berths:**

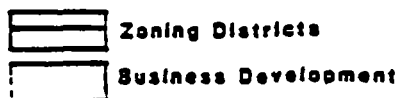
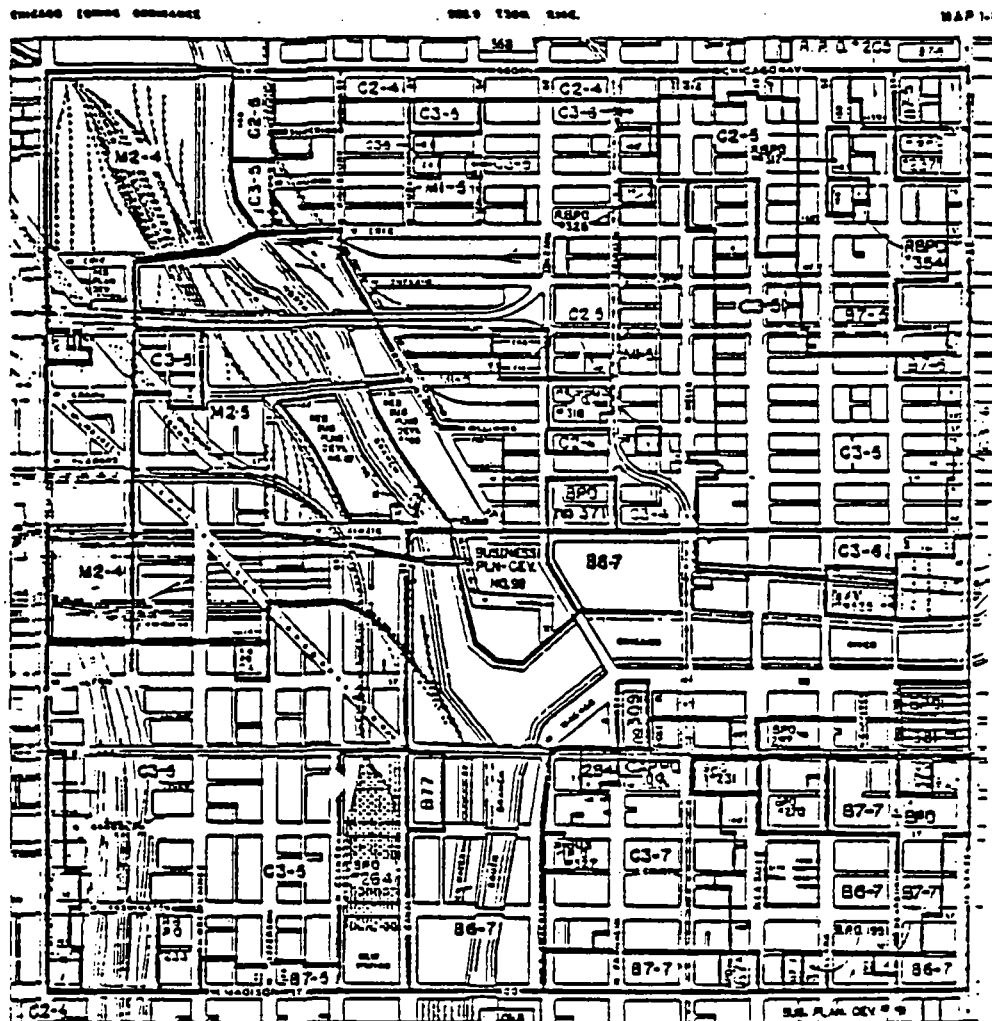
Office	-	6
Hotel and Retail	-	<u>3</u>
Total		9

**Maximum F.A.R.: 17.5**

**Sub-Area B Setback:** A building setback beginning at and extending upwards from a horizontal plane 75 feet above Chicago City Datum in the northeastern corner of Block 16, only, extending north-south a depth of 90 feet from the south line of West Wacker Drive for a distance of 161.71 feet from the west line of North State Street, and east-west a depth of 161.71 feet from the west line of North State Street for a distance of 90 feet from the south line of West Wacker Drive. (See General Land Use Map)

**Minimum Number of Hotel Rooms:** The hotel area shall include a minimum of 600 hotel rooms. Suites each containing two or more separate rooms with sleeping accommodations may replace hotel rooms at a ratio of 1 suite for each 1.5 hotel rooms replaced. The hotel area shall contain no more than 500,000 square feet.

**BUSINESS PLANNED DEVELOPMENT No. 381, as Amended.  
EXISTING ZONING AND PREFERRED STREET MAP**



**APPLICANT:** Leo Burnett Co., Inc.  
Prudential Plaza, 10th Floor  
Chicago, IL 60601

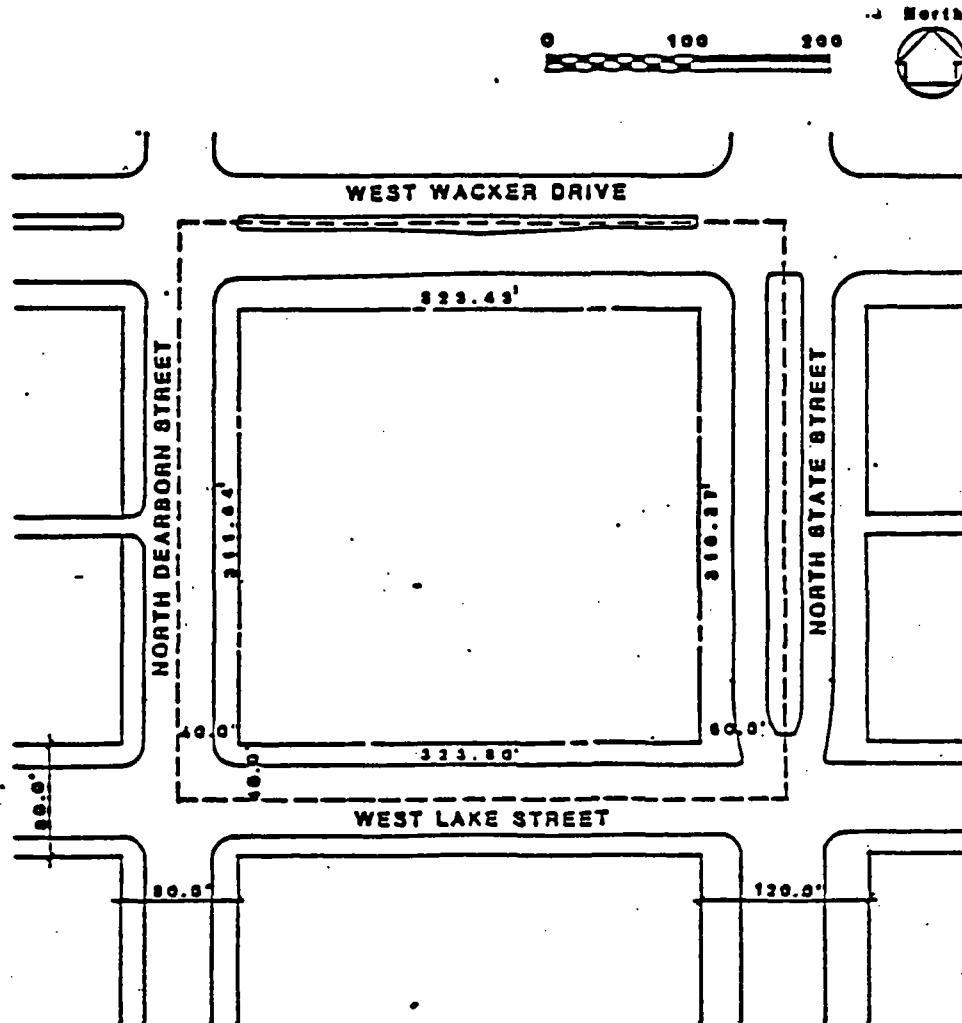
**DATE:** February 9, 1988

4/13/88

UNFINISHED BUSINESS

12169

**BUSINESS PLANNED DEVELOPMENT No. 381, as Amended  
PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENTS MAP**

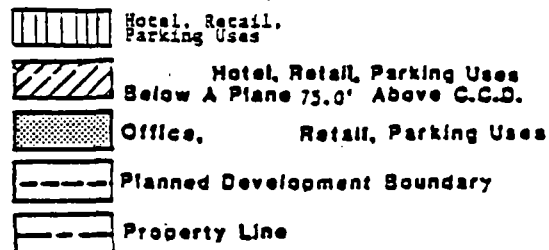
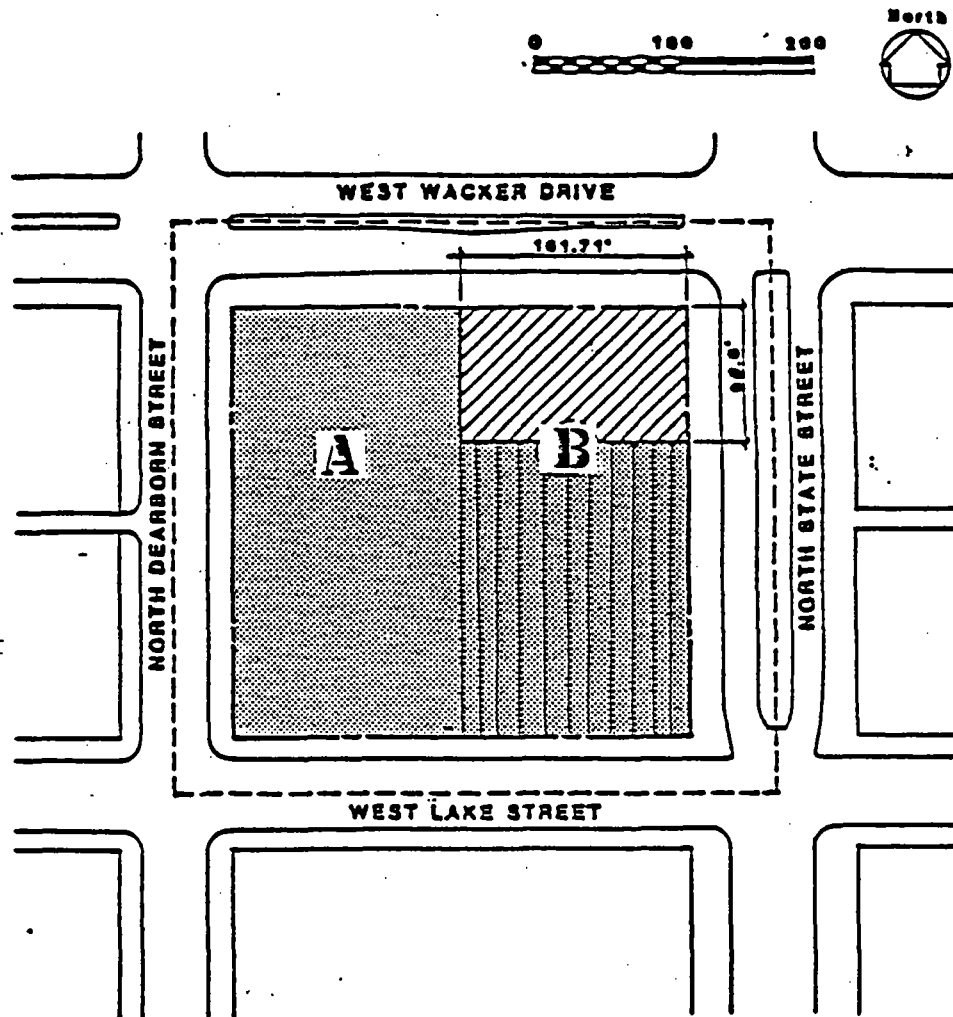


**APPLICANT:** Leo Burnett Co., Inc.  
Prudential Plaza,  
10th Floor  
Chicago, IL 60601

--- Planned Development Boundary  
--- Property Line

**DATE:** February 9, 1988

**BUSINESS PLANNED DEVELOPMENT No. 381, as Amended  
GENERAL LAND USE MAP**



**APPLICANT:** Leo Burnett Co., Inc.  
Prudential Plaza,  
10th Floor  
Chicago, Il 60601

**DATE:** February 9, 1988

(Continued from page 12165)

a line from a point 654.26 feet north of West Lake Street along the east line of North Canal Street to a point 597.26 feet north of West Lake Street and 20 feet east of North Canal Street; a line from a point 597.26 feet north of West Lake Street and 20 feet east of North Canal Street to a point 527.26 feet north of West Lake Street and 49 feet east of North Canal Street, connected by a line with an arc of 74.90 feet with a chord length of 74.86 feet; a line from a point 527.26 feet north of West Lake Street and 49 feet east of North Canal Street to a point 399.64 feet north of West Lake Street and 148.64 feet east of North Canal Street; a line from a point 399.64 feet north of West Lake Street and 148.64 feet east of North Canal Street to a point 319.63 feet north of West Lake Street and 155.5 feet east of North Canal Street; a line 319.63 feet north of and parallel to West Lake Street; the North Branch of the Chicago River; West Lake Street; and North Canal Street,

to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential-Business Planned Development No. \_\_\_\_\_*

*Plan Of Development.*

*Statements.*

1. The area delineated herein as "Residential-Business Planned Development No. \_\_\_\_\_" is controlled by Harris Trust and Savings Bank, as Trustee under Trust Number 41543, dated November 17, 1981 (the "Trustee"). The Trustee owns a leasehold interest in land and air rights comprising the Site. River Bend Associates, an Illinois limited partnership, is the beneficial owner of Trust No. 41543. Chicago Union Station Company, an Illinois corporation, Consolidated Rail Corporation, a Pennsylvania corporation, and CMC Real Estate Corporation, a Wisconsin corporation, own the fee interest in the Site.

2. This Plan of Development consists of 14 statements, a table of use and bulk regulations and related controls, an Existing Zoning Map, a Planned Development Boundary and Property Line Map, and a Generalized Land Use Plan. The Plan of

Development is applicable to Residential-Business Planned Development No. \_\_\_\_\_ and these and no other controls shall apply to the area delineated herein.

3. The uses permitted in Residential-Business Planned Development No. \_\_\_\_\_ shall be residential units, hotel, office, retail, service uses, accessory and related uses. Related uses shall be those permitted in the B6-7 District. In addition, the following uses shall be permitted: off-street parking; off-street loading; earth stations; transmitting and/or receiving dishes; day care centers; public transportation facilities; and recreational uses.

4. The attached Planned Development Use and Bulk Regulations and Data table sets forth the requirements concerning off-street parking and off-street loading facilities concerning the Site. Existing surface parking will be permitted to continue until construction commences. Distances between any high-rise towers 130 feet above Chicago City Datum constructed at the site, measured from exterior walls shall be at least seventy (70) feet.

5. Business and business identification signs shall be permitted in Residential-Business Planned Development No. \_\_\_\_\_ subject to compliance with the Municipal Code of Chicago. Temporary signs, such as construction and marketing signs, shall be permitted subject to approval of the Commissioner of the Department of Planning (the "Commissioner") and compliance with applicable provisions of the Municipal Code of Chicago.

6. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.

7. The height restriction of each building constructed on the Site and any appurtenance attached thereto shall be subject to:

- (a) Height limitations as certified on form FAA-117 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
- (b) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

8. The development of Residential-Business Planned Development No. \_\_\_\_\_ shall be restricted to a maximum total net site coverage of 45% above +130 feet Chicago City Datum. The maximum total net site area between +40 feet Chicago City Datum and +130 feet Chicago City Datum shall be 75% with most of the resulting set-back oriented

toward the River. The maximum total net site coverage below +40 feet Chicago City Datum shall be 98%.

9. The Applicant, which, for the purposes of this Plan of Development No. \_\_\_\_\_, shall include successors in interest to the Applicant and successors in interest to the Trustee, shall develop a continuous river walk through the site along the Chicago River's edge which shall be completed within one year of the time when the first phase of development in Residential-Business Planned Development No. \_\_\_\_\_ is ready for occupancy. Said river walk area shall cover not less than 5,000 square feet of site area, and have a minimum width of eight (8) feet, subject to possible reduction if necessary to accommodate the proposed River Bank Transit Line. Applicant shall be permitted to establish an outdoor cafe or similar compatible private use along a portion of the completed river walk, provided that an area of the completed river walk at least six (6) feet wide is kept free and clear from said private use to permit continuous pedestrian passage. The Applicant shall be allowed to delay development of the river walk or to close the river walk on an interim basis if construction of a building or buildings on the Site necessitates such an action. The Applicant shall be allowed to place columns on the river walk and construct a building or buildings above any plane over the river walk 16 feet above the grade of the river walk, provided that at least one-half (1/2) of the length of the river walk shall be open to the sky.

10. The Applicant shall cooperate with the City in its efforts to obtain an easement benefiting the City of Chicago to allow for the proposed River Bank Transit Line. The City has advised that it desires the approximate dimensions and location of said easement to be as set forth on the track level plan attached hereto as Exhibit "A". Applicant shall further design its buildings and improvements to accommodate said proposed easement for the River Bank Transit Line. Applicant may construct portions of the river walk and other removable improvements within the aforesaid River Bank Transit Line easement area, provided that said improvements shall be removed or adjusted by Applicant when the City advises Applicant that it will commence construction of the River Bank Transit Line within said easement area. In addition, the Applicant shall use its best efforts to obtain the cooperation of the owners of the railroad right-of-way in granting an easement to the City of Chicago for the River Bank Transit Line through their property. The obligations of the Applicant contained in this Statement Number 10 shall expire on the ninth (9th) anniversary of the approval and passage of this ordinance by the Chicago City Council, unless prior to that date the City Council has by ordinance committed the City to the design and construction of the River Bank Transit Line at the location depicted in Exhibit "A" attached hereto. Notwithstanding the foregoing, the Commissioner of the Department of Public Works may relieve Applicant of its obligations contained in this Statement Number 10 if the River Bank Transit Line is abandoned or re-routed or if the area depicted in Exhibit "A" attached hereto is otherwise deemed to be unnecessary for the development of said River Bank Transit Line.

11. The attached table titled Residential-Business Planned Development Use and Bulk Regulations and Data sets forth data concerning the generalized land use plan of the Residential-Business Planned Development.

12. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply, provided, however, that space devoted to parking, together



with space devoted to heating, ventilation and air conditioning equipment and either (a) comprising forty percent (40%) or more of the space on a floor or (b) exceeding 5,000 square feet in a single location regardless of placement in the building, shall not be included in F.A.R.

13. This Plan of Development shall be developed in phases over a period of time not to exceed 20 years from the date it is passed by the City Council of the City of Chicago.

14. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning in effect on the date this Plan of Development is passed by the City Council of the City of Chicago.

Planned Development Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential-Business Planned Development.*

*Planned Development Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	Maximum No. Of Residential Dwelling Units	Maximum Total Net Site Coverage	Maximum F.A.R.
Sq. Ft.	Acres				
113,891	2.61	Dwelling units, hotel, office, retail, service uses, related uses permitted in the B6-7 District and the uses permitted under this Plan of Development	1,273  Maximum No. of Hotel Room Keys  440	At grade level: 98%; Between + 40 ft. and + 130 ft. Chicago City Datum: 75%; Above + 130 ft. Chicago City Datum: 45%	17.0

Notes To Residential-Business Planned Development.

1. Maximum Number of Efficiency Units: 50%.

2. Maximum Number of Keys for Hotel Purposes: For hotel purposes, the maximum permissible number of hotel room keys shall be 440.
3. Minimum Number of Off-Street Parking Spaces: For residential uses, 50% of the number of dwelling units; for hotel uses, one parking space for every three hotel room keys built up to a maximum of 107; and, to serve the non-residential and non-hotel uses, the number required for development under the B6-7 Restricted Central Business District classification.
4. It is understood that the Site may be developed with more than one tower. The maximum permissible floor area for any single tower constructed on the Site shall be 850,000 square feet for offices uses and 750,000 square feet for uses permitted hereunder other than office purposes. The minimum permissible floor area for any single tower constructed on the Site shall be 350,000 square feet.
5. Minimum Number of Off-Street Loading Facilities: 6.
6. Minimum Periphery Setbacks: None required.
7. The regulations noted in this Plan of Development relate to the ultimate development of the Site. Interim stages of development may exceed or otherwise not be in conformance with these permitted standards.

[Exhibit "A" and Maps attached to the Plan of Development  
are printed on pages 12176 through 12179 of this  
Journal.]

---

*Reclassification Of Area Shown On Map No. 1-G.*

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

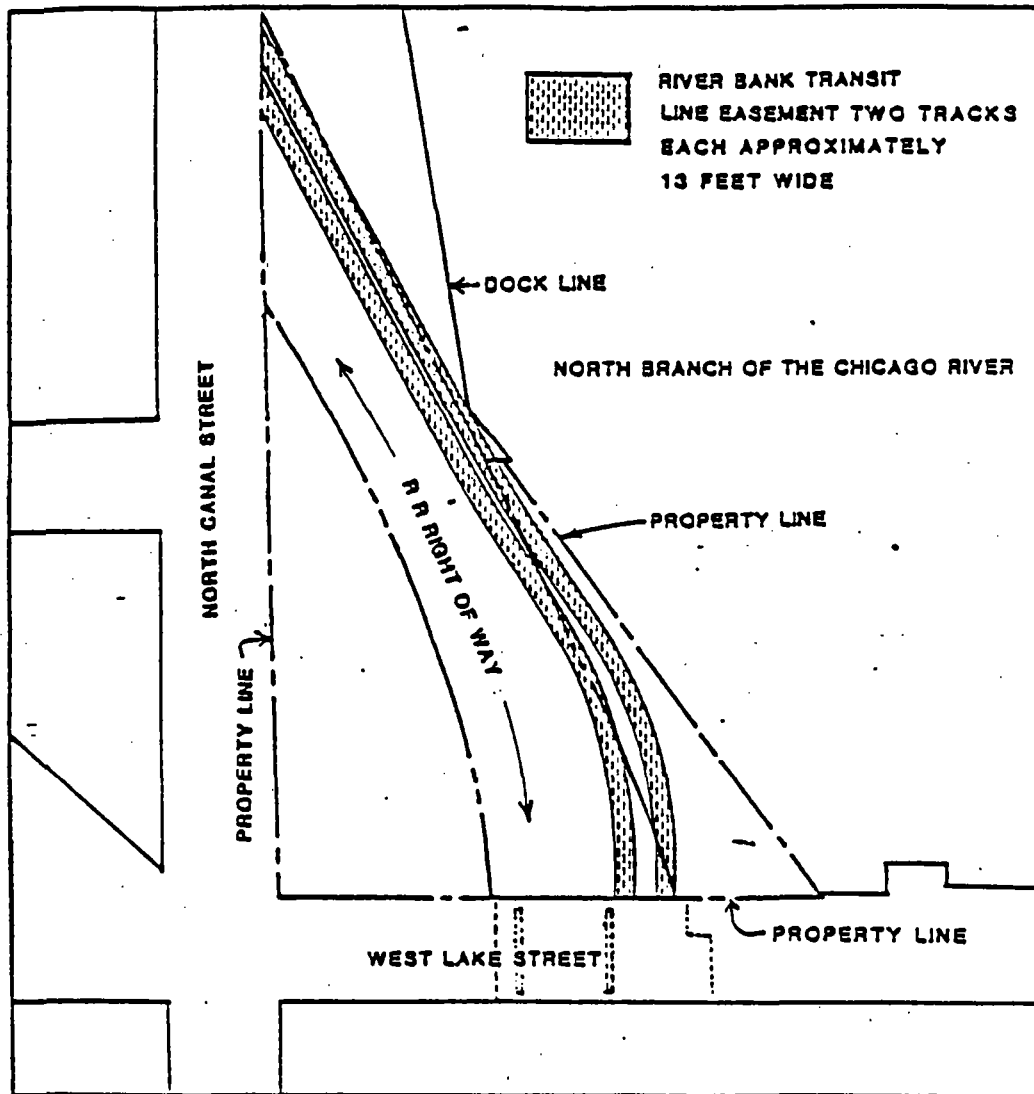
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by

West Chicago Avenue; North Halsted Street; West Superior Street; the alley next west of and parallel to North Halsted Street; the alley next south of and parallel to West Chicago Avenue; North Green Street,

to those of a C2-4 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

## EXHIBIT A



APPLICANT. RIVER BEND ASSOCIATES

DATE:

north

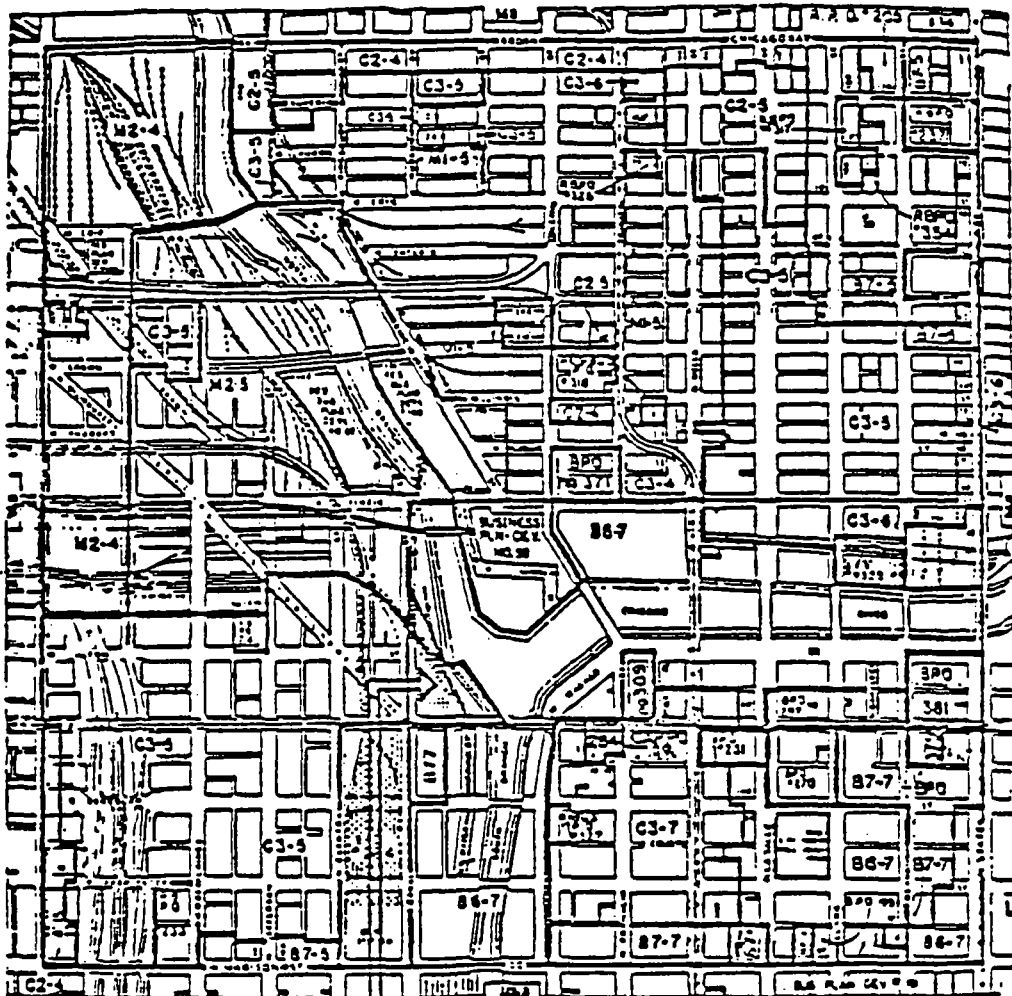


4/13/88

UNFINISHED BUSINESS

12177

EXISTING ZONING



PROPOSED PLANNED DEVELOPMENT

APPLICANT: RIVER BEND ASSOCIATES

DATE: NOVEMBER 4, 1987

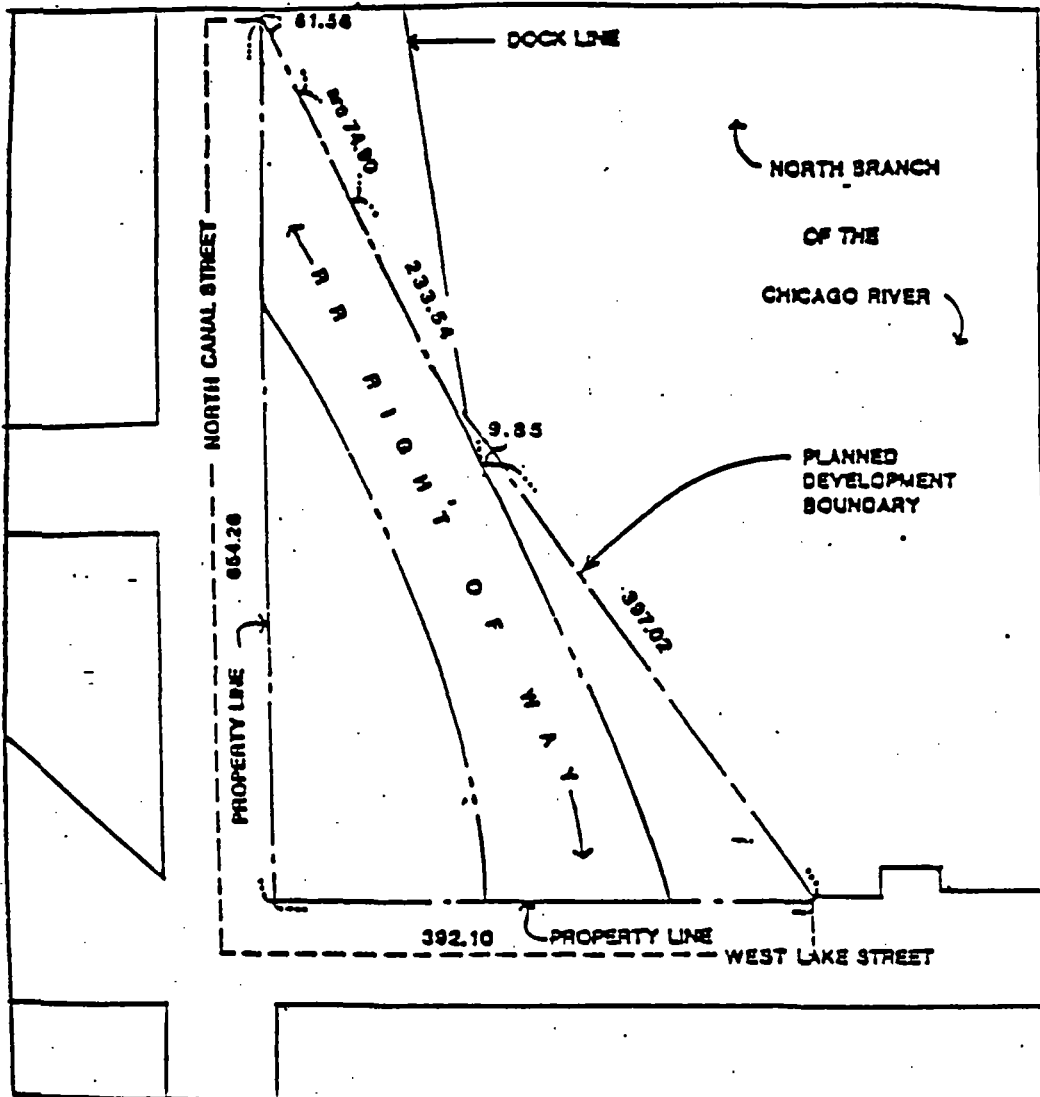
0 250 500 750 1000

scale in feet

north



# PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP



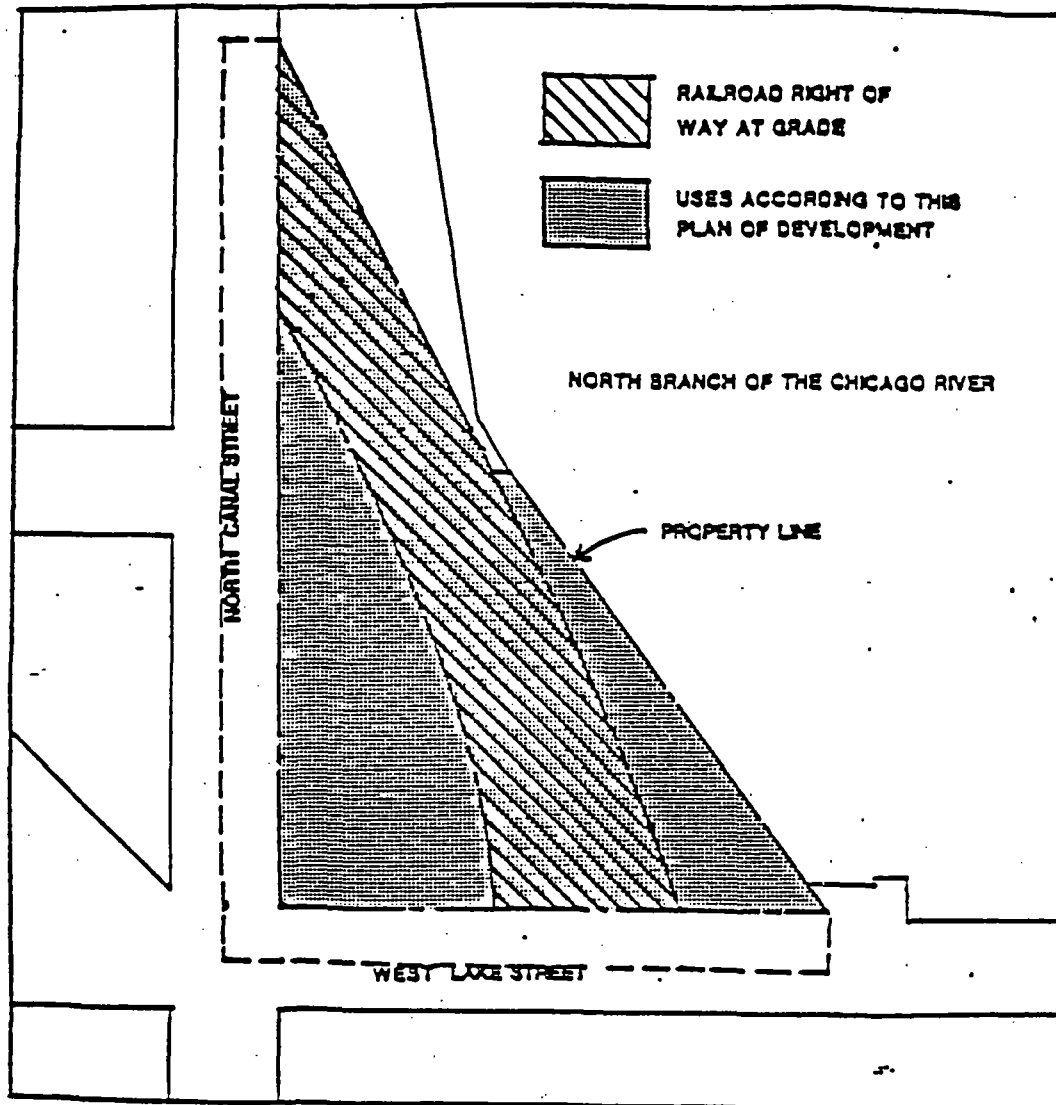
APPLICANT: RIVER BEND ASSOCIATES

DATE:

North



## GENERALIZED LAND USE PLAN



APPLICANT: RIVER BEND ASSOCIATES

DATE: NOVEMBER 4, 1987

north



*Reclassification Of Area Shown On Map No. 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 Monroe Street; the alley next east of and parallel to South Desplaines Street; a line 199.21 feet south of and parallel to West Monroe Street; and South Desplaines 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 No. 2-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 Institutional Planned Development No. 30 symbols and indications as shown on Map No. 2-H in area bounded by

West Congress Parkway; South Ashland Avenue; West Roosevelt Road; and South Oakley Boulevard,

to the designation of an Institutional Planned Development No. 30, as amended, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Institutional Planned Development No. 30, As Amended.*

*Plan Of Development.*

*Statements.*

1. The area delineated herein as an "Institutional Planned Development" is subject to the control by the Medical Center Commission, which was established by statute in 1941 to develop the Medical Center District in the area bounded by West Congress Parkway; South Ashland Boulevard; West Roosevelt Road; and South Oakley Boulevard.
2. Use of land will consist of research, medical, housing, offices, biotechnology production and research, parking facilities, radio towers, television towers, earth station receiving dishes, and a heliport (for use by Cook County Hospital), and related uses as authorized by the Chicago Zoning Ordinance.  
  
Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 Zoning District of the Chicago Zoning Ordinance.
3. Any dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Medical Center Commission and approval by the City Council.
4. All applicable reviews, approvals, licenses or permits are required to be obtained by the applicant or by entities utilizing the various jurisdictional sub areas.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. Off-street parking and off-street loading requirements shall be determined by the Commissioner of Planning based generally upon requirements for similar uses as prescribed in the Chicago Zoning Ordinance.
7. The following information sets forth data concerning the property included in said Planned Development and data concerning the development of said property in accordance with the Plan of Development.
8. Identification signs and/or business identifications signs in Sub Areas where applicable, may be permitted within the area delineated herein as "Institutional Planned Development" subject to the review and approval of the Department of Inspectional Services and the Department of Planning.



9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments", as promulgated by the Commissioner of the Department of Planning.

Plan of Development Table of Jurisdictional Sub-Areas reads as follows:

*Institutional Planned Development.*

*Table Of Jurisdictional Sub-Areas.*

The above noted regulations relate to the ultimate development within the Planned Development area. Interim stages of development may exceed these permitted standards, subject to the approval of the Department of Planning.

Gross Site Area:                      Net Site Area 238.90 Acres plus  
Right of way 85.00 Acres = 323.9 Acres.

Maximum Permitted F.A.R. for Total Net Site Area = 2.1

Permitted Uses:                      Medical and related uses, educational and related uses, institutional and related uses, residential and related uses, biotechnology production and research and related uses, offices, and parking facilities, radio towers, television towers, earth station receiving dishes, and a heliport (for use by Cook County Hospital).

Off-street parking and off-street loading requirements shall be determined by the Commissioner of Planning based generally upon requirements for similar uses as prescribed in the Chicago Zoning Ordinance.

Setback and yard requirements shall be provided as required by the Chicago Zoning Ordinance and may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning.

4/13/88

## UNFINISHED BUSINESS

12183

	Jurisdictional Sub-Areas	Net Site Area		Max. F.A.R.	Max. % Land Covered
		Sq. Ft.	Acres		
1.	Medical Center Commission	103,727	2.38	1.2	15%
2.	Union Health Services, Incorporated	72,896	1.67	1.2	30
3.	Rush Presbyterian St. Luke's Hospital	1,021,663	23.45	3.5	45
4.	Cook County Hospital	999,826	22.95	2.2	40
5.	Illinois Department of Mental Health	532,506	12.23	2.2	40
6.	Illinois Department of Children and Family Services	236,530	5.43	2.2	40
7.	University of Illinois at Chicago	2,782,289	63.87	2.2	45
8.	Veterans Administration Hospital and Regional Office	569,658	13.08	2.2	40
9.	City of Chicago--West Side Center for Disease Control	116,109	2.67	1.2	30
10.	National Society for Crippled Children and Adults	43,520	1.0	0.5	20
11.	Pasteur Park	207,826	4.77	0.0	0
12.	Demonstrators Associations	14,950	0.34	0.5	30
13.	Chicago Technological Park	1,359,224	31.20	2.2	40
14.	American Society of Clinical Pathologists	174,123	4.0	2.2	30
15.	Institute of Forensic Medicine	77,760	1.7	2.2	30
16.	Tri-Taylor Historic District (Residential)	708,532	16.26	1.2	30

	Jurisdictional Sub-Areas	Net Site Area		Max. F.A.R.	Max. % Land Covered
		Sq. Ft.	Acres		
17.	Unassigned--Medical and Related Uses	151,464	3.48	2.2	30
18.	Board of Education--Elementary School	130,498	3.0	1.0	35
19.	State of Illinois--Laboratory and Office Building	95,832	2.20	2.2	30
20.	Cook County Family Court and Juvenile Detention Center	525,678	12.07	1.2	40
21.	Light House for the Blind	105,360	2.42	1.6	70
22.	United Church of the Medical Center	39,563	0.91	0.7	45
23.	Immanuel Lutheran Church	22,348	0.51	1.2	65
24.	Holy Trinity Roman Catholic Church, School and Cardinal Stritch Foundation	40,270	0.92	0.7	35
25.	Chicago Housing Authority (Residential)	147,863	3.3	2.5	15
26.	Cook County Graduate School of Medicine	37,097	0.85	2.2	45
27.	Illinois Department of Rehabilitation Services	135,897	3.12	2.2	45
28.	Commonwealth Edison Substation	21,968	0.50	2.2	30
TOTAL:		10,406,516	238.90	2.1	40%

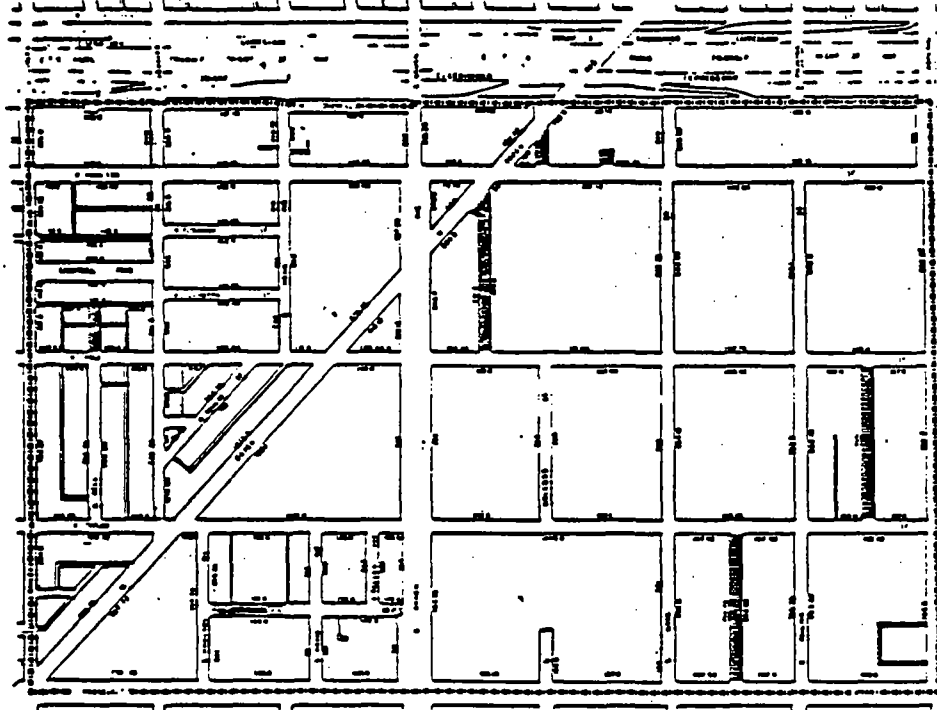
[Maps attached to the Plan of Development printed on  
pages 12185 through 12187 of  
this Journal.]

4/13/88

UNFINISHED BUSINESS

12185

INSTITUTIONAL PLANNED DEVELOPMENT NO. 30  
AS AMENDED  
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



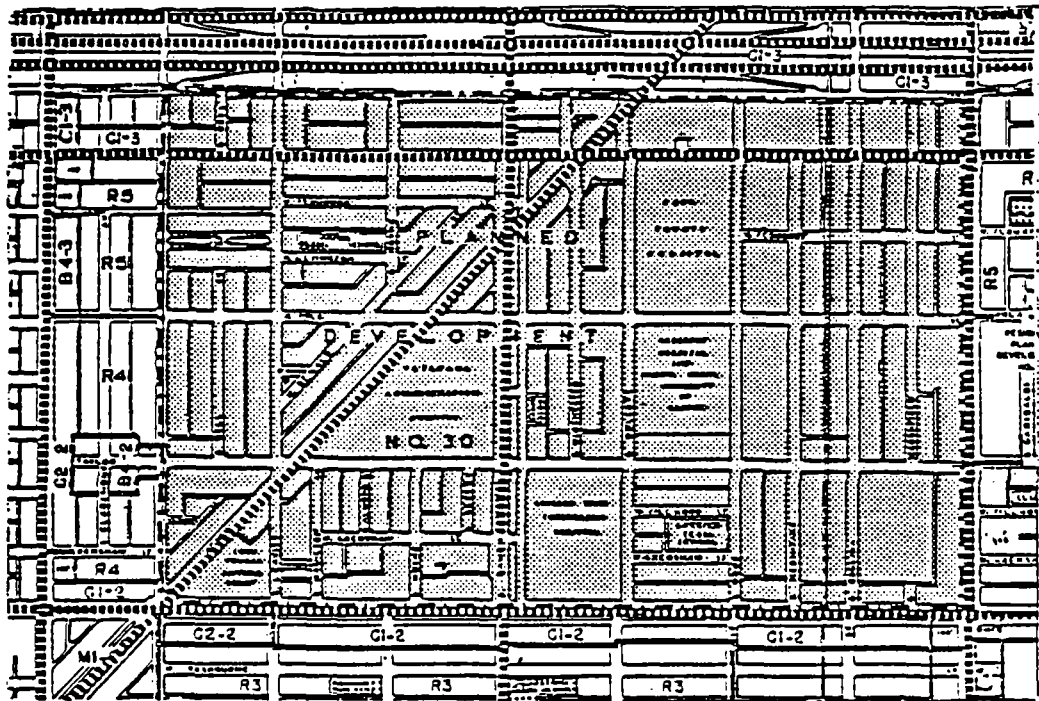
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- ▨ STREETS AND ALLEYS TO BE VACATED
- ▭ STREETS TO BE CLOSED TO VEHICULAR TRAFFIC







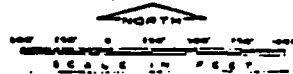
APPLICANT: MEDICAL CENTER COMMISSION  
DATE: October 15, 1987

INSTITUTIONAL PLANNED DEVELOPMENT No. 30,  
AS AMENDED  
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



**LEGEND**

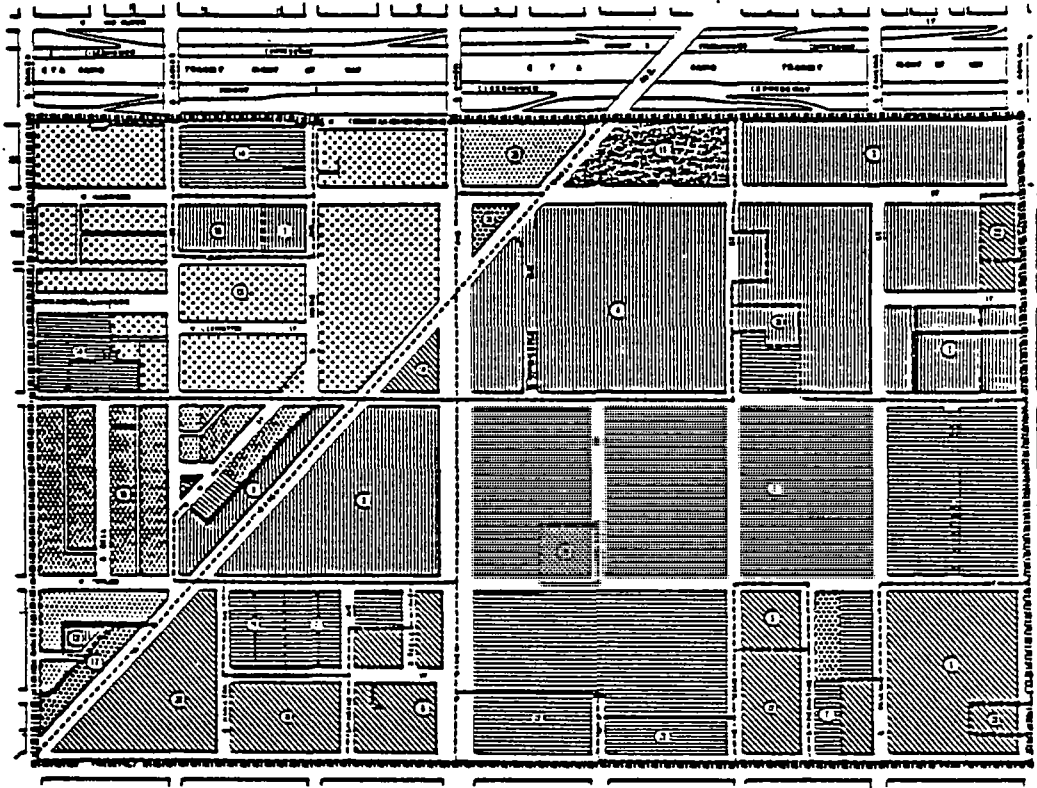
-  INSTITUTIONAL PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET SYSTEM
-  PUBLIC AND QUASI-PUBLIC FACILITIES













APPLICANT: MEDICAL CENTER COMMISSION

DATE: October 15, 1987

# INSTITUTIONAL PLANNED DEVELOPMENT NO.30 AS AMENDED GENERALIZED LAND USE PLAN



## LEGEND

-  MEDICAL AND RELATED USES
-  EDUCATIONAL, MEDICAL AND RELATED USES
-  EDUCATIONAL AND RELATED USES
-  INSTITUTIONAL AND RELATED USES
-  BIOTECHNOLOGY AND RELATED USES \*
-  RESIDENTIAL AND RELATED USES
-  PARK AREAS
-  UNASSIGNED - MEDICAL AND RELATED USES
-  SUB-AREA BOUNDARY
-  PLANNED DEVELOPMENT BOUNDARY

APPLICANT: MEDICAL CENTER COMMISSION  
DATE: OCTOBER 15, 1987  
REVISED: February 11, 1988



\*BIOTECHNOLOGY -  
INCLUDES PRODUCTION, RESEARCH,  
GENETIC ENGINEERING, SCIENTIFIC  
INSTRUMENTATION, MEDICAL  
COMPUTER SOFTWARE, AND RELATED  
ACTIVITIES.

*Reclassification Of Area Shown On Map No. 2-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 2-I in area bounded by

the alley next north of and parallel to West Roosevelt Road; a line 125 feet east of and parallel to South Mozart Street; West Roosevelt Road; South Mozart 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 No. 3-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 B3-2 General Retail District symbols and indications as shown on Map No. 3-M in area bounded by

the alley next north of and parallel to West Chicago Avenue; a line 175 feet west of and parallel to North Mayfield Avenue; West Chicago Avenue; and a line 236.5 feet west of and parallel to North Mayfield Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in area bounded by

a line 143.47 feet north of and parallel to the first alley north of and parallel to West Webster Avenue; North Wayne Avenue; the first alley north of and parallel to West Webster Avenue; the alley west of and parallel to North Wayne 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 No. 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 M1-2 Restricted Service District symbols and indications as shown on Map No. 5-G in area bounded by

a line 119 feet south of and parallel to West Belden Avenue; the alley next east of and parallel to North Wayne Avenue; a line 143 feet south of and parallel to West Belden Avenue; North Wayne 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 No. 5-G  
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by

a line to a point 483.5 feet southeast of North Southport Avenue along the west side of North Clybourn Avenue; North Clybourn Avenue; the C.M. St. P.&P. R.R. right of way beginning at a point 77.19 feet southeast of North Lakewood Avenue to a point 316 feet north of North Magnolia Avenue; and the alley next southwest of North Clybourn Avenue,

to the designation 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 No. 5-L.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 5-L in area bounded by

West Grand Avenue; North Leclaire Avenue; a line 105.81 feet south of West Grand Avenue (as measured along the west line of North Leclaire Avenue); a line 117 feet west of and parallel to North Leclaire Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 5-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. 5-M in area bounded by

a line 124 feet north of West Palmer Street; North Central Avenue; West Palmer Street; and a line 79.70 feet west of North Central Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 6-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 6-I in the area bounded by

West Cermak Road; South Albany Avenue; the alley next south of and parallel to West Cermak Road; a line 50 feet west of and parallel to South Albany Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 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 R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

West Barry Avenue; a line 36.58 feet east of and parallel to North Lakewood Avenue; the alley next south of and parallel to West Barry Avenue; North Lakewood 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 No. 7-N.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District and R2 Single Family Residence District symbols and indications as shown on Map No. 7-N in area bounded by

a line 256.81 feet north of and parallel to West Barry Avenue; a line 141.08 feet east of and parallel to North Harlem Avenue; a line 225.06 feet north of and parallel to West Barry Avenue; the alley next east of and parallel to North Harlem Avenue; a line 129.75 feet north of and parallel to West Barry Avenue; North Harlem Avenue,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 8-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-E in area bounded by

East 33rd (Boulevard) Street; South Giles Avenue; the alley next south of and parallel to East 33rd (Boulevard) Street; the alley next west of and parallel to South Giles Avenue; a line 362.55 feet south of and parallel to East 33rd (Boulevard) Street; South Prairie 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 No. 9-P  
(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 B1-1 Local Retail District symbols and indications as shown on Map No. 9-P in area bounded by

a line 134.80 feet north of West Belmont Avenue; a line 119.56 feet east of North Pontiac Avenue; a line from a point 116.16 feet north of West Belmont Avenue and 119.56 feet east of North Pontiac Avenue to a point 11.51 feet east of North Pontiac Avenue (at Belmont); West Belmont Avenue; and North Pontiac Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 10-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 10-E in the area bounded by

East 44th Street; the alley next east of and parallel to South Wabash Avenue; a line 96 feet north of and parallel to East 44th Street; South Wabash 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 No. 14-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 14-I in the area bounded by

a line 300 feet north of and parallel to West 61st Street; South Western Avenue; a line 200 feet north of and parallel to West 61st Street; the alley next west of and parallel to South Western Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 16-D.*

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

SECTION 1. That the Chicago Zoning Ordinance be and hereby is amended by changing all of the R5 General Residence District symbols and indications as shown on Map No. 16-D in the area bounded

on the north by East 63rd Street, on the south by East 64th Street, on the east by South Stony Island Avenue and on the west by South Blackstone Avenue ("Area"),

to the designation of a B4-4 Restricted Service District. The Chicago Zoning Ordinance is hereby further amended by changing all of the B4-4 Restricted Service District symbols and indications (including the R5 General Residence District symbols and indications which are changed to B4-4 Restricted Service District pursuant to the above) within the Area to the designation of an Institutional Planned Development which is hereby established in the Area above described, subject to the use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part hereof by this reference.

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

[Plan of Development unavailable at time of printing.]

Planned Development Use and Bulk Regulations attached herewith reads as follows:

*Institutional Planned Development.*

*Planned Development Use And Bulk Regulations.*

Net Site Area Square Feet	Acres	General Description of Land Use and Type	Max. F.A.R.	Max. % of Land Covered
363,331.72	8.35	Recreation Building (Community Center) including day care center, gymnasium, exercise rooms, swimming pools, lounges, meeting rooms, kitchen, and other uses related to the foregoing and associated with a "Y.M.C.A." recreational facility; outdoor recreational facilities including facilities for base- ball, tennis, volleyball and basketball and other uses related to the foregoing and associated with a "Y.M.C.A." recreational facility; off-street parking facilities.	5.0	30%

The above noted regulations relate to the ultimate development within the Planned Development area. Interim stages of development may exceed these permitted standards, subject to the approval of the Department of Planning.

Gross Site Area = Net Site Area (8.35 Acres/363,881.72 S.F.) plus Area of Right-of-Way of Public Street, (1.86 Acres/80,982.50 S.F.) = (10.21 Acres/444,864 S.F.)

Maximum permitted F.A.R. for Total Net Site Area: 5.0

Minimum number of off-street parking spaces required: 175

Number of off-street loading berths to be provided: 1

Minimum Periphery Set-Backs: 0

Set-Back and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning.

Maximum percent of land covered (for total Net Site Area) -- 30%.

[Maps and Plat of Survey printed on pages 12197  
through 12201 of this Journal.]

---

*Reclassification Of Area Shown On Map No. 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 R4 General Residence District symbols and indications as shown on Map No. 17-H in the area bounded by

the alley next north of and parallel to West Devon Avenue; a line 223.83 feet east of and parallel to North Ravenswood Avenue; West Devon Avenue; North Ravenswood Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 18-C.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence, B3-3 General Retail and B5-3 General Service Districts symbols and indications as shown on Map No. 18-C in the area bounded by

East 71st Street; the alley next west of and parallel to South Merrill Avenue; a line 276.21 feet south of East 71st Street; a line 743.11 feet east of South Jeffery Boulevard; East 72nd Street; South Jeffery Boulevard; a line 100 feet north of East 72nd Street; a line 115.5 feet east of South Jeffery Boulevard; a line 230 feet north of East 72nd Street; South Jeffery Boulevard; a line 300 feet north of East 72nd Street; and a line 115.5 feet east of South Jeffery Boulevard,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development.*

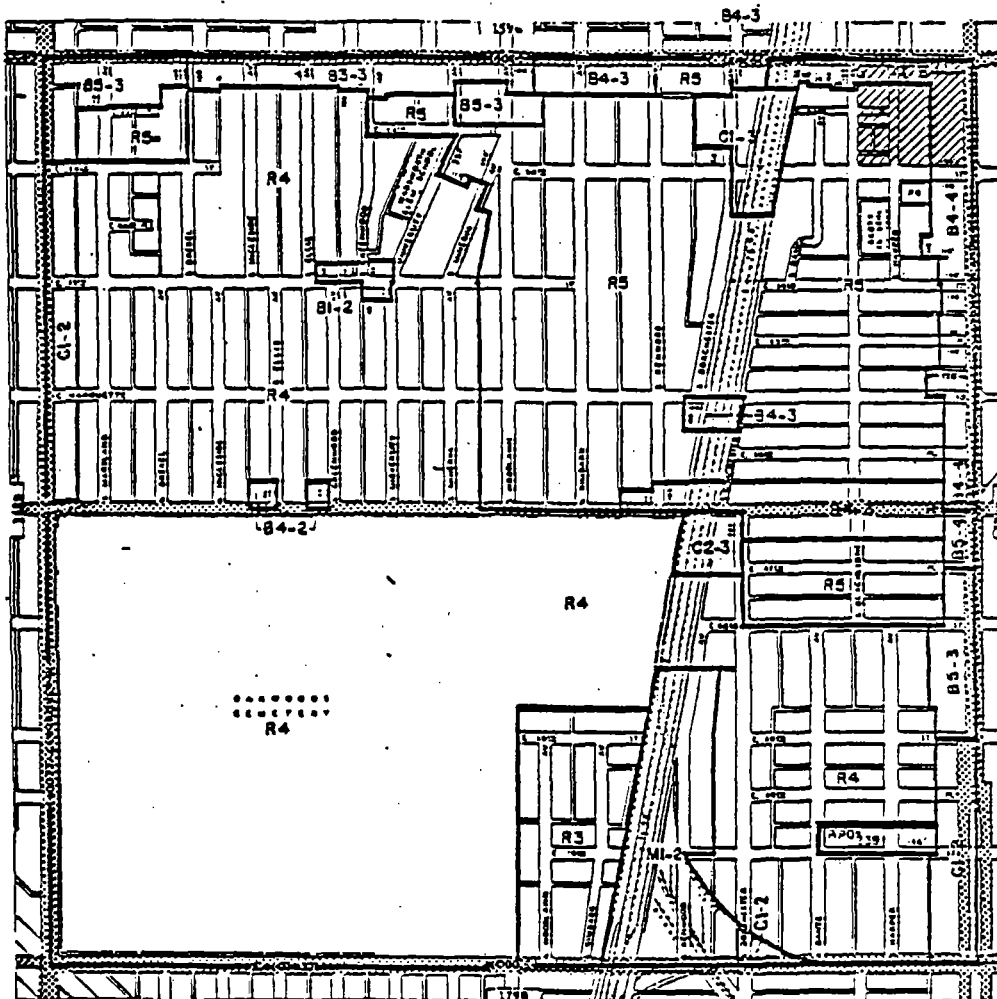
*Plan Of Development.*

*Statements.*

1. The area delineated herein as the "Business Planned Development" is presently controlled by the City of Chicago, Department of Urban Renewal and administered by the Department of Economic Development.
2. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Ingress and egress to such off-street facilities shall be via Jeffery Boulevard and 71st Street.
3. All applicable official reviews, approvals or permits as required shall be obtained by the Department of Economic Development or its successors, assignees or grantees.

(Continued on page 12202)

**Institutional Planned Development**  
**Existing Zoning and Preferential Street Map**

**LEGEND**

PROPOSED INSTITUTIONAL PLANNED DEVELOPMENT



ZONING DISTRICT BOUNDARIES

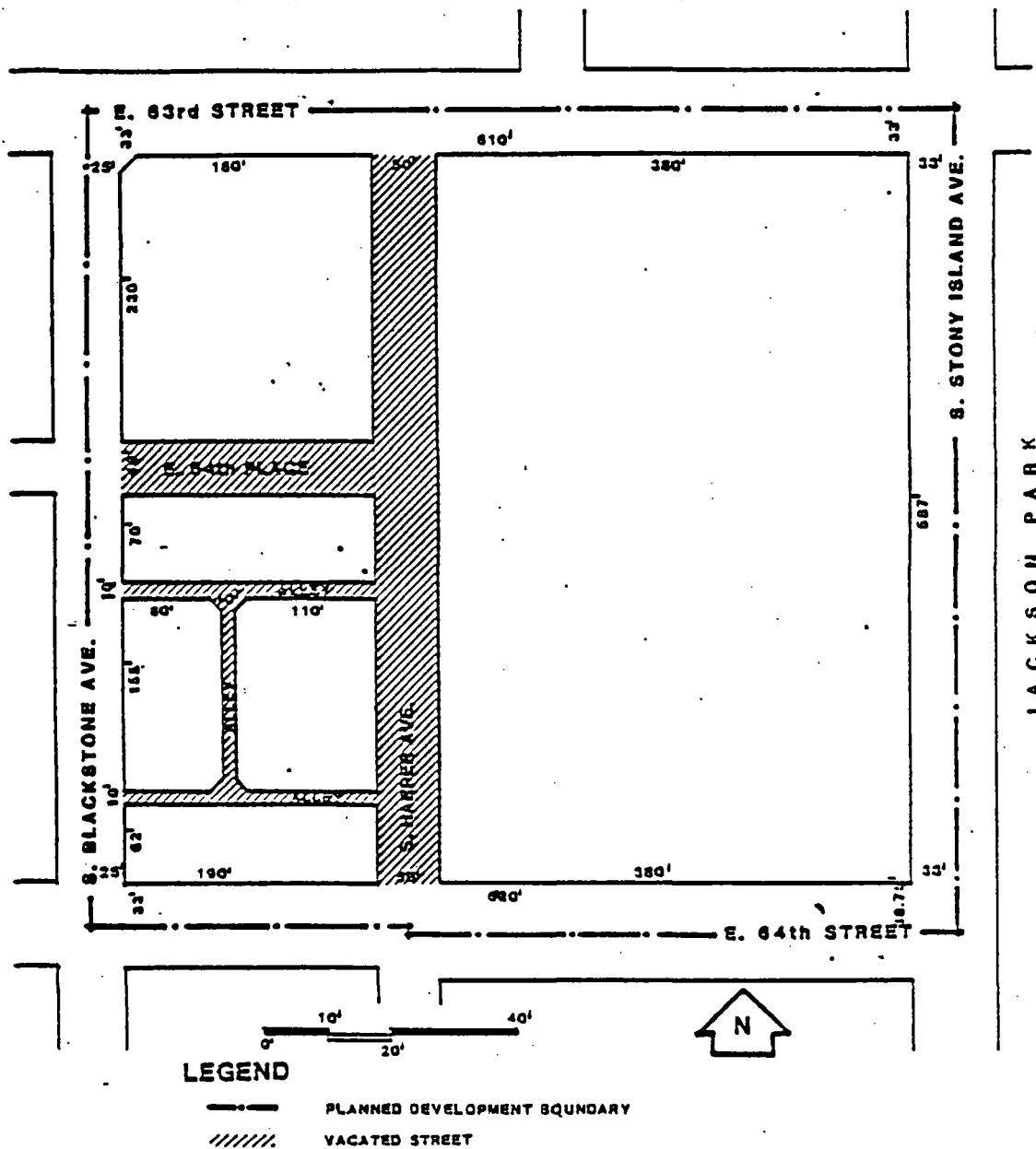


PREFERENTIAL STREETS

**APPLICANT:** YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO, INCORPORATED  
**DATE:**



**Institutional Planned Development**  
**Property Line Map and Right Of Way Adjustment**



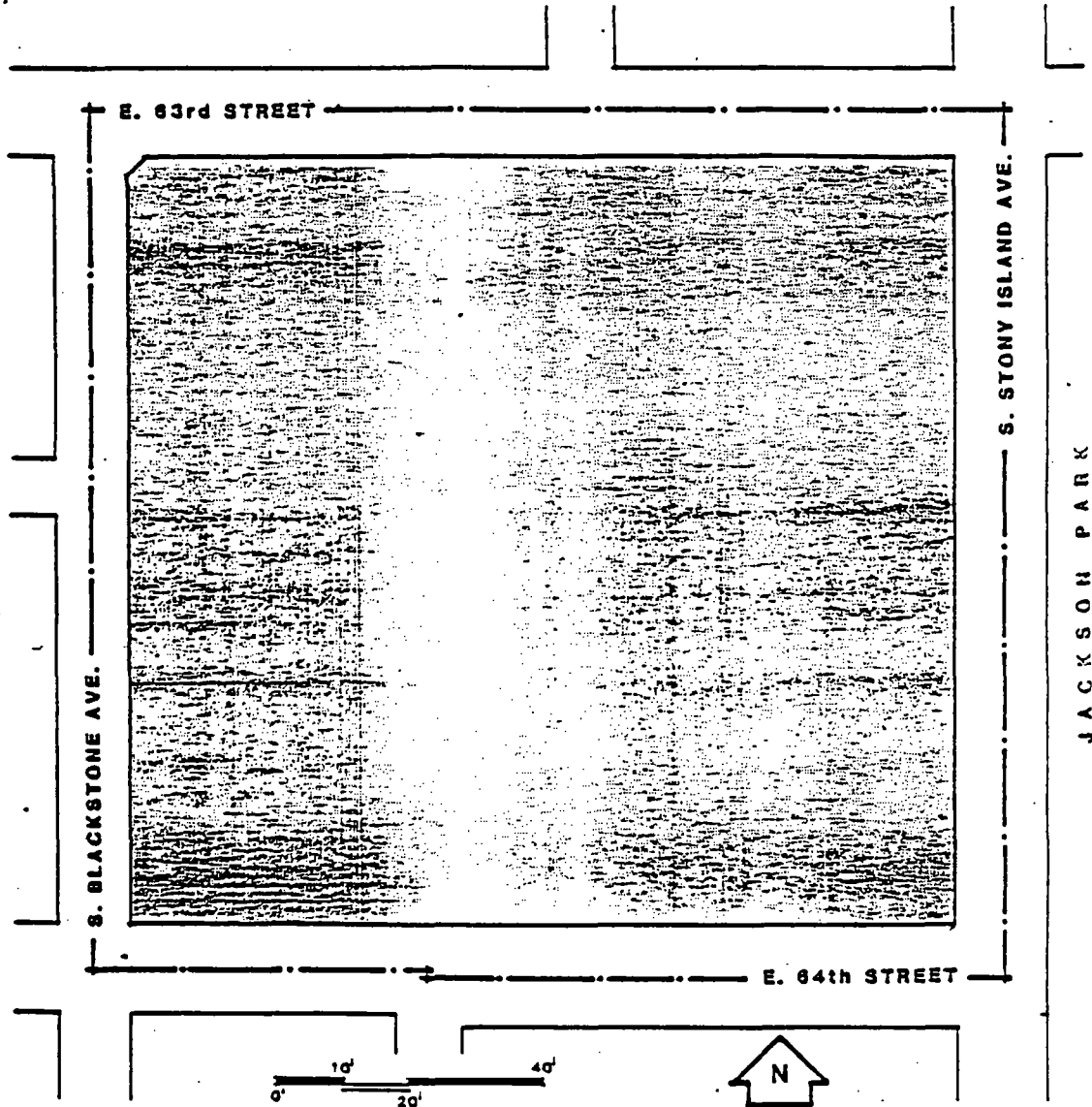
APPLICANT: YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO, INCORPORATED  
DATE:

4/13/88

UNFINISHED BUSINESS

12199

**Institutional Planned Development**  
**Generalised Land Use Plan**



APPLICANT: YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO, INCORPORATED

DATE:

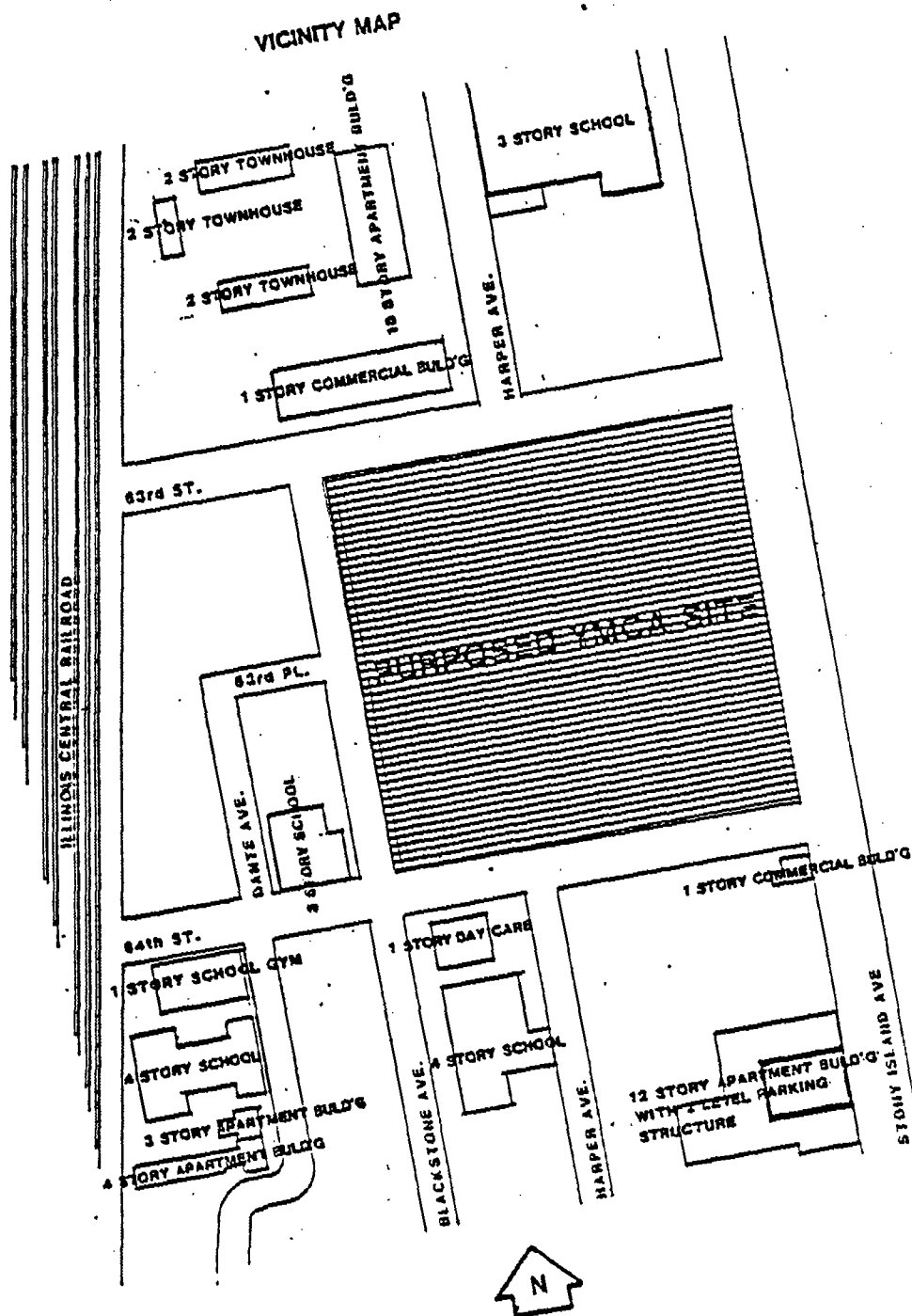


FIGURE 1

## Existing Zoning and Preferential Street Map

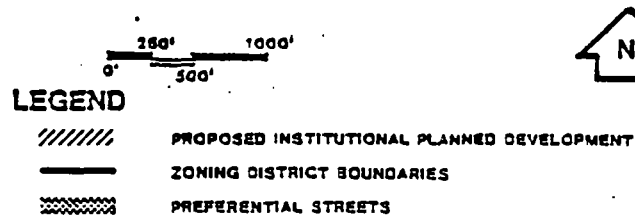
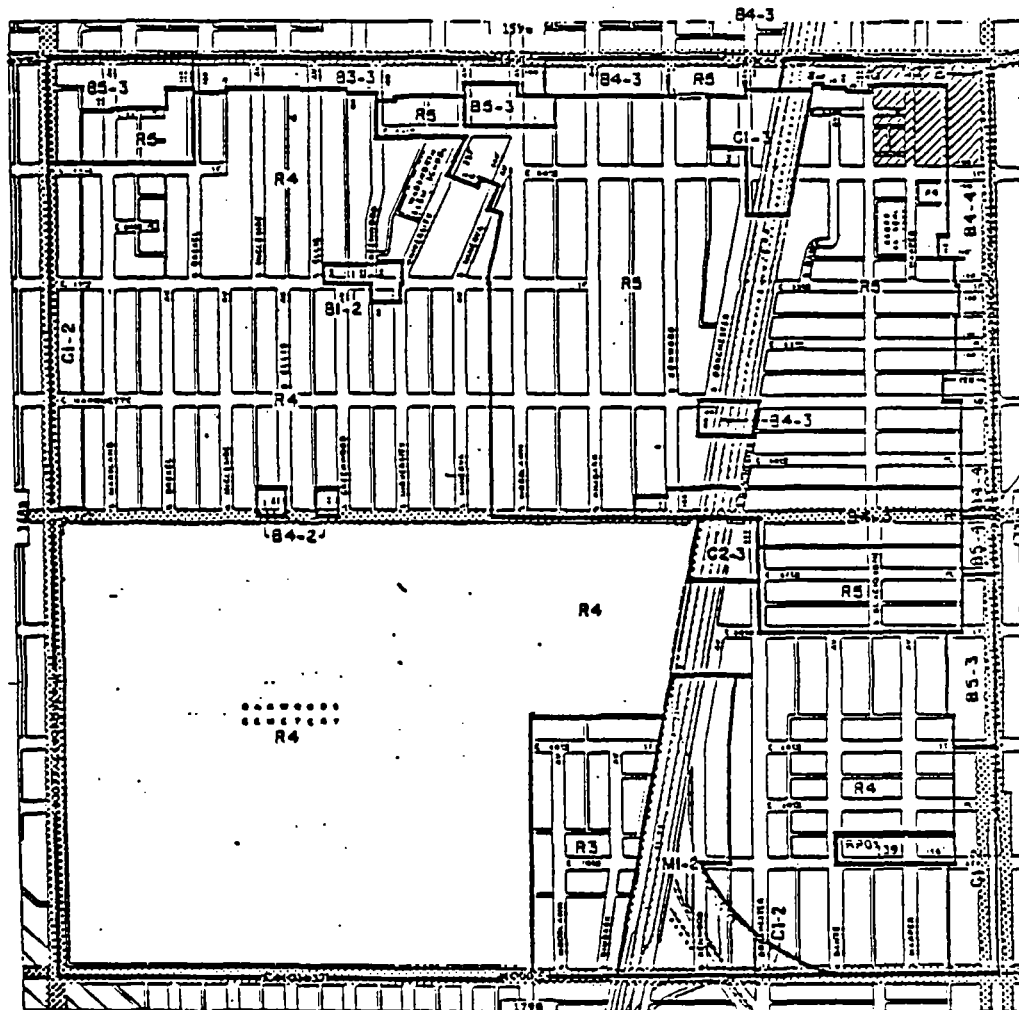


FIGURE 2-1

(Continued from page 12196)

4. Dedication or vacation of streets, alleys and easements or adjustments to right-of-way or consolidation or resubdivision shall require a separate submittal on behalf of the Department of Economic Development or its successors, assignees or grantees, and approval by the Chicago City Council.
5. The following uses shall be permitted within the area delineated herein as the Business Planned Development: supermarket, hardware store, general merchandise, office, retail and service type business uses, together with parking and related uses (all exclusive of any principal activity of outdoor storage and auto service station uses).
6. Any and all service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago, with minimum width of 20 feet to provide ingress and egress for emergency vehicles. Within such areas no parking shall be permitted.
7. Business and business identification signs may be permitted subject to review and approval of the Department of Inspectional Services and the Department of Planning. There shall be no advertising signs permitted.
8. The information contained on the tables and maps attached hereto as exhibits provide data concerning the generalized plan of land use of the subject area.
9. The Plan of Development herein expressed, and as set forth in the exhibits attached hereto is subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Business Planned Development.*

*Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	F.A.R.	% Of Land Coverage
Square Feet	Acres			
390,798.69	8.97 Acres	Supermarket, parking and related uses (ex- clusive of any principal	.28	28%

Net Site Area	General Description Of		% Of
Square Feet    Acres	Land Use	F.A.R.	Land Coverage

activity of outdoor  
storage, auto service  
station uses, and  
drive-in restaurant  
facilities).

Gross Site Area = Net Site Area: 8.97 Acres + Area in public  
right of way 1.67 Acres = 10.64 Acres

Minimum Number of Parking Spaces: 270

Number of Off-street Loading Spaces: 3

Periphery Setbacks at Property Lines:

Along Jeffery Boulevard ..... 6 feet

Along 71st Street ..... 6 feet

Along East lot line ..... 22 feet (min.)

Along 72nd Street ..... 50 feet (min.)

[Maps attached to the Plan of Development are printed  
on pages 12205 through 12208  
of this Journal.]

---

*Reclassification Of Area Shown On Map No. 19-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 19-G in the area bounded by

West Howard Street; North Sheridan Road; a line 161.08 feet south of and parallel to West Howard Street; and the alley next west of and parallel to North Sheridan Road,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 28-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 28-E in area bounded by

a line 280 feet south of and parallel to East 113th Street; the alley next east of and parallel to South Michigan Avenue; a line 375 feet south of and parallel to East 113th Street; South Michigan 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.

---

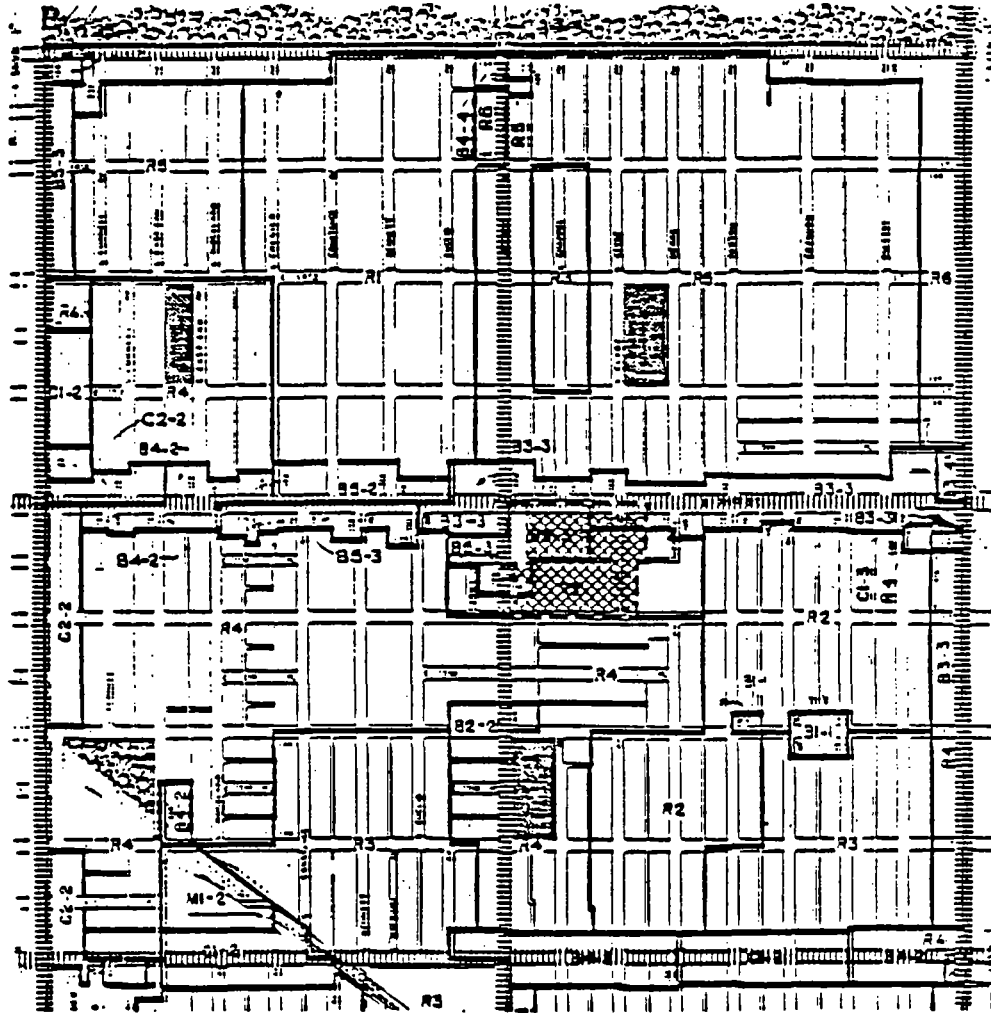
*Do Not Pass --* AMENDMENT OF MUNICIPAL CODE  
CHAPTER 17, VARIOUS SECTIONS, IN  
REFERENCE TO NOISE  
DISTURBANCES.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Streets and Alleys, deferred and published in the Journal of the Proceedings of November 18, 1987, pages 6446 through 6448, which recommended the passage of a proposed substitute ordinance amending the Chicago Municipal Code Chapter 17, various sections, with reference to noise disturbances.







Alderman T. Evans moved that the said proposed ordinance do not pass. Thereupon, Alderman T. Evans' motion *Prevailed* and the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

(Continued on page 12209)

**BUSINESS PLANNED DEVELOPMENT**  
**Existing Zoning and Preferential Street System**



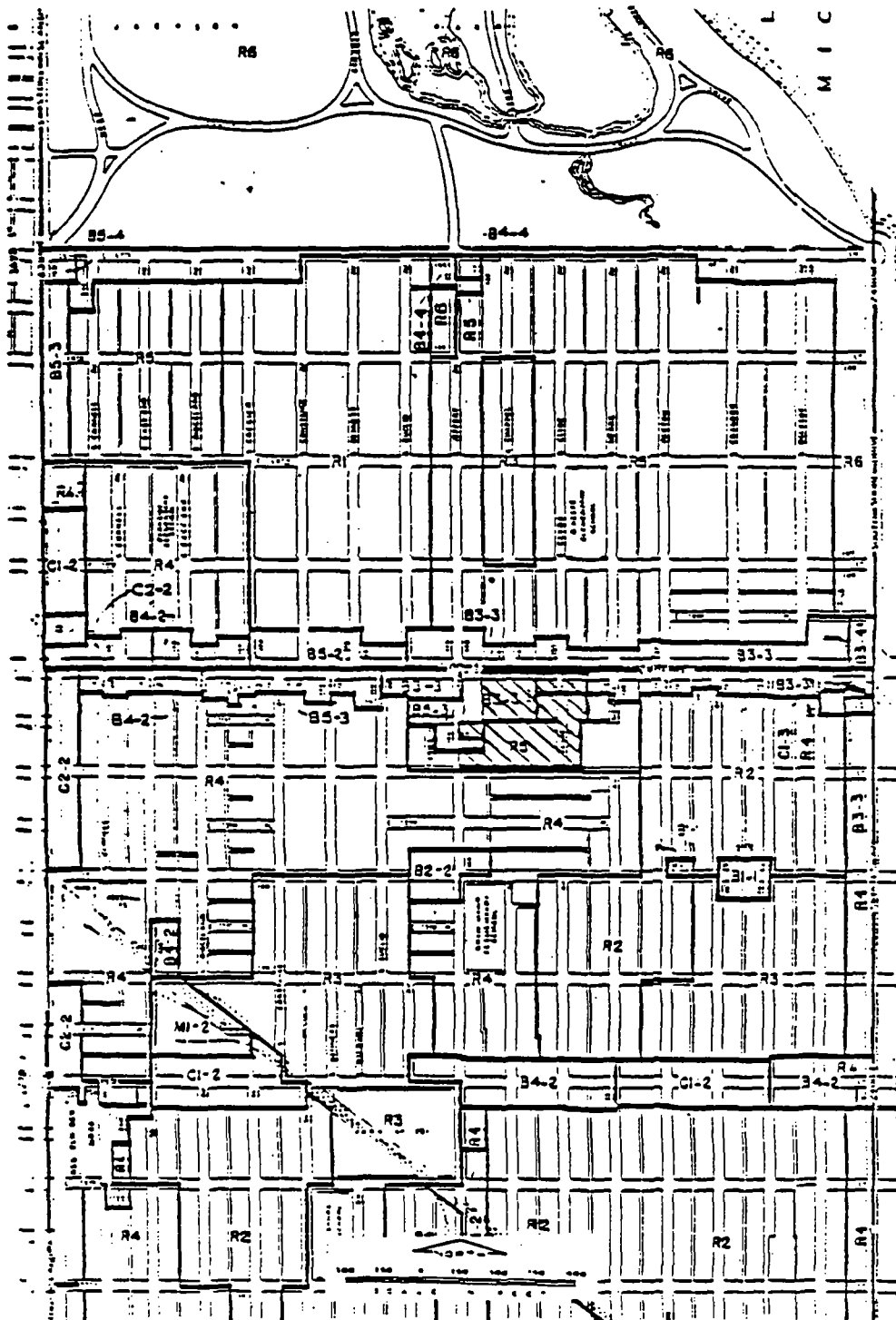
**LEGEND**

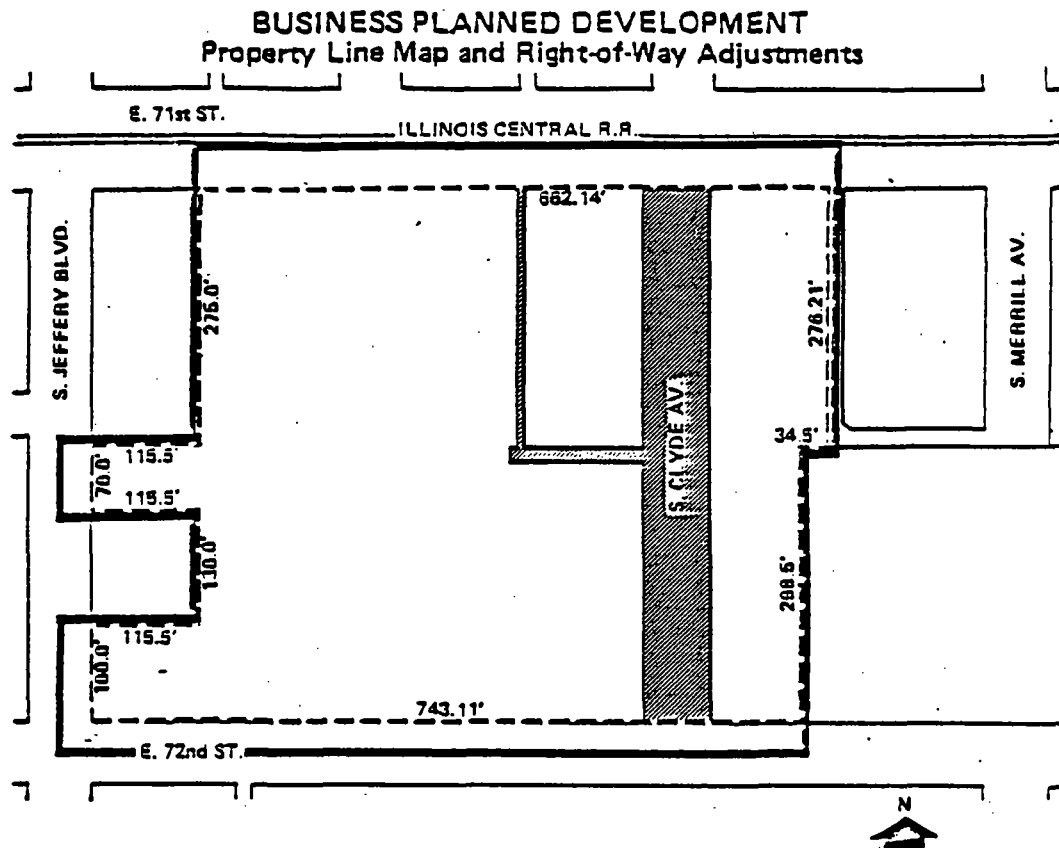
-  PLANNED DEVELOPMENT BOUNDARY
-  PLANNED DEVELOPMENT AREA
-  ZONING DISTRICT BOUNDARY
-  PARKS AND PLAYGROUNDS
-  PUBLIC AND QUASI-PUBLIC FACILITIES
-  PREFERENTIAL STREETS



APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT  
DATE: NOVEMBER 16, 1987



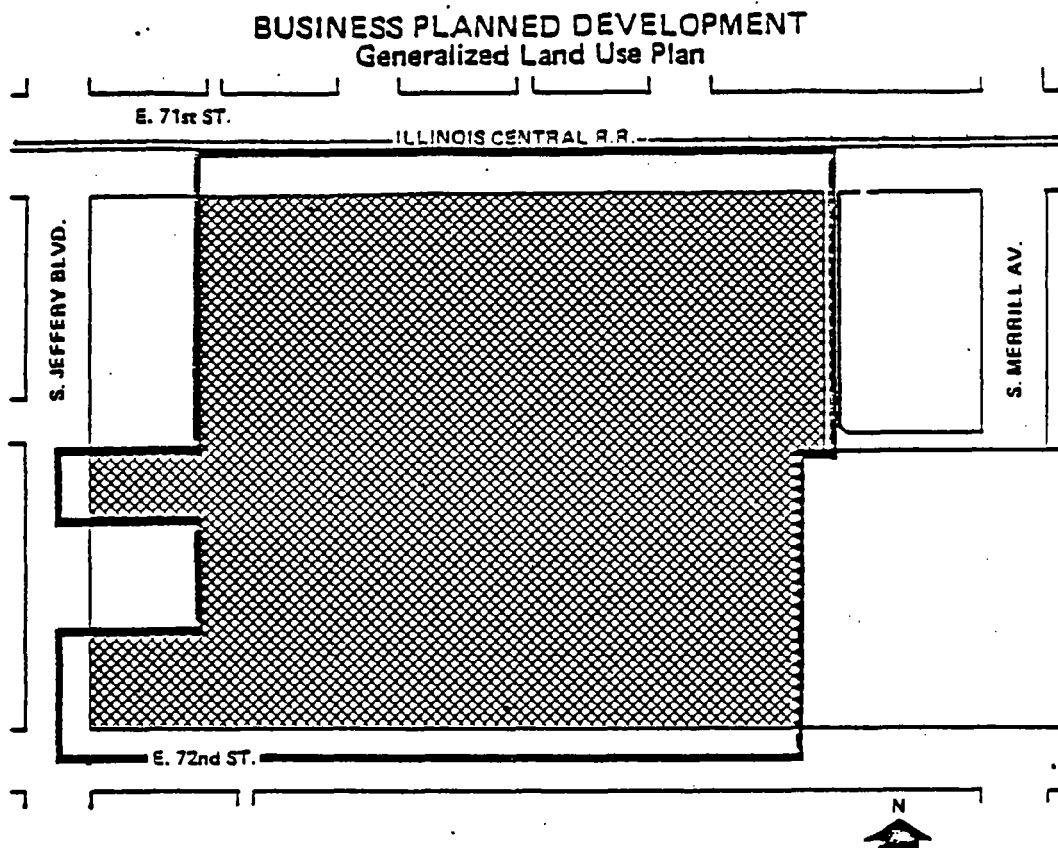




LEGEND	
	PLANNED DEVELOPMENT BOUNDARY
	PLANNED DEVELOPMENT AREA
	STREETS AND ALLEYS TO BE VACATED

APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT

DATE: NOVEMBER 16, 1987



- LEGEND**
-  **PLANNED DEVELOPMENT BOUNDARY**
  -  **GENERAL MERCHANDISE, SUPERMARKET,  
RETAIL AND SERVICE TYPE BUSINESS USES,  
WITH RELATED PARKING AND LOADING**

**APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT**

**DATE: NOVEMBER 16, 1987**

(Continued from page 12204)

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

The proposed ordinance recommended do not pass reads as follows:

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

SECTION 1. Chapter 17, Section 17-1.11 of the Municipal Code of Chicago is hereby amended by deleting the existing definition of "Noise Disturbance" and substituting therefor a new definition of "Noise Disturbance," as follows:

*17-1.11. Noise disturbance: any sound that (1) is heard at a distance of 600 feet or more from the point of generation; or (2) generates a sound pressure level on the public way exceeding 80 dB(A) when measured at a distance of 10 feet or more from the source.*

SECTION 2. Chapter 17, Section 17-1.11 of the Municipal Code of Chicago is hereby amended by inserting the following definition of "Sound amplification device" in its proper alphabetical sequence, as follows:

*17-1-11. Sound amplification device: any electrically operated or battery operated device the principal purpose of which is to amplify or produce sound.*

SECTION 3. Chapter 17, Sections 17-4.1A through 17-4.1F, and 17-4.2 through 17-4.6 are hereby repealed.

SECTION 4. Chapter 17, Article IV of the Municipal Code of Chicago is hereby amended by inserting new Sections 17-4.1 through 17-4.6 to read as follows:

*17-4.1. Definitions relating to Article IV will be found in Section 17.1-11.*

*17-4.2. No person shall generate any sound by any means so that (1) the sound pressure level on the public way measured at a distance of ten feet or further from the source exceeds 80 dB(A); or (2) the sound is audible at a distance of 600 feet or more from the point of generation.*

*17-4.3. Notwithstanding any other provision of this article, no person on the public way, in a public or private or private open space, or in a vehicle shall generate any sound by any means so that the sound pressure level exceeds 55 dB(A) within any residential unit between the hours of 9:00 P.M. and 8:00 A.M..*

*17-4.4. The provisions of 17-4.2 or 17-4.3 shall not apply to any of the following acts: (1) use of a sound amplification device as an alarm or emergency warning device; (2) sounds generated between the hours of 8:00 A.M. and 9:00 P.M. in construction, demolition or repair work pursuant to duly authorized permit or franchise or license agreement; (3) sounds generated in construction, demolition or repair work of an emergency nature or in work on public improvements authorized by a governmental body or agency.*

*17-4.5. In case of conflict between any sections of this article, the provision which contains the lowest sound level limits shall apply.*

*17-4.6. The following acts and the causing thereof are prohibited:*

*a. Sounding or permitting the sounding of any electronically amplified signal from any stationary bell, chime, siren, whistle or similar device, intended primarily for non-emergency purposes from any place in such a manner as to create a noise disturbance at a residential lot boundary or residential zoning district boundary for more than five minutes in an hourly period.*

*b. Intentionally sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling device except in the following instances:*

- (1) for emergency purposes;*
- (2) for more than four minutes in an hourly period; or*
- (3) for testing of any stationary emergency signaling device which shall occur at the same time of day each time such a test is performed, shall use only the minimum cycle test time and in no case shall exceed four minutes nor shall it occur before 9:00 A.M. or after 5:00 P.M.*

*c. Creating or causing the creation of any sound within any noise sensitive zone, designated pursuant to 17-1.2(16) so as to interfere with the functions of any school, library, hospital, nursing home or other medical facility within the zone. Signs indicating a noise sensitive zone shall be conspicuously posted at the zone's boundaries.*

d. Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans or similar objects between the hours of 10:00 P.M. and 7:00 A.M. the following day in such a manner as to cause a noise disturbance at a residential lot boundary or a residential zoning district boundary or within a noise sensitive zone.

e. Blowing or causing to be blown any steam whistle as a signal for commencing or suspending work or for any other purpose; provided that this section shall not be construed to prohibit the use of steam whistles as alarm signals in case of fire, collision or other imminent danger.

f. Using any pile driver, shovel, hammer, derrick, hoist tractor, roller or other mechanical apparatus operated by fuel or electric power in building, construction, repair or demolition operations between the hours of 9:00 P.M. and 8:00 A.M. the following day within 600 feet of any residential building or hospital; provided that this provision shall not apply to any construction, demolition or repair work of an emergency nature or to work on public improvements authorized by a governmental body or agency.

SECTION 5. This ordinance shall be in effect ten days after its passage and publication.

---

*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
143.1 BY CLARIFYING REQUIREMENTS FOR  
RECYCLING FACILITIES.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Committees, Rules and Ethics, deferred and published in the Journal of the Proceedings of March 30, 1988, pages 11428 through 11434, recommending that the City Council pass a proposed ordinance amending Chapter 143.1 of the Municipal Code to clarify the requirements for recycling facilities.

Alderman T. Evans moved to re-refer the said proposed ordinance to the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Energy, Environmental Protection and Public Utilities* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
143.1 BY CREATION OF CITYWIDE PROGRAM FOR  
MANDATORY RECYCLING.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Committees, Rules and Ethics, deferred and published in the Journal of the Proceedings of March 30, 1988, pages 11434 through 11437, recommending that the City Council pass a proposed ordinance amending Chapter 143.1 of the Municipal Code by creating a citywide program for mandatory recycling.

Alderman T. Evans moved to re-refer the said proposed ordinance to the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Energy, Environmental Protection and Public Utilities* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 47.

*Nays* -- None.

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

---

**MISCELLANEOUS BUSINESS.**

---

PRESENCE OF VISITORS NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

Forty students from Austin Community High School;

Thirty-five students from Murray Elementary School, accompanied by Ms. Cecelia Gans;

Students from Faulkner Elementary School.

---

**Time Fixed For Next Succeeding Regular Meeting.**

By unanimous consent, Alderman T. Evans 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 thirteenth (13th) day of April, 1988 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twentieth (20th) day of April, 1988, at 10:00 A.M., in the Council Chamber in City Hall.

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

On motion of Alderman T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr -- 47.

*Nays* -- None.

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

---

### Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 20, 1988, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,  
*City Clerk.*