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**COPY**



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

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**Regular Meeting--Wednesday, May 11, 1988**

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

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

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**OFFICIAL RECORD.**

**EUGENE SAWYER**  
Acting Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Meeting.

*Present* -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

*Absent* -- Alderman O'Connor.

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### Call To Order.

On Wednesday, May 11, 1988 at 12:35 P.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 43.

Quorum present.

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### Invocation.

Dr. Arthur M. Brazier, Pastor, Apostolic Church of God, opened the meeting with prayer.

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*Rules Suspended* -- "FRIENDS OF KENWOOD ACADEMY"  
HONORED FOR SUCCESSFUL FUNDRAISER.

Alderman T. Evans moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution honoring the "Friends of Kenwood Academy". The motion *Prevailed*.

Alderman T. Evans then moved to *Adopt* the said proposed resolution. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Friends of Kenwood Academy is a support group composed of parents and friends of Kenwood Academy who are dedicated to supplementing and enriching programs at the school; and

WHEREAS, The Friends of Kenwood Academy was formed in 1987; and

WHEREAS, This group is committed to being involved in the education and development of the young people of its community; and

WHEREAS, On May 7, 1988, the group held a successful fundraiser in order to raise funds for athletic facilities at their school. The fundraiser held on Saturday, May 7th included a charter C.T.A. elevated train ride with cocktails, food and live entertainment; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby congratulate Kenwood Fast Track Steering Committee: Vinita Moch Ricks, Chairperson, members: Mimi Asbury, Mary Hynes-Berry, Susan Cleverdon, Janice Hall, Gwendolyn Anita Hilary, Carla Fredrica Hines and Joyce Zehnle. Subcommittee members: Joy Armstrong, Volunteer, Edwina Bryant, Decorations, Wynette Frazier, Volunteer, Madelon Fross, Raffle, Barbara Holt, Publicity, Carolyn Jenkins, Raffle. Our special thanks to teachers: Carolyn Lawrence and students for the flowers, Eugene Frjelich and students for the photographs, Jimmy Jones, Geoffrey Jenkins and students for the playing boards, Willie Sullivan for the poms poms and the cheerleading squad for their support in the successful efforts, and extend to these fine, outstanding citizens our very best wishes for continuing success for the Kenwood Fast Track Fundraiser; and

*Be It Further Resolved*, That a a suitable copy of this resolution be presented to Friends of Kenwood Academy and their members.

At this point in the proceedings, Alderman T. Evans recognized the presence of Ms. Vinita M. Ricks, Ms. Mary Hynes-Berry, Ms. Mimi Asbury, Ms. Joyce Zenhle, Ms. Carla Hines and other members of the Friends of Kenwood Academy, who were warmly applauded by members of the City Council and assembled guests.

*Rules Suspended* -- CONGRATULATIONS EXTENDED VARIOUS  
POLICE OFFICERS FOR DILIGENCE IN SOLVING  
HIT AND RUN ACCIDENT.

Alderman Jones moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution honoring certain Chicago Police Officers. The motion *Prevailed*.

Alderman Jones then moved to *Adopt* the said proposed resolution. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, All of Chicago's attention was directed to the seemingly senseless and reckless homicide in the hit and run deaths of two teenagers, Josephine Griebahn and Davey White, Jr., April 4, 1988; and

WHEREAS, The victims were struck as they crossed Damen Avenue near Churchill Street, about 8:30 P.M.; and

WHEREAS, Lieutenant James Carroll praised Police Sergeant Thomas Reynolds, Officers Art Godfrey, John Moran, Larry Clark, Kenneth Smith and Jack Delanty and evidence technician Lawrence Foley, Jr. for their work; and

WHEREAS, With virtually no concrete leads, the arrest was made after police reconstructed a left-side driver's mirror from debris found at the scene, Sergeant Thomas Reynolds said. Police then determined that the parts came from a Honda Civic auto. Officers began checking car-theft reports, and that led them to Levier Matos; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby join in the congratulations of Chicago Police Officers: Lieutenant James Carroll, Sergeant Thomas Reynolds, Officers Art Godfrey, John Moran, Larry Clark, Kenneth Smith and Jack Delanty and evidence technician Lawrence Foley, Jr., who worked tirelessly, diligently and with great intelligence in solving a terrible hit-and-run accident deaths in the annals of our City. These police officers fill us with pride and on behalf of all our grateful, law-abiding citizens, we thank them; and



*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Lieutenant James Carroll, Sergeant Thomas Reynolds, Officers Art Godfrey, John Moran, Larry Clark, Kenneth Smith, Jack Delanty and evidence technician Lawrence Foley, Jr. of the Chicago Police Department.

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REGULAR ORDER OF BUSINESS RESUMED.

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At this point in the proceedings, Alderman Hansen moved that the City Council do adjourn.

The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Huels, Madrzyk, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Kotlarz, Banks, Hansen, Levar, Stone -- 12.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Eisendrath, Shiller, Osterman, Orr -- 28.

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**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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*Rules Suspended* -- WEEK OF MAY 13 TO MAY 20, 1988  
DESIGNATED AS TRANSIT EMPLOYEE'S  
APPRECIATION WEEK.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution designating the week of May 13 to May 20, 1988 as Transit Employee's Appreciation Week.

Your favorable consideration of this resolution will be appreciated.

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

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

Alderman Natarus then moved to *Adopt* the said proposed resolution. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, Public transportation is vital to the growth and continued economic, social and environmental well-being of the City of Chicago as the principal tool available to city government to combat urban traffic congestion and the resulting degradation of this city's air quality; and

WHEREAS, Public transit provides the only form of mobility for the "transportation dependent" of society--the poor, the young, the handicapped and the elderly; and

WHEREAS, Federal financial support for transit has been reduced by over thirty percent in the last four years; and

WHEREAS, This retreat on the part of the federal government will result in higher fares and reduced service unless halted; and

WHEREAS, A successful counter-attack to combat the loss of federal funds will require the active support of all the citizens of our cities; and

WHEREAS, The United States Conference of Mayors has declared Wednesday, May 18, 1988 as National Transit Appreciation Day and has called upon all mayors to join in a

national mobilization to highlight for all citizens the vital role that transit plays in the life of cities; now, therefore,

*Be It Resolved*, The week of May 13 to May 20, 1988 shall be celebrated as Transit Employees Appreciation Week and all citizens are called upon to recognize the vital role of transit in Chicago.

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*Referred --* APPOINTMENT OF MS. MARIA N. SALDANA  
AS MEMBER OF CHICAGO BOARD  
OF EDUCATION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Education*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Maria N. Saldana as a member of the Board of Education of the City of Chicago for a term ending April 30, 1993, to succeed George Munoz.

Your favorable consideration of this appointment will be appreciated.

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

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*Referred --* APPOINTMENT OF MR. GEORGE MUNOZ  
AS MEMBER OF BOARD OF ILLINOIS  
INTERNATIONAL PORT DISTRICT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Ports, Wharves and Bridges*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed George Munoz as a member of the Board of the Illinois International Port District to succeed Henry Soltysinski, for a term expiring June 1, 1993.

Your favorable consideration of this appointment will be appreciated.

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

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*Referred*-- EXECUTION OF PROJECT AGREEMENT WITH  
STATE OF ILLINOIS FOR IMPROVEMENT OF  
DAN RYAN EXPRESSWAY TRAFFIC  
MANAGEMENT NETWORK  
SYSTEM.

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

May 11, 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 Public Works, I transmit herewith an ordinance authorizing the Mayor to execute a project agreement with the State of Illinois providing for the improvement of the Dan Ryan Expressway Traffic Management Network System.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred --* EXECUTION OF CITY-STATE PROJECT AGREEMENT  
IN CONNECTION WITH IMPROVEMENT OF PORTION  
OF 63RD STREET.

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

May 11, 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 Public Works, I transmit herewith an ordinance authorizing the execution of a City-State project agreement for the funding of right-of-way acquisition in connection with the improvement of 63rd Street from Wallace Street to west of Martin Luther King Drive. The funds are provided by the Interstate Substitution Program.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred* -- EXECUTION OF PROJECT AGREEMENT WITH STATE  
OF ILLINOIS FOR RECONSTRUCTION OF ORLEANS  
STREET VIADUCT BETWEEN HUBBARD  
STREET AND CHICAGO RIVER.

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

May 11, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing a project agreement with the State of Illinois for the reconstruction of the Orleans Street viaduct between Hubbard Street and the Chicago River. The funding of this project will be 85% federal and 15% state.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred* -- SUBMISSION OF APPLICATION TO DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT FOR FISCAL  
YEAR 1988 ALLOCATION UNDER RENTAL  
REHABILITATION PROGRAM.

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

May 11, 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 City of Chicago to submit an application to the Department of Housing and Urban Development for a Fiscal Year 1988 allocation of \$7,097,000 under the Rental Rehabilitation Program.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred* -- CONTINUATION OF SPECIAL TAX LEVY  
WITHIN SPECIAL SERVICE AREA  
NUMBER THREE.

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

May 11, 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 Economic Development, I transmit herewith an ordinance proposing the continuation of the levy of a special annual services tax within Special Service Area Number 3.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred* -- CONTINUATION OF SPECIAL TAX LEVY  
WITHIN SPECIAL SERVICE AREA  
NUMBER FOUR.

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

May 11, 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 Economic Development, I transmit herewith an ordinance proposing the continuation of the levy of a special annual services tax within Special Service Area Number 4.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred* -- CREATION OF SPECIAL SERVICE AREA  
NUMBER EIGHT AND LEVY OF SPECIAL  
ANNUAL SERVICES TAX.

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

May 11, 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 Economic Development, I transmit herewith an ordinance proposing the creation of Special Service Area Number 8 and the levy of a special annual services tax in said area.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred --* CREATION OF SPECIAL SERVICE AREA  
NUMBER NINE AND LEVY OF SPECIAL  
ANNUAL SERVICES TAX.

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

May 11, 1988.

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

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COMMUNICATIONS, ETC.

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LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance proposing the creation of Special Service Area Number 9 and the levy of a special annual services tax in said area.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred* -- CREATION OF SPECIAL SERVICE AREA  
NUMBER TEN AND LEVY OF SPECIAL  
ANNUAL SERVICES TAX.

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

May 11, 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 Economic Development, I transmit herewith an ordinance proposing the creation of Special Service Area Number 10 and the levy of a special annual services tax in said area.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred* -- CREATION OF SPECIAL SERVICE AREA NUMBER  
ELEVEN AND LEVY OF SPECIAL ANNUAL  
SERVICES TAX.

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

May 11, 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 Economic Development, I transmit herewith an ordinance proposing the creation of Special Service Area Number 11 and the levy of a special annual services tax in said area.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred* -- EXECUTION OF CARGO BUILDING SITE LEASE  
WITH UNITED AIR LINES, INCORPORATED AT  
CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 11, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith a Cargo Building Site Lease with United Air Lines, Inc., for premises at Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred --* ESTABLISHMENT OF NOT FOR PROFIT DEVELOPMENT  
CORPORATION FOR NAVY PIER.

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 the Budget and Government Operations and the Committee on Land Acquisition, Disposition and Leases, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 11, 1988.

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

LADIES AND GENTLEMEN -- Transmitted herewith is an ordinance providing for the establishment of a not-for-profit development corporation for Navy Pier.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred --* EXECUTION OF AGREEMENT FOR SALE AND REDEVELOPMENT  
OF LAND AND EASEMENT AGREEMENT WITH LAWLIN ASSOCIATES  
IN CONNECTION WITH NEIGHBORHOOD SHOPPING CENTER  
N PROJECT ILINCOLN, LAWRENCE AND WESTERN.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 11, 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 Economic Development, I transmit herewith an ordinance approving and authorizing the execution of an Agreement for the Sale and Redevelopment of Land and an Easement Agreement between the City of Chicago and Lawlin Associates regarding the development of a neighborhood shopping center in Commercial District Project Lincoln, Lawrence and Western.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred --* DESIGNATION OF PROJECT 47TH-DR. MARTIN  
LUTHER KING, JR. DRIVE AS SLUM AND  
BLIGHTED AREA.

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

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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 11, 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 approving the designation of the Department of Urban Renewal of Project 47th-Dr. Martin Luther King, Jr. Drive. The area designated is located approximately 6 miles south of the Chicago Central Business District. A more detailed description of the area is in the attached ordinance and report.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board on April 26, 1988, authorizing the Commissioner to request City Council approval of the resolution referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred --* APPROVAL OF REDEVELOPMENT PLAN FOR PROJECT  
47TH-DR. MARTIN LUTHER KING, JR. DRIVE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 11, 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 approving the Redevelopment Plan for Project 47th-Dr. Martin Luther King, Jr. Drive. This Redevelopment Plan will consist of construction of a new mixed use and residential development. New infill housing will occur on 77,000 square feet of vacant land, located south of 47th Street and bounded by South Vincennes and South Forrestville on the east and west.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on the 26th day of April, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred--* APPROVAL OF AMENDMENT NUMBER 8 TO  
CENTRAL ENGLEWOOD URBAN RENEWAL PLAN.

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

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 approving Amendment No. 8 to the Central Englewood Urban Renewal Plan. This Amendment changes the land use of the northeast quadrant of the Englewood Mall to allow for the business development with related off-street parking.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on the 26th day of April, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

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**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 May 3, 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 May, 1988 to Illinois Commerce Commission related to Standard Contract Rider No. 20.

Conservation Program Clause, related to the Rider No. 21, for the period ended March 31, 1988.

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

Commonwealth Edison Company 1987 Financial Review.

Annual Report of Commonwealth Edison Company to the Illinois Commerce Commission for the year ended December 31, 1987 (Form 21).

Annual Report of Commonwealth Edison Company for the year ended December 31, 1987 (FERC Form No. 1).

Commonwealth Edison Company Report to Stockholders for three months ended March 31, 1988, dated May 1, 1988."



*Placed On File* -- STATE APPROVAL OF ORDINANCES  
CONCERNING MOTOR FUEL TAX FUND  
PROJECTS.

Also, communications from Mr. Ralph C. Wehner, District Engineer, under date of April 27, 1988, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

*January 13, 1988.*

Allocation of Motor Fuel Tax Funds decreased to close out various projects.

*January 27, 1988.*

Allocation of Motor Fuel Tax Funds authorized for repairs to pavements in improved streets, county or state highways for Year 1988.

Allocation of Motor Fuel Tax Funds authorized for snow and ice control maintenance of improved streets, county and state highways for year 1988.

Allocation of Motor Fuel Tax Funds authorized for street cleaning maintenance of improved streets, county and state highways for Year 1988.

Allocation of Motor Fuel Tax Funds authorized for repairs to curbs and gutters in improved streets, county or State highways for Year 1988.

Allocation of Motor Fuel Tax Funds authorized for citywide street light energy costs for Year 1988.

*February 10, 1988.*

Execution of Project Agreement with State of Illinois to conduct preliminary engineering for improvement of Division Street Bridge and Ogden Avenue structures.

*February 25, 1988.*

Allocation of Motor Fuel Tax Funds for new alley construction at various locations.

Allocation of Motor Fuel Tax Funds for maintenance, repair and painting of existing bridges, viaducts and appurtenances.

*March 9, 1988.*

Execution of Project Agreement with State of Illinois for improvement of 79th Street from Halsted Street to Stony Island Avenue.

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*Placed On File* -- APPROVAL BY CHICAGO PLAN COMMISSION  
AND DEPARTMENT OF PLANNING OF CERTAIN  
PROPOSALS.

Also, copies of resolutions adopted by the Chicago Plan Commission on April 14, 1988, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

The Chicago Plan Commission at its meeting of April 14, 1988, approved by resolution the following proposals submitted by:

*Chicago Public Center*

Site location for a new Uptown Public Branch Library/Community Center.

Referral Number	Address
88-048-10	Southeast corner of North Sheridan Road and West Buena Avenue.

*Illinois Department Of Transportation*

Disposition of excess parcel of land within right of way of the J.F.K. Expressway.

Referral Number	Address
88-049-19	Northeast corner of North Wolcott and West Dickens Avenues.

*Department Of Urban Renewal*

Referral Number	Proposal
88-050-08	Amendment No. 3 to the Lawndale Conservation Plan.
88-051-08	Amendment No. 8 to the Southeast Englewood Urban Renewal Plan.

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*Placed On File -- QUARTERLY REPORT OF FIREMEN'S  
ANNUITY AND BENEFIT FUND.*

Also, the quarterly report of the Firemen's Annuity and Benefit Fund, submitted by Mr. Louis A. Holland of Hahn, Holland and Grossman, for the period ended March 31, 1988, which was *Placed on File*.

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

Also, a communication signed by Ms. Elizabeth Hollander, Commissioner of Planning, under date of April 26, 1988, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which a public hearing was held April 26, 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*.

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*Placed On File -- OATHS OF OFFICE.*

Also, the oaths of office of Mr. James A. Dyson and Mr. Reynaldo P. Glover as members of the Chicago College Board of Trustees, filed on May 4, 1988, which were *Placed on File*.

Also, the oath of office of Mr. Lawrence E. Kennon as Chairman of the Zoning Board of Appeals, filed on May 4, 1988, which was *Placed on File*.

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

#### **PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on April 27, 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 May 9, 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 April 27, 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.

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

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

#### ***Referred*-- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.**

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

Michael Cione--to classify as a C1-5 Restricted Commercial District instead of a C1-4 Restricted Commercial District the area shown on Map No. 3-F bounded by

a line 125 feet north of and parallel to West Goethe Street; the alley next east of North Wells Street; a line 50 feet north of and parallel to West Goethe Street and North Wells Street.

John and Deen Garcia--to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 8-J bounded by

West 31st Street; a line 52 feet east of and parallel to South Avers Avenue; the alley next south of and parallel to West 31st Street; South Avers Avenue.

LaSalle National Bank, as Trustee, under Trust No. 110788--to classify as a C2-4 General Commercial District instead of an M3-3 Heavy Manufacturing District the area shown on Map No. 7-H bounded by

a line 482.23 feet west of and parallel to North Damen Avenue; West Fullerton Avenue; a line 707.23 feet west of and parallel to North Damen Avenue; a line approximately 229 feet long starting at a point 161.02 feet north of West Fullerton Avenue and 707.23 feet west of North Damen Avenue to a point 482.23 feet west of North Damen Avenue and 201.16 feet north of West Fullerton Avenue;

Chiu Kit Leuing and Piphetti Leuing--to classify as a B4-3 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 6-F bounded by

West 22nd Place; the alley next west of and parallel to South Wentworth Avenue; the alley next south of and parallel to West 22nd Place and a line 50 feet west of and parallel to the alley next west of and parallel to South Wentworth Avenue.

Russell Scimeca--to classify as an R7 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-N bounded by

a line 87.5 feet north of and parallel to West Belden Avenue; the alley next east of and parallel to North Harlem Avenue; West Belden Avenue; and North Harlem Avenue.

Sig Food Services Associates--to classify as a B5-2 General Service District instead of B4-2 Restricted Service and R1 Single-Family Residence Districts the area shown on Map No. 22-H bounded by

a line 186 feet north of and parallel to West 95th Street; the Pittsburgh, Cincinnati and St. Louis Railroad (also known as the Penna Railroad); West 95th Street; South Charles Street.

326.South Wells Corporation--to amend a Plan of Development previously appearing in the Journal of the Proceedings of the City Council dated June 26, 1985, page 18408, concerning the establishment of Central Area Parking Planned Development No. 358, in the area shown on Map No. 2-F by striking the language in brackets and inserting the language in italics as follows:

... The zoning classification of the subject property will revert to B7-7, upon the first to occur of: (i) the termination of the use of the site as a parking facility; or (ii) [the third anniversary of the effective date of this ordinance] *July 9, 1991*, provided, however,...

Lawrence Warshaw--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

a line perpendicular to North Bissell Street which is 98 feet north of the intersection of North Dayton Street and North Bissell Street (as measured along the south line of North Bissell Street); North Bissell Street; North Dayton Street; a line perpendicular to North Dayton Street which is 25 feet south of the intersection of North Bissell Street and North Dayton Street (as measured along the west line of North Dayton Street); a line parallel to North Bissell Street that is 58 feet long starting at a point 46 feet west of North Dayton Street and 25 feet south of North Bissell Street (as measured along the west line of North Dayton Street) to the point of origin.

Roger Wilson--to classify as a C1-2 Restricted Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 18-I bounded by

West 72nd Street; South Western Avenue; a line 125 feet south of and parallel to West 72nd Street; the public alley next west of and parallel to South Western Avenue.

John Zaragoza--to classify as a C1-2 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-K bounded by

the alley next north of and parallel to Archer Avenue; a line 125 feet 0 inches long starting at a point 74 feet 5 inches east of South Kilpatrick Avenue (as measured along the south line of the alley next north of Archer Avenue) to a point 97 feet 4 inches east of South Kilpatrick Avenue (as measured along the north line of Archer Avenue); Archer Avenue; South Kilpatrick Avenue.

*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:

Allstate Ins. Co. and Douglas Secrist, Alphonse Onofre S., American Ambassador Cas. Co. and Ronald and Ida Muhammad, American States Ins. Co. and Henry Heynssens;

Baranda Miriam P., Barnes Arthur, Berry Eddie T., Blanchard Eric A., Blanton Al, Bottke Ramona Rae, Bridges Robert M., Brown Henry and Claudia, Butler J. W.;

Campbell Ethel O., Carls Leesa, Chung Peter, Curl Jr. Bennie;

Economy Fire and Cas. Co. and Richard and Kathleen Zofkie, Ember Mary K. N.;

Fazio Sam;

Gallo Benjamin, Gerami Scott L., Gladen Sidik, Gliwa Janice M., Guise Carroll and Mildred;

Harrell Betty J., Haskins Marsha, Hayford Jennifer R., Heard Jerrel L., Heppner Raymond F., Holmgren William L.;

Ida Cal Freight Lines, Inc., Isaac Bernice B.;

Jack Irwin Studios, Jenkins Herschell, Jennings Michael J., JMB Ins. Agency, Inc. and Larry Spatz and Jill Glen, Johnson Jerrilyn;

Kaylor John W.;

Larson Loreen K.;

Manuel Harriette E., Martin Randall R., Miller Ronald D., Mingledolph Debra Jean;

National Ben Franklin and Anthony Iuro, Nationwide Ins. Co. and Barbara Wilson, Norwood Marilyn;

Peoples Gas Light and Coke Co. (14), Petrovich John, Polinski Gazella M., Powell Gregory D.;

Reilly Thomas J., Repetsky Robert J.;

Shemon Edmond Y., Shepard Joseph F., Sias Elizabeth, Sipp Willie, Siwek Casimir, Smith Myron W., Staab Larry G., Swiderski Martin;

United States Gear Corp., Usher Thomas I.;

Vukovich Joseph J.;

Weissbuch Clarice M., Woyke Alexander;

Zenith Electronics Corporation.

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*Referred* -- PROPOSED ORDINANCES RECOMMENDED BY  
BOARD OF LOCAL IMPROVEMENTS FOR  
ALLEY IMPROVEMENTS.

Also, the City Clerk transmitted the following communication addressed to him under the date of May 4, 1988, signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Public Works, which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Streets and Alleys*:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvement with reference to the extent, nature, kind, character and estimated cost of said improvement thereof and recommends passage of said ordinances.

- |        |    |  |
|--------|----|--|
| Ward 1 | -- | Grading, paving and improving the alley between West Madison Street, West Monroe Street, South Franklin Street and South Wacker Drive; |
| Ward 6 | -- | Grading, paving and improving the alley between East 99th Street, East 99th Place, South Prairie Avenue and South Indiana Avenue;      |
| Ward 7 | -- | Grading, paving and improving the alley between East 87th Street, South South Chicago Avenue and South Essex Avenue (triangle);        |
| Ward 7 | -- | Grading, paving and improving the alley between East 89th Street, East 90th Street, South Paxton Avenue and South Merrill Avenue;      |
| Ward 8 | -- | Grading, paving and improving the alley between East 79th Street, East 80th Street, South Blackstone Avenue and South Dante Avenue;    |
| Ward 8 | -- | Grading, paving and improving the alley between East 84th Street, East 85th Street, South Constance Avenue and South Cregier Avenue;   |



- Ward 8 -- Grading, paving and improving the alley between East 86th Street, East 87th Street, South Jeffery Boulevard and South Euclid Avenue;
- Ward 9 -- Grading, paving and improving the alley between West 121st Street, West 122nd Street, South Normal Avenue and South Parnell Avenue;
- Ward 9 -- Grading, paving and improving the alley between West 122nd Street, West 123rd Street, South Normal Avenue and South Parnell Avenue;
- Ward 9 -- Grading, paving and improving the alley between West 122nd Street, West 123rd Street, South Parnell Avenue and South Wallace Street;
- Ward 9 -- Grading, paving and improving the alley between West 124th Street, West 125th Street, South State Street and South Perry Avenue;
- Ward 9 -- Grading, paving and improving the alley between West 124th Street, West 125th Street, South Wentworth Avenue and South Yale Avenue;
- Ward 11 -- Grading, paving and improving the alley between West 34th Street, West 35th Street, South Justine Street and South Ashland Avenue;
- Ward 13 -- Grading, paving and improving the alley between West 63rd Street, West 64th Street, South Cicero Avenue and South LaCrosse Avenue;
- Ward 13 -- Grading, paving and improving the alley between West 64th Street, West 65th Street, South Cicero Avenue and South LaCrosse Avenue;
- Ward 15 -- Grading, paving and improving the alley between West Marquette Road, West 68th Street, South Bell Avenue and South Oakley Avenue;
- Ward 15 -- Grading, paving and improving the alley between West 72nd Street, West 73rd Street, South Oakley Avenue and South Claremont Avenue;
- Ward 18 -- Grading, paving and improving the alley between West 79th Street (R.R. R.O.W.), West 80th Street, South Kedzie Avenue and South Sawyer Avenue;

- Ward 18 -- Grading, paving and improving the alley between West 85th Place, West 86th Street, South Central Park Avenue and South Lawndale Avenue;
- Ward 19 -- Grading, paving and improving the alley between West 99th Street, West 100th Place, South Malta Street and South Charles Street;
- Ward 19 -- Grading, paving and improving the alley between West 104th Street, West 105th Street, South Troy Street and South Kedzie Avenue;
- Ward 21 -- Grading, paving and improving the alley between West 101st Street, West 102nd Street, South Emerald Avenue and South Halsted Street;
- Ward 21 -- Grading, paving and improving the alley between West 102nd Street, West 103rd Street, South LaSalle Street and South Wentworth Avenue;
- Ward 23 -- Grading, paving and improving the alley between South Archer Avenue, West 55th Street, I.H.B. R.R. R.O.W. and South Menard Avenue;
- Ward 34 -- Grading, paving and improving the alley between West 103rd Street, West 103rd Place, South Morgan Street and South Aberdeen Street;
- Ward 34 -- Grading, paving and improving the alley between West 111th Street, West 112th Street, South Union Avenue and South Emerald Avenue;
- Ward 34 -- Grading, paving and improving the alley between West 112th Place, West 113th Place, South Laflin Street and South Ashland Avenue;
- Ward 41 -- Grading, paving and improving the alley between West Touhy Avenue, West Lunt Avenue, North Overhill Avenue and North Ozark Avenue;
- Ward 45 -- Grading, paving and improving the alley between North Indian Road, West Huntington Street, North Moody Avenue and North Melvina Avenue;
- Ward 50 -- Grading, paving and improving the alley between West Estes Avenue, West Greenleaf Avenue, North Damen Avenue and North Ridge Avenue.

*Referred*-- PROPOSED ORDINANCES RECOMMENDED BY  
BOARD OF LOCAL IMPROVEMENTS FOR REPEAL  
OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted the following communication addressed to him under the date of May 4, 1988, signed by Mr. Morgan P. Connolly, Superintendent of the Board of Local Improvements, Department of Public Works, transmitting proposed ordinances to repeal ordinances passed on September 9, 1987, which were *Referred to the Committee on Streets and Alleys*:

- |        |   |
|--------|---|
| Ward 6 | -- Grading, paving and otherwise improving the roadway of the alley between East 78th Street, East 79th Street, South Rhodes Avenue and South Eberhart Avenue, etc.;  |
| Ward 9 | -- Constructing a tile pipe sewer, grading, paving and otherwise improving the roadway of the alley between Illinois Central Railroad, West 122nd Street, South Harvard Avenue and South Stewart Avenue, etc. |

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*Referred*-- RECOMMENDATION BY COMMISSION ON CHICAGO  
LANDMARKS FOR DESIGNATION OF JOHN F. KENNA  
APARTMENTS AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under the date of April 27, 1988, transmitting the recommendation that the John F. Kenna Apartments be designated as a Chicago Landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

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*Referred*-- INSTALLATION OF HANDICAPPED PARKING SIGN  
ON PORTION OF SOUTH RACINE AVENUE.

Also, a communication from Ms. Valerie Kach requesting the installation of a handicapped parking sign on a portion of South Racine Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- SETTLEMENTS AND SUITS WITH ENTRIES OF  
JUDGMENTS AGAINST CITY.*

Also, a report from the Corporation Counsel (filed in the Office of the City Clerk on May 5, 1988) addressed to the City Council (signed by Ms. Jennifer Duncan-Brice, Deputy Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended March, 1988, which was *Referred to the Committee on Finance.*

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*Referred -- ZONING RECLASSIFICATION OF SPECIFIED AREA.*

Also, a communication from Mr. George C. Yost, Jr., Vice President, George C. Yost Company, Incorporated under date of May 10, 1988, transmitting a request for a zoning reclassification on portions of North Canfield and West Talcott Avenues, which was *Referred to the Committee on Zoning.*

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*Rules Suspended -- WELCOME EXTENDED TO MR. VICTOR  
MANUEL LICEAGA RUIBAL, GOVERNOR OF BAJA  
CALIFORNIA, MEXICO.*

Alderman Soliz moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution to welcome Mr. Victor Manuel Liceaga Ruibal, Governor of Baja California, Mexico on his visit to the City of Chicago. The motion *Prevailed*.

Alderman Soliz then moved to *Adopt* the said proposed resolution. The motion *Prevailed* by yeas and nays as follows:

*Yeas --* Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays --* None.

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

The following is said resolution as adopted:

WHEREAS, On May 11, 1988, Governor Victor Manuel Liceaga Ruibal has honored the City of Chicago with his presence and interest in our great city; and

WHEREAS, The Governor has visited the historical and architectural sites of Chicago; and

WHEREAS, Governor Ruibal has paid tribute to his kinship with the Mexican-American citizens and residents of Chicago; and

WHEREAS, The citizens of Chicago are pleased to enjoy the friendship of the Governor and citizens of Baja California; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby welcome Victor Manuel Liceaga Ruibal, Governor of Baja California, Mexico and extend our gratitude to the Governor of Baja California, Mexico for visiting our great City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Victor Manuel Liceaga Ruibal, Governor of Baja California, Mexico.

At this point in the proceedings, Alderman Soliz called the Council's attention to the presence of Governor Victor Manuel Liceaga Ruibal and Mr. Salvador Castro Negreten who were warmly applauded by the members of the City Council and assembled guests. Acting Mayor Sawyer then invited Governor Victor Manuel Liceaga Ruibal and Mr. Salvador Castro Negreten to the Mayor's rostrum where he personally greeted them.

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*Rules Suspended* -- TRIBUTE TO LATE MR. ELI SCHULMAN.

Alderman Natarus moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution to pay tribute to the late Mr. Eli Schulman. The motion *Prevailed*.

On motion of Alderman Natarus, the said proposed resolution was *Adopted*, unanimously, by a rising vote.

The following is said resolution as adopted:

WHEREAS, Almighty God in His Infinite Mercy and Wisdom called Mr. Eli Schulman to his eternal reward on Saturday, May 7, 1988; and

WHEREAS, In 1927, Mr. Schulman was forced to leave high school and pursue a living selling newspapers, scorecards, and seat cushions; and

WHEREAS, Mr. Schulman was the manager of a shoe store, and also sold women's dresses to support himself; and

WHEREAS, In 1934, Mr. Eli Schulman became a precinct captain in the 22nd Ward, remaining there for 25 years; and

WHEREAS, Mr. Eli Schulman was a deputy coroner from 1948 to 1952; and

WHEREAS, Mr. Eli Schulman served as an Army mess sergeant; and

WHEREAS, In 1958, Mr. Schulman opened Eli's Stage Deli on Oak Street which later became a favorite of the Rush Street and Lake Shore Drive set; and

WHEREAS, In 1966, Mr. Schulman opened his current establishment, Eli's The Place For Steak on East Chicago Avenue; and

WHEREAS, Eli's Restaurant was nationally known for its good food and was often visited by prominent sports figures, entertainers and politicians; and

WHEREAS, Eli Schulman's charitable ways began in earnest on Pearl Harbor Day when he put a sign in the window of his restaurant that said, "25% discount for men in uniform, and if you're hungry and don't have any money, come in and we'll feed you free;" and

WHEREAS, Mr. Schulman also contributed to such helpful organizations as the Community Assistance program for Secondary Education in Israel, or C.A.S.E., and the American Cancer Society; and

WHEREAS, Mr. Schulman was inducted into the National Restaurant News Hall of Fame in 1983; and

WHEREAS, Mr. Schulman was also given the Hall of Fame Award by the Chicago Food Service Marketing Club in 1988; and

WHEREAS, Eli Schulman's world famous cheesecake was honored last year when the late Mayor Washington dedicated a 1,500 pound cheesecake as Chicago's official 150th birthday cake; and

WHEREAS, Eli Schulman was a board member of the Metropolitan Fair, and Exposition Center Authority; now, therefore,

*Be It Resolved*, That the Acting Mayor and members of the City Council of the City of Chicago assembled this 11th day of May, 1988, do hereby express our deepest sympathy at the passing of Mr. Eli Schulman, and do also extend to his beloved wife, Esther; his son, Marc; his two sisters, Bertha and Florence; and two granddaughters, Haley and Kori, our

deepest condolences on the occasion of their profound loss. Eli Schulman was a man for all people, a man who worked for all people. He will be sorely missed by all; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Eli Schulman.

At this point in the proceedings, Alderman Natarus called the Council's attention to the presence of Mr. Schulman's loving wife Esther, son Marc and daughter-in-law Maureen. Acting Mayor Sawyer then invited the family to the Mayor's rostrum where he expressed his personal condolences.

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REGULAR ORDER OF BUSINESS RESUMED.

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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AMENDMENT OF MUNICIPAL CODE CHAPTER 200.10 IN  
REFERENCE TO CHICAGO VEHICLE FUEL TAX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending the Municipal Code Chapter 200.10 regarding certain technical amendments to the Chicago Vehicle Fuel Tax Ordinance.

On motion of Alderman T. Evans, the clerk called the roll and the yeas and nays were as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Butler, Smith, Davis, Figueroa, Gabinski, Austin, Giles, Natarus, Eisendrath, Shiller, Osterman, Orr -- 28.

*Nays* -- Aldermen Huels, Fary, Madrzyk, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Hansen, Levar, Schulter, Stone -- 17.

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

Thereupon, the clerk re-called the roll and the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Gutierrez, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Shiller, Osterman, Orr --26.

*Nays* -- Aldermen Huels, Fary, Madrzyk, Kellam, Sheahan, Krystyniak, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Hansen, Levar, Schulter, Stone -- 18.

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

The following is said ordinance as passed:

WHEREAS, An exemption for sales or uses of fuel by the federal government, and any state or local government is desired; and

WHEREAS, Certain technical amendments need to be made to the Chicago Vehicle Fuel Tax Ordinance merely in order to clarify any ambiguities that may arise from its application and not to make any substantive changes to the Ordinance; now, therefore,

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

SECTION 1. Chapter 200.10 of the Municipal Code of Chicago, the Chicago Vehicle Fuel Tax, as passed on September 24, 1986, and published at pages 7 through 12 of the Special Pamphlet of the Journal of Proceeding of the City Council of said date, is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

\* \* \* \* \*

200.10-1.B. Whenever used in this Chapter, the following words and phrases shall have the following meanings:

\* \* \* \* \*

10. "Vehicle" shall mean any machine or device in, upon or by which any person or property is or may be transported or drawn upon a *rail*, street, *road* [or] highway or *otherwise upon land*, in or upon [a waterway] *water*, or through the air. "Vehicle" includes without limitation automobiles, trucks, buses, trains, motorcycles, boats, airplanes and helicopters.

11. "Vehicle fuel" shall mean any volatile and inflammable liquid or gas [produces] *produced*, blended or compounded for the purpose of or which is suitable for operating a



vehicle, or which is used in propelling a vehicle. "Vehicle fuel" includes without limitation gasoline, gasohol, diesel oil, motor benzol, motor benzene, propane gas fuel, kerosene and "special fuel" as defined in the Illinois Motor Fuel Tax Law, approved and effective August 8, 1963, as amended (Ill. Rev. Stat. 1985, Ch. 120, par. 417 et seq.).

\* \* \* \* \*

200.10-4. Except as provided in Section 200.10-6 of this Chapter, the Chicago Vehicle Fuel Tax shall be collected by each vehicle fuel distributor who sells such fuel to a retail vehicle fuel dealer doing business in the City. Any distributor who shall pay the tax to the City shall collect the tax from any retail dealer to whom the distributor sells vehicle fuel. The retail dealer shall in turn then collect the tax from the purchaser of the vehicle fuel. Any distributor who sells vehicle fuel directly to a purchaser or user, for delivery in Chicago, and not for resale, shall collect the tax from the purchaser or user.

\* \* \* \* \*

Any tax remittance required to be made directly to the City shall be made to the Department of Revenue and shall be accompanied by a remittance form prescribed by the Department. Any retail dealer, purchaser or user who is required to remit tax directly to the City *on a frequently recurring basis* shall register with the Department on forms prescribed by the Department.

Any person who collects the Chicago Vehicle Fuel Tax shall do so as a trustee for and on account of the City of Chicago.

\* \* \* \* \*

200.10-8. Failure to pay or remit the tax or to file the remittance return required by this chapter shall be subject to the following penalties *and interest*:

\* \* \* \* \*

200.10-11. The tax imposed by this chapter shall not apply to the following sales or uses of vehicle fuel:

\* \* \* \* \*

(d) Sale to or use by any "transportation agency," as defined in the Regional Transportation Authority Act, as amended, *which is operated by, receiving a grant from or has a service agreement with the Regional Transportation Authority or any of its service boards.*

\* \* \* \* \*

(f) *Sale to or use by the federal government or any state or local governmental body.*

SECTION 2. This ordinance shall become effective ten days after passage and publication.

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

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment/Loan Agreement in the amount of \$535,082 for the acquisition and rehabilitation of rental housing at 4441--4447 South Greenwood Avenue.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Gutierrez, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Eisendrath, Hansen, Shiller, Osterman, Orr -- 28.

*Nays* -- Aldermen Huels, Fary, Madrzyk, Kellam, Sheahan, Krystyniak, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Levar, Schulter, Stone -- 17.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed on March 30, 1988, authorized the submission of an application to the Illinois Development Finance Authority for an Illinois Development Action Grant to promote safe, decent and affordable housing opportunities in the City of Chicago; and

WHEREAS, In response to said application, the Illinois Development Finance Authority has approved an Illinois Development Action Grant, which provides funds in the amount of \$535,082 to the City which may be loaned to 4441--4447 South Greenwood Associates, an Illinois general partnership ("Developer") for the rehabilitation of 32 rental apartments for low-income families; now, therefore,

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

SECTION 1. The Acting Mayor or the Commissioner of the Department of Housing ("Commissioner") are each authorized to enter into and execute, on behalf of the City, a Redevelopment/Loan Agreement ("Agreement") by which the City will loan \$535,082 to the Developer for the partial financing of the rehabilitation of rental housing at 4441--4447 South Greenwood Avenue.

SECTION 2. The Acting Mayor or the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Illinois Development Action Grant and the Agreement, said Agreement to be substantially in the form attached hereto.

SECTION 3. This ordinance shall be effective by and from the date of passage Agreement attached to this ordinance reads as follows:

*Illinois Development Action Grant*

*Development/Loan Agreement--4441--4447 South Greenwood Avenue.*

This Agreement, executed as of May 1, 1988 (the "Agreement") is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), and 4441--4447 South Greenwood Associates, an Illinois general partnership, Ronald M. Gatton and Nicholas Gaglione, general partners (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 Developer has acquired certain real property located at 4441--4447 South Greenwood Avenue in Chicago, Illinois, as legally described on Exhibit "A" attached hereto and made a part hereof, (the "Site"); and

1.2 Developer intends to rehabilitate 32 rental, residential apartments on the Site, (hereinafter referred to as the "Project"), all of which will be reserved for lower-income tenants and all in accordance with the provisions of this Agreement; and

1.3 The Department of Housing of the City (D.O.H.), has applied to the Illinois Development Finance Authority (I.D.F.A.) for a \$535,082 Illinois Development Action Grant ("I.D.A.G.") for the purpose of providing a loan to Developer, such loan to be made and secured in accordance with this Agreement; and

1.4 The aforementioned I.D.A.G. application was authorized by the City Council of the City by ordinance passed on March 30, 1988; and

1.5 The Developer has applied to the Benton Mortgage Company ("Benton") for financing in the form of a Section 221(d) 4 co-insured mortgage to provide \$1,350,200 to the Project such loan to be made and secured in accordance with a certain [Regulatory Agreement], dated as of \_\_\_\_\_ to be made between the [Benton] and the Developer ("Regulatory Agreement"); and

1.6 Developer has committed \$285,082 to the Project.

1.7 The total project cost is anticipated to be approximately \$2,170,364.

1.8 The implementation of the financing program described herein will be of mutual benefit to both the City and the Developer in developing the Project as contemplated by this Agreement; and

1.9 The development of the Project would not reasonably be anticipated but for the financing program contemplated by this Agreement; and

1.10 The Developer desires to complete the Project in accordance with this Agreement.

## 2. Definitions.

In addition to any other definitions contained herein, the following words and terms as used in this Agreement shall have the meanings set forth below unless the context or use indicates another or different meaning or intent:

Architect: \_\_\_\_\_ or any other licensed architect employed by Developer.

Commissioner: The Commissioner of the Department of Housing of the City or such other person as may be designated by the Mayor of the City.

Complete: The substantial completion of any Work as the context requires. For the purpose of this definition, the project is complete when it is substantially finished in conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as construction and completion of "punch list items") and is ready for occupancy. This definition of "Complete" also is applicable to other forms of the word "Complete", such as "Completion" and "Completed", as used in this Agreement.

Completion Date: The date of substantial completion of construction, as certified to the City by Architect or any other certifying official as is acceptable to the City.

**Construction Contract:** The agreement between the Developer and General Contractor providing for construction of the Project.

**Covenant:** The instrument to be delivered to the City pursuant to Section 5.4 of this Agreement.

**Development Costs:** All costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Site, site preparation, loan fees, interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "unit improvements" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit fees, management fees, consultants' fees, construction manager's fees, developer fees, acquisition fees, heat, electricity, fuel, and insurance costs, brokers' and leasing commissions, marketing costs, and any losses resulting from operating expenses exceeding revenues through the Completion Date.

**Eligible Costs:** Costs to be incurred for the Project and reimbursed by I.D.A.G. funds are limited to expenditures as set forth in Exhibit "C" of this Agreement and the I.D.A.G. Agreement.

**Event of Default:** Any one or more of the conditions or events specified in Section 9.1 hereof.

**General Contractor:** \_\_\_\_\_ or such other general contractor as is approved by the City for the construction of the Project.

**I.D.A.G. Application:** The application made by D.O.H. to I.D.F.A. for a \$535,082 I.D.A.G. to assist the Developer in developing the Project.

**I.D.A.G. Guaranty:** The Guaranty of Performance, dated as of May 1, 1988, from the Developer to the City.

**I.D.A.G. Agreement:** The agreement to be entered into between the City and I.D.F.A. containing certain obligations of the City with respect to the I.D.A.G. for the Project.

**I.D.A.G. Loan:** The loan in the amount of Five Hundred Thirty-five Thousand Eighty-two Dollars (\$535,082) to be made by the City to the Developer from the I.D.A.G. proceeds.

**I.D.A.G. Loan Note:** The promissory note from the Developer evidencing the obligation to repay the I.D.A.G. Loan.

**I.D.A.G. Loan Security Documents:** The documents required to secure the I.D.A.G. Note as described in Section 3.4 of this Agreement.

**I.D.A.G. Regulations:** The rules and regulations governing I.D.A.G.'s, 14 Illinois Ad Code 1200, and promulgated pursuant to Section 7(n) of the Development Finance Authority Act (Ill. Rev. Stat. 1985, Ch. 48, par. 850.01, et seq., as amended).

**Escrow Agreement:** Agreement between the City, the Developer and \_\_\_\_\_ as Escrowee, dated as of \_\_\_\_\_, 1988.

**Minorities:** A person who is a citizen or lawful resident of the United States and who is Black, Hispanic, Asian-American, Native American, or Pacific Islander.

**Permitted Delays:** With respect to the Developer's obligation to Complete the Project, any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions and any other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact interferes with the ability of the Developer to do the Work. With respect to the City's ability to perform its other obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act or perform under this Agreement. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional material obligations on the Developer or materially increase its obligations under this Agreement.

**Permitted Encumbrances:** (i) Regulatory Agreement (ii) this Agreement; (iii) liens for taxes and special assessments which are not then delinquent; and (iv) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are approved by the City.

**Senior Lender:** Benton Mortgage Company, Knoxville, Tennessee.

**Site:** The Real Estate described in Exhibit "A" attached hereto, together with all and singular tenements, rights, easements, improvements, hereditaments, rights-of-way, privileges, liberties, appendages and appurtenances now or hereafter appertaining to such land.

**Syndication:** The private offering of limited partnership interests of the Developer pursuant to a [Confidential Private Offering] Memorandum dated \_\_\_\_\_.

**Syndication Proceeds:** The gross proceeds received by the Developer from the sale of limited partnership interests pursuant to the Syndication, whether such proceeds be in the form of cash or notes.

**Unmatured Event of Default:** Any condition or event which with the passage of time or the giving of notice, or both, would constitute an Event of Default.

**Work:** Any and all remodeling, reconstruction, demolition or construction constituting a part of the Project and the furnishing of materials to the Project in connection therewith.

3. I.D.A.G. Loan.

### 3.1 Use of I.D.A.G. Loan.

If the I.D.A.G. application filed by the City for the Project is accepted by I.D.F.A. and the grant of \$535,082 in I.D.A.G. Funds is received by the City, the City shall make an I.D.A.G. Loan of \$535,082 to the Developer. Proceeds of the I.D.A.G. Loan will be used by the Developer in accordance with this Agreement.

### 3.2 Disbursement of I.D.A.G. Proceeds.

The proceeds of the I.D.A.G. Loan, subject to release by I.D.F.A., shall be disbursed by the City in accordance with the Disbursement Schedule included in the I.D.A.G. Agreement by and between the City and I.D.F.A., dated \_\_\_\_\_, 1988 and attached hereto as Exhibit "D". The closing of the I.D.A.G. Loan shall be a so called "New York Style" closing with the delivery of the lender's policy of title insurance and the recording and/or filing of the I.D.A.G. Loan Security Documents occurring on the closing date (the "I.D.A.G. Closing Date"). The cost of said closing shall be borne by the Developer.

### 3.3 I.D.A.G. Loan Note.

The I.D.A.G. Loan shall be evidenced by the I.D.A.G. Loan Note. The I.D.A.G. Loan Note shall be executed by Developer and delivered to the City, and shall be dated as of the date of the closing on the I.D.A.G. Loan. Principal outstanding will be payable to the City, in full, at the I.D.A.G. Maturity Date. In addition, should the Developer offer limited partnership interest in the Project as apart of a Syndication, twenty five (25%) of the Proceeds of Syndication received by the Developer will be paid by the Developer to the City ("City Share") at the time of such Proceeds are received by the Developer. Upon each payment of the City share of the Proceeds of Syndication to the City by the Developer, such payments will first be applied to the repayment of I.D.A.G. Loan principal outstanding at the time of payment, and thereafter in a manner determined by the City. The amounts from time to time outstanding thereunder shall bear three percent (3%) per annum interest prior to maturity. Interest will begin to accrue at a date 5 years after the I.D.A.G. Closing Date. Thereafter, until the I.D.A.G. Loan Maturity Date, interest shall be payable quarterly, within 5 days of the end of each quarter. Interest payments will be delivered to the City at the Office of the Comptroller, 507 City Hall, Chicago or at such other place as the City may designate. The I.D.A.G. Loan Note shall mature forty (40) years, after the closing date of the I.D.A.G. Loan (the "I.D.A.G. Loan Maturity Date"). The I.D.A.G. Loan Note may be prepaid, in whole or in part at any time without penalty. The balance of principal and interest on the I.D.A.G. Loan will be due at the time of sale, or refinancing of the Project.

### 3.4 Developer Deliveries Prior to and at I.D.A.G. Loan Closing.

Prior to the I.D.A.G. Closing Date Developer shall deliver the following to the City:

(a) Copies of such applications, documents, and working plans or specifications in connection with the Project which the Developer has submitted to the Senior Lender as of the date of delivery. Developer shall submit to the City a final set of plans and specifications as soon as they are available.

(b) A completed and executed economic disclosure statement in a form that is satisfactory to the City, for all general partners and any limited partners, now identified as future Project participants under a Syndication for a limited partner holding a 2% or greater interest.

(c) A commitment for title insurance, showing, if applicable, fee title to the Site to be vested in the Developer, and containing a correct legal description of the Site.

(d) Documents, as appropriate, evidencing the Developer's authority to accept a loan for this Project.

(e) Evidence of a Commitment from the Senior Lender to provide financing to the project.

(f) Documents pertaining to the financing to be provided by the Senior Lender and evidence of consent by the holder of the mortgage securing that loan to a junior mortgage securing the I.D.A.G. Loan.

(g) The Partnership Agreement and any amendment thereto as of the date of submission for the Developer.

As an express condition to the closing of the I.D.A.G. Loan, Developer shall deliver the following to the City on the I.D.A.G. Closing Date:

(a) I.D.A.G. Loan Note, executed by the Developer;

(b) The I.D.A.G. Mortgage encumbering the Site executed by the Developer;

(c) The I.D.A.G. Guaranty of performance of the Project, in form and substance acceptable to the City (the "Guaranty");

(d) U.C.C. Financing Statements executed by the Developer;

(e) An A.L.T.A. mortgage title insurance policy (Loan Policy -- 1970) with comprehensive endorsement No. 1 (or equivalent), issued by a title insurance company acceptable to the City in the aggregate principal amount of \$535,082, showing good and marketable fee simple title to the Site to be in the Developer and insuring the lien of the Mortgage to be a valid and enforceable lien on the Site subject only to Permitted Encumbrances which policy shall cover the date of recording of the Mortgage, shall be dated as of the I.D.A.G. Closing Date and shall otherwise be in form and substance satisfactory to the City;

(f) Certification of Developer that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which Developer is a party or to which any Site of Developer is or may be subject, which, if determined adversely to Developer would materially and adversely affect the ability of Developer to Complete the Project.



(g) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "I.D.A.G. Loan Security Documents".)

(h) Certificate of Architect that the Project conforms to the requirements of the Environmental Barrier Act, to the extent applicable.

(i) The Developer's Partnership Agreement as of the I.D.A.G. Closing Date.

(j) The legal opinion of the legal counsel dated as of the closing date of the I.D.A.G. Loan, addressed to the City and to the effect that:

- (i) Developer is an Illinois general partnership validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Site and the Project;
- (ii) This Agreement, the I.D.A.G. Loan Note and the other I.D.A.G. Loan Security Documents, have been duly executed and delivered by the Developer and such execution and delivery has been duly authorized;
- (iii) The execution and performance of this Agreement, the I.D.A.G. Loan Note and the other I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which is a party or by which it is bound;
- (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving which would affect the ability to consummate the transactions contemplated by this Agreement;
- (v) This Agreement, the I.D.A.G. Loan Note and the other I.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms; and
- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with Developer entering into and performing its obligations under this Agreement, the I.D.A.G. Loan Note or the I.D.A.G. Loan Security Documents.

#### 4. Construction Of Project.

##### 4.1 Project Budget and Balancing.

Prior to the I.D.A.G. Closing Date, the Developer shall deliver to the City a detailed analysis ("Project Budget"), in form and content satisfactory to the City, setting forth (i) all estimated Development Costs of the total Project and (ii) all construction and non-

construction Eligible Costs to be incurred, and (iii) disclosing that the Loan funds in the aggregate will be sufficient to pay all Eligible Costs incurred or to be incurred to Complete the Project. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City any subsequent cost analyses pertaining to the Project.

#### 4.2 Construction Contract.

(a) Developer shall enter into a Construction Contract with the General Contractor that quotes a upset price (maximum price) for construction of the Project. Prior to the I.D.A.G. Closing Date a copy of the Construction Contract shall be delivered to the City together with any modifications, amendments or supplements thereto.

(b) Developer shall not authorize or permit the performance of any Work pursuant to any Change Order without giving five (5) days prior notice to the City and, without obtaining the prior written approval of the City in each and every instance, which shall be given or denied within five (5) business days after receipt of the request for the Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the General Contractor to this effect. Failure by the City to approve or deny any Change Order request within said five (5) day period shall be deemed approval of the particular Change Order in question. "Change Order" shall mean any amendment or modification to the approved plans and specifications for the Project or the Construction Contract.

#### 4.3 Progress Reports.

Developer shall provide the City and I.D.F.A. with quarterly progress reports commencing on July 1, 1988 detailing the status of construction of the Project.

### 5. Project Development.

#### 5.1 Development Standards.

Developer shall develop the Project in accordance with the requirements of this Agreement and in conformity with all applicable federal, state and local laws, ordinances, rules and regulations.

#### 5.2 Schedule of Construction.

Developer covenants and agrees, subject to permitted delays, that it shall promptly begin and diligently complete the construction of the Project within the periods specified below in this Section 5.2:

Commencement of Construction--May, 1988

Completion of Construction--\_\_\_\_\_, 1989

#### 5.3 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Section 5.3 are removed, the Commissioner shall retain the right to approve: (1) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

#### 5.4 Covenants for the Site.

Within thirty (30) days after the date of this Agreement, all parties having an interest in the Site shall execute and deliver to the City a written Covenant, in form and content specified by the Commissioner, not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof for a period of forty (40) years.

#### 6. Developer Representations And Warranties.

The Developer represents and warrants to the City as follows:

##### 6.1 Organization and Authority.

Developer is a not for profit corporation duly organized and validly existing under the laws of the State of Illinois, and has full power and authority to acquire, own, develop and operate the Site and the Project and perform its obligations hereunder.

##### 6.2 Litigation.

There are no proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or before any governmental authority which involves the possibility of materially and adversely affecting the business or condition (financial or otherwise) of Developer or the ability of Developer to perform its obligations under this Agreement or the I.D.A.G. Loan Security Documents.

##### 6.3 Flood Plain.

The Site is not located in a flood plain, but lies within Zone "C", an area of minimal flooding as delineated on the National Flood Insurance Program's Flood Insurance Rate Map, Community-Panel No. 170074-0075-B, effective September 1, 1981.

##### 6.4 Authorization.

The consummation by the Developer of the transactions provided for in this Agreement and the compliance with the provisions of this Agreement, the I.D.A.G. Loan Note and the other I.D.A.G. Loan Security Documents:

- (i) are within the powers and have been duly authorized by all necessary action on the part of the Developer; and

- (ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, agreement or other instrument to which Developer is subject.

#### 6.5 Use of Proceeds.

The Developer will use the proceeds of the I.D.A.G. Loan solely for the purposes of paying Eligible Costs of the Project, as set forth in the I.D.A.G. Agreement.

#### 6.6 Governmental Approvals.

The Developer has obtained, or has reasonable assurance that it will obtain, all federal, state and local governmental approvals and reviews required by law to be obtained for the construction and operation of the Project.

#### 7. Developer Covenants.

The Developer covenants and agrees with the City as follows:

##### 7.1 Insurance.

Throughout the term of the I.D.A.G. Loan, Developer shall keep the Site continuously insured in such amounts and against such risks and hazards as the City may from time to time reasonably require, paying as the same become due all premiums in respect thereto.

Copies or certificates of the insurance policies required by this Section 7.1 shall be delivered to the City at the time of closing, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date.

Policies of insurance provided for in this Section 7.1 shall be maintained in companies reasonably satisfactory to the City and licensed to do business in the State of Illinois and shall name the City as an additional party insured and all proceeds thereunder in the case of loss or damage shall be payable to the City, subject to the rights of the Senior Lender, pursuant to a standard noncontributory mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be cancelled, except upon thirty (30) days prior written notice to the City.

##### 7.2 Damage and Destruction.

If, prior to the payment in full of the I.D.A.G. Loan Note, the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the Developer shall give written notice of any such damage or destruction to the City. The City, may, at its option, subject to the rights of the Senior Lender and is hereby authorized to, adjust and collect any insurance proceeds and (a) apply such proceeds against (i) the expense incurred in adjusting and collecting such insurance proceeds and (ii) the indebtedness of the I.D.A.G. Loan or (b) apply the insurance proceeds to reimburse the Developer for the cost of restoring, repairing, replacing or rebuilding the Project. Notwithstanding the foregoing, if the Developer wishes to utilize the insurance proceeds for reconstruction of the Project and

such insurance proceeds, together with any Developer's contributions, are sufficient to complete such reconstruction, the City shall permit the use of the insurance proceeds for reconstruction.

#### 7.3 Condemnation and Eminent Domain.

Subject to the rights of the Senior Lender, any and all awards made by any governmental or lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of the Site or the Project, whether temporarily or permanently, are hereby assigned by the Developer to the City and the City is hereby authorized to give appropriate receipts and acquittances therefor. After deducting from such award for such taking all of its expenses incurred in the collection and administration of the award, including attorney's fees, the City shall be entitled to apply the net proceeds toward repayment of such portion of the indebtedness evidenced by the I.D.A.G. Loan Note as it deems appropriate.

#### 7.4 Financial Reports.

Until maturity of the I.D.A.G. Loan Note, Developer shall deliver to the City and I.D.F.A., within one hundred twenty (120) days after the end of each fiscal year of the Developer, a balance sheet certified by the Developer as to accuracy, and a statement of an independent certified public accountant certifying: operating income and receipts; operating expenses and net annual cash flow resulting from the operation of the Project.

#### 7.5 Survival of Covenants.

Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the loan closings or earlier termination of this Agreement, shall survive such closing or termination.

#### 7.6 No Third Party Beneficiaries.

This Agreement shall be only for the benefit of the Developer and no other person or party may claim any benefit of the provisions hereof.

#### 7.7 No Waiver by Delay.

Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

#### 7.8 Time is of Essence.

Time is of the essence of this Agreement.

#### 7.9 Liens.

The Site and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for the I.D.A.G. Loan Security Documents and other Permitted Encumbrances, as defined in this Agreement. Notwithstanding the foregoing, Developer, with notice to the City, may contest in good faith the validity of any mechanic's or materialman's lien, provided Developer shall first post a bond in an amount not less than one hundred twenty-five percent (125%) of the amount of the claim and provided further that Developer diligently prosecutes the claim and causes the removal of such lien.

#### 7.10 Payment of Taxes and Assessments.

Developer shall pay all taxes, assessments, water charges, sewer charges and the like when due and before any penalty attaches and provide the City on an annual basis within the time period specified in Section 7.4, with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, Developer may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, and provided that the Developer need not pay such taxes, assessments and charges if during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

#### 7.11 Books and Records.

Developer shall keep and maintain separate, complete, accurate and detailed books and records relating to the I.D.A.G. Loan and the development and operation of the Project. Developer will allow the City or I.D.F.A. or their authorized representative, upon reasonable notice, access at any time during normal business hours to the books and records kept by or on behalf of Developer in connection with the I.D.A.G. Loan or the construction and operation of the Project and to make copies of any documents or instruments relating to the Project.

#### 7.12 Indemnification.

Developer shall indemnify and hold harmless the City from any loss, cost, expense or liability arising due to any claim or cause of action for injury or damage to persons or Site brought by third parties arising out of the construction or operation of the Project by Developer, except for City's negligence or wilful misconduct.

#### 7.13 Assignability and Transfer.

Developer, its members, partners, beneficiaries or shareholders shall not assign, transfer or convey all or any of its interest in which transfer or assignment results in a change of control over Developer or creates any conflict of interest under or otherwise violates any state, federal or local law, ordinance, regulation or ruling, nor assign, lease (for a period in excess of one year), transfer or convey any right, title or interest in the Site without the prior written consent of the City being first obtained. Prohibited transfers shall include, but are not limited to permitting other persons to obtain an interest in Developer. Unless otherwise agreed to in writing, no assignment, lease, transfer or

conveyance, whether or not consented to by the City, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Site, the Developer, or this Agreement, whether or not consented to by the City, shall hold such interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this section, unless such a transfer would violate any state, federal or local law, ordinance, regulation or ruling.

#### 7.14 Completion of Project.

The Developer shall Complete the Project in a timely manner, recognizing that I.D.F.A., in selecting the City for the award of the I.D.A.G., relied in material part upon the assured Completion of the Project.

#### 7.15 Projected Jobs.

Developer shall use its best efforts to create or cause to be created by \_\_\_\_\_, 1989, 3.5 new, permanent jobs and by \_\_\_\_\_, 1988, 15--20 temporary, construction jobs relative to the Project, of which thirty-seven percent (37%) shall be for "low and moderate income" persons (as defined in the I.D.A.G. Regulations) and fifty-one percent (51%) shall be for Minorities. Developer shall provide the City with quarterly reports commencing on July 1, 1988 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by Minorities and low and moderate income persons.

#### 7.16 Access to Site.

The City and I.D.F.A. and their authorized agents or representatives shall, upon reasonable notice and during normal business hours, have access to the Site and the Project for the purpose of inspecting same.

#### 7.17 No Rights of Developer Under I.D.A.G. Agreements.

Developer acknowledges that the making of the I.D.A.G. Loan by the City pursuant to this Agreement and the transfer of I.D.A.G. funds to the Developer shall not be deemed an assignment of the I.D.A.G. Agreement or such I.D.A.G. funds to Developer and Developer shall neither succeed to any rights, benefits or advantages of the City under the I.D.A.G. Agreement, nor attain any rights, privileges, authorities or interests thereunder.

#### 7.18 Conflict of Interest.

The Developer hereby covenants, represents and warrants that:

No person holding any office of the City, either by election or appointment under the laws or constitution of the State of Illinois, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any Work relating to the Project in the

making or letting of which such officer has been called upon to act or vote. No such officer represents, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or Work relating to the Project in regard to which such officer has been called upon to vote. Nor has any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

#### 7.19 Equal Employment Opportunity.

Developer agrees that in connection with the construction and operation of the Project:

(1) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if Minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform work at the Project, it will determine the availability (in accordance with the rules and regulations of the Illinois Human Rights Department) of Minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that Minorities and women are not underutilized.

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

(4) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of obligations required under the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department. If any such labor organization or representative fails or refuses to cooperate in efforts to comply with the Illinois Human Rights Act and said rules and regulations, it will promptly so notify said Department and I.D.F.A. and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) It will submit reports as required by the rules and regulations of the Illinois Human Rights Department, furnish all relevant information as may from time to time be requested by said Department or by I.D.F.A., and in all respects comply with the Illinois Human Rights Act and said rules and regulations.

(6) It will permit access upon reasonable notice and during normal business hours, to all relevant books, records, accounts and the Site by personnel of I.D.F.A. and the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the



Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(7) From the date of execution of this Agreement, it will include verbatim or by reference the provisions of this Section 7.19 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractor.

(8) It will not utilize any contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(9) It will use its best efforts to comply with an affirmative action plan entered into between the City through the Department of Housing and the Developer.

#### 8. Conditions Precedent To Loan Closings.

The parties hereto acknowledge and agree that the obligation of the City to make the I.D.A.G. Loan contemplated by this Agreement is expressly conditioned upon performance by the Developer of each of the following conditions:

##### 8.1 Compliance with Laws.

Developer shall have obtained and shall furnish to the City (a) copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, environmental protection permits, water and storm sewer tie-in permits) necessary to commence construction of the Project and (b) evidence satisfactory to the City of the availability of all necessary utilities required for the Project.

##### 8.2 Financial Statements.

Developer shall furnish to the City current financial statements of Developer satisfactory to the City.

##### 8.3 No Material Change.

There shall have occurred no material change in the composition or financial condition of Developer or, at the discretion of the City, in the feasibility of the Project.

##### 8.4 Accuracy of Representations.

None of the representations and warranties of the Developer made in this Agreement shall prove to be false or materially inaccurate or misleading.

##### 8.5 Covenants.

Developer shall have performed each and every covenant and agreement required to be performed prior to the disbursement of the I.D.A.G. Loan.

#### 9. Events Of Default And Remedies.

### 9.1 Events of Default.

The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Agreement:

(a) failure of the Developer to pay any installment of interest on or the principal of the I.D.A.G. Loan Note in accordance with its terms, within five (5) days after the due date thereof, whether at maturity or by acceleration or of a default of any obligation to the Senior Lender ("Monetary Events of Default"); or

(b) failure of Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, the Regulatory Agreement or the I.D.A.G. Loan Security Documents within the applicable cure periods, if any; or

(c) failure to comply with the commencement and completion dates for the construction of the Project set forth in Section 5.2, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

(d) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue or inaccurate in any material respect as of the date of issuance or making thereof; or

(e) if default, not contested in good faith, shall occur by the Developer under any construction contract; or

(f) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or

(g) if Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver; or

(h) if a trustee, custodian or receiver is appointed for or for the major part of its Site and is not discharged within seventy-five (75) days after such appointment; or

(i) if proceedings for dissolution or liquidation of the are commenced and are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such commencement; or

(j) if the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Site or any part thereof, or attempt to effect any of the foregoing, provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by the Developer, with machinery or equipment of like kind or value, whether or not such machinery or equipment is deemed a fixture

under the applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default; or

(k) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer, and if instituted are allowed or are consented to or are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such institution.

Events of Default (Section 9, 9.1, (b) - (k) shall be known as "Non-Monetary Events of Default".

#### 9.2 Remedies Following Event of Default.

Subject to the rights of the Senior Lender if an Event of Default shall have occurred, and shall continue for 10 or 60 days, respectively, from receipt of notice thereof (deemed to be 3 days after City has placed said notice in the United States Mails, addressed to Borrower a copy to the Senior Lender, first class postage, certified, return receipt requested, all prepaid), Borrower has not cured said default(s), (the "Cure Period"), then the City shall have the right to exercise the remedies provided herein; provided, however, that in the event a non-monetary default cannot reasonably be cured within the aforesaid 60 day period, and if Borrower has commenced efforts to cure, then the time to cure such non-monetary default shall be extended so long as Borrower diligently continues to cure such default; provided further, that in the case of a default under the Developer's obligations to the Senior Lender, the cure period granted therein shall be the Cure Period under this Note.

(a) The City may by written notice to the Developer, declare the entire balance of the unpaid principal under the I.D.A.G. Loan Note to be due and payable immediately, and upon any such declaration, the principal of the I.D.A.G. Loan Note shall become and be immediately due and payable.

(b) The City, with or without entry onto the Site, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the note evidencing the I.D.A.G. Loan or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure or sale (including, without limitation, the rights and remedies of a secured party under the Illinois Uniform Commercial Code) or for the enforcement of any other appropriate legal or equitable remedy, available under the I.D.A.G. Loan Security Documents.

#### 9.3 Foreclosure and Sale of Site.

Subject to the rights of the Senior Lender in the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the Site subject to the lien of the I.D.A.G. Loan Security Documents may be sold at one or more sale or in one parcel or as an entirety, or in separate parcels or lots, as the City may determine.

#### 9.4 Remedies Cumulative.

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

#### 9.5 Delay or Omission Not a Waiver.

No delay or omission of the City to exercise any right or power accruing upon any Event or Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

#### 9.6 Waiver of Extension, Valuation, and Appraisal Laws.

To the extent permitted by law, the Developer agrees, during the continuance of any Event of Default hereunder, not to insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Site subject to the I.D.A.G. Loan Security Documents or any part thereof; nor after any judicial sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the Site so sold or any part thereof; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City.

#### 9.7 Agreement Subject to Provisions of Law.

All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

### 10. Miscellaneous.

#### 10.1 Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent, except as provided below, by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If To The City:	Commissioner, Department of Housing 318 South Michigan Avenue Chicago, Illinois 60604
With A Copy To:	Corporation Counsel City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602
If To The Developer:	Westtown Housing Alternatives 2150 West North Avenue Chicago, Illinois 60647 Attn: Paul Wagler
With A Copy To:	Bell, Boyd and Lloyd Three First National Plaza Suite 3200 Chicago, Illinois 60602 Attn: Paul Metzger, Esq.
If To The Senior Lender:	United States Department of Housing and Urban Development

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Any mailed Notice shall be deemed delivered three (3) business days after the mailing thereof. Any Notice which may be made upon twenty-four (24) hours notice shall be delivered by messenger addressed to the party to be so notified and shall be deemed to be delivered only upon receipt thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

#### 10.2 Waiver.

The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

#### 10.3 Captions.

The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

#### 10.4 Case.

Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

#### 10.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

#### 10.6 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content reasonably satisfactory to the City.

#### 10.7 Further Assurances.

Developer agrees that at any time and from time to time, upon written request and reasonable notice of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to perfect the interest of the City in any of the security described herein or to enable the City to comply with the terms of the I.D.A.G. Agreement or the I.D.A.G. Regulations or any other federal or state law or regulation.

#### 10.8 Entire Agreement; Amendments.

This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

#### 10.9 City's Warranty.

The City represents and warrants to Developer that the execution of this Agreement by the City is duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms.

#### 10.10 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

#### 10.11 Term.

This Agreement shall be and remain in full force and effect until the full payment of the I.D.A.G. Loan, except that the obligations of the Developer under an affirmative action plan entered into between the City, through the Department of Housing and the Developer, which shall continue for the period set forth therein.

In Witness Whereof, the parties hereto have executed this Agreement on the date hereinabove first mentioned.

[Signature forms omitted for printing purposes].

Exhibits A, B and C attached to this agreement read as follows:

Exhibit "A".

Legal Description Of Site:

Permanent Real Estate Index Numbers:

Common Address:

Exhibit "B".

Description Of Project.

Acquisition of Site and rehabilitation of 32 rental apartments all of which will be reserved for lower-income tenants.

Exhibit "C".

Project Budget; Sources and Uses of Funds.

Sources of Funds

1.	I.D.A.G.	\$535,082
2.	Benton	1,350,200
3.	H.D.G.	<u>285,082</u>
		\$2,170,364

Use of Funds	I.D.A.G.	Source Private	Total
Architect, Engineer, and Others Fees	0	91,500	91,500
Site Acquisition		176,000	176,000
Building Construction	535,082	879,918	1,415,000
Costs During Construction		321,833	321,833
Fee and Charges of Other Participants	0	166,031	166,031
	<u>535,082</u>	<u>1,635,282</u>	<u>2,170,364</u>

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DESIGNATION OF DEPOSITORIES FOR CITY OF CHICAGO  
AND BOARD OF EDUCATION FUNDS FOR  
YEAR 1988.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, designating depositories for City of Chicago and Board of Education funds for the year 1988.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Gutierrez, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Eisendrath, Hansen, Shiller, Osterman, Orr -- 28.

*Nays* -- Aldermen Huels, Fary, Madrzyk, Kellam, Sheahan, Krystyniak, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Levar, Schulter, Stone -- 17.

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

The following is said ordinance as passed:

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



SECTION 1. That pursuant to an advertisement required by the Municipal Code of the City of Chicago, the following federally insured national and state banks and savings and loan associations located in the City of Chicago have submitted proposals for the payment of interest on the monies of the City of Chicago and Chicago Board of Education in Fiscal Year 1988, and that each financial institution has satisfactorily filed with the City Comptroller the information required by Chapters 7-33, 7-34, 7-34.1 and 7-34.2, of the Municipal Code of the City of Chicago:

Albany Bank & Trust Company

Amalgamated Trust & Savings Bank

American National Bank & Trust Company

Chicago Bank of Commerce

Chicago City Bank & Trust Company

Chicago-Tokyo Bank

Cole Taylor Bank/Drovers

Cole Taylor Bank/Ford City

Colonial Bank & Trust Company

Continental Illinois National Bank & Trust

East Side Bank & Trust Company

Exchange National Bank of Chicago

First Commercial Bank

First National Bank of Chicago

Harris Trust & Savings Bank

Highland Community Bank

Hyde Park Bank & Trust Company

Independence Bank of Chicago

Lakeside Bank

LaSalle National Bank

NBD Chicago Bank (USAmeribanc)

Seaway National Bank of Chicago

South Chicago Savings Bank

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositories for City of Chicago and Chicago Board of Education monies for Fiscal Year 1988 and the City Treasurer may deposit monies received by him in any of these institutions in accordance with Chapters 7-35, 7-36 and 7-37 of the Municipal Code of Chicago.

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

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

The Committee on Finance, to which had been referred (September 23, October 28, December 9, 16 and 23, 1987, January 13, 27, February 10, 25, March 30, April 13, 20 and 27, 1988) sundry proposed ordinances and proposed orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of existing water rates and waiver of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

FREE PERMITS.

*Catholic Archdiocese Of Chicago/Saint  
Margaret Mary Church.*

*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 Archdiocese of Chicago/Saint Margaret Mary Church, 2324 West Chase Avenue, for the construction of an assembly hall and two driveways on the premises known as 7341 North Claremont Avenue.

Said building 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.

---

*The Second Unitarian Church.*

*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 Second Unitarian Church, for remodeling and new construction on the masonry church structure, on the premises known as 656 West Barry Avenue.

Said building 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.

## LICENSE FEE EXEMPTIONS

*Public Place Of Amusement.*

*Randolph Street Gallery Corporation.*

*Ordered,* That the City Comptroller is hereby authorized and directed to exempt the Randolph Street Gallery Corporation, 756 North Milwaukee Avenue from the payment of the 1988 public place of amusement license fee.

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*Day Care Centers.*

*Action Community Coalition 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:

Action Community Coalition Day Care Center  
5251 West North Avenue.

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

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*Ashland Center/Marcy-Newberry Association, 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:

Ashland Center  
Marcy-Newberry Association, Incorporated  
1440 South Ashland Avenue.

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

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*Babes In Toyland Day Care And Kindergarten.*

*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:

Babes in Toyland Day Care and Kindergarten  
2419--2421 East 75th Street.

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

---

*Bernard Horwich Jewish Community Center 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:

Bernard Horwich Jewish Community Center Day Care  
3003 West Touhy Avenue.

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

---

*The Beverly Montessori 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:

The Beverly Montessori School  
9916 South Walden Parkway.

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

---

*Centers For New Horizons.*

*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:

Centers for New Horizons  
Stateway Gardens--3500 South State Street.

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

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*Center For Successful Child Development/Saint Paul  
Head Start.*

*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:

C.S.C.D./Saint Paul Head Start  
4644 South Dearborn Street.

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

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*Chatham Preschool 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:

Chatham Preschool Center  
741 East 84th Street.

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

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*Chicago Child Care Society.*

*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:

Chicago Child Care Society  
5467 South University Avenue.

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

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*Christopher House Settlement.*

*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:

Christopher House Settlement  
850 West Eastwood Avenue.

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



*Duncan Young Mens Christian Association.*

*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, 1988:

Duncan Y.M.C.A.  
1001 West Roosevelt Road.

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

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*Erie House Neighborhood House 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:

Erie House Neighborhood House Day Care Center  
1347 West Erie Street.

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

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*Florence G. Heller Jewish Community 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:

Florence G. Heller Jewish Community Center  
542 West Melrose Street.

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

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*Good Shepherd Lutheran 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:

Good Shepherd Lutheran Church  
4200 West 62nd Street.

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

---

*Grace Church Preschool And 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:

Grace Church Preschool and Day Care Center  
5954 South Albany Avenue.

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

---

*Hyde Park Union Church 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:

Hyde Park Union Church Nursery School  
5600 South Woodlawn Avenue.

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

---

*Kingdom 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:

Kingdom Day Care Center  
301 North Central Avenue.

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

*Korean American Community Services 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, that is not operated for gain but where a charge is made for the care of children shall be exempted from payment of the day care center license fee for the year 1989:

Korean American Community Services Day Care Center  
4300 North California Avenue.

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

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*Maranatha Youth Ministries, Incorporated, 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:

Maranatha Youth Ministries, Incorporated, Day Care Center  
1631 East 71st Street.

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

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*Marillac House.*

*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:

Marillac House  
2822 West Jackson Boulevard.

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

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*Day Care Center.*

*Mary Crane League Nursery School, Family And 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:

Mary Crane League Nursery School, Family and Day Care Center  
2905 North Leavitt Street.

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

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*Michael Reese Preschool.*

*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:

Michael Reese Preschool  
2800 South Ellis Avenue.

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

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*Moody Church Early Childhood 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:

Moody Church Early Childhood Center  
1609 North LaSalle Street.

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

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*Northwest Baptist Church 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:

Northwest Baptist Church Day Care Center  
6015 North Francisco Avenue.

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

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*Parkway Day Care Center/Hull House Association.*

*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:

Parkway Day Care Center/Hull House Association  
500 East 57th Street.

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

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*Park West 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:

Park West Nursery School  
2335 North Orchard Street.

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

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*Ravenswood Baptist 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:

Ravenswood Baptist Church  
4455 North Seeley Avenue.

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

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*Resurrection Hospital.*

*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 Hospital  
Day Care Center--Class I  
7435 West Talcott Avenue.



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

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*Resurrection Hospital.*

*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 Hospital  
Day Care Center--Class II  
7435 West Talcott Avenue.

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

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*Rockwell Gardens 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:

Rockwell Gardens Day Care  
150 South Western Avenue.

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

*Saint Martin 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:

St. Martin Day Care Center  
5704 West Midway Park.

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

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*Saint Paul's Ohio 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:

St. Paul's Ohio Lutheran Day Care Center  
5035 West Ohio Street.

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

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*Salvation Army/Brainard Community Center  
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:

Salvation Army/Brainard Community Center Day Care Center--Class I  
1501 West 87th Street.

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

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*South Chicago Young Men's Christian  
Association 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 Chicago Y.M.C.A. Day Care Center  
3039 East 91st Street.

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

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*South Shore Community Church  
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 Community Church Day Care Center  
7401 South Yates Boulevard.

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

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*Topsy Turby Nursery-Kindergarten, 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:

Topsy Turby Nursery-Kindergarten, Incorporated  
725 East 75th Street.

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

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*Two Family Life Infant 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:

Two Family Life Infant Day Care Center  
1447 East 65th Street.

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

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*Uptown Family Care West.*

*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:

Uptown Family Care West  
4520 North Beacon Street.

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

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*Uptown 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:

Uptown Lutheran Day Care  
5030 North Marine Drive.

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

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*Vera Thomas Preschool.*

*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:

Vera Thomas Preschool  
6450 South Cottage Grove Avenue.

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

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*Virginia Frank Child Development Center/  
Jewish Family And Community Service.*

*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:

Virginia Frank Child Development Center/  
Jewish Family and Community Service  
3033 West Touhy Avenue.

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

*Washington Park South Early Childhood Learning 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:

Washington Park South Early Childhood Learning Center  
6225 South Wabash Avenue.

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

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*Woodlawn African Methodist Episcopal Church  
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:

Woodlawn A.M.E. Church Day Care Center  
6456 South Evans Avenue.

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

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*Woodlawn Early Childhood Development 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:

Woodlawn Early Childhood Development Center  
950 East 61st Street.

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

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*Young Men's Jewish Council.*

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel collection of the 1988 license fee charged to Young Men's Jewish Council, 957 West Grace Street.

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*Dispensary.*

*Sidney Hillman Health Center Of Chicago.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Sidney Hillman Health Center of Chicago (Chicago and Central States Joint Board Amalgamated Clothing and Textile Workers Union), 333 South Ashland Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1988.

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



*Food Dispensers.*

*Bethany Hospital.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Bethany Hospital, 3435 West Van Buren Street, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1987.

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

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*Humboldt Park Family Health Center.*

*Ordered,* That the Department of Revenue is hereby authorized and directed to issue free of charge to the Humboldt Park Family Health Center, 2750 West North Avenue, food dispensary license for the year 1988.

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*Illinois Institute Of Technology.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Illinois Institute of Technology, 3000 South Federal Street, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1988.

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

*Lower North Day Care/Chicago Youth Centers.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following institution is hereby exempted from the payment of the annual food dispenser Class I license fee, for the year 1988:

Lower North Day Care  
Chicago Youth Centers  
1000 North Sedgwick Street.

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

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*Northwestern Memorial Hospital.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following institution is hereby exempted from the payment of the annual food dispenser Class II license fee, for the year 1988:

Northwestern Memorial Hospital  
250 East Superior Street.

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

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*Saint Mary Of Nazareth Hospital.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the St. Mary of Nazareth Hospital, 2233 West Division Street, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1988.

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

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*The Salvation Army Illinois Company.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, The Salvation Army Illinois Company, 1025 West Sunnyside Avenue, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1988.

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

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*South Shore Hospital.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following institution is hereby exempted from the payment of the annual food dispenser Class I license fee, for the year 1988:

South Shore Hospital  
8001 South Luella Avenue.

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

*South Shore Hospital Corporation.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable inspection by the Board of Health, the following institution is exempted from payment of the 1988 food dispenser Class I (retail) license fee for the year 1988:

South Shore Hospital Corporation  
8015 South Luella Avenue.

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

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*Food Purveyors.*

*John F. Kennedy Medical Center.*

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

SECTION 1. Pursuant to Section 130-2.3 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the food purveyor Class I license fee for the year 1988:

John F. Kennedy Medical Center  
5645 West Addison Street.

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

*Loretto Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of permit fee for Loretto Hospital's food purveyor:

Loretto Hospital  
645 South Central Avenue.

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

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*Rush-Presbyterian-Saint Luke's Medical Center.*

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

SECTION 1. Pursuant to Section 130-2.3 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Rush- Presbyterian-St. Luke's Medical Center, 6130 North Sheridan Road, is hereby exempted from payment of the annual food purveyor license fee, Class I, for the year 1988.

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

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*South Shore Hospital  
(8001 South Luella Avenue).*

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

SECTION 1. Pursuant to Section 130-2.3 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following institution is hereby exempted from the payment of the annual food purveyor retail Class I license fee for the year 1988:

South Shore Hospital  
8001 South Luella Avenue.

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

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*South Shore Hospital  
(8012 South Crandon Avenue).*

*Ordered,* That the Department of Revenue is hereby authorized and directed to issue free of charge to the South Shore Hospital, 8012 South Crandon Avenue, food purveyor retail license for the year 1988.

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*South Shore Hospital Corporation.*

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

SECTION 1. Pursuant to Section 130-2.3 of the Municipal Code of Chicago and in accordance with a favorable inspection by the Board of Health, the following institution is hereby exempted from the payment of the annual food purveyor Class I license fee for the year 1988:

South Shore Hospital Corporation  
8015 South Luella Avenue.

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

*Homes.*

*Ada S. McKinley Community Services.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Ada S. McKinley Community Services, 330 East 24th Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1988.

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

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*Covenant Home Of Chicago.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Covenant Home of Chicago, 2725 West Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1988.

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

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*El Valor Corporation.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the El Valor Corporation, 1850 West 21st Street, is hereby exempted from payment of the annual license fee for the year 1987.

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

*Shelter Care Homes.*

*McKinley Danforth House.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Sheltered Care Home/McKinley Danforth House, 4540 South Michigan Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

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*McKinley Moore House.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Sheltered Care Home (McKinley Moore House), 9135 South Brandon Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

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*Miscellaneous.*

*Randolph Street Gallery Corporation.*

*Ordered,* That the City Comptroller is hereby authorized and directed to exempt the Randolph Street Gallery Corporation, 756 North Milwaukee Avenue from the payment of the 1988 general business license fee.



*Saint Joseph Hospital And Health Care Center.*

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

SECTION 1. Pursuant to Section 101-1 of the Municipal Code of Chicago and upon favorable investigation by the Board of Health, the following institution is hereby exempted from the payment of the retail gift shop license fee, for the year 1988:

Saint Joseph Hospital and Health Care Center  
2900 North Lake Shore Drive.

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

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CANCELLATION OF EXISTING WATER RATES.

*Congregation Chevro Kadisho Machzikal Hadas.*

*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 \$109.81 for the period of December 4, 1986 to October 28, 1987, charged to the Congregation Chevro Kadisho Machzikal Hadas, 2040 West Devon Avenue (Account No. 8-3308-00-4826-9).

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

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*Northwest Home For The Aged.*

*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 \$15,242.88, charged to the Northwest Home for the Aged, 6300 North California Avenue.

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

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WAIVER OF FEE.

*Heiwa Terrace Cafeteria.*

*Ordered,* That the City Comptroller is hereby authorized and directed to waive collection of (1988) Class 2 food dispenser license fee, charged to Heiwa Terrace Cafeteria, 920 West Lawrence Avenue.

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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 April 27, 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
Catholic Theological Union (various locations)	A1-800677	\$60.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	A1-800775 (Elev.)	\$60.00
Louis A. Weiss Memorial Hospital (various locations)	A1-800928	99.00
	A1-801125 (Elev.)	60.00
	P1-412772 (Fuel Burn. Equip.)	838.00
Lutheran General Hospital of Lincoln Park 411 West Dickens Avenue	F2-800009 (Fire Alarm Box)	10.00

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, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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INSTALLATION OF TWO STREET LIGHTS AT 1100  
AND 1101 WEST MONTROSE AVENUE.

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

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of two street lights at 1100 West Montrose Avenue and 1101 West Montrose Avenue, respectively.

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, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 12948 through 12949 of this Journal.]

and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or 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 expenses, then in that event the City shall be reimbursed by 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 expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party order printed on page 12947 of this Journal.]

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*Placed On File* -- REPORT OF SETTLEMENTS OF SUITS  
AGAINST CITY DURING MONTH OF  
FEBRUARY, 1988.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of February, 1988.

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

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/11/88

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BASKERVILLE	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	11/19/85	122.25
BAJER	POLICE OFFICER	SEVENTEENTH DISTRICT	9/28/87	69.00
COLONNA	POLICE OFFICER	ELEVENTH DISTRICT	9/27/87	145.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	23869.60
DEFRANCE	POLICE OFFICER	NINETEENTH DISTRICT	11/17/87	337.50
DOHERTY	POLICE OFFICER	SEVENTH DISTRICT	11/16/87	145.00
DOWNES	POLICE OFFICER	FIFTH DISTRICT	9/24/87	345.00
FLIGELMAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/16/87	243.00
GIERUT	POLICE OFFICER	AUTO THEFT SECTION	11/10/87	1940.00
HORNOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	6/03/84	1178.00
HOUGSEN	POLICE OFFICER	SEVENTEENTH DISTRICT	11/20/87	391.75
HOWARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/23/87	67.89
HUDSON	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	3/29/83	12698.71
JOSEPHS	POLICE OFFICER	CANINE UNIT	11/29/87	713.50
KEATING	POLICE OFFICER	EIGHTH DISTRICT	10/24/87	300.00
KITKOWSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/10/87	379.50
LIVERGOOD	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/87	3231.50
MARRELLO	POLICE OFFICER	SEVENTEENTH DISTRICT	11/21/87	833.75
MARTINI	POLICE OFFICER	INTELLIGENCE SECTION	11/30/87	194.00
MASALSKI	POLICE OFFICER	ELEVENTH DISTRICT	11/02/87	1277.59
MORRS	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/87	652.25
MOSQUEDA	POLICE OFFICER	YOUTH DIVISION AREA ONE	11/02/87	235.00
NATHANIEL	POLICE OFFICER	TWENTIETH DISTRICT	11/10/87	557.00
OKON	POLICE OFFICER	SEVENTH DISTRICT	11/07/87	190.00
ORLOWSKI	POLICE OFFICER	YOUTH DIVISION AREA TWO	1/28/87	30.00
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/13/87	111.00
PALADINO	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	36894.50
ROUSE	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	6/20/86	40.00
SINENI	POLICE OFFICER	SIXTH DISTRICT	10/04/87	30.00
TAYLOR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	588.00
ULDRYCH	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/87	40.50
WHITTERS	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	91.00
FURDY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/05/87	45.00
	LIEUTENANT	FIRE SUPPRESSION & RESCUE DEPU	9/11/86	453.00

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/11/88

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDREWS	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/11/86	88.00
ARENS	POLICE OFFICER	FIFTEENTH DISTRICT	9/21/87	180.00
BORKE	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/17/87	245.00
BRENNER	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/87	150.00
CORBOY	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/21/87	426.50
CREEDON	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/03/85	1794.00
CROSBY	POLICE OFFICER	ELEVENTH DISTRICT	8/09/86	208.50
DEANGELES	POLICE OFFICER	YOUTH DIVISION AREA THREE	7/13/87	25.00
DONATO	POLICE OFFICER	TRAFFIC COURT SECTION	5/05/87	74.00
DORRIS	POLICE OFFICER	EIGHTH DISTRICT	11/16/87	157.00
DOWDELL	POLICE OFFICER	CENTRAL DETENTION SECTION	11/09/87	167.90
GALLWAY -ERISKY	POLICE OFFICER	SEVENTH DISTRICT	11/15/86	765.00
GONZALES	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	11/09/87	1977.00
GONZALEZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/06/86	35.00
GRIVETTI	POLICE OFFICER	ELEVENTH DISTRICT	11/06/87	188.50
GRUARK	POLICE OFFICER	SECOND DISTRICT	1/04/86	70.00
GURRUD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/02/87	385.75
HARRIS	POLICE OFFICER	EIGHTH DISTRICT	11/06/87	251.00
HART	POLICE OFFICER	SIXTEENTH DISTRICT	11/01/87	712.54
HAUGH	POLICE OFFICER	RECRUIT TRAINING	11/04/87	211.00
HEELAN	POLICE OFFICER	FIFTEENTH DISTRICT	11/13/87	661.50
HODGENSEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/26/87	70.00
JACOBS	POLICE OFFICER	TWELFTH DISTRICT	11/17/87	343.00
JAGUSTEWSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/11/87	234.89
JOHNSON	POLICE OFFICER	SEVENTH DISTRICT	11/05/87	72.00
JONES	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	253.70
KODATT	POLICE OFFICER	MARINE UNIT	11/17/87	345.50
KRAK	POLICE OFFICER	SEVENTH DISTRICT	11/09/87	752.20
LADOW	POLICE OFFICER	FIFTEENTH DISTRICT	11/27/87	607.00
LIPMAN	POLICE OFFICER	ELEVENTH DISTRICT	11/17/87	247.50
MACMILLAN	POLICE OFFICER	TENTH DISTRICT	11/29/87	622.00
MACMILLAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/04/87	377.30
MCCLUNY	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/11/87	329.00
MCDONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/87	748.39
MCKENRICK	POLICE OFFICER	FOURTH DISTRICT	11/05/87	957.00
MEDICI	POLICE OFFICER	RECRUIT TRAINING	11/07/86	300.00
MERULA	POLICE OFFICER	SIXTEENTH DISTRICT	11/23/87	334.88
MIRKES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/19/87	281.44
MIZERA	POLICE OFFICER	EIGHTH DISTRICT	9/01/87	3346.45
MOORE JR	POLICE OFFICER	TENTH DISTRICT	11/21/87	400.50
MURRAY	POLICE OFFICER	FOURTH DISTRICT	11/05/87	672.00
NOBNIK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/25/85	150.00
NOBNIK	POLICE OFFICER	ELEVENTH DISTRICT	11/11/87	295.50
NOBNIK	POLICE OFFICER	SEVENTH DISTRICT	11/09/87	435.00
NOBNIK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/28/87	14.00
NOBNIK	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/25/87	796.59
NOBNIK	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/86	122.50
NOBNIK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/05/87	20.00
PASCUDA	POLICE OFFICER	ELEVENTH DISTRICT	9/13/87	245.29

5/11/88

## REPORTS OF COMMITTEES

12949

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/11/88

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PEREZ	JOSE S	POLICE OFFICER	11/15/87	5854.35
PERZANOWSKI	FRANK J	POLICE OFFICER	11/20/87	105.05
PETRUZZI	JOSEPH	POLICE OFFICER	11/16/83	90.00
FILLOWS-DUKALL	BARBARA S	POLICE OFFICER	9/22/86	156.80
POE	CHARLES	POLICE OFFICER	8/31/87	378.00
PRZYBYLSKI	SUZANNE M	POLICE OFFICER	11/05/87	17.00
QUALLS	TYRONE	POLICE OFFICER	8/13/87	491.10
REGAN	PHILIP	POLICE OFFICER	6/08/85	203.00
RENAULT-WOERNER	JANINE	POLICE OFFICER	10/31/87	94.00
ROURKE	CORNELIUS	POLICE OFFICER	10/23/87	9672.60
RUBIN	HARVEY R	POLICE OFFICER	11/30/87	87.50
SACCO	WILLIAM F	POLICE OFFICER	8/26/85	177.50
SANDERS	MARK R	POLICE OFFICER	6/27/87	5611.00
SHADER	ROSEMARY	POLICE OFFICER	8/26/87	75.00
SHINNERS	RICHARD J	POLICE OFFICER	11/20/87	121.00
SIMMONS	RONALD	POLICE OFFICER	11/23/87	73.25
SKOREK	FRANK W	POLICE OFFICER	11/10/87	201.00
SPEAKES	HARRISON	POLICE OFFICER	11/26/87	91.80
STACK	JOSEPH J	POLICE OFFICER	5/19/82	115.00
TAYLOR	JAMES R	POLICE OFFICER	11/05/87	55.40
TAYLOR	ROBERT E	POLICE OFFICER	3/14/84	244.80
VALENTI	JOHN J	POLICE OFFICER	11/11/87	126.50
VANARDEL	LAWRENCE E	POLICE OFFICER	10/19/85	30.90
BLANCO	CESAR	CAPTAIN	7/21/87	1139.50
ROMBERGER	THOMAS	LIEUTENANT	10/27/85	21076.09
CALE	PAUL	LIEUTENANT	1/09/87	2116.80
CIARA	PATRICIA	PARAMEDIC	11/09/87	85.00
DOWNEY	WILLIAM	FIREFIGHTER	8/21/87	1348.20
HARPER	RUSSELL	FIREFIGHTER	9/05/87	2204.40
JOYCE	RONALD	FIREFIGHTER	10/09/74	325.00
LIND	JAMES	FIREFIGHTER	9/18/61	11.50
MCNAMARA	THOMAS	FIREFIGHTER	3/20/71	3830.47
MORENO	JOSE	FIREFIGHTER	6/17/87	250.00
SMITH	RAYMOND	FIREFIGHTER	11/03/87	74.00
STEWART	JESSE F	CAPTAIN	2/03/85	826.05
TEBBENS	GEORGE	CAPTAIN	1/05/87	2023.22



*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
25, SECTION 25.1-5(12) BY WITHHOLDING DISCIPLINARY  
MEASURES FOR WARRANTED EMPLOYEE  
ABSENTEEISM.

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

CHICAGO, May 11, 1988.

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

Your Committee on Finance having had the same under consideration an ordinance from Alderman Shaw amending Chapter 25.1-5(12) of the Municipal Code of the City of Chicago concerning disciplinary measures resulting from employee absence 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 25.1-5 of the Municipal Code of Chicago is hereby amended by adding to subsection (12) thereunder specified language in italics below and the paragraph thereafter:

25.1-5. The Commissioner of Personnel shall issue personnel rules.... The rules shall provide:

....

(12) For the establishment of disciplinary measures such as suspension, demotion in rank or grade or discharge. Such measures shall provide for presentation of charges, hearing rights, and appeals for all permanent employees in the career service, consistent with the requirements of due process in law. *Provided, however, that no disciplinary*

*measures shall result in the case of an employee taking duly and lawfully earned sick leave, compensatory time or vacation time.*

The Personnel Commissioner, agent of same or department head of the City of Chicago shall not ascertain or attempt to ascertain any information which is not reasonable or directly related to alleged abusive use of time.

....

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

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*Action Deferred* -- CREATION OF SPECIAL SERVICE AREA AND  
ESTABLISHMENT OF GUARANTEED HOME EQUITY  
PROGRAM FOR AREA BOUNDED BY SOUTH  
BELL AVENUE, WEST 74TH STREET,  
SOUTH CICERO AVENUE AND  
WEST 49TH STREET.

The Committee on Finance submitted the following report which was, on motion of Aldermen Banks, Krystyniak, Cullerton and Madrzyk *Deferred* and ordered published:

CHICAGO, May 11, 1988.

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

Your Committee on Finance having had under consideration a substitute ordinance concerning the creation of a Special Service Area and establishment of a "Guaranteed Home Equity Program" for an area generally bounded by Bell Avenue, 74th Street, Cicero Avenue and 49th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do not pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 21 members of the committee with 5 dissenting votes.

Respectfully submitted,  
(Signed) TIMOTHY C. EVANS,  
Chairman.

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

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

SECTION 1. A public hearing shall be held by the Chicago City Council on a date to be announced, at a neighborhood location to be announced in Chicago, Illinois, to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area Number \_\_\_\_\_ in the City of Chicago within the territory described in the Notice set forth in Section 3 hereof, sufficient to produce the revenues required to establish a Guaranteed Home Equity Program therein. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

SECTION 2. The ordinance creating the Special Service Area Number \_\_\_\_\_ for the purpose of establishing a Guaranteed Home Equity Program is set forth below in an appendix.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once not less than 15 days prior to the public hearing in the *Chicago Sun-Times*, a newspaper published in the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be substantially in the following form:

#### Notice Of Hearing

City Of Chicago Special Service Area Number \_\_\_\_\_.

Notice is hereby given that on the (date to be determined), at (time to be determined) at (neighborhood location to be determined) a hearing will be held by the City Council of the City of Chicago to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes within Special Service Area Number \_\_\_\_\_ consisting of the territory within a line beginning at the intersection of the Conrail Railway tracks and the Belt Railway tracks (near intersection of Bell and 74th Street); continuing West along the Belt Railway tracks (to a point near the intersection of 74th Street and Central Park); continuing Northwest along the Belt Railway tracks to the intersection of the Belt Railway tracks and Marquette Road; continuing West along Marquette Road to the intersection of Marquette Road and Cicero; continuing North along Cicero to the intersection of Cicero and the Belt Railway tracks (near the intersection of Cicero and 54th Street); continuing Northeast along the Belt Railway tracks (to a point near the intersection of 49th Street and Lawndale); continuing East along the Belt Railway tracks to the intersection of the Belt Railway tracks and the Conrail Railway (near

intersection of Oakley and 50th Street); continuing South along the Conrail Railway tracks to the intersection of the Conrail Railway tracks and the Belt Railway (near the intersection of Bell and 74th Street), excepting all non-residential, commercial and industrial properties within the boundaries set forth herein. An accurate map of said territory is available for public inspection.

The purpose of the formation of City of Chicago Special Service Area Number \_\_\_\_\_, in general, is to guarantee that the value of a participating residential property owner will not fall below its market value established at the time the property owner registers in the program, provided the property owner remains in the program for at least five years, keeps the property well maintained, continuously occupies the property as the owner's principal place of residence and otherwise adheres to the guidelines and procedures of the program.

At the hearing there will be considered a special tax to be levied against all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area for the provision of special services in the service area. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

All interested persons affected by the formation of City of Chicago Special Service Area Number \_\_\_\_\_, including all persons owning real estate or taxable property located within said area, will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area. Also, any such person may file with the City Clerk written objections to any issue embodied in this notice. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within 30 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy or imposition of the annual tax, no such area may be created, or tax may be levied or imposed.

Dated this (date to be determined),

City Clerk.

SECTION 4. This ordinance shall become effective immediately upon the passage thereof.

Appendix attached to this ordinance reads as follows:

*Appendix.*

*Substitute Ordinance To Create Special Service Area*

*Number \_\_\_\_\_ And Establish A*

*"Guaranteed Home Equity Program".*

*Section I.*

*Creation Of Guaranteed Home Equity Program;*

*Designation Of Special Service Area.*

There is hereby created a Guaranteed Home Equity Program on the terms and conditions set forth in this ordinance with area designated as follows, to be known hereafter as Special Service Area Number \_\_\_\_\_:

*Section II.*

*Purpose Of The Guaranteed Home Equity Program.*

The purpose of the Program is to guarantee that the value of a Member's property will not fall below its fair market value established at the time the Member registers in the Program, provided the Member remains in the Program for at least five years, keeps the property well maintained, continuously occupies the property as the Member's principal place of residence, and adheres to guidelines and procedures established by the Program. By providing such a guarantee, the Program is intended to provide relief only from specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions, nor does it provide relief from local adverse conditions caused by Physical Perils such as natural disasters or acts of God, or depreciation due to failure to maintain a Guaranteed Residence, as detailed in Section X on Exclusions. Furthermore, the Program does not provide, serve as, or replace homeowner's insurance or other conventional forms of insurance.

*Section III.**Definitions.*

The following words and phrases are defined as follows for the purposes of this ordinance:

A. "Certificate of Participation" means the duly notarized document of membership in the Program, signed by the Qualified Applicant and an authorized representative of the Governing Commission, which specifies the location and description of the Guaranteed Residence, its Guaranteed Value, the Registration Date, and has attached a Program Appraisal for the Guaranteed Residence.

B. "Community Organization" means a not-for-profit organization which has been registered with the State of Illinois for at least five years as a not-for-profit organization, which qualifies for not-for-profit status under the Internal Revenue Code 501(c)(3) or 501(c)(4), which continuously maintains an office or business located within Special Service Area Number \_\_\_\_\_ together with a current listed telephone number, and whose members reside within Special Service Area Number \_\_\_\_\_.

C. "Eligible Applicant" means a natural owner of a Qualified Residence within Special Service Area Number \_\_\_\_\_ who continuously occupies or has Family Members who occupy such Qualified Residence as a principal place of residence.

D. "Family Member" means a spouse, children, step-children, parents, grandparents, parents of a spouse, brothers, or sisters of the Member. Family member also means brothers or sisters of a spouse of the Member.

E. "Gross Selling Value" means the dollar amount of purchase of a Guaranteed Residence and shall include any amount that the Member agrees to assume on behalf of a buyer or prospective buyer, including such things as broker commissions, points, legal fees, personal financing, or other items of value.

F. "Guarantee Fund" means the funds collected by the provisions of Special Service Area Number \_\_\_\_\_ for the purpose of guaranteeing the property values of Members within the Special Service Area.

G. "Guaranteed Residence" means the Qualified Residence for which a Certificate of Participation has been issued and which is occupied continuously as the place of legal residence by the Member or Family Member and described in the Certificate of Participation, and entitled to coverage under this Act.

H. "Guaranteed Value" means the appraised valuation based upon a standard of current fair market value on the Qualified Residence as determined by a Program Appraiser pursuant to accepted professional appraisal standards and which is authorized by the Governing Commission for the Registration Date. The Guaranteed Value shall be used

solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

I. "Member" means a natural person who owns and occupies a Guaranteed Residence in Special Service Area Number \_\_\_\_, which is his or her principal legal residence or is occupied continuously as a principal legal residence by a Family Member, who has applied for and been accepted as a member of Program as indicated by a Certificate of Participation.

J. "Offer or Bona Fide Offer" means an offer made in good faith and for a valuable consideration to purchase a Qualified Residence.

K. "Owner" means a natural person who is the titleholder or beneficiary of a trust which is the legal titleholder.

L. "Physical Perils" means physical occurrences such as, but not limited to, fire, windstorm, hail, water damage, nuclear explosion or seepage, war, insurrection, water damage, wear and tear, cracking, settling, vermin, rodents, vandalism, pollution, or contamination, and all such related occurrences or acts of God.

M. "Program" means the Guaranteed Home Equity Program.

N. "Program Appraisal" means a real estate appraisal conducted by a Program Appraiser for the purpose of establishing the Guaranteed Value of a Qualified Residence under the Program and providing a general description of the condition of the Qualified Residence. The Program Appraisal shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

O. "Program Appraiser" means a real estate appraiser who meets the professional standards established by the American Institute of Real Estate Appraisers (A.I.R.E.A.) or the American Society of Appraisers (A.S.A.) and who is approved by the Governing Commission to conduct Program Appraisals under the provisions of this Program.

P. "Program Guidelines" means those policies, rules, regulations and by-laws established from time to time by the Governing Commission to explain, clarify, or modify the Program in order to fulfill its goals and objectives.

Q. "Qualified residence" means a building: 1) located in Special Service Area Number \_\_\_\_ having at least one, but not more than six dwelling units; 2) classified by county ordinance as residential and assessed for property tax purposes; 3) principally and continuously occupied by a Member or Family Member having at least one dwelling unit contained therein as the principal legal residence of such Member or Family Member.

R. "Registration Date" means the date of receipt of a completed application for participation and Registration Fee from a Qualified Applicant by the Governing Commission.

S. "Registration Fee" means the fee which is established from time to time by the Governing Commission to defray the cost of a Program Appraisal on a Qualified Residence.

*Section IV.*

*Guaranteed Home Equity Governing Commission.*

A. There is hereby created a Guaranteed Home Equity Governing Commission (hereafter referred to as the Governing Commission) whose role will be to administer the Guaranteed Home Equity Program (hereafter referred to as the Program). The specific duties and functions of the Governing Commission in policy and administration shall include the following:

1. To conduct the day-to-day operation of the Program, including but not limited to the administration of homeowner applications for participation in the Program and homeowner claims against the Guaranteed Home Equity Fund (hereafter referred to as the Guarantee Fund).
2. To establish policies, rules, regulations, by-laws and procedures for both the Governing Commission and the Program. No policies, rules, regulations, or by-laws shall be adopted by the Governing Commission without prior notice to residents of Special Service Area \_\_\_\_ and an opportunity for such residents to be heard.
3. To provide annual status reports on the Program to the Mayor and City Council, and to recommend to the Mayor and City Council that the Program be extended, terminated, or extended subject to modifications of the Program.
4. To establish Guaranteed Value standards which are directly linked to the Program Appraisal, to approve Guaranteed Values, to establish requirements for Program Appraisers consistent with Section III, subparagraph (N) and to designate Program Appraisers.
5. To manage, administer and invest the Guarantee Fund established herein pursuant to the terms of this Program.
6. To dispose of real property as required under this Program and to liquidate acquired assets to maintain the Guarantee Fund.
7. To participate in arbitration required under this Program, and to subpoena all necessary persons, parties or documents required to proceed with such arbitration proceedings.
8. To employ necessary personnel, acquire necessary office space, enter contractual relationships and disburse funds as the Governing Commission sees fit by means of revenue contained in the Guarantee Fund.
9. To advise the Mayor and the City Council as to whether Guaranteed Home Equity Programs should be established in other Chicago neighborhoods.



10. To perform such other functions in connection with the Program and the Guarantee Fund as required under this ordinance.

B. The Governing Commission shall consist of nine individuals, nominated by established Community Organizations within Special Service Area Number \_\_\_\_\_, appointed by the Mayor, and approved by the City Council. A Community Organization may recommend up to 20 individuals to serve on the Governing Commission. At least five of the members of the Governing Commission holding office at any given time must reside within Special Service Area \_\_\_\_\_. The initial terms shall be as follows:

3 members whose term shall expire (in one year)

3 members whose term shall expire (in two years)

3 members whose term shall expire (in three years)

All succeeding terms shall be for three years, and no member shall serve more than two consecutive terms. Governing Commission members shall serve without compensation except for reimbursement for reasonable expenses incurred in the performance of their duties hereunder.

C. All proceedings and meetings of the Governing Commission shall be conducted in accordance with the provisions of "An act in relation to meetings," as now or hereafter amended. (Ill. Rev. Stat. 1985, Ch. 102, Par. 41 *et seq.*)

#### *Section V.*

#### *Eligibility.*

Those persons eligible to apply for membership in the Program shall be limited to Owner occupants or Owners having Family Members as occupants of Qualified Residences in Special Service Area Number \_\_\_\_\_.

#### *Section VI.*

#### *Application Procedures.*

A. Eligible persons shall apply to the Program by submitting a Registration Fee as determined by the Governing Commission. Prior to accepting a Registration Fee, the Governing Commission shall inform the applicant of the rights, duties and obligations of both the Member and the Governing Commission under the Program. Upon receipt of the

Registration Fee, the Qualified Residence of the applicant shall be appraised by a Program Appraiser to determine the Guaranteed Value of the residence.

B. At its option, the Governing Commission may require that a second Program Appraisal be conducted on the Qualified Residence, at the expense of the Governing Commission, if it determines that the first Program Appraisal is incomplete, inadequate, or inaccurate.

C. A Certificate of Participation shall then be issued to the Eligible Applicant certifying membership in the Program and detailing the Guaranteed Value, the Registration Date, the address and description of the Guaranteed Residence, and a description of the guarantee conditions and exclusions of the Program, to which an authorized Program Appraisal is attached.

#### *Section VII.*

##### *Guarantee Provided By the Guaranteed Home Equity Plan.*

Members or their estates which are participating in this Program pursuant to Section VI shall be paid 100% of the difference between the Guaranteed Value as determined by this Program and the Gross Selling Value determined in Paragraph VIII below if the Guaranteed Value is higher than the Gross Selling Value. Guarantees provided by the Program shall only apply to sales made five years or more after date of issuance of the Certificate of Participation and shall be provided subject to all of the terms, conditions and stipulations of this Program. Guarantees provided by the Program shall, in addition, extend only to those who qualify as Members at the time of their application, or to the estates of Members provided that the Member's estate applies within two years of the Member's decease.

#### *Section VIII.*

##### *Procedures For Obtaining Benefits.*

A. In order to be eligible for payment under the Program, a Member must follow the procedures set forth in this Section and the Program Guidelines issued by the Governing Commission.

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the

Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the Program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's Registration Date.

C. A Member is required to list the Guaranteed Residence according to Program Guidelines, including employing complete and proper methods for listing residential property, listing the Guaranteed Residence at a price which reasonably can be expected to attract buyers, and providing reasonable access for potential buyers to see the Guaranteed Residence.

D. After receiving such counselling, a Member may list the Guaranteed Residence in accordance with Program Guidelines with a real estate broker of the Member's choice, but for no longer than ninety (90) days following the date on which the Member received counselling.

E. Upon receipt of a "Notice of Intent to Sell", the Governing Commission has the right to have the Guaranteed Residence inspected by a Program Appraiser within 60 days at the Governing Commission's expense in order to determine if the Guaranteed Residence is in substantially the same condition as described by the Program Appraisal attached to the Certificate Of Participation. If the Guaranteed Residence fails to meet this standard, the following procedures must be followed:

i. The Program Appraiser will determine the percentage depreciation of the Guaranteed Residence due to failure to maintain the premises.

ii. This percentage figure shall be multiplied by the Guaranteed Value to determine the dollar depreciation due to failure to maintain the premises.

iii. This dollar depreciation shall be subtracted from the Guaranteed Value to derive a lower Guaranteed Value to be used for the purpose of determining the amount of payment afforded under this Program.

F. A Member must make the Guaranteed Residence available to a Program Appraiser within a reasonable time within this 60 day period after receipt of actual notice from the Governing Commission that an inspection under Paragraph E is required or said Member's coverage under the Program shall be null, void and of no further effect, and the Member's Registration Fee shall be forfeited.

G. Ninety days after receiving counselling from Governing Commission, a Member is eligible to file a "Notice of Intent to Claim" with the Governing Commission, in accordance with guidelines established by the Governing Commission, attesting to the fact that the

Member has followed Program Guidelines in listing the Guaranteed Residence, that the Member is unable to obtain an offer for purchase of the Guaranteed Residence for at least its Guaranteed Value, and that the Member intends to file a claim against the Program. Such notice must include verifiable evidence of placement of the Guaranteed Residence on the market, the dates such placement took place, and must list all reasonable offers to buy the property. Verifiable evidence may include a copy of advertisements for sale, a contract with a licensed real estate broker, or other evidence found satisfactory to a majority of the Governing Commission.

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission has 60 days during which time it may require the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable with a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.

I. During this 60 day period, the Member must forward to the Governing Commission all offers of purchase. If the Member receives an offer of purchase, which can reasonably be expected to be consummated if accepted and whose Gross Selling Value is greater than the Guaranteed Value of the Guaranteed Residence; no benefits may be claimed. With respect to any offer to purchase at a Gross Selling Value that is less than the Guaranteed Value, as determined by Paragraph E of this section, the Member shall file such offer with the Governing Commission by either personal delivery or registered mail. The Governing Commission shall within three (3) working days from its receipt of such offer(s) either:

1. Approve the offer for purchase--whereupon the Governing Commission shall authorize the payment of the amount afforded by Section VII of this ordinance upon receipt of verifiable evidence of the sale of the Guaranteed Residence subject to the following conditions:

- a. Sales involving eminent domain shall be covered as set forth in Paragraph M.

- b. Sales subsequent to an insured property and casualty loss shall be guaranteed for the Guaranteed Value as determined according to Paragraph E.

- c. Contract sales shall be guaranteed as determined by the Guaranteed Value in Paragraph E, but proceeds payable from the Program shall be disbursed in equal annual installments over the life of the contract.

2. Reject the offer--whereupon the Member shall continue showing the Guaranteed Residence to prospective purchasers until the termination of the 60 day period. Or

3. Exercise the Governing Commission's (or its agent's) Option To Purchase The Guaranteed Residence at the offered purchase price, whereupon the Governing Commission shall authorize the amount of payment afforded by Section VI of this ordinance.

The Governing Commission's failure to act upon an offer within three (3) working days shall be deemed to be a rejection of the offer.

J. No guarantee is afforded under this Program until 60 days after a Member files a "Notice of Intent to Claim". Furthermore, the Governing Commission shall be required to make payments to a Member only upon receipt of verifiable evidence of the actual sale of the Guaranteed Residence in accordance with the terms agreed upon between the Member and the Governing Commission at the time the Governing Commission authorized payment. If a Member rejects an offer for purchase which has been submitted to and approved by the Governing Commission, the Governing Commission shall not be liable for any future guarantee payment larger than authorized for this proposed sale.

K. If a Member fully complies with Program Guidelines but does not receive any additional good faith offer to purchase the Guaranteed Residence within this 60 day period after filing "Notice of Intent to Claim", or if the Governing Commission does not approve a good faith offer within this 60 day period, the Governing Commission or its assigns must within 60 days either:

1. Purchase the Guaranteed Residence for the Guaranteed Value, in which case the Member shall convey an unencumbered warranted deed to the Governing Commission or its assigns; or

2. Arrange for the purchase of the Guaranteed Residence and pay the Member the difference between the Gross Selling Value and the Guaranteed Value, if the Gross Selling Value is less than the Guaranteed Value.

L. Payments under the Program as provided in Section VI of this ordinance shall not be made until the sale of the Guaranteed Residence has closed and title has passed.

M. Where a Guaranteed Residence is to be acquired by use of eminent domain, the following procedures shall apply:

1. If the Member rejects an offer from the condemning body equal to or greater than the Guaranteed Value, there shall be no protection provided under the Program.

2. If the condemning body offers less than the Guaranteed Value, the Governing Commission may either:

- a. Offer to pay 100% of the difference between the Guaranteed Value and the offering price if the Member agrees to sell at the offered price, and in no event shall the Member receive from the Program any payment in excess of the Program payment provided for in this subsection (a).

- b. Advise the Member that the offer is inadequate and should be refused. If the Member under these circumstances desires to accept the offer, then the property shall be acquired from the Member by the Governing Commission at the offered price plus 100% of the difference between the offered price and the appraised value. If the Member refuses the offer pursuant to this subsection (b) and the final court determination of the value of the property is less than the Guaranteed Value, then the Governing Commission shall pay 100% of the difference between the judgment and the Guaranteed Value.

*Section IX.*

*Other Conditions.*

Members shall otherwise agree to abide by all conditions, stipulations and provisions of the Program and shall not be eligible for protection hereby unless all such conditions, stipulations and provisions have been met. Any Member failing to abide by the conditions, stipulations and provisions of this Program shall forfeit the Registration Fee.

*Section X.*

*Exclusions.*

A. Diminution of value due to the occurrence of Physical Perils shall not be afforded protection by the Program.

B. Depreciation due to failure to maintain the Guaranteed Residence in good repair shall not be protected. This exclusion is reflected in the adjustment procedure of Section VIII E, whereby a new, lower Guaranteed Value is derived reflecting this type of depreciation.

C. No protection shall be provided by the Program for any Member who knowingly affirms falsely to any matter or thing required to be affirmed by the terms of the Program or engages in fraud, misrepresentation or concealment in any process involving this Program, and the Governing Commission shall negate all protection provided that Member by this Program.

*Section XI.*

*Methods For Establishing A New Guaranteed Value  
And Registration Date.*

A. A Member has the option of applying for a new Program Appraisal by a Program Appraiser which will then establish a new Certificate Of Participation with a new Registration Date. The Governing Commission may exercise the right to require a second Program Appraisal in accordance with the provisions detailed in Section VI. This new Guaranteed Value shall be subject to the following conditions:

1. A new Guaranteed Value established solely for the purpose of determining a property's increased value due to inflation shall not commence until five years have elapsed from the new Guaranteed Value Date.

2. A new Guaranteed Value determining increased valuations due to home improvements shall be accepted, provided that the value of said home improvements exceeds a total of \$5,000.

3. A Member may initiate a claim against the Program based upon the new Guaranteed Value beginning five years from the new Registration Date. Until this time, coverage based on the original Certificate of Participation shall apply.

4. All former Guaranteed Values shall remain in full force and shall be unaffected in any way by these new Guaranteed Values until such time as coverage for the new appraisal commences under the terms of subsection 2 above.

5. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is due to substantial property improvements on the Guaranteed Residence, then the application fee for the appraisal will be one half of the Registration Fee then being charged by the Governing Commission.

6. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is not due to substantial property improvements, the application fee for the new appraisal shall be the amount of the Registration Fee then being charged by the Governing Commission.

7. The new Guaranteed Value shall be subject to all of the conditions, stipulations and provisions of this ordinance.

B. The Member will be issued a new Certificate Of Participation which will state the new Guaranteed Value and Registration Date.

C. Requests for a new Certification of Participation with a new Guaranteed Value and Registration Date will be initiated by a Member no more than once within any twelve (12) month period.

## *Section XII.*

### *Arbitration Procedure.*

If a Member or applicant disagrees with the Guaranteed Value, or dollar depreciation due to failure to maintain the premises, or extent of Physical Perils determined by the Program Appraiser and approved by the Governing Commission, a member may appeal in writing to the Governing Commission within 30 days after the date on which said Guaranteed Value was approved by the Governing Commission. The Governing Commission must respond in writing to the Member's appeal within 30 days after receipt of the written appeal.

If the Member still disagrees with the Governing Commission, the Member may submit a written request for arbitration to the Governing Commission within 30 days after receiving a written response from the Governing Commission.

All such requests for arbitration shall be settled in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association (A.A.A.) and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The determination from this arbitration procedure shall be final and binding.

### *Section XIII.*

#### *Creation And Maintenance Of The Guarantee Fund.*

A. There is hereby created a Guarantee Fund for the purpose of paying the costs of administering the Program and extending protection to Members pursuant to the terms of Section VII of this ordinance.

B. The Guarantee Fund shall be raised by means of an annual tax levied on all property within the Special Service Area Number \_\_\_\_\_ classified by county ordinance as residential and assessed for property tax purposes.

C. The annual fee shall be adjusted at the end of the first year, in accordance with the cost formula provided in the "Report of the Guaranteed Home Equity Project" (pp. 106--124), to reflect the actual rate of participation in the Program (% of all taxed properties which are Guaranteed Residences) and to include costs for administering the Program.

D. The moneys deposited in the Guarantee Fund shall, as nearly as practicable, be fully and continuously invested or reinvested by the Governing Commission in Investment Obligations which shall be in such amounts and shall mature at such times so that the maturity or date of redemption at the option of the holder of such Investment Obligations shall coincide, as nearly as practicable with the times at which monies will be required for the purposes provided within, in municipal, state or federal bonds. "Investment Obligation" shall mean direct general obligation of or obligations the payment of principal of and interest on which are unconditionally guaranteed by the governing body issuing them which at the time are legal investments under the laws of the State of Illinois for moneys held hereunder then proposed to be invested therein.

E. The Guarantee Fund shall be used solely and exclusively for the purpose of providing guarantees to Members of the Guaranteed Home Equity Program who reside in Special Service Area \_\_\_\_, and for reasonable salaries, expenses, bills, and fees incurred in administering the Guaranteed Home Equity Program in accordance with Program guidelines, and shall be used for no other purpose.



F. The Guarantee Fund shall be maintained, invested, and expended exclusively by the Governing Commission. Under no circumstance shall the Guarantee Fund be used by any persons, governmental body, public or private agency or concern, or by any other person, party, or entity other than the Governing Commission. Under no circumstance shall the Guarantee Fund be commingled with other funds or investments.

G. An independent audit of the Guarantee Fund and the management of the Program shall be conducted annually and a summary of the audit made available to the public through a local office within the S.S.A. or a public facility such as a local public library.

H. After the termination of the Program, the Governing Commission shall refund the remaining balance of the Guarantee Fund, if any, after all potential liabilities have been satisfied, to the then current property taxpayers of all residential property assessed within Special Service Area Number \_\_\_\_ in an equitable manner proportionate to the manner in which the Guarantee Fund was raised from these same properties.

#### *Section XIV.*

##### *Termination Of The Program.*

A. The Program shall terminate only by action of the City Council repealing this ordinance.

B. The Governing Commission shall provide annual reports to the Mayor and City Council as to the status of the Program, and every five years shall submit to the Mayor and City Council recommendations as to whether the Program should be continued, extended subject to modifications, or terminated.

#### *Section XV.*

##### *Suspension Of Coverage As A Result Of Economic Crisis Or Housing Market Recession.*

The Program provides a guarantee only against specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions as they may affect local housing conditions. The Program does not guarantee against a decline in the value of housing due to economic forces such as a national, regional, or municipal depression or recession. In the event of a general decline in the value of housing in the municipal, regional, or national housing market areas, the Governing Commission reserves the right to temporarily suspend coverage under the Program in order to protect the fiscal integrity of the Guarantee Fund. For the purpose of the Program, a housing recession is defined as a 5%

annual decline in the median value of existing houses in any 12 month period for the Midwest Region or the City of Chicago, according to statistics published by the National Association of Realtors.

*Section XVI.*

*Bankruptcy Of The Guarantee Fund.*

If the Guarantee Fund becomes depleted and payments of guarantees under the Program cannot be paid in a timely fashion as required by the Program Guidelines, the Governing Commission may:

1. Temporarily suspend the registration of new Members until such time as the Guarantee Fund is sufficiently restored through the continued collection of annual Special Service Area taxes.
2. Raise the annual tax levy within the limits set forth in this ordinance and in the Program Guidelines and in accordance with the provisions of Illinois state law pertaining to Special Service Areas to restore the solvency of the Guarantee Fund.
3. Borrow funds to meet Program obligations which shall be repaid through the continued collection of annual Special Service Area taxes.
4. Issue bonds, in accordance with procedures contained in Illinois law pertaining to Special Service Areas, for the purpose of securing funds to pay Program obligations. These bonds shall be retired by the levy of taxes in addition to the taxes specified in Section XIII against all property within Special Service Area Number \_\_\_\_\_ classified by county ordinance as residential and assessed for property tax purposes.

Under no circumstances shall the indebtedness or obligation of the Program or the Governing Commission become an indebtedness or obligation of either the State of Illinois or the City of Chicago.

*Section XVII.*

*Immunity And Indemnification.*

A. No individual member of the Guaranteed Home Equity Governing Commission, nor any officer, or employee, whether on salary, wage, or on a voluntary basis, shall be personally liable, and no causes of action may be brought for damages resulting from the exercise of judgement or discretion in connection with the performance of Program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

B. The Governing Commission shall indemnify each individual member of the Governing Commission, and each officer, and each employee, whether on salary, wage, or on a voluntary basis, out of Program funds, against any and all losses, damages, judgements, interest, settlements, fines, court costs, or other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such individual in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of Program duties. Any settlements of any claim must be made with prior approval of the Governing Commission in order for indemnification to be available under this section.

C. The immunity and indemnification provided by this section shall not be available to any individual for any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, knowing violation of the law, or for a transaction from which such individual derives an improper personal benefit.

#### *Section XVIII.*

##### *Suits.*

No suit brought under the terms of this ordinance shall be sustainable in a court of law or equity unless all conditions, stipulations and provisions of this Program have been complied with, and unless the suit is brought within twelve months after the event of the subject of litigation.

#### *Section XIX.*

##### *Other Programs Or Insurance.*

If insurance or payment is available to provide protection similar to that provided by this Program, the Governing Commission shall not be liable for a greater proportion of the loss than the amount provided by this Program bears to the total amount available from all sources.

#### *Section XX.*

##### *Penalty.*

Any person violating the provisions of this ordinance shall in addition to other remedies provided by law be fined not to exceed \$1,000.00 for each offense.

*Section XXI.**Effective Date.*

This ordinance shall become effective immediately upon the passage thereof.

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*Action Deferred* -- CREATION OF SPECIAL SERVICE AREA AND  
ESTABLISHMENT OF GUARANTEED HOME EQUITY PROGRAM  
FOR AREA BOUNDED BY WEST ADDISON STREET,  
NORTH CENTRAL AVENUE, WEST IRVING  
PARK ROAD AND NORTH PULASKI  
ROAD.

The Committee on Finance submitted the following report which was, on motion of Aldermen Banks, Krystyniak, Cullerton and Madrzyk, *Deferred* and ordered published:

CHICAGO, May 11, 1988.

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

Your Committee on Finance having had under consideration a substitute ordinance concerning the creation of a Special Service Area and establishment of a "Guaranteed Home Equity Program" for an area generally bounded by Addison Street, Central Avenue, Irving Park Road and Pulaski Road having had the same under advisement, begs leave to report and recommend that Your Honorable Body do not pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 21 members of the committee with 5 dissenting votes.

Respectfully submitted,  
(Signed) TIMOTHY C. EVANS,  
*Chairman.*

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

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

SECTION 1. A public hearing shall be held by the Chicago City Council on a date to be announced, at a neighborhood location to be announced in Chicago, Illinois, to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area Number \_\_\_\_\_ in the City of Chicago within the territory described in the Notice set forth in Section 3 hereof, sufficient to produce the revenues required to establish a Guaranteed Home Equity Program therein. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

SECTION 2. The ordinance creating the Special Service Area Number \_\_\_\_\_ for the purpose of establishing a Guaranteed Home Equity Program is set forth below in an appendix.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once not less than 15 days prior to the public hearing in the *Chicago Sun-Times*, a newspaper published in the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be substantially in the following form:

#### Notice Of Hearing

City Of Chicago Special Service Area Number \_\_\_\_\_.

Notice is hereby given that on the (date to be determined), at (time to be determined) at (neighborhood location to be determined) a hearing will be held by the City Council of the City of Chicago to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes within Special Service Area Number \_\_\_\_\_ consisting of the territory within a line beginning at the intersection of Addison Street and the Chicago Milwaukee St. Paul & Pacific Railway tracks (near Neenah Avenue) continuing East along the South side of Addison to the East side of Central Avenue; continuing North on the East side of Central Avenue to the South side of Irving Park Road; continuing East on the South side of Irving Park Road to the West side of the Chicago & Northwestern Railway tracks (along Kenton Avenue); continuing South along the West side of the Chicago & Northwestern Railway tracks to the South side of Belmont Avenue; continuing East on the South side of Belmont Avenue to the East side of Pulaski Road; continuing North on the East side of Pulaski Road to the South side of Addison Street; continuing East on the South side of Addison Street to the West side of the Kennedy Expressway; continuing Southeast along the West side of the Kennedy Expressway to the West side of Kimball Avenue; continuing South on the West side of Kimball Avenue to the North side of Diversey Avenue; continuing West on the North side of Diversey Avenue to the West side of Pulaski Road; continuing South on the West side of Pulaski Road to the North side of Fullerton Avenue; continuing West on the North side of Fullerton Avenue to

the West side of the Chicago & Northwestern Railway tracks (along Kenton Avenue); continuing South on the West side of the Chicago & Northwestern Railway tracks to the North side of the Chicago Milwaukee St. Paul & Pacific Railway tracks (South of Armitage); continuing West along the North side of the Chicago Milwaukee St. Paul & Pacific Railway tracks to the West side of Narragansett; continuing South along the West side of Narragansett to the North side of North Avenue; continuing West along the North side of North Avenue to the East side of Harlem; continuing North along the East side of Harlem to the South side of Belmont; continuing East along the South side of Belmont to the East side of the Chicago Milwaukee St. Paul & Pacific Railway tracks; continuing North along the East side of the Chicago Milwaukee St. Paul & Pacific Railway tracks to the South side of Addison Street (which is the intersection of the Chicago Milwaukee St. Paul & Pacific Railway tracks and Addison Street), excepting all non-residential, commercial and industrial properties within the boundaries set forth herein. An accurate map of said territory is available for public inspection.

The purpose of the formation of City of Chicago Special Service Area Number \_\_\_\_\_, in general, is to guarantee that the value of a participating residential property owner will not fall below its market value established at the time the property owner registers in the program, provided the property owner remains in the program for at least five years, keeps the property well maintained, continuously occupies the property as the owner's principal place of residence and otherwise adheres to the guidelines and procedures of the program.

At the hearing there will be considered a special tax to be levied against all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area for the provision of special services in the service area. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

All interested persons affected by the formation of City of Chicago Special Service Area Number \_\_\_\_\_, including all persons owning real estate or taxable property located within said area, will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area. Also, any such person may file with the City Clerk written objections to any issue embodied in this notice. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within 30 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy or imposition of the annual tax, no such area may be created, or tax may be levied or imposed.

Dated this (date to be determined),

City Clerk.

SECTION 4. This ordinance shall become effective immediately upon the passage thereof.

Appendix attached to this ordinance reads as follows:

*Appendix.*

*Substitute Ordinance To Create Special Service Area*

*Number \_\_\_\_\_ And Establish A*

*"Guaranteed Home Equity Program".*

*Section I.*

*Creation Of Guaranteed Home Equity Program;*

*Designation Of Special Service Area.*

There is hereby created a Guaranteed Home Equity Program on the terms and conditions set forth in this ordinance with area designated as follows, to be known hereafter as Special Service Area Number \_\_\_\_\_:

*Section II.*

*Purpose Of The Guaranteed Home Equity Program.*

The purpose of the Program is to guarantee that the value of a Member's property will not fall below its fair market value established at the time the Member registers in the Program, provided the Member remains in the Program for at least five years, keeps the property well maintained, continuously occupies the property as the Member's principal place of residence, and adheres to guidelines and procedures established by the Program. By providing such a guarantee, the Program is intended to provide relief only from specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide

relief from adverse municipal-wide, regional, or national housing market conditions, nor does it provide relief from local adverse conditions caused by Physical Perils such as natural disasters or acts of God, or depreciation due to failure to maintain a Guaranteed Residence, as detailed in Section X on Exclusions. Furthermore, the Program does not provide, serve as, or replace homeowner's insurance or other conventional forms of insurance.

*Section III.*

*Definitions.*

The following words and phrases are defined as follows for the purposes of this ordinance:

A. "Certificate of Participation" means the duly notarized document of membership in the Program, signed by the Qualified Applicant and an authorized representative of the Governing Commission, which specifies the location and description of the Guaranteed Residence, its Guaranteed Value, the Registration Date, and has attached a Program Appraisal for the Guaranteed Residence.

B. "Community Organization" means a not-for-profit organization which has been registered with the State of Illinois for at least five years as a not-for-profit organization, which qualifies for not-for-profit status under the Internal Revenue Code 501(c)(3) or 501(c)(4), which continuously maintains an office or business located within Special Service Area Number \_\_\_\_\_ together with a current listed telephone number, and whose members reside within Special Service Area Number \_\_\_\_\_.

C. "Eligible Applicant" means a natural owner of a Qualified Residence within Special Service Area Number \_\_\_\_\_ who continuously occupies or has Family Members who occupy such Qualified Residence as a principal place of residence.

D. "Family Member" means a spouse, children, step-children, parents, grandparents, parents of a spouse, brothers, or sisters of the Member. Family member also means brothers or sisters of a spouse of the Member.

E. "Gross Selling Value" means the dollar amount of purchase of a Guaranteed Residence and shall include any amount that the Member agrees to assume on behalf of a buyer or prospective buyer, including such things as broker commissions, points, legal fees, personal financing, or other items of value.

F. "Guarantee Fund" means the funds collected by the provisions of Special Service Area Number \_\_\_\_\_ for the purpose of guaranteeing the property values of Members within the Special Service Area.



G. "Guaranteed Residence" means the Qualified Residence for which a Certificate of Participation has been issued and which is occupied continuously as the place of legal residence by the Member or Family Member and described in the Certificate of Participation, and entitled to coverage under this Act.

H. "Guaranteed Value" means the appraised valuation based upon a standard or current fair market value on the Qualified Residence as determined by a Program Appraiser pursuant to accepted professional appraisal standards and which is authorized by the Governing Commission for the Registration Date. The Guaranteed Value shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

I. "Member" means a natural person who owns and occupies a Guaranteed Residence in Special Service Area Number \_\_\_\_, which is his or her principal legal residence or is occupied continuously as a principal legal residence by a Family Member, who has applied for and been accepted as a member of Program as indicated by a Certificate of Participation.

J. "Offer or Bona Fide Offer" means an offer made in good faith and for a valuable consideration to purchase a Qualified Residence.

K. "Owner" means a natural person who is the titleholder or beneficiary of a trust which is the legal titleholder.

L. "Physical Perils" means physical occurrences such as, but not limited to, fire, windstorm, hail, water damage, nuclear explosion or seepage, war, insurrection, water damage, wear and tear, cracking, settling, vermin, rodents, vandalism, pollution, or contamination, and all such related occurrences or acts of God.

M. "Program" means the Guaranteed Home Equity Program.

N. "Program Appraisal" means a real estate appraisal conducted by a Program Appraiser for the purpose of establishing the Guaranteed Value of a Qualified Residence under the Program and providing a general description of the condition of the Qualified Residence. The Program Appraisal shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

O. "Program Appraiser" means a real estate appraiser who meets the professional standards established by the American Institute of Real Estate Appraisers (A.I.R.E.A.) or the American Society of Appraisers (A.S.A.) and who is approved by the Governing Commission to conduct Program Appraisals under the provisions of this Program.

P. "Program Guidelines" means those policies, rules, regulations and by-laws established from time to time by the Governing Commission to explain, clarify, or modify the Program in order to fulfill its goals and objectives.

Q. "Qualified Residence" means a building: 1) located in Special Service Area Number \_\_\_\_ having at least one, but not more than six dwelling units; 2) classified by county ordinance as residential and assessed for property tax purposes; 3) principally and

continuously occupied by a Member or Family Member having at least one dwelling unit contained therein as the principal legal residence of such Member or Family Member.

R. "Registration Date" means the date of receipt of a completed application for participation and Registration Fee from a Qualified Applicant by the Governing Commission.

S. "Registration Fee" means the fee which is established from time to time by the Governing Commission to defray the cost of a Program Appraisal on a Qualified Residence.

#### *Section IV.*

##### *Guaranteed Home Equity Governing Commission.*

A. There is hereby created a Guaranteed Home Equity Governing Commission (hereafter referred to as Governing Commission) whose role will be to administer the Guaranteed Home Equity Program (hereafter referred to as the Program). The specific duties and functions of the Governing Commission in policy and administration shall include the following:

1. To conduct the day-to-day operation of the Program, including but not limited to the administration of homeowner applications for participation in the Program and homeowner claims against the Guaranteed Home Equity Fund (hereafter referred to as the Guarantee Fund).
2. To establish policies, rules, regulations, by-laws and procedures for both the Governing Commission and the Program. No policies, rules, regulations, or by-laws shall be adopted by the Governing Commission without prior notice to residents of Special Service Area \_\_\_\_ and an opportunity for such residents to be heard.
3. To provide annual status reports on the Program to the Mayor and City Council, and to recommend to the Mayor and City Council that the Program be extended, terminated, or extended subject to modifications of the Program.
4. To establish Guaranteed Value standards which are directly linked to the Program Appraisal, to approve Guaranteed Values, to establish requirements for Program Appraisers consistent with Section III, subparagraph (N) and to designate Program Appraisers.
5. To manage, administer and invest the Guarantee Fund established herein pursuant to the terms of this Program.
6. To dispose of real property as required under this Program and to liquidate acquired assets to maintain the Guarantee Fund.

7. To participate in arbitration required under this Program, and to subpoena all necessary persons, parties or documents required to proceed with such arbitration proceedings.

8. To employ necessary personnel, acquire necessary office space, enter contractual relationships and disburse funds as the Governing Commission sees fit by means of revenue contained in the Guarantee Fund.

9. To advise the Mayor and the City Council as to whether Guaranteed Home Equity Programs should be established in other Chicago neighborhoods.

10. To perform such other functions in connection with the Program and the Guarantee Fund as required under this ordinance.

B. The Governing Commission shall consist of nine individuals, nominated by established Community Organizations within Special Service Area Number \_\_\_\_\_, appointed by the Mayor, and approved by the City Council. A Community Organization may recommend up to 20 individuals to serve on the Governing Commission. At least five of the members of the Governing Commission holding office at any given time must reside within Special Service Area \_\_\_\_\_. The initial terms shall be as follows:

3 members whose term shall expire (in one year)

3 members whose term shall expire (in two years)

3 members whose term shall expire (in three years)

All succeeding terms shall be for three years, and no member shall serve more than two consecutive terms. Governing Commission members shall serve without compensation except for reimbursement for reasonable expenses incurred in the performance of their duties hereunder.

C. All proceedings and meetings of the Governing Commission shall be conducted in accordance with the provisions of "An act in relation to meetings", as now or hereafter amended. (Ill. Rev. Stat. 1985, Ch. 102, Par. 41 *et seq.*)

#### *Section V.*

#### *Eligibility.*

Those persons eligible to apply for membership in the Program shall be limited to Owner occupants or Owners having Family Members as occupants of Qualified Residences in Special Service Area Number \_\_\_\_\_.

*Section VI.**Application Procedures.*

A. Eligible persons shall apply to the Program by submitting a Registration Fee as determined by the Governing Commission. Prior to accepting a Registration Fee, the Governing Commission shall inform the applicant of the rights, duties and obligations of both the Member and the Governing Commission under the Program. Upon receipt of the Registration Fee, the Qualified Residence of the applicant shall be appraised by a Program Appraiser to determine the Guaranteed Value of the residence.

B. At its option, the Governing Commission may require that a second Program Appraisal be conducted on the Qualified Residence, at the expense of the Governing Commission, if it determines that the first Program Appraisal is incomplete, inadequate, or inaccurate.

C. A Certificate of Participation shall then be issued to the Eligible Applicant certifying membership in the Program and detailing the Guaranteed Value, the Registration Date, the address and description of the Guaranteed Residence, and a description of the guarantee conditions and exclusions of the Program, to which an authorized Program Appraisal is attached.

*Section VII.**Guarantee Provided By The  
Guaranteed Home Equity Plan.*

Members or their estates which are participating in this Program pursuant to Section VI shall be paid 100% of the difference between the Guaranteed Value as determined by this Program and the Gross Selling Value determined in Paragraph VIII below if the Guaranteed Value is higher than the Gross Selling Value. Guarantees provided by the Program shall only apply to sales made five years or more after date of issuance of the Certificate of Participation and shall be provided subject to all of the terms, conditions and stipulations of this Program. Guarantees provided by the Program shall, in addition, extend only to those who qualify as Members at the time of their application, or to the estates of Members provided that the Member's estate applies within two years of the Member's decease.

*Section VIII.*

*Procedures For Obtaining Benefits.*

A. In order to be eligible for payment under the Program, a Member must follow the procedures set forth in this section and the Program Guidelines issued by the Governing Commission.

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the Program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's Registration Date.

C. A Member is required to list the Guaranteed Residence according to Program Guidelines, including employing complete and proper methods for listing residential property, listing the Guaranteed Residence at a price which reasonably can be expected to attract buyers, and providing reasonable access for potential buyers to see the Guaranteed Residence.

D. After receiving such counselling, a Member may list the Guaranteed Residence in accordance with Program Guidelines with a real estate broker of the Member's choice, but for no longer than ninety (90) days following the date on which the Member received counselling.

E. Upon receipt of a "Notice of Intent to Sell", the Governing Commission has the right to have the Guaranteed Residence inspected by a Program Appraiser within 60 days at the Governing Commission's expense in order to determine if the Guaranteed Residence is in substantially the same condition as described by the Program Appraisal attached to the Certificate Of Participation. If the Guaranteed Residence fails to meet this standard, the following procedures must be followed:

i. The Program Appraiser will determine the percentage depreciation of the Guaranteed Residence due to failure to maintain the premises.

ii. This percentage figure shall be multiplied by the Guaranteed Value to determine the dollar depreciation due to failure to maintain the premises.

iii. This dollar depreciation shall be subtracted from the Guaranteed Value to derive a lower Guaranteed Value to be used for the purpose of determining the amount of payment afforded under this Program.

F. A Member must make the Guaranteed Residence available to a Program Appraiser within a reasonable time within this 60 day period after receipt of actual notice from the Governing Commission that an inspection under Paragraph E is required or said Member's coverage under the Program shall be null, void and of no further effect, and the Member's Registration Fee shall be forfeited.

G. Ninety days after receiving counselling from Governing Commission, a Member is eligible to file a "Notice of Intent to Claim" with the Governing Commission, in accordance with guidelines established by the Governing Commission, attesting to the fact that the Member has followed Program Guidelines in listing the Guaranteed Residence, that the Member is unable to obtain an offer for purchase of the Guaranteed Residence for at least its Guaranteed Value, and that the Member intends to file a claim against the Program. Such notice must include verifiable evidence of placement of the Guaranteed Residence on the market, the dates such placement took place, and must list all reasonable offers to buy the property. Verifiable evidence may include a copy of advertisements for sale, a contract with a licensed real estate broker, or other evidence found satisfactory to a majority of the Governing Commission.

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission has 60 days during which time it may require the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable with a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.

I. During this 60 day period, the Member must forward to the Governing Commission all offers of purchase. If the Member receives an offer of purchase, which can reasonably be expected to be consummated if accepted and whose Gross Selling Value is greater than the Guaranteed Value of the Guaranteed Residence, no benefits may be claimed. With respect to any offer to purchase at a Gross Selling Value that is less than the Guaranteed Value, as determined by Paragraph E of this section, the Member shall file such offer with the Governing Commission by either personal delivery or registered mail. The Governing Commission shall within three (3) working days from its receipt of such offer(s) either:

1. Approve the offer for purchase--whereupon the Governing Commission shall authorize the payment of the amount afforded by Section VII of this ordinance upon receipt of verifiable evidence of the sale of the Guaranteed Residence subject to the following conditions:

a. Sales involving eminent domain shall be covered as set forth in Paragraph M.

b. Sales subsequent to an insured property and casualty loss shall be guaranteed for the Guaranteed Value as determined according to Paragraph E.

c. Contract sales shall be guaranteed as determined by the Guaranteed Value in Paragraph E, but proceeds payable from the Program shall be disbursed in equal annual installments over the life of the contract.

2. Reject the offer--whereupon the Member shall continue showing the Guaranteed Residence to prospective purchasers until the termination of the 60 day period. Or

3. Exercise the Governing Commission's (or its agent's) Option To Purchase The Guaranteed Residence at the offered purchase price, whereupon the Governing Commission shall authorize the amount of payment afforded by Section VI of this ordinance.

The Governing Commission's failure to act upon an offer within three (3) working days shall be deemed to be a rejection of the offer.

J. No guarantee is afforded under this Program until 60 days after a Member files a "Notice of Intent to Claim". Furthermore, the Governing Commission shall be required to make payments to a Member only upon receipt of verifiable evidence of the actual sale of the Guaranteed Residence in accordance with the terms agreed upon between the Member and the Governing Commission at the time the Governing Commission authorized payment. If a Member rejects an offer for purchase which has been submitted to and approved by the Governing Commission, the Governing Commission shall not be liable for any future guarantee payment larger than authorized for this proposed sale.

K. If a Member fully complies with Program Guidelines but does not receive any additional good faith offer to purchase the Guaranteed Residence within this 60 day period after filing "Notice of Intent to Claim", or if the Governing Commission does not approve a good faith offer within this 60 day period, the Governing Commission or its assigns must within 60 days either:

1. Purchase the Guaranteed Residence for the Guaranteed Value, in which case the Member shall convey an unencumbered warranted deed to the Governing Commission or its assigns; or

2. Arrange for the purchase of the Guaranteed Residence and pay the Member the difference between the Gross Selling Value and the Guaranteed Value, if the Gross Selling Value is less than the Guaranteed Value.

L. Payments under the Program as provided in Section VI of this ordinance shall not be made until the sale of the Guaranteed Residence has closed and title has passed.

M. Where a Guaranteed Residence is to be acquired by use of eminent domain, the following procedures shall apply:

1. If the Member rejects an offer from the condemning body equal to or greater than the Guaranteed Value, there shall be no protection provided under the program.

2. If the condemning body offers less than the Guaranteed Value, the Governing Commission may either:

a. Offer to pay 100% of the difference between the Guaranteed Value and the offering price if the Member agrees to sell at the offered price, and in no event shall the Member receive from the Program any payment in excess of the Program payment provided for in this subsection (a).

b. Advise the Member that the offer is inadequate and should be refused. If the Member under these circumstances desires to accept the offer, then the property shall be acquired from the Member by the Governing Commission at the offered price plus 100% of the difference between the offered price and the appraised value. If the Member refuses the offer pursuant to this subsection (b) and the final court determination of the value of the property is less than the Guaranteed Value, then the Governing Commission shall pay 100% of the difference between the judgment and the Guaranteed Value.

#### *Section IX.*

#### *Other Conditions.*

Members shall otherwise agree to abide by all conditions, stipulations and provisions of the Program and shall not be eligible for protection hereby unless all such conditions, stipulations and provisions have been met. Any Member failing to abide by the conditions, stipulations and provisions of this Program shall forfeit the Registration Fee.

#### *Section X.*

#### *Exclusions.*

A. Diminution of value due to the occurrence of Physical Perils shall not be afforded protection by the Program.

B. Depreciation due to failure to maintain the Guaranteed Residence in good repair shall not be protected. This exclusion is reflected in the adjustment procedure of Section VIII E, whereby a new, lower Guaranteed Value is derived reflecting this type of depreciation.

C. No protection shall be provided by the Program for any Member who knowingly affirms falsely to any matter or thing required to be affirmed by the terms of the Program or engages in fraud, misrepresentation or concealment in any process involving this Program, and the Governing Commission shall negate all protection provided that Member by this Program.



*Section XI.*

*Methods For Establishing A New Guaranteed Value  
And Registration Date.*

A. A Member has the option of applying for a new Program Appraisal by a Program Appraiser which will then establish a new Certificate Of Participation with a new Registration Date. The Governing Commission may exercise the right to require a second Program Appraisal in accordance with the provisions detailed in Section VI. This new Guaranteed Value shall be subject to the following conditions:

1. A new Guaranteed Value established solely for the purpose of determining a property's increased value due to inflation shall not commence until five years have elapsed from the new Guaranteed Value Date.

2. A new Guaranteed Value determining increased valuations due to home improvements shall be accepted, provided that the value of said home improvements exceeds a total of \$5,000.

3. A Member may initiate a claim against the Program based upon the new Guaranteed Value beginning five years from the new Registration Date. Until this time, coverage based on the original Certificate Of Participation shall apply.

4. All former Guaranteed Values shall remain in full force and shall be unaffected in any way by these new Guaranteed Values until such time as coverage for the new appraisal commences under the terms of subsection 2 above.

5. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is due to substantial property improvements on the Guaranteed Residence, then the application fee for the appraisal will be one half of the Registration Fee then being charged by the Governing Commission.

6. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is not due to substantial property improvements, the application fee for the new appraisal shall be the amount of the Registration Fee then being charged by the Governing Commission.

7. The new Guaranteed Value shall be subject to all of the conditions, stipulations and provisions of this ordinance.

B. The Member will be issued a new Certificate Of Participation which will state the new Guaranteed Value and Registration Date.

C. Requests for a new Certification Of Participation with a new Guaranteed Value and Registration Date will be initiated by a Member no more than once within any twelve (12) month period.

*Section XII.**Arbitration Procedure.*

If a Member or applicant disagrees with the Guaranteed Value, or dollar depreciation due to failure to maintain the premises, or extent of Physical Perils determined by the Program Appraiser and approved by the Governing Commission, a member may appeal in writing to the Governing Commission within 30 days after the date on which said Guaranteed Value was approved by the Governing Commission. The Governing Commission must respond in writing to the Member's appeal within 30 days after receipt of the written appeal.

If the Member still disagrees with the Governing Commission, the Member may submit a written request for arbitration to the Governing Commission within 30 days after receiving a written response from the Governing Commission.

All such requests for arbitration shall be settled in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association (A.A.A.) and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The determination from this arbitration procedure shall be final and binding.

*Section XIII.**Creation And Maintenance Of The Guarantee Fund.*

A. There is hereby created a Guarantee Fund for the purpose of paying the costs of administering the Program and extending protection to Members pursuant to the terms of Section VII of this ordinance.

B. The Guarantee Fund shall be raised by means of an annual tax levied on all property within the Special Service Area Number \_\_\_\_\_ classified by county ordinance as residential and assessed for property tax purposes.

C. The annual fee shall be adjusted at the end of the first year, in accordance with the cost formula provided in the "Report of the Guaranteed Home Equity Project" (pp. 106--124), to reflect the actual rate of participation in the Program (% of all taxed properties which are Guaranteed Residences) and to include costs for administering the Program.

D. The moneys deposited in the Guarantee Fund shall, as nearly as practicable, be fully and continuously invested or reinvested by the Governing Commission in Investment Obligations which shall be in such amounts and shall mature at such times so that the maturity or date of redemption at the option of the holder of such Investment Obligations

shall coincide, as nearly as practicable with the times at which monies will be required for the purposes provided within, in municipal, state or federal bonds. "Investment Obligation" shall mean direct general obligation of or obligations the payment of principal of and interest on which are unconditionally guaranteed by the governing body issuing them which at the time are legal investments under the laws of the State of Illinois for moneys held hereunder then proposed to be invested therein.

E. The Guarantee Fund shall be used solely and exclusively for the purpose of providing guarantees to Members of the Guaranteed Home Equity Program who reside in Special Service Area \_\_\_\_, and for reasonable salaries, expenses, bills, and fees incurred in administering the Guaranteed Home Equity Program in accordance with Program guidelines, and shall be used for no other purpose.

F. The Guarantee Fund shall be maintained, invested, and expended exclusively by the Governing Commission. Under no circumstance shall the Guarantee Fund be used by any persons, governmental body, public or private agency or concern, or by any other person, party, or entity other than the Governing Commission. Under no circumstance shall the Guarantee Fund be commingled with other funds or investments.

G. An independent audit of the Guarantee Fund and the management of the Program shall be conducted annually and a summary of the audit made available to the public through a local office within the S.S.A. or a public facility such as a local public library.

H. After the termination of the Program, the Governing Commission shall refund the remaining balance of the Guarantee Fund, if any, after all potential liabilities have been satisfied, to the then current property taxpayers of all residential property assessed within Special Service Area Number \_\_\_\_ in an equitable manner proportionate to the manner in which the Guarantee Fund was raised from these same properties.

#### *Section XIV.*

##### *Termination Of The Program.*

A. The Program shall terminate only by action of the City Council repealing this ordinance.

B. The Governing Commission shall provide annual reports to the Mayor and City Council as to the status of the Program, and every five years shall submit to the Mayor and City Council recommendations as to whether the Program should be continued, extended subject to modifications, or terminated.

*Section XV.**Suspension Of Coverage As A Result Of Economic Crisis  
Or Housing Market Recession.*

The Program provides a guarantee only against specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions as they may affect local housing conditions. The Program does not guarantee against a decline in the value of housing due to economic forces such as a national, regional, or municipal depression or recession. In the event of a general decline in the value of housing in the municipal, regional, or national housing market areas, the Governing Commission reserves the right to temporarily suspend coverage under the Program in order to protect the fiscal integrity of the Guarantee Fund. For the purposes of the Program, a housing recession is defined as a 5% annual decline in the median value of existing houses in any 12 month period for the Midwest Region or the City of Chicago, according to statistics published by the National Association of Realtors.

*Section XVI.**Bankruptcy Of The Guarantee Fund.*

If the Guarantee Fund becomes depleted and payments of guarantees under the Program cannot be paid in a timely fashion as required by the Program Guidelines, the Governing Commission may:

1. Temporarily suspend the registration of new Members until such time as the Guarantee Fund is sufficiently restored through the continued collection of annual Special Service Area taxes.
2. Raise the annual tax levy within the limits set forth in this ordinance and in the Program Guidelines and in accordance with the provisions of Illinois state law pertaining to Special Service Areas to restore the solvency of the Guarantee Fund.
3. Borrow funds to meet Program obligations which shall be repaid through the continued collection of annual Special Service Area taxes.
4. Issue bonds, in accordance with procedures contained in Illinois law pertaining to Special Service Areas, for the purpose of securing funds to pay Program obligations. These bonds shall be retired by the levy of taxes in addition to the taxes specified in Section XIII against all property within Special Service Area Number \_\_\_\_\_ classified by county ordinance as residential and assessed for property tax purposes.

Under no circumstances shall the indebtedness or obligation of the Program or the Governing Commission become an indebtedness or obligation of either the State of Illinois or the City of Chicago.

*Section XVII.*

*Immunity And Indemnification.*

A. No individual member of the Guaranteed Home Equity Governing Commission, nor any officer, or employee, whether on salary, wage, or on a voluntary basis, shall be personally liable, and no cause of action may be brought for damages resulting from the exercise of judgement or discretion in connection with the performance of Program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

B. The Governing Commission shall indemnify each individual member of the Governing Commission, and each officer, and each employee, whether on salary, wage, or on a voluntary basis, out of Program funds, against any and all losses, damages, judgements, interest, settlements, fines, court costs, or other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such individual in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of Program duties. Any settlements of any claim must be made with prior approval of the Governing Commission in order for indemnification to be available under this section.

C. The immunity and indemnification provided by this section shall not be available to any individual for any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, knowing violation of the law, or for a transaction from which such individual derives an improper personal benefit.

*Section XVIII.*

*Suits.*

No suit brought under the terms of this ordinance shall be sustainable in a court of law or equity unless all conditions, stipulations and provisions of this Program have been complied with, and unless the suit is brought within twelve months after the event of the subject of litigation.

*Section XIX.**Other Programs Or Insurance.*

If insurance or payment is available to provide protection similar to that provided by this Program, the Governing Commission shall not be liable for a greater proportion of the loss than the amount provided by this Program bears to the total amount available from all sources.

*Section XX.**Penalty.*

Any person violating the provisions of this ordinance shall in addition to other remedies provided by law be fined not to exceed \$1,000.00 for each offense.

*Section XXI.**Effective Date.*

This ordinance shall become effective immediately upon the passage thereof.

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*Action Deferred --* CREATION OF SPECIAL SERVICE AREA AND  
ESTABLISHMENT OF GUARANTEED HOME EQUITY  
PROGRAM FOR AREA BOUNDED BY SOUTH  
KEDZIE AVENUE, WEST 75TH STREET,  
SOUTH WESTERN AVENUE AND  
WEST 87TH STREET.

The Committee on Finance submitted a report, which was, on motion of Aldermen Banks, Krystyniak, Cullerton and Madrzyk, *Deferred* and ordered published:

CHICAGO, May 11, 1988.

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

Your Committee on Finance having had under consideration an ordinance concerning the creation of a Special Service Area and establishment of a "Guaranteed Home Equity Program" for an area generally bounded by Kedzie Avenue, 75th Street, Western Avenue and 87th Street having had the same under advisement, begs leave to report and recommend that Your Honorable Body do not pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 21 members of the committee with 5 dissenting votes.

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. A public hearing shall be held by the Chicago City Council on a date to be announced, at a neighborhood location to be announced in Chicago, Illinois, to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area Number \_\_\_\_\_ in the City of Chicago within the territory described in the Notice set forth in Section 3 hereof, sufficient to produce the revenues required to establish a Guaranteed Home Equity Program therein. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

SECTION 2. The ordinance creating the Special Service Area Number \_\_\_\_\_ for the purpose of establishing a Guaranteed Home Equity Program is set forth below in an Appendix.

SECTION 3. Notice of hearing shall be published by the City Clerk at least once not less than 15 days prior to the public hearing in the *Chicago Sun-Times*, a newspaper published in the City of Chicago. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area. The notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be substantially in the following form:

## Notice Of Hearing.

City Of Chicago Special Service Area Number \_\_\_\_\_.

Notice is hereby given that on the (date to be determined), at (time to be determined) at (neighborhood location to be determined) a hearing will be held by the City Council of the City of Chicago to consider the levy of an annual tax upon all property classified by county ordinance as residential and assessed for tax purposes within Special Service Area Number \_\_\_\_\_ consisting of the territory beginning at the intersection of 75th Street and Kedzie Avenue, continuing East along 75th Street to the intersection of 75th Street and Western Avenue, continuing South along Western Avenue to the intersection of 87th Street and Western Avenue, continuing West along 87th Street to the intersection of 87th Street and Kedzie Avenue, continuing North along Kedzie Avenue to the intersection of 75th Street and Kedzie Avenue.

The purpose of the formation of City of Chicago Special Service Area Number \_\_\_\_\_, in general, is to guarantee that the value of a participating residential property owner will not fall below its market value established at the time the property owner registers in the program, provided the property owner remains in the program for at least five years, keeps the property well maintained, continuously occupies the property as the owner's principal place of residence, and otherwise adheres to the guidelines and procedures of the program.

At the hearing there will be considered a special tax to be levied against all property classified by county ordinance as residential and assessed for tax purposes in the Special Service Area for the provision of special services in the service area. The taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939.

All interested persons affected by the formation of City of Chicago Special Service Area Number \_\_\_\_\_, including all persons owning real estate or taxable property located within said area, will be given an opportunity to be heard regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area. Also, any such person may file with the City Clerk written objections to any issue embodied in this notice. The hearing may be adjourned by the City Council to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within 30 days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy or imposition of the annual tax, no such area may be created, or tax may be levied or imposed.

Dated this (date to be determined),

City Clerk



SECTION 4. This ordinance shall become effective immediately upon the passage thereof.

Appendix attached to this ordinance reads as follows:

*Appendix.*

*Ordinance To Create Special Service Area*

*Number \_\_\_\_\_ And Establish A*

*"Guaranteed Home Equity Program".*

*Section I.*

*Creation Of Guaranteed Home Equity Program;*

*Designation Of Special Service Area.*

There is hereby created a Guaranteed Home Equity Program on the terms and conditions set forth in this ordinance with area designated as follows, to be known hereafter as Special Service Area Number \_\_\_\_\_:

*Section II.*

*Purpose Of The Guaranteed Home Equity Program.*

The purpose of the Program is to guarantee that the value of a Member's property will not fall below its fair market value established at the time the Member registers in the Program, provided the Member remains in the Program for at least five years, keeps the property well maintained, continuously occupies the property as the Member's principal place of residence, and adheres to guidelines and procedures established by the Program. By providing such a guarantee, the Program is intended to provide relief only from specifically local adverse housing market conditions within the S.S.A. as they may differ

from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions, nor does it provide relief from local adverse conditions caused by Physical Perils such as natural disasters or acts of God, or depreciation due to failure to maintain a Guaranteed Residence, as detailed in Section X on Exclusions. Furthermore, the Program does not provide, serve as, or replace homeowner's insurance or other conventional forms of insurance.

### *Section III.*

#### *Definitions.*

The following words and phrases are defined as follows for the purposes of this ordinance:

A. "Certificate of Participation" means the duly notarized document of membership in the Program, signed by the Qualified Applicant and an authorized representative of the Governing Commission, which specifies the location and description of the Guaranteed Residence, its Guaranteed Value, the Registration Date, and has attached a Program Appraisal for the Guaranteed Residence.

B. "Community Organization" means a not-for-profit organization which has been registered with the State of Illinois for at least five years as a not-for-profit organization, which qualifies for not-for-profit status under the Internal Revenue Code 501(c)(3) or 501(c)(4), which continuously maintains an office or business located within Special Service Area Number \_\_\_\_\_ together with a current listed telephone number, and whose members reside within Special Service Area Number \_\_\_\_\_.

C. "Eligible Applicant" means a natural owner of a Qualified Residence within Special Service Area Number \_\_\_\_\_ who continuously occupies or has Family Members who occupy such Qualified Residence as a principal place of residence.

D. "Family Member" means a spouse, children, step-children, parents, grandparents, parents of a spouse, brothers, or sisters of the Member. Family member also means brothers or sisters of a spouse of the Member.

E. "Gross Selling Value" means the dollar amount of purchase of a Guaranteed Residence and shall include any amount that the Member agrees to assume on behalf of a buyer or prospective buyer, including such things as broker commissions, points, legal fees, personal financing, or other items of value.

F. "Guarantee Fund" means the funds collected by the provisions of Special Service Area Number \_\_\_\_\_ for the purpose of guaranteeing the property values of Members within the Special Service Area.

G. "Guaranteed Residence" means the Qualified Residence for which a Certificate of Participation has been issued and which is occupied continuously as the place of legal residence by the Member or Family Member and described in the Certificate of Participation, and entitled to coverage under this Act.

H. "Guaranteed Value" means the appraised valuation based upon a standard of current fair market value on the Qualified Residence as determined by a Program Appraiser pursuant to accepted professional appraisal standards and which is authorized by the Governing Commission for the Registration Date. The Guaranteed Value shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

I. "Member" means a natural person who owns and occupies a Guaranteed Residence in Special Service Area Number \_\_\_\_, which is his or her principal legal residence or is occupied continuously as a principal legal residence by a Family Member, who has applied for and been accepted as a member of Program as indicated by a Certificate of Participation.

J. "Offer" or "Bona Fide Offer" means an offer made in good faith and for a valuable consideration to purchase a Qualified Residence.

K. "Owner" means a natural person who is the titleholder or beneficiary of a trust which is the legal titleholder.

L. "Physical Perils" means physical occurrences such as, but not limited to, fire, windstorm, hail, water damage, nuclear explosion or seepage, war, insurrection, water damage, wear and tear, cracking, settling, vermin, rodents, vandalism, pollution, or contamination, and all such related occurrences or acts of God.

M. "Program" means the Guaranteed Home Equity Program.

N. "Program Appraisal" means a real estate appraisal conducted by a Program Appraiser for the purpose of establishing the Guaranteed Value of a Qualified Residence under the Program and providing a general description of the condition of the Qualified Residence. The Program Appraisal shall be used solely by the Governing Commission for the purpose of administering the Program, and shall remain confidential.

O. "Program Appraiser" means a real estate appraiser who meets the professional standards established by the American Institute of Real Estate Appraisers (A.I.R.E.A.) or the American Society of Appraisers (A.S.A.) and who is approved by the Governing Commission to conduct Program Appraisals under the provisions of this Program.

P. "Program Guidelines" means those policies, rules, regulations and by-laws established from time to time by the Governing Commission to explain, clarify, or modify the Program in order to fulfill its goals and objectives.

Q. "Qualified Residence" means a building: 1) located in Special Service Area Number \_\_\_\_ having at least one, but not more than six dwelling units; 2) classified by county ordinance as residential and assessed for property tax purposes; 3) principally and

continuously occupied by a Member or Family Member having at least one dwelling unit contained therein as the principal legal residence of such Member or Family Member.

R. "Registration Date" means the date of receipt of a completed application for participation and Registration Fee from a Qualified Applicant by the Governing Commission.

S. "Registration Fee" means the fee which is established from time to time by the Governing Commission to defray the cost of a Program Appraisal on a Qualified Residence.

#### *Section IV.*

##### *Guaranteed Home Equity Governing Commission.*

A. There is hereby created a Guaranteed Home Equity Governing Commission (hereafter referred to as Governing Commission) whose role will be to administer the Guaranteed Home Equity Program (hereafter referred to as the Program). The specific duties and functions of the Governing Commission in policy and administration shall include the following:

1. To conduct the day-to-day operation of the Program, including but not limited to the administration of homeowner applications for participation in the Program and homeowner claims against the Guaranteed Home Equity Fund (hereafter referred to as the Guarantee Fund).
2. To establish policies, rules, regulations, by-laws and procedures for both the Governing Commission and the Program. No policies, rules, regulations, or by-laws shall be adopted by the Governing Commission without prior notice to residents of Special Service Area \_\_\_\_ and an opportunity for such residents to be heard.
3. To provide annual status reports on the Program to the Mayor and City Council, and to recommend to the Mayor and City Council that the Program be extended, terminated, or extended subject to modifications of the Program.
4. To establish Guaranteed Value standards which are directly linked to the Program Appraisal, to approve Guaranteed Values, to establish requirements for Program Appraisers consistent with Section III, subparagraph (N) and to designate Program Appraisers.
5. To manage, administer and invest the Guarantee Fund established herein pursuant to the terms of this Program.
6. To dispose of real property as required under this Program and to liquidate acquired assets to maintain the Guarantee Fund.

7. To participate in arbitration required under this Program, and to subpoena all necessary persons, parties or documents required to proceed with such arbitration proceedings.

8. To employ necessary personnel, acquire necessary office space, enter contractual relationships and disburse funds as the Governing Commission sees fit by means of revenue contained in the Guarantee Fund.

9. To advise the Mayor and the City Council as to whether Guaranteed Home Equity Programs should be established in other Chicago neighborhoods.

10. To perform such other functions in connection with the Program and the Guarantee Fund as required under this ordinance.

B. The Governing Commission shall consist of nine individuals, nominated by established Community Organizations within Special Service Area Number \_\_\_\_\_, appointed by the Mayor, and approved by the City Council. A Community Organization may recommend up to 20 individuals to serve on the Governing Commission. At least five of the members of the Governing Commission holding office at any given time must reside within Special Service Area \_\_\_\_\_. The initial terms shall be as follows:

3 members whose term shall expire (in one year)

3 members whose term shall expire (in two years)

3 members whose term shall expire (in three years)

All succeeding terms shall be for three years, and no member shall serve more than two consecutive terms. Governing Commission members shall serve without compensation except for reimbursement for reasonable expenses incurred in the performance of their duties hereunder.

C. All proceedings and meetings of the Governing Commission shall be conducted in accordance with the provisions of "An act in relation to meetings," as now or hereafter amended. (Ill. Rev. Stat. 1985, Ch. 102, Par. 41 et seq.)

#### *Section V.*

#### *Eligibility.*

Those persons eligible to apply for membership in the Program shall be limited to Owner occupants or Owners having Family Members as occupants of Qualified Residences in Special Service Area Number \_\_\_\_\_.

*Section VI.**Application Procedures.*

A. Eligible persons shall apply to the Program by submitting a Registration Fee as determined by the Governing Commission. Prior to accepting a Registration Fee, the Governing Commission shall inform the applicant of the rights, duties and obligations of both the Member and the Governing Commission under the Program. Upon receipt of the Registration Fee, the Qualified Residence of the applicant shall be appraised by a Program Appraiser to determine the Guaranteed Value of the residence.

B. At its option, the Governing Commission may require that a second Program Appraisal be conducted on the Qualified Residence, at the expense of the Governing Commission, if it determines that the first Program Appraisal is incomplete, inadequate, or inaccurate.

C. A Certificate Of Participation shall then be issued to the Eligible Applicant certifying membership in the Program and detailing the Guaranteed Value, the Registration Date, the address and description of the Guaranteed Residence, and a description of the guaranteed conditions and exclusions of the Program, to which an authorized Program Appraisal is attached.

*Section VII.**Guarantee Provided By The  
Guaranteed Home Equity Plan.*

Members or their estates which are participating in this program pursuant to Section VI shall be paid 100% of the difference between the Guaranteed Value as determined by this Program and the Gross Selling Value determined in Paragraph VIII below if the Guaranteed Value is higher than the Gross Selling Value. Guarantees provided by the Program shall only apply to sales made five years or more after date of issuance of the Certificate of Participation and shall be provided subject to all of the terms, conditions and stipulations of this Program. Guarantees provided by the program shall, in addition, extend only to those who qualify as Members at the time of their application, or to the estates of Members provided that the Member's estate applies within two years of the Member's decease.

*Section VIII.*

*Procedures For Obtaining Benefits.*

A. In order to be eligible for payment under the Program, a Member must follow the procedures set forth in this Section and the Program Guidelines issued by the Governing Commission.

B. A Member must file a "Notice of Intent to Sell" with the Governing Commission in accordance with Program Guidelines if and when the Member intends to place the Guaranteed Residence on the market for sale. Such notice shall be in writing and filed by either personal delivery or registered mail. In filing a "Notice of Intent to Sell", the Member agrees not to enter into a contract with a real estate broker or agent to list the Guaranteed Residence until first obtaining counselling from the Governing Commission. In so filing, the Member further agrees to receive counselling as to the rights and responsibilities of membership, as to proper and acceptable methods for listing residential property, and as to procedures for filing a claim for payment under the Program; provided, however, that the counselling provided by the Governing Commission shall not include advising the Member with respect to the selection of a real estate broker or agent. The Governing Commission must make counselling available to a Member within 7 days after a Member files such notice. The Governing Commission's failure to comply with this deadline shall not prejudice the Member's eligibility or rights under the Program. A Member is not eligible to file a "Notice of Intent to Sell" until five years after the Member's Registration Date.

C. A Member is required to list the Guaranteed Residence according to Program Guidelines, including employing complete and proper methods for listing residential property, listing the Guaranteed Residence at a price which reasonably can be expected to attract buyers, and providing reasonable access for potential buyers to see the Guaranteed Residence.

D. After receiving such counselling, a Member may list the Guaranteed Residence in accordance with Program Guidelines with a real estate broker of the Member's choice, but for no longer than ninety (90) days following the date on which the Member received counselling.

E. Upon receipt of a "Notice of Intent to Sell", the Governing Commission has the right to have the Guaranteed Residence inspected by a Program Appraiser within 60 days at the Governing Commission's expense in order to determine if the Guaranteed Residence is in substantially the same condition as described by the Program Appraisal attached to the Certificate Of Participation. If the Guaranteed Residence fails to meet this standard, the following procedures must be followed:

- i. The Program Appraiser will determine the percentage depreciation of the Guaranteed Residence due to failure to maintain the premises.

ii. This percentage figure shall be multiplied by the Guaranteed Value to determine the dollar depreciation due to failure to maintain the premises.

iii. This dollar depreciation shall be subtracted from the Guaranteed Value to derive a lower Guaranteed Value to be used for the purpose of determining the amount of payment afforded under this Program.

F. A Member must make the Guaranteed Residence available to a Program Appraiser within a reasonable time within this 60 day period after receipt of actual notice from the Governing Commission that an inspection under Paragraph E is required or said Member's coverage under the Program shall be null, void and of no further effect, and the Member's Registration Fee shall be forfeited.

G. Ninety days after receiving counselling from Governing Commission, a Member is eligible to file a "Notice of Intent to Claim" with the Governing Commission, in accordance with guidelines established by the Governing Commission, attesting to the fact that the Member has followed Program Guidelines in listing the Guaranteed Residence, that the Member is unable to obtain an offer for purchase of the Guaranteed Residence for at least its Guaranteed Value, and that the Member intends to file a claim against the Program. Such notice must include verifiable evidence of placement of the Guaranteed Residence on the market, the dates such placement took place, and must list all reasonable offers to buy the property. Verifiable evidence may include a copy of advertisements for sale, a contract with a licensed real estate broker, or other evidence found satisfactory to a majority of the Governing Commission.

H. Upon receipt by the Governing Commission of the "Notice of Intent to Claim", the Commission has 60 days during which time it may require the Member to list the Guaranteed Residence at a price that the Governing Commission deems reasonable with a real estate agency, of the Governing Commission's choosing, that shall agree to list the Guaranteed Residence with a Multiple Listing Service which serves the City of Chicago.

I. During this 60 day period, the Member must forward to the Governing Commission all offers of purchase. If the Member receives an offer of purchase, which can reasonably be expected to be consummated if accepted and whose Gross Selling Value is greater than the Guaranteed Value of the Guaranteed Residence, no benefits may be claimed. With respect to any offer to purchase at a Gross Selling Value that is less than the Guaranteed Value, as determined by Paragraph E of this section, the Member shall file such offer with the Governing Commission by either personal delivery or registered mail. The Governing Commission shall within three (3) working days from its receipt of such offer(s) either:

1. Approve the offer for purchase--whereupon the Governing Commission shall authorize the payment of the amount afforded by Section VII of this ordinance upon receipt of verifiable evidence of the sale of the Guaranteed Residence subject to the following conditions:

a. Sales involving eminent domain shall be covered as set forth in Paragraph M.

b. Sales subsequent to an insured property and casualty loss shall be guaranteed for the Guaranteed Value as determined according to Paragraph E.



c. Contract sales shall be guaranteed as determined by the Guaranteed Value in Paragraph E, but proceeds payable from the Program shall be disbursed in equal annual installments over the life of the contract.

2. Reject the offer--whereupon the Member shall continue showing the Guaranteed Residence to prospective purchasers until the termination of the 60 day period. Or

3. Exercise the Governing Commission's (or its agent's) Option to Purchase the Guaranteed Residence at the offered purchase price, whereupon the Governing Commission shall authorize the amount of payment afforded by Section VI of this ordinance.

The Governing Commission's failure to act upon an offer within three (3) working days shall be deemed to be a rejection of the offer.

J. No guarantee is afforded under this Program until 60 days after a Member files a "Notice of Intent to Claim". Furthermore, the Governing Commission shall be required to make payments to a Member only upon receipt of verifiable evidence of the actual sale of the Guaranteed Residence in accordance with the terms agreed upon between the Member and the Governing Commission at the time the Governing Commission authorized payment. If a Member rejects an offer for purchase which has been submitted to and approved by the Governing Commission, the Governing Commission shall not be liable for any future guarantee payment larger than authorized for this proposed sale.

K. If a Member fully complies with Program Guidelines but does not receive any additional good faith offer to purchase the Guaranteed Residence within this 60 day period after filing "Notice of Intent to Claim", or if the Governing Commission does not approve a good faith offer within this 60 day period, the Governing Commission or its assigns must within 60 days either:

1. Purchase the Guaranteed Residence for the Guaranteed Value, in which case the Member shall convey an unencumbered warranted deed to the Governing Commission or its assigns; or

2. Arrange for the purchase of the Guaranteed Residence and pay the Member the difference between the Gross Selling Value and the Guaranteed Value, if the Gross Selling Value is less than the Guaranteed Value.

L. Payments under the Program as provided in Section VI of this ordinance shall not be made until the sale of the Guaranteed Residence has closed and title has passed.

M. Where a Guaranteed Residence is to be acquired by use of eminent domain, the following procedures shall apply:

1. If the Member rejects an offer from the condemning body equal to or greater than the Guaranteed Value, there shall be no protection provided under the Program.

2. If the condemning body offers less than the Guaranteed Value, the Governing Commission may either:

a. Offer to pay 100% of the difference between the Guaranteed Value and the offering price if the Member agrees to sell at the offered price, and in no event shall the Member receive from the Program any payment in excess of the Program payment provided for in this subsection (a).

b. Advise the Member that the offer is inadequate and should be refused. If the Member under these circumstances desires to accept the offer, then the property shall be acquired from the Member by the Governing Commission at the offered price plus 100% of the difference between the offered price and the appraised value. If the Member refuses the offer pursuant to this subsection (b) and the final court determination of the value of the property is less than the Guaranteed Value, then the Governing Commission shall pay 100% of the difference between the judgement and the Guaranteed Value.

#### *Section IX.*

#### *Other Conditions.*

Members shall otherwise agree to abide by all conditions, stipulations and provisions of the Program and shall not be eligible for protection hereby unless all such conditions, stipulations and provisions have been met. Any Member failing to abide by the conditions, stipulations and provisions of this Program shall forfeit the Registration Fee.

#### *Section X.*

#### *Exclusions.*

A. Diminution of value due to the occurrence of Physical Perils shall not be afforded protection by the Program.

B. Depreciation due to failure to maintain the Guaranteed Residence in good repair shall not be protected. This exclusion is reflected in the adjustment procedure of Section VIII E, whereby a new, lower Guaranteed Value is derived reflecting this type of depreciation.

C. No protection shall be provided by the Program for any Member who knowingly affirms falsely to any matter or thing required to be affirmed by the terms of the Program or engages in fraud, misrepresentation or concealment in any process involving this Program, and the Governing Commission shall negate all protection provided that Member by this Program.

*Section XI.*

*Methods For Establishing A New Guaranteed Value  
And Registration Date.*

A. A Member has the option of applying for a new Program Appraisal by a Program Appraiser which will then establish a new Certificate Of Participation with a new Registration Date. The Governing Commission may exercise the right to require a second Program Appraisal in accordance with the provisions detailed in Section VI. This new Guaranteed Value shall be subject to the following conditions:

1. A new Guaranteed Value established solely for the purpose of determining a property's increased value due to inflation shall not commence until five years have elapsed from the new Guaranteed Value Date.

2. A new Guaranteed Value determining increased valuations due to home improvements shall be accepted, provided that the value of said home improvements exceeds a total of \$5,000.

3. A Member may initiate a claim against the Program based upon the new Guaranteed Value beginning five years from the new Registration Date. Until this time, coverage based on the original Certificate Of Participation shall apply.

4. All former Guaranteed Values shall remain in full force and shall be unaffected in any way by these new Guaranteed Values until such time as coverage for the new appraisal commences under the terms of subsection 2 above.

5. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is due to substantial property improvements on the Guaranteed Residence, then the application fee for the appraisal will be one half of the Registration Fee then being charged by the Governing Commission.

6. If the Governing Commission, by majority vote, concludes that the application for a new appraisal is not due to substantial property improvements, the application fee for the new appraisal shall be the amount of the Registration Fee then being charged by the Governing Commission.

7. The new Guaranteed Value shall be subject to all of the conditions, stipulations and provisions of this ordinance.

B. The Member will be issued a new Certificate Of Participation which will state the new Guaranteed Value and Registration Date.

C. Requests for a new Certification Of Participation with a new Guaranteed Value and Registration Date will be initiated by a Member no more than once within any twelve (12) month period.

## *Section XII.*

### *Arbitration Procedure.*

If a Member or applicant disagrees with the Guaranteed Value, or dollar depreciation due to failure to maintain the premises, or extent of Physical Perils determined by the Program Appraiser and approved by the Governing Commission, a member may appeal in writing to the Governing Commission within 30 days after the date on which said Guaranteed Value was approved by the Governing Commission. The Governing Commission must respond in writing to the Member's appeal within 30 days after receipt of the written appeal.

If the Member still disagrees with the Governing Commission, the Member may submit a written request for arbitration to the Governing Commission within 30 days after receiving a written response from the Governing Commission.

All such requests for arbitration shall be settled in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association (A.A.A.) and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The determination from this arbitration procedure shall be final and binding.

## *Section XIII.*

### *Creation And Maintenance Of The Guarantee Fund.*

A. There is hereby created a Guarantee Fund for the purpose of paying the costs of administering the Program and extending protection to Members pursuant to the terms of Section VII of this ordinance.

B. The Guarantee Fund shall be raised by means of an annual tax levied on all property within the Special Service Area Number \_\_\_\_\_ classified by county ordinance as residential and assessed for property tax purposes.

C. The annual fee shall be adjusted at the end of the first year, in accordance with the cost formula provided in the "Report of the Guaranteed Home Equity Project" (pp. 106--124), to reflect the actual rate of participation in the Program (% of all taxed properties which are Guaranteed Residences) and to include costs for administering the Program.

D. The moneys deposited in the Guarantee Fund shall, as nearly as practicable, be fully and continuously invested or reinvested by the Governing Commission in Investment Obligations which shall be in such amounts and shall mature at such times so that the maturity or date of redemption at the option of the holder of such Investment Obligations shall coincide, as nearly as practicable with the times at which monies will be required for the purposes provided within, in municipal, state or federal bonds. "Investment Obligation" shall mean direct general obligation of or obligations the payment of principal of and interest on which are unconditionally guaranteed by the governing body issuing them which at the time are legal investments under the laws of the State of Illinois for moneys held hereunder then proposed to be invested therein.

E. The Guarantee Fund shall be used solely and exclusively for the purpose of providing guarantees to Members of the Guaranteed Home Equity Program who reside in Special Service Area \_\_\_\_, and for reasonable salaries, expenses, bills, and fees incurred in administering the Guaranteed Home Equity Program in accordance with Program guidelines, and shall be used for no other purpose.

F. The Guarantee Fund shall be maintained, invested, and expended exclusively by the Governing Commission. Under no circumstance shall the Guarantee Fund be used by any persons, governmental body, public or private agency or concern, or by any other person, party, or entity other than the Governing Commission. Under no circumstance shall the Guarantee Fund be comingled with other funds or investments.

G. An independent audit of the Guarantee Fund and the management of the Program shall be conducted annually and a summary of the audit made available to the public through a local office within the S.S.A. or a public facility such as a local public library.

H. After the termination of the Program, the Governing Commission shall refund the remaining balance of the Guarantee Fund, if any, after all potential liabilities have been satisfied, to the then current property taxpayers of all residential property assessed within Special Service Area Number \_\_\_\_ in an equitable manner proportionate to the manner in which the Guarantee Fund was raised from these same properties.

#### *Section XIV.*

##### *Termination Of The Program.*

A. The Program shall terminate only by action of the City Council repealing this ordinance.

B. The Governing Commission shall provide annual reports to the Mayor and City Council as to the status of the Program, and every five years shall submit to the Mayor and City Council recommendations as to whether the Program should be continued, extended subject to modifications, or terminated.

*Section XV.**Suspension Of Coverage As A Result Of Economic Crisis  
Or Housing Market Recession.*

The Program provides a guarantee only against specifically local adverse housing market conditions within the S.S.A. as they may differ from municipal, regional, or national housing conditions. The Program does not provide relief from adverse municipal-wide, regional, or national housing market conditions as they may affect local housing conditions. The Program does not guarantee against a decline in the value of housing due to economic forces such as a national, regional, or municipal depression or recession. In the event of a general decline in the value of housing in the municipal, regional, or national housing market areas, the Governing Commission reserves the right to temporarily suspend coverage under the Program in order to protect the fiscal integrity of the Guarantee Fund. For the purposes of the Program, a housing recession is defined as a 5% annual decline in the median value of existing houses in any 12 month period for the Midwest Region or the City of Chicago, according to statistics published by the National Association of Realtors.

*Section XVI.**Bankruptcy Of The Guarantee Fund.*

If the Guarantee Fund becomes depleted and payments of guarantees under the Program cannot be paid in a timely fashion as required by the Program Guidelines, the Governing Commission may:

1. Temporarily suspend the registration of new Members until such time as the Guarantee Fund is sufficiently restored through the continued collection of annual Special Service Area taxes.
2. Raise the annual tax levy within the limits set forth in this ordinance and in the Program Guidelines and in accordance with the provisions of Illinois state law pertaining to Special Service Areas to restore the solvency of the Guarantee Fund.
3. Borrow funds to meet Program obligations which shall be repaid through the continued collection of annual Special Service Area taxes.
4. Issue bonds, in accordance with procedures contained in Illinois law pertaining to Special Service Areas, for the purpose of securing funds to pay Program obligations. These bonds shall be retired by the levy of taxes in addition to the taxes specified in Section XIII against all property within Special Service Area Number \_\_\_\_\_ classified by county ordinance as residential and assessed for property tax purposes.

Under no circumstances shall the indebtedness or obligation of the Program or the Governing Commission become an indebtedness or obligation of either the State of Illinois or the City of Chicago.

*Section XVII.*

*Immunity And Indemnification.*

A. No individual member of the Guaranteed Home Equity Governing Commission, nor any officer, or employee, whether on salary, wage, or on a voluntary basis, shall be personally liable, and no cause of action may be brought for damages resulting from the exercise of judgement or discretion in connection with the performance of Program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

B. The Governing Commission shall indemnify each individual member of the Governing Commission, and each officer, and each employee, whether on salary, wage, or on a voluntary basis, out of Program funds, against any and all losses, damages, judgements, interest, settlements, fines, court costs, or other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such individual in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of Program duties. Any settlements of any claim must be made with prior approval of the Governing Commission in order for indemnification to be available under this section.

C. The immunity and indemnification provided by this section shall not be available to any individual for any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, knowing violation of the law, or for a transaction from which such individual derives an improper personal benefit.

*Section XVIII.*

*Suits.*

No suit brought under the terms of this ordinance shall be sustainable in a court of law or equity unless all conditions, stipulations and provisions of this Program have been complied with, and unless the suit is brought within twelve months after the event of the subject of litigation.

*Section XIX.**Other Programs Or Insurance.*

If insurance or payment is available to provide protection similar to that provided by this Program, the Governing Commission shall not be liable for a greater proportion of the loss than the amount provided by this Program bears to the total amount available from all sources.

*Section XX.**Penalty.*

Any person violating the provisions of this ordinance shall in addition to other remedies provided by law be fined not to exceed \$1,000.00 for each offense.

*Section XXI.**Effective Date.*

This ordinance shall become effective immediately upon the passage thereof.

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**COMMITTEE ON AVIATION.**

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**EXECUTION OF AGENCY AND PARTICIPATION AGREEMENT WITH  
STATE OF ILLINOIS FOR CHICAGO MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, May 11, 1988.



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

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of an ordinance authorizing the Department of Aviation to sign an Agency and Participation Agreement with the State of Illinois. The State of Illinois acts as the agent for the City for F.A.A. grants at Chicago Midway Airport (which was referred on April 27, 1988), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by (9) nine 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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form.

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

Agency and Participation Agreement attached to this ordinance reads as follows:

*Agency And Participation**And**City-State Project Agreement.*

*Cicero Avenue (Illinois Route 50, F.A.P. Route 128)*

*From 63rd Street North To 54th Street.*

*State Section No.: 329R-83*

*State Job No.: C-91-845-83.*

This Agreement, entered into 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 and the Department of Aviation hereinafter called the "City".

*Witnesseth:*

Whereas, the City desires to sponsor a project for the further development of a public air navigation facility, known or to be designated as the Chicago Midway Airport under the Airport and Airway Improvement Act of 1982, Title 49, United States Code, Section 2201 et seq., (hereinafter referred to as "A.I.P."), and Rules, Regulations and Procedures promulgated pursuant thereto; and under the Illinois Aeronautics Act, Illinois Revised Statutes, Chapter 15-1/2, Paragraph 22.1 et seq.; and

Whereas, this project shall be identified as Ill. Proj. 88A-27-1267, A.I.P. Project 3-17-0025-10, and described as:

Acquire land (approx. 9 acres, fee); install P.A.P.I. on Runway 13R; strengthen, mark and relight, (M.I.) Taxiway P (approx. 1,020 feet x 60 feet) including 12-foot paved shoulders; construct future apron sewer and outfall sewer; replace portion of taxiway guidance signs; demolish Esmark Hangar and relocate 1,150 ln. feet of service road; relocate perimeter fence and R.E.I.L.'s for Runway 22L including remarking and relighting runway threshold; install lights (M.I.) and shoulder on Taxiway N (approx. 350 ln. feet); acquire safety and snow removal equipment. Relocate Cicero Avenue between 63rd Street and 54th Street (in the vicinity of Midway Airport). The project will include roadway realignment (at Midway Airport) and reconstruction to provide three 11-foot width through traffic lanes in each direction separated by a 14-foot

pointed median, new curb and gutter, upgrading existing drainage system, relocation and modernization of traffic signals at 60th Street, at 59th Street, at South Airport Drive, at North Airport Drive and at 55th Street, relocation of existing lighting system and all incidental work.

Whereas, the "State" and the "City", in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to reconstruct and realign Cicero Avenue between 63rd Street and 54th Street (in the vicinity of Midway Airport) hereinafter referred to as the "Project"; 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 is 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 project; 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, under the federal regulations, certain written agreements for the Project may be required; and

Whereas, the City has applied for state assistance in procuring state and federal funds and desires the State to act as City's agent in matters connected with the project described above; and

Whereas, the State has filed a preapplication for federal funds with the Federal Aviation Administration ("F.A.A.") on behalf of the City and has been appropriated certain monies for the aforesaid project; and

Whereas, the F.A.A. has issued to the City a Grant Agreement in the sum of \$7,525,222.00; and

Whereas, the parties hereto, by this agreement, do hereby (a) fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to the United States, and (b) designate the State as the party to accept, receipt for and disburse all federal, state and city funds used or to be used in payment of the costs of said project or in reimbursement to either of the parties hereto for costs previously incurred;

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the project, It Is Mutually Covenanted And Agreed as follows:

1. The City and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Section 503(21) of the A.I.P. Act. As the Sponsor, the City agrees to assume the responsibility that all aspects of the grant and project and later operation of the Airport facility are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives.
2. A grant offer from the United States has been tendered in the amount of \$7,525,222. It is estimated that the share of the City in the estimated project construction costs will be approximately \$3,800,000, and that its share of total project costs will be approximately \$4,341,400. The City specifically agrees that it shall pay any project costs which exceed the sum of the State's funds and federal funds as are herein committed for this project.

The estimated total project cost for said project is \$15,758,450. The State hereby agrees, subject to the approval of the Governor, to participate in the project, for payment of such project costs as indicated on the attached "Estimate of Cost and Participation" breakdown.

On project costs eligible for seventy-five and no/1000 percent (75.000%) F.A.A. participation, the State will participate up to five and no/1000 percent (5.000%) of improvements on the Airport and twenty-five and no/1,000 percent (25.000%) of F.A.A. eligible areas on Cicero Avenue.

Subject to the approval of the Governor, the State will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the State, but in no event shall the State's participation in any approved overruns and contingencies on F.A.A. eligible work cause the total amount of the State's participation in the project as a whole to exceed \$390,865 in Series B Funds. It is further agreed that the City will reimburse the State for any payment or payments made hereunder by the State which are in excess of the State's percentage of financial participation as heretofore stated or in excess of the State's total participation.

Payments to the Contractor and/or Consulting Engineer shall be made from time to time on the basis of field reports submitted by the Resident or Project Engineer and approved by the Chief Engineer of the State, up to ninety percent (90%) of contract price. The remaining ten percent (10%) may be retained by the State until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractor and/or Engineer are properly completed.

The (IX) funds as shown on the attached estimate of cost, relevant to the roadway (relocation of Cicero Avenue--roadway and signal work) portion of the project will be covered by a separate agreement, between the Division of Highways and the City of Chicago appropriate Divisions.

3. By executing this agreement, the City certifies to the State that it has sufficient funds to meet its share of the costs as heretofore stated.
4. The State shall, for all purposes in connection with the project identified above, be the agent of the City. The City herewith grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, receipt for, and deposit with the State Treasurer any and all project funds granted, allowed, and paid or made available by the (1) United States under the A.I.P. and congressional appropriation made pursuant thereto; (2) the State of Illinois;
  - b. approve the award of contracts after the execution of the federal grant agreement;
  - c. participate in pre-construction conferences, issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
  - d. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is irreconcilable conflict or differences of opinion, judgment, order or direction between the State and any engineer, contractor, or the City, the State shall issue a written order which shall prevail and be controlling;
  - e. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State approved contracts;
  - f. coordinate and conduct semi-final and final inspections;
  - g. obtain contractor and material supplier releases in accordance with state law;
  - h. review, approve and submit "as built" plans to the F.A.A.;
  - i. pay to the City, from federal and state project funds, where the City has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the City. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the City. These costs include purchase price and costs incidental to acquisition of the said land, excluding administrative costs;
  - j. pay to the City, from federal and state project funds, the portion of reasonable and eligible project costs incurred by the City that are in excess of the City's share.

5. Notwithstanding the provisions of Paragraph 4 above, the City shall be the signatory party, in its own name, stead, right and behalf, to the Application for Federal Assistance made or to be made to the F.A.A., to the Acceptance of such Grant Offer as shall be tendered by the United States, through the F.A.A., and to any and all Amendments to such Grant Agreement. The State shall submit this Agency and Participation Agreement to the F.A.A. after its execution.
6. The City, and not the State or the United States, shall be the contractual party to all construction or engineering contract(s) entered into for the accomplishment of the project for the aviation portion of the project. The Division of Highways shall be the contractual party for the Roadway portion of this project.
7. The City shall have employed for this project, by a contract approved by the State and F.A.A. a consulting engineer pre-qualified in accordance with the State's procedures and registered in the State of Illinois to provide for the aviation portion of the project:
  - a. qualified Resident or Project Engineer(s), registered in the State of Illinois and approved by the State; and
  - b. materials testing technician(s) approved by the State; and
  - c. any project reports required by the State or the F.A.A. Further, for each phase of project work which is covered by separate contract, the Resident or Project Engineer shall render to the State both a semi-final and final inspection report. The final inspection report(s) shall certify to the State and to the City that the work involved has been fully completed in accordance with the plans, specifications and contract(s), as the same have been modified or supplemented by the State and F.A.A. approved change order, supplementary contract or otherwise, and that the work is acceptable to the Resident or Project Engineer.
8.
  - a. The City agrees that it will strictly comply with all state and federal laws, rules, regulations, program guidance letters, assurances and covenants which are relevant to this project, including, but not limited to, those stated in or incorporated by reference in the Federal Grant Agreement during the construction of this project.
  - b. The City agrees to perform preliminary and construction engineering and construction for the City force account work included in this project (any and all force account work) in accordance with the State approved plans, specifications and estimate of costs.
  - c. The City agrees to review the State prepared plans for approval.

- d. The City agrees to prohibit encroachments and prohibit or restrict parking where necessary, upon completion of the improvement.
  - e. The City and the State agree that this document constitutes the grant agreement required by the "Illinois Grant Funds Recovery Act". The parties also agree to amend this agreement if necessary to comply with said Act.
9. The City guarantees that:
- a. the air navigation facility which is the subject of this agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of not less than 20 years, whichever is longer, for the rightful, fair, equal and uniform use and benefit of the public; and
  - b. it will comply with all applicable state and federal law, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the F.A.A. in connection with the A.I.P. Grant in the operation of the facility; and
  - c. it will file with the State and the F.A.A. such reports as may be requested concerning the use, maintenance, and operation of the airport.
10. The City agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the F.A.A. and F.H.W.A. relating to the project described in this agreement and all books and records shall be open to inspection and examination by the State or the F.A.A. and F.H.W.A. at any reasonable time during the project development and construction stages, and for a period of 3 years after final acceptance of the project.
11. No leases will be entered into by the City which grant exclusive use rights to any grantee for any aviation facilities which are the subject of this project and lie within the airport boundaries.
12. The City agrees not to dispose of airport land by sale or lease without consent of the State and the F.A.A. In the event such consent is obtained, the City further agrees to utilize for airport development the state and the federal shares of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the respective parties in the original purchase. The proceeds from the sale of airport land which have had state and federal participation shall be reserved and expended on items of work which would be normally eligible for state and federal funds without benefit of those matching funds. Toward this end, the City shall

include a provision in each instrument recorded for every interest in land secured under this agreement which reads as follows:

The property interest of the City in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Furthermore, in the event any such interest is no longer used for an approved airport purpose without the written approval of the State, that interest shall revert to a public airport sponsor appointed by the State.

13. The City agrees that all revenues generated by the airport and the non-aeronautical use of airport land, purchased under this project, will be deposited in a special fund and expended for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the City and directly related to the actual transportation of airport passengers or property.
14. Notices, reports or other communications required by or transmitted pursuant to this agreement to the State shall be directed to the attention of the Director of Aeronautics, Department of Transportation, Division of Aeronautics, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706.  
  
Notices, reports or other communications required by or transmitted pursuant to this agreement to the City shall be directed to the attention of the Commissioner of Aviation, Room 3000, 20 North Clark Street, Chicago, Illinois 60602.
15. This agreement is entered into pursuant to the Illinois Aeronautics Act and the A.I.P. and shall be subject to and construed in accordance with said Acts. In the event of a conflict between state and federal law, rule, regulation, etc., the federal provision shall control.
16. In the event that the F.A.A., acting for the United States, shall refuse or fail to extend a Grant Offer on this project by the close of the next federal fiscal year, or should the State otherwise determine that a Grant will not be offered or has expired, this agreement shall automatically be voided and become of no force and effect, except that any monies actually deposited by the City and held with the State Treasurer for project purposes shall be returned to the City.
17. The City covenants to zone (within its powers to do so) the airport and its environs for compatible land uses. The City shall adopt airport hazard zoning regulations or shall request the State to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 48.1, et seq.
18. This agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.



19. The State shall accept responsibility for all decisions or determinations subject to the provision that in carrying out any of the terms of this agreement or in exercising any power or authority granted thereby, there shall be no personal liability upon the State or its authorized representative, it being understood that in such matters they act as agents and representatives of the State.
20.
  - a. The City hereby certifies to the State that it will have acquired clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (easement or otherwise) in any other real estate which may be affected by the construction process.
  - b. That the estimated costs and participation of the project covered and described by this agreement shall be as shown on "Estimate Of Cost And Participation" attached hereto.
21. That all the City force account estimates must be determined by the State and F.A.A. to be cost effective.
22. It is mutually agreed that:
  - a. no construction shall be commenced until the State issues a "Notice to Proceed";
  - b. the City shall be responsible for 100% of the cost of any work not eligible for federal participation;
  - c. standard federal-aid procedures and requirements shall apply to all phases of this project.
  - d. the City is authorized to execute subsequent revisions of this agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the project as stated on the attached "Estimate Of Cost And Participation";
  - e. the City and the State will make every effort to assure that this project and other Cicero Avenue roadway construction (north and south of the project limits) will be closely coordinated to assure timely completion;
  - f. this agreement and the covenants contained herein shall be null and void 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 December 31, 1991.
23. In the event the City breaches this agreement in any way whatsoever, be it prior to construction, during construction or after the project is completed and in operation, or in the event the City fails to diligently pursue construction

progress or operation of the completed facility, the State shall have any or all of the following non-exclusive remedies available to it:

- a. the right to seek specific performance;
  - b. the right to assume control and operation of the construction or the completed facility for the useful life of the facility or 20 years from the execution date of this agreement, which right the State may assign to any public agency as defined in the A.I.P.;
  - c. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
  - d. the right to seek reimbursement of all State funds provided for the project;
  - e. any other remedy available at law or in equity.
24. This agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
25. Any Federal Aviation Grant under this agreement shall be valid for the useful life of the above-described project or for twenty (20) years, whichever is longer.
26. All commitments by the City hereunder are subject to constitutional and statutory limitations and restrictions binding upon it and to the availability of funds which lawfully may be applied.

In Witness Whereof, the parties hereto have caused this agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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*No Action Taken* -- CONSIDERATION OF CONCESSION LICENSE  
AGREEMENT WITH FLYING FOOD FARE, INCORPORATED  
FOR OPERATION OF ICE CREAM PARLOUR  
CONCESSION AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, May 11, 1988.

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

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of an Ice Cream Parlour Concession License Agreement between the City of Chicago and Flying Food Fare, Inc. in Terminal Building No. 1 at O'Hare International Airport, begs leave to recommend that Your Honorable Body *Not Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by eleven (11) members of the committee with one dissenting vote.

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

Said proposed ordinance attached to the foregoing committee report reads as follows:

*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 an Ice Cream Parlour 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:

[Ice Cream Parlour Concession License Agreement immediately  
follows Section 2 of this ordinance.]

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

Ice Cream Parlour Concession License Agreement attached to this ordinance reads as follows:

*Ice Cream Parlour Concession 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 Flying Food Fare, 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 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 "Concession Operations Space") located on the Airport property to be used for the purpose of operating an ice cream parlour concession and for no other purpose:

Space No. B-12 consisting of 900 square feet, in Terminal Building 1 (Exhibits "A" and "B");

and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. B1208F, consisting of sixty-three (63) square feet in Terminal Building 1, Exhibit "B"; and

all space as indicated on Exhibits "A" and "B" attached hereto and made a part thereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises"). The Concession Storage Space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

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 (as hereinafter defined) 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 ninetieth (90th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operations Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of five (5) 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. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot per annum ("Fixed License Fee") for the Premises upon Section 1 (A), and at the same rate for any additional space granted under this Agreement.

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

- (a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of One Hundred Eight Thousand (\$108,000.00) per annum for the period beginning on the Operation 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 (as hereinafter defined), but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than One Hundred Eight Thousand (\$108,000.00) 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 twelve percent (12%) of the gross receipts up to Two Hundred Thousand (\$200,000.00); sixteen percent (16%) on gross receipts over Two Hundred Thousand (\$200,000.00) up to Four Hundred Thousand (\$400,000.00); eighteen percent (18%) over Four Hundred Thousand (\$400,000.00) up to Six Hundred Thousand (\$600,000.00); twenty-two percent (22%) over Six Hundred Thousand (\$600,000.00) up to Eight Hundred Thousand (\$800,000.00); and twenty-

four percent (24%) on gross receipts over Eight Hundred Thousand (\$800,000.00) per annum derived by Licensee from operations at the Airport ("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 Fixed License Fee and 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 Operation 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 Operation 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. The 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 sublicensee 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, unqualified 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 Licenser may, from time to time, require.

#### *Section 4.*

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

A. Merchandise. Licensee shall have the right to operate an ice cream parlour 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 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 ninety (90) days after the Commencement Date. Failure to complete construction within said 90 day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits "A" and "B" 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 \$155.00 per square foot.

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 (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) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(2) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Fascia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(3) Flooring:

Carpet in project standard pattern No. 2.

(5) 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.

(6) Fire Protection:

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

(7) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(8) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

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 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 Fifty-four Thousand (\$54,000.00) 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 120 North Green Street, Chicago, Illinois 60607 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 Licensee, under the provisions of Section 24.



B. Inspection and Review. Licensors 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 Licensors shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensors.

*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 a national emergency and conditions 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, Licensors agree 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 Licensors, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensors.
- (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 agents, 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 continued 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 Insured, 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 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 Licensor and those having its estate in the Premises, peaceably, quietly and in a 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); 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 furnishings 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 not 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 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 lease termination 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 is 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	18(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.*

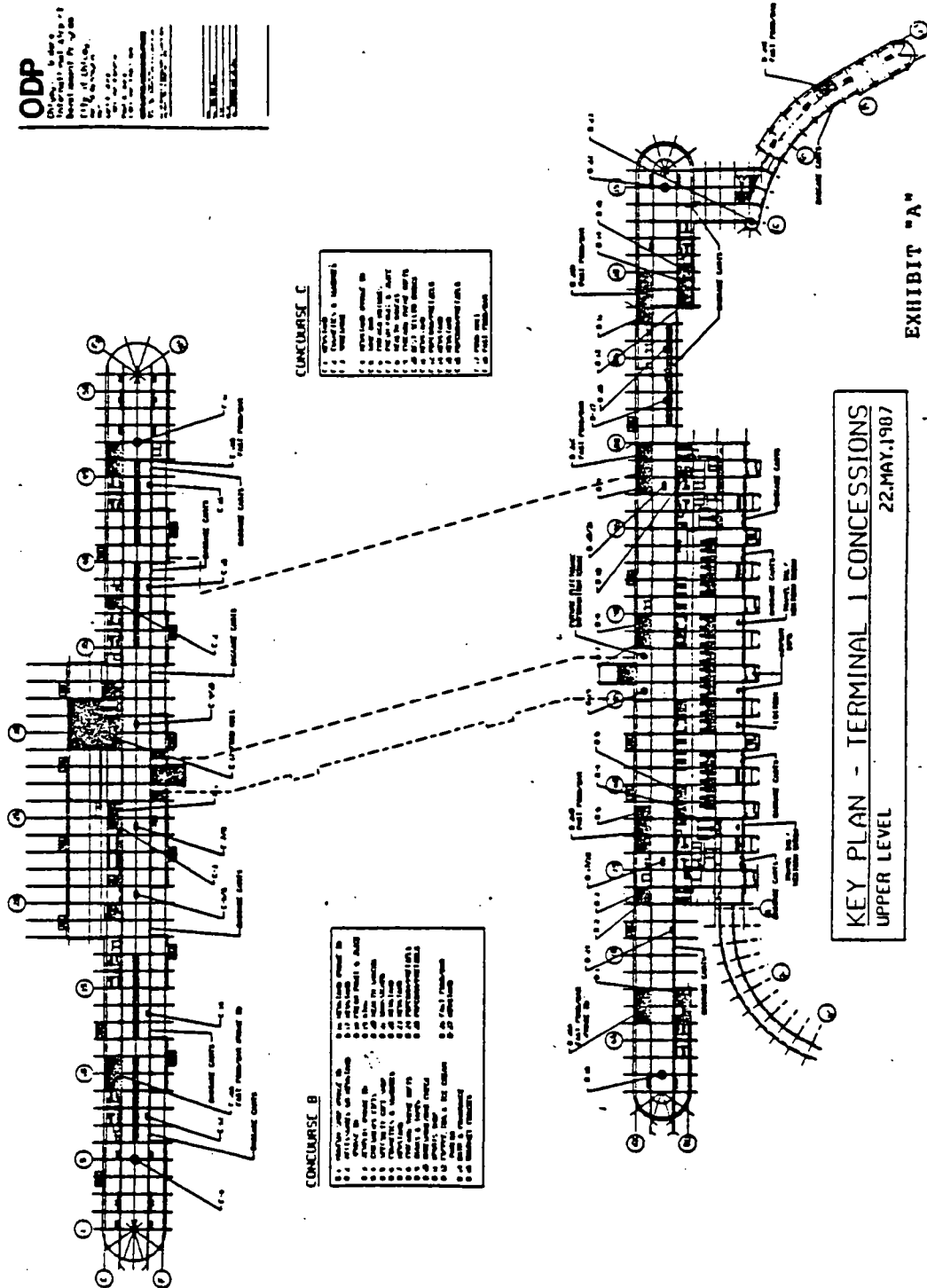
*No Leasehold Interest.*

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.

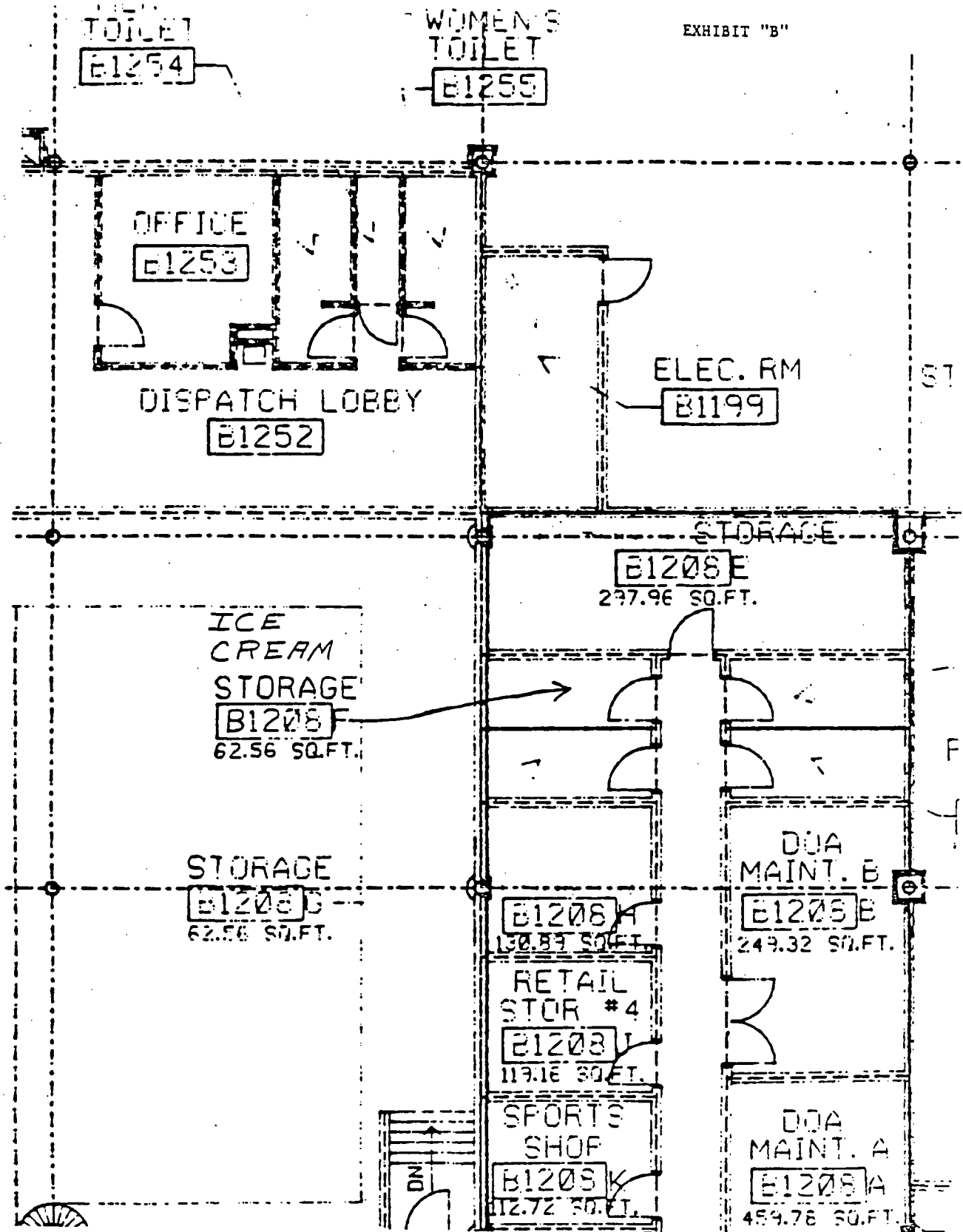
In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits A, B and C attached to this Agreement printed on  
pages 13045 through 13051 of this Journal.]







*Exhibit "C".*

## Ice Cream Parlour

## Product Schedule.

## Basic Ice Cream Selections:

- A. Six constant flavors of ice cream
  - Chocolate
  - Vanilla
  - Strawberry
  - Chocolate Chip
  - Butter Pecan
  - Peanut Butter Chocolate
- B. One Rotating Seasonal "Flavor of the Month"
- C. Cone choices to include the following:
  - Sugar Cone
  - Cake Cone
  - Colossal Waffle Cones

## Price:

	--Single Scoop	\$1.35
	--Double Scoop	\$2.15
	--Triple Scoop	\$2.95
	--Waffle Cone Premium	\$.40
D.	Malts--Assorted Flavors, 12 oz.	\$2.95
E.	Milk Shakes--Assorted Flavors, 12 oz.	\$2.75
F.	Ice Cream Sodas--Assorted Flavors, 12 oz.	\$2.50
G.	Sundays--Assorted Flavors and Toppings	

## Price:

	--Single Scoop	\$1.75
	--Double Scoop	\$2.75
	--Triple Scoop	\$3.75
	--Hot Fudge Premium	\$.50
H.	Banana Splits	\$3.75
I.	Zeller Mousse Cones	\$1.35

## Speciality Ice Cream Items:

\$2.75

- A. "Chicago Chipper"--Our large homemade chocolate chip cookie topped with a gigantic scoop of rich vanilla ice cream and covered with creamy hot fudge.
- B. "Chocolate Decadence"--Our large homemade chocolate brownie topped with a scoop of rich chocolate ice cream and delicately covered with chocolate sauce.
- C. "Good Ol' Chicago"--The speciality of the house: Fresh baked hot sliced apples delicately spiced with cinnamon covering a giant scoop of vanilla ice cream and sprinkled generously with walnuts.
- D. "Red and White"--Our own freshly baked, especially delicious and trendy "White Chocolate Brownie" topped with smooth vanilla ice cream, smothered in strawberry topping and finished with whipped cream.
- E. "Ambrosia"--Creamy, rich chocolate ice cream topped with pineapple, banana slices, strawberry sauce, mini marshmallows and chopped nuts.
- F. "Turtle Sundae"--Vanilla ice cream lovingly topped with caramel and hot fudge sauces, covered with pecans and finished with whipped cream and a cherry.

## Pastry Items:

A.	Brownies	\$1.25
B.	Assorted Pie Slices	\$1.75
C.	Assorted Turnovers	\$1.75
D.	Assorted Cake Slices	\$1.75
E.	Pecan Slice	\$1.75
F.	Assorted French Pastries	\$1.75
G.	Assorted Donuts	\$.85
H.	Assorted Danish	\$1.35
I.	Assorted Muffins	\$1.35
J.	Assorted Stuffed Croissants	\$2.95
K.	Assorted Stuffed Pies	\$2.95
L.	Assorted Pierogi	\$2.95

## And Introducing:

Old Fashioned Chicago Ice Cream Cake Rolls	\$2.75
--	--------

Genoise cake baked into a thin rectangular layer, covered with our extra rich special ice creams, covered with fresh fruits and rolled. Slices of these luscious rolls can be covered with an assortment of sauces.

## Beverage Selection:

A.	Milk	\$1.25 .85
B.	Soft Drinks	\$1.25 \$.95
C.	Natural Juices	\$1.75 \$1.25
D.	Smoothies	\$1.25
E.	Mineral Water	\$1.75

*Action Deferred* -- SUBMISSION OF APPLICATION FOR FUNDING  
ASSISTANCE FROM FEDERAL AVIATION ADMINISTRATION  
FOR EXTENSION OF RUNWAY 27R AT CHICAGO  
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report which was, on motion of Aldermen Pucinski, Laurino and Cullerton, *Deferred* and ordered published:

CHICAGO, May 11, 1988.

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

Your Committee on Aviation, having had under consideration an ordinance authorizing the Department of Aviation to submit an application for funding assistance to the Federal Aviation Administration. The Grant is part of the Airport Improvement Program and funds the extension of Runway end 27R at O'Hare International Airport, begs leave to recommend that Your Honorable Body do not pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by (8) eight members of the committee with four dissenting votes.

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*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 the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to \$1,725,000.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application attached to this ordinance printed on pages  
13054 through 13060 of this Journal.]

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

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**COMMISSIONER OF PERSONNEL REQUESTED TO CONDUCT  
SURVEY OF PERSONNEL POLICIES IN  
PRIVATE INDUSTRY.**

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, Chicago is a manufacturing, marketing, finance, transportation and convention center; and

WHEREAS, There are in excess of 1.4 million persons employed in private sector jobs in manufacturing, commercial, insurance, real estate and service industries located within the City of Chicago; and

WHEREAS, The City of Chicago employs in excess of 37,000 workers; and

WHEREAS, In an era where increased efficiency and productivity in both the private and public sectors is critical, it is necessary that personnel policies regarding sick leave, vacation time, etc... need to be fashioned or re-examined to insure the continued vitality of private and public sector enterprises; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago respectfully request that Jesse R. Hoskins, Commissioner of the Department of Personnel, conduct a survey of the various sectors of private industry with respect to their personnel policies regarding such issues as sick leave, vacation time, etc. and to report the results of said survey to the City Council prior to December 31, 1988; and

*Be It Further Resolved*, That Jesse E. Hoskins, Commissioner of the Department of Personnel, urge all commissioners or department heads of their respective City departments to take positive measures to improve the daily attendance of their employees.

(Continued on page 13061)



OMB Approval No. 0348-0006

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		2. DATE Year month day 19 88 03 15	3. DATE Year month day 19 88 03 15	4. DATE Year month day 19
4. LEGAL APPLICANT/RECIPIENT				
a. Applicant Name: City of Chicago				
b. Organization Unit: Department of Aviation				
c. Street/P.O. Box: Room 3000 - 20 N. Clark Street				
d. City: Chicago				
e. State: Illinois				
f. Contact Person (Name & Telephone No.): Jack Delaney (312) 744-4378				
5. EMPLOYER IDENTIFICATION NUMBER (EIN)				
a. NUMBER: 201106				
b. TITLE: MULTIPLE <input type="checkbox"/>				
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) Chicago O'Hare International Airport R/W 27 Extension				
8. TYPE OF APPLICANT/RECIPIENT A-State B-County C-City D-School District E-Other F-Community Action Agency G-Regional Educational Institution H-Other (Specify): Enter appropriate letter: <input checked="" type="checkbox"/> E				
9. AREA OF PROJECT IMPACT (Name of cities, counties, states, etc.) Chicago Standard Metropolitan Area				
10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000				
11. TYPE OF ASSISTANCE A-Grant B-Loan C-Interest-Free Loan D-Other Enter appropriate letter: <input checked="" type="checkbox"/> A				
12. PROPOSED FUNDING				
a. FEDERAL \$ 5,175,000.00				
b. APPLICANT 1,725,000.00				
c. STATE .00				
d. LOCAL .00				
e. OTHER .00				
f. Total \$ 6,900,000.00				
13. CONGRESSIONAL DISTRICTS OF:				
a. APPLICANT: City-Wide				
b. PROJECT: 15. PROJECT START DATE: 1988 05 15 16. PROJECT DURATION: 24 Months				
17. TYPE OF CHANGE (For 1st or 1st) A-Extension B-Reduction C-Other (Specify): Enter appropriate letter: <input type="checkbox"/> A				
18. DATE DUE TO FEDERAL AGENCY: 19 88 03 15				
19. FEDERAL AGENCY TO RECEIVE REQUEST: Federal Aviation Administration				
a. ORGANIZATIONAL UNIT (IF APPROPRIATE):				
b. ADMINISTRATIVE CONTACT (IF KNOWN): John Guidotti				
c. ADDRESS: 2300 E. Devon Avenue Des Plaines, Illinois 60018				
20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER:				
21. REMARKS ADDED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.				
a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: _____				
b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>				
23. CERTIFYING REPRESENTATIVE: a. TYPED NAME AND TITLE: Earl F. Hord, Commissioner of Aviation b. SIGNATURE: [Signature]				
24. APPLICATION RECEIVED 19: Year month day				
25. FEDERAL APPLICATION IDENTIFICATION NUMBER: 26. FEDERAL GRANT IDENTIFICATION:				
27. ACTION TAKEN				
a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN <input type="checkbox"/>				
28. FUNDING				
a. FEDERAL \$ .00				
b. APPLICANT .00				
c. STATE .00				
d. LOCAL .00				
e. OTHER .00				
f. TOTAL \$ .00				
29. ACTION DATE: 19: Year month day				
30. STARTING DATE: 19: Year month day				
31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number):				
32. ENDING DATE: 19: Year month day				
33. REMARKS ADDED: <input type="checkbox"/> Yes <input type="checkbox"/> No				

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 32-0000

## PART II

PROJECT APPROVAL INFORMATION  
SECTION A

## Item 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body \_\_\_\_\_

Priority Rating \_\_\_\_\_

## Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ No (Attach Documentation)

Name of Agency or Board \_\_\_\_\_

\_\_\_\_\_

## Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

☒ Yes ☐ No

## Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency \_\_\_\_\_

Date \_\_\_\_\_

## Item 5.

Is the proposed project covered by an approved comprehensive plan?

☒ Yes ☐ NoCheck one: State ☐Local ☒Regional ☐

Department of Aviation

Room 3000

Location of plan 20 N. Clark Street

## Item 6.

Will the assistance requested serve a Federal installation?

☒ Yes ☐ No

Name of Federal Installation U.S. Air Force 928

Federal Population benefiting from Project Airlift Group 2,100

## Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation \_\_\_\_\_

Location of Federal Land \_\_\_\_\_

Percent of Project \_\_\_\_\_

## Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided.

## Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals \_\_\_\_\_

Families \_\_\_\_\_

Businesses \_\_\_\_\_

Farms \_\_\_\_\_

## Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-103-004

## PART II - SECTION B

11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> Not required, _____ Attached as exhibits Applicant intends to acquire the site through: _____ Eminent domain, _____ Negotiated purchase, _____ Other means (specify)
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <input checked="" type="checkbox"/> Applicant, _____ Agency or institution operating the facility, _____ Other (specify)
13. INDICATE WHETHER APPLICANT OPERATOR HAS: <input checked="" type="checkbox"/> Fee simple title, _____ Leasehold interest, _____ Other (specify)
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest _____, and number of years to run _____ b. Is lease renewable? _____ Yes _____ No c. Current appraised value of land \$ _____ N/A d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. There have been no changes since last grant agreement.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. N/A
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required, <input checked="" type="checkbox"/> Being prepared, _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____% Preliminary _____% Final _____%
20. TARGET DATES FOR: Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____
21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies or working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

## PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare International Airport Zoning Ordinance  
State of Illinois - City of Chicago Zoning Ordinance  
Cook County Zoning Ordinance

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

## PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90.001

## PART III - BUDGET INFORMATION - CONSTRUCTION

## SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. .... 20.106
2. Functional or Other Breakout .....

## SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment - or (-)	
1. Administration expense	\$	\$	\$ 50,000.
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			350,000.
5. Other architectural engineering fees			
5. Project inspection fees - DPW			300,000.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			6,200,000.
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			6,900,000.
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			6,900,000.
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			6,900,000.
20. Federal Share requested of Line 19			5,175,000.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			5,175,000.
23. Grantee share			1,725,000.
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 6,900,000.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 32-0111

## SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26.		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

## SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	1,725,000
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	1,725,000
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 1,725,000

## SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

(Continued from page 13053)

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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#### WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted separate committee reports recommending that the City Council pass five 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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*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 West Hirsch Street, from North Central Park Avenue to 127 feet W.W.L. of North Central Park Avenue: 152 feet of 8-inch ductile iron water main, at the total estimated cost of \$24,153.41 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-00650.



*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Whipple Avenue, from West Armitage Avenue to West Palmer Boulevard: 1,125 feet of 8-inch ductile iron water main, at the total estimated cost of \$182,039.47 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-00651.

---

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Harding Avenue, from West Lake Street to West Kinzie Street: 630 feet of 12-inch ductile iron water main, at the total estimated cost of \$104,574.26 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-00652.

---

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in West 68th Street, from South Kilbourn Avenue to South Kolmar Avenue: 350 feet of 8-inch ductile iron water main, at the total estimated cost of \$43,813.08 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-00653.

---

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Campbell Avenue, from West 51st Street to 490 feet N.N.L. of West 50th Street: 1,180 feet of 8-inch ductile iron water main, at the total estimated cost of \$199,750.90 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-00654.

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TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON SPECIAL EVENTS  
AND CULTURAL 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
Contractual Services	356	15-2155	.0100	\$20,000

TO:

Purpose	Fund	Code Department	Account	Amount
Personnel	356	15-2155	.0000	\$15,000
Supplies	356	15-2155	.0300	\$5,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Committee on Special Events and Cultural Affairs during 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, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

*Nays -- None.*

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

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### COMMITTEE ON CLAIMS AND LIABILITIES.

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#### AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

*Yeas --* Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays -- None.*

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

The following is said order as passed:

*Ordered,* That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

*Various License Refunds.*

*Department Of Revenue:  
Account No. 100-99-2005-0934-0934.*

Name And Address	License Number	Amount
Thomas J. Higgins 5123 South Mason Avenue Chicago, Illinois 60638	2601 and 50741	\$11.00
Dr. U.O. Asonye 838 South Laflin Street Chicago, Illinois 60607	Dog Tag Refund	5.00
Ksiazek Pharmacy, Incorporated 2600 West 47th Street Chicago, Illinois 60632	001661	25.00
Clifford Grandt Packing Corporation 1050--1052 West Fulton Street Chicago, Illinois 60607	000061	100.00
Clifford Grandt Packing Corporation 1050--1052 West Fulton Street Chicago, Illinois 60607	000034	150.00
Clifford Grandt Packing Corporation 1050--1052 West Fulton Street Chicago, Illinois 60607	000059	100.00
Clifford Grandt Packing Corporation 1050--1052 West Fulton Street Chicago, Illinois 60607	000060	100.00

*Damage To Vehicles.*

*Department Of Water:*  
*Account No. 200.99.2005.0934.0934.*

Name And Address	Date And Location	Amount
Allstate Ins. and Michael Novack Cl. 123-0102-491 L13 P.O. Box 1089 Morton Grove, Illinois 60053	12/9/86 520 South Federal Street	\$555.38
Peoples Gas Light & Coke Co. File 6-4-87 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/24/87 7521 South Western Avenue	485.40
David R. Franczak 2950 East 82nd Street Chicago, Illinois 60617	1/2/87 10200 South Indianapolis Boulevard	101.64

*Damage To Property.*

*Department Of Water:*  
*Account No. 200.99.2005.0934.0934.*

Name And Address	Date And Location	Amount
Peoples Gas Light & Coke Co. File 86-0-63 122 South Michigan Avenue 311 Chicago, Illinois 60603	3/5/86 8847 South Colfax Avenue	\$435.11
Peoples Gas Light & Coke Co. File 86-0-197 122 South Michigan Avenue 311 Chicago, Illinois 60603	9/30/86 13143 South Burley Avenue	902.97

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## REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Peoples Gas Light & Coke Co. File 87-0-33 122 South Michigan Avenue 311 Chicago, Illinois 60603	12/16/86 2652 West 21st Place	\$742.98
Peoples Gas Light & Coke Co. File 87-0-46 122 South Michigan Avenue 311 Chicago, Illinois 60603	1/5/87 435 East 42nd Street	352.29
Peoples Gas Light & Coke Co. File 87-0-96 122 South Michigan Avenue 311 Chicago, Illinois 60603	2/13/87 1948 West 21st Place	653.44
Peoples Gas Light & Coke Co. File 87-0-98 122 South Michigan Avenue 311 Chicago, Illinois 60603	5/1/87 5518 South Perry Avenue	314.12
Peoples Gas Light & Coke Co. File 87-0-100 122 South Michigan Avenue 311 Chicago, Illinois 60603	5/8/87 5512 South Perry Avenue	470.72

*Damage To Vehicles.*

*Department Of Sewers:*  
*Account No. 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Jerry Walker 622 East Locust Apt. 1 Bloomington, Illinois 61701	9/25/87 2557 West Lake Street	\$165.37

Name And Address	Date And Location	Amount
Mauro Baiardo 5043 North Monticello Avenue Chicago, Illinois 60625	9/1/87 5011 North Monticello Avenue	\$196.96

*Damage To Property.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert Miller 5622 South Sacramento Avenue Chicago, Illinois 60629	6/30/87 5622 South Sacramento Avenue	\$179.00
James J. Dunne 3632 South Lowe Avenue Chicago, Illinois 60609	3/17/87 3225 South Lowe Avenue	1,500.00
Mr. John W. McGuire 2836 West 85th Street Chicago, Illinois 60652	3/2/87 2836 West 85th Street	1,000.00
Mary E. Segers 5008 South Kildare Avenue Chicago, Illinois 60632	10/2/87 5008 South Kildare Avenue	800.00

*Damage To Vehicles.*

*Department Of Public Works:  
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Glen Marzullo 184 Grove Avenue Des Plaines, Illinois 60016	6/11/87 1700 North Halsted Street	\$486.18

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## REPORTS OF COMMITTEES

13069

Name And Address	Date And Location	Amount
Ms. Ruth M. Aguillard 7600 North Greenview Street Apt. 210 Chicago, Illinois 60626	2/28/86 7352 South Wood Street	\$320.00

*Damage To Property.*

*Department Of Public Works:  
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Mrs. Marion Lathrop 4158 West Argyle Street Chicago, Illinois 60630	7/1/86 4158 West Argyle Street	\$198.20
Ross C. Acton 3317 West 65th Place Chicago, Illinois 60629	6/1/87 3317 West 65th Place	446.35
Robert J. Malec 4227 West Roscoe Street Chicago, Illinois 60641	3/2/85 5801 North Pulaski Road	141.50
Sal Talarico 3812 North Pulaski Road Chicago, Illinois 60641	9/2/87 3812 North Pulaski Road	1,500.00
Henry P. Kunzweiler 11350 South Lawndale Avenue Chicago, Illinois 60655	5/1/85 3050 South Sacramento Avenue	1,314.50



*Damage To Property.*

*Department Of Forestry:  
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Vera Louise Bullard 5616 South Wood Street Chicago, Illinois 60623	5/1/87 5616 South Wood Street	\$1,200.00
Emry C. Porter 652 East 92nd Street Chicago, Illinois 60619	2/6/87 652 East 92nd Street	143.00

*Damage To Vehicles.*

*Department Of Forestry:  
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
D. L. Harris, Sr. 1029 North Ridgeway Avenue Chicago, Illinois 60651	7/31/86 1029 North Ridgeway Avenue	\$200.00
Dawn Michelle Nephew 1540 North LaSalle Street Apt. 1707 Chicago, Illinois 60610	8/24/87 1340--1344 West Lunt Avenue	100.00

*Damage To Property.*

*Department Of Streets And Sanitation:  
Account No. 100-99-2005-0934-0934.*

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## REPORTS OF COMMITTEES

13071

Name And Address	Date And Location	Amount
Richard E. Milbourn 9236 Shermer Road P. O. Box 623 Morton Grove, Illinois 60053.	7/14/87 Madison and Clinton Streets	\$1,500.00
Lynne Lee 2901 South King Drive Apt. 613 Chicago, Illinois 60616	10/21/87 Traffic Court Room 115	34.56
Don B. Galley 6419 North Washtenaw Avenue Chicago, Illinois 60645	3/1/85 5801 North Pulaski Road	1,495.80
Bernice Gulli 7956 South Artesian Avenue Chicago, Illinois 60652	1/31/86 7956 South Artesian Avenue	268.00
Mrs. Blanche Sokolowski 4755 South Karlov Avenue Chicago, Illinois 60632	7/8/87 4755 South Karlov Avenue	85.00
Erskine C. Moore 9443 South Emerald Avenue Chicago, Illinois 60620	8/14/87 9443 South Emerald Avenue	150.00
Allstate Ins. Co. and L. Z. Edwards Cl. 1839137930 P. O. Box 1089 Morton Grove, Illinois 60053	8/19/87 8120 North Lehigh Avenue	324.41

*Damage To Property.**Department Of Police:  
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Richard A. Murphy 646 West Buckingham Place Apt. 2 Chicago, Illinois 60657	4/31/86 533 West Barry Avenue	\$343.44
Oscar Marin 2623 West Augusta Boulevard Chicago, Illinois 60622	4/3/87 2623 West Augusta Boulevard	700.00
Fred J. Boshardt 1441 Oak Street Western Springs, Illinois 60558	5/28/87 6101 North Sheridan Road	399.00
Jerome Gray 4820 North Hermitage Avenue Chicago, Illinois 60640	6/16/87 739 North Clark Street	322.92
Michael Goldstein 3057 North Rockwell Street Chicago, Illinois 60618	12/18/86 963 West Belmont Avenue	1,000.00
A.J. Harris 1968 North Milwaukee Avenue Chicago, Illinois 60647	5/25/87 1980 North Milwaukee Avenue	358.00

*Damage To Vehicles.*

*Department Of Police:  
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
State Farm Ins. Co. and James O'Keefe Cl. 13-5018-829SUB 5676 South Archer Avenue Chicago, Illinois 60638	4/11/86 79th and Western	\$616.73
American Ambassador Cas. Co. and Jacinto Perez Cl. 110595 900 Skokie Boulevard Northbrook, Illinois 60062	4/27/86 2301 Lake Shore Drive	1,227.89

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## REPORTS OF COMMITTEES

13073

Name And Address	Date And Location	Amount
Keon Brown 301 North Latrobe Avenue Chicago, Illinois 60644	2/10/87 Madison Street and Cicero Avenue	\$200.00
Carlos Becerril 2219 West Melrose Street Chicago, Illinois 60618	3/21/87 Fullerton and Kimball Avenues	492.08
Nick Kiriacos 333 Hawthorne Circle Apt. 4 Mount Prospect, Illinois 60056	3/25/87 Police Auto Pound	200.00
Montgomery Ward Ins. and Emma Price Cl. 0148560-022187 20060 Governors Drive Olympia Fields, Illinois 60461	2/21/87 91st and Vincennes Avenue	577.43
Jeffroe Brown, Jr. 14501 Murray Dolton, Illinois 60419	5/5/87 10920 South Vernon Avenue	555.00
Mario G. Contreras 1134 South Spring Avenue LaGrange, Illinois 60525	4/10/87 Towing Damage	173.75
Maryland Cas. and Ellen K. O'Brien Cl. 562A889253 1919 South Highland Avenue Suite 200C Lombard, Illinois 60648	3/19/87 4615 West Division Street	381.74
United Services Auto. Assoc. and Lissa H. Carron Cl. 520916 U.S.A.A. Building San Antonio, Texas 78288	12/13/84 Lake Park Avenue and Cable Place	644.51
Gladys Johnson 6714 South East End Avenue Chicago, Illinois 60649	3/26/87 501 South Columbus Drive	200.00

Name And Address	Date And Location	Amount
Primitivo Olavarria 2830 North Maplewood Avenue Chicago, Illinois 60618	5/31/87 3600 West Armitage Avenue	\$1,207.79
Tyrone Adams 1007 North Lamon Avenue Chicago, Illinois 60651	10/13/86 Central Avenue and Race Street	1,126.60
Florence Magdaleno 1627 North Mayfield Avenue Chicago, Illinois 60639	6/28/87 55th and South Michigan Avenue	312.86
David A. Pardo 2947 West Belmont Avenue 2nd Floor Chicago, Illinois 60618	5/7/87 3157 North Sacramento Avenue	314.83
Antonio Reyes 10644 South Ewing Avenue Chicago, Illinois 60617	6/12/87 10648 South Ewing Avenue	200.00
Craig Alan Ridley 6501 Corbitt Avenue University City, Missouri 63130	4/12/86 5300 North Kenmore Avenue	400.00
Scott G. Stackhouse 3120 West Leland Avenue Chicago, Illinois 60625	2/9/86 Police Auto Pound No. 3	564.84
State Security Ins. Co. and Vona D. Etheridge Cl.12A125444 14 East Jackson Boulevard Chicago, Illinois 60604--2294	4/10/87 95th and South King Drive	700.56
Allstate Ins. Co. and Anthony Armsted Cl. 1839118336-SGB P.O. Box 1089 Morton Grove, Illinois 60053	6/20/87 1226 West 13th Street	222.61
A.P.I. Alarm Systems Attn: K. Crewson 8550 Higuera Street Culver City, California 90232	7/17/87 Madison Street at Racine Avenue	549.19

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## REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Francine E. Harrell 2040 East Maple Hanover Park, Illinois 60103	7/22/87 Kildare Avenue and Jackson Boulevard	\$436.77
Laverne Kennebrew 4342 West 21st Place Chicago, Illinois 60623	6/25/87 8701 South Western Avenue	292.21
Kilivoje Kostic 1501 Maple Avenue Berwyn, Illinois 60402	7/25/87 2050 North Stockton Drive	1,022.25
Betty June Lyles 1638 West Warren Boulevard Chicago, Illinois 60612	7/18/87 1638 West Warren Boulevard	1,500.00
Reginald E. Miller 6647 North Greenview Avenue 2nd Floor Chicago, Illinois 60626	6/18/87 6700 North Lakewood Avenue	400.00
David Moncrief, Jr. 2047 East 72nd Street Chicago, Illinois 60649	7/25/87 2040 East 71st Street	298.92
Kenneth G. Osowski 4071 South Archer Avenue Chicago, Illinois 60632	7/16/87 Police Auto Pound No. 5	510.20
David Scott Saffrin 656 West Buckingham Place Apt. 3E Chicago, Illinois 60657	7/18/87 3400 Recreation Drive	383.36
Eugene Travis 1320 West 89th Street Chicago, Illinois 60620	5/26/87 Police Auto Pound	1,400.00
Junious C. Thomas 11336 South Parnell Avenue Chicago, Illinois 60628	12/10/86 Michigan Avenue and 41st Street	400.00

Name And Address	Date And Location	Amount
Aetna Life & Cas. Co. and George Brown Cl. K208 ACP 8948023 SP P.O. Box 1512 Downers Grove, Illinois 60515	8/3/87 20 North Orleans Street	\$186.73
Charles Donney Moore 12320 South Bishop Street Calumet Park, Illinois 60643	6/17/87 Police Auto Pound No. 4	400.00
Shirley O. Boyde 9840 South Throop Street Chicago, Illinois 60643	9/5/87 9840 South Throop Street	226.81
Robert Alfons Van den Bosch 1215 West Winona Street Chicago, Illinois 60640	10/16/86 1215 West Winona Street	200.00
Many I. Price 204 West Carpenter Avenue Wheeling, Illinois 60090	1/11/87 Auto Pound	343.77
Reginald Nichols 1201 South Homan Avenue Chicago, Illinois 60623	3/16/87 Monroe and Sangamon Streets	200.00
Laura Ponce 3435 South Wallace Street Apt. 3R Chicago, Illinois 60616	5/29/87 City Auto Pound No. 3	700.00
Lynda H. Vaughn 161 North Austin Boulevard Chicago, Illinois 60644	9/1/86 5700 South Lake Shore Drive	347.65
American Ambassador Ins. Co. and Paul Lanier Cl. IL118412 900 Skokie Boulevard Northbrook, Illinois 60062	11/19/86 3151 West Harrison Street	200.00

*Damage To Vehicles.*

*Department Of Streets And Sanitation:  
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Gina M. Block 5704 West 83rd Place Burbank, Illinois 60459	12/7/87 5800 South Cicero Avenue	\$95.82
Gladys M. Plant 3709 North Kenneth Avenue Chicago, Illinois 60641	10/23/87 3700 North Kostner Avenue	67.64
Pat Doyle 5537 North Magnolia Avenue Chicago, Illinois 60640	8/17/87 Lake Shore Drive at Foster Avenue	232.00
Louis Howard 2247 West 79th Place Chicago, Illinois 60620	2/3/87 7235 South State Street	127.44
Angela M. Maczka 4007 North Meade Avenue Chicago, Illinois 60634	10/4/87 3038 North Kenmore Avenue	439.28
Gardenia L. Richardson 9355 South Justine Street Chicago, Illinois 60620	11/7/87 95th and Damen Avenue	220.00
State Farm Ins. and Edward Lee Cl. 13-2382-365 7900 North Milwaukee Avenue Niles, Illinois 60648	7/10/86 LaSalle and Ontario Streets	236.17
Marion C. Harris 6225 North Lemont Avenue Chicago, Illinois 60646	12/20/87 North Leroy Avenue	68.75
Rosa M. Cunningham 8217 South State Street Chicago, Illinois 60619	11/10/87 95th and Damen Avenue	105.98



Name And Address	Date And Location	Amount
Chris Johannes James 8934 South Wallace Street Chicago, Illinois 60620	12/9/87 8500 South Summit Avenue	\$597.50
Doris Moris 4836 West Augusta Boulevard Chicago, Illinois 60651	9/10/87 4839 West Augusta Boulevard	327.99
Gerald L. O'Donnell 8144 Scottsdale Drive Chicago, Illinois 60652	11/28/87 65 East Randolph Street	200.00
Marian Maznyk 4742 North Karlov Avenue Chicago, Illinois 60630	7/18/87 4200 North Kedvale Avenue	362.40
Clarence C. Hayden 5115 North Merrimac Avenue Chicago, Illinois 60630	2/1/88 4930 North Merrimac Avenue	72.82
Milton Schulman 3001 West Granville Avenue Chicago, Illinois 60659	8/6/87 3001 West Granville Avenue	175.00
Linda A. Hirsch 432 Elm Place Highland Park, Illinois 60035	4/16/86 Irving Park Road and Western Avenue	426.80
Marietta Strategos 1125 Ferdinand Forest Park, Illinois 60130	7/24/86 Towing Damage	300.00
Allstate Ins. Co. and Ana Diaz Cl. 1839066006 P.O. Box 1089 Morton Grove, Illinois 60053	1/2/87 2401 West Armitage Avenue	183.21
Thomas E. Weglarz 5017 South Leclaire Avenue Chicago, Illinois 60638	12/11/86 11717 South Longwood Drive	337.45

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## REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
State Farm Ins. and Edward Washington Cl. 13-4111-553BW 1441 South Harlem Avenue Berwyn, Illinois 60402	2/2/87 Damen Avenue and Washington Boulevard	\$185.79
Ingeborg E. Wurm 18826 West Louise Drive Lansing, Illinois 60438	3/21/87 Towing Damage	35.00
Karen Uchima 2700 North Hampden Court Apt. 22A Chicago, Illinois 60614	3/12/87 Hampden Court and Wrightwood Avenue	200.00
Mike Zenzola 6801 South Komensky Avenue Chicago, Illinois 60629	4/16/87 5300 South Central Avenue	200.00
The Hertz Corporation Cl. 04 8700780-3 AI P.O. Box 235 Parsippany, New Jersey 07054	3/28/87 Auto Pound C	114.50
Martin P. Goldsmith 3111 North Clifton Avenue Chicago, Illinois 60657	5/15/87 Erie and Orleans Streets	1,500.00
Mitchell R. Joseph 235 West Eugenie Street Apt. G-7 Chicago, Illinois 60614	6/19/87 Police Auto Pound	558.63
Rolanda Renee Hunt 2150 North Lincoln Park West Chicago, Illinois 60614	8/20/87 Clark Street and Lincoln Park West	245.47
Susan Ann Jensen 1111 Shermer Road Northbrook, Illinois 60062	7/21/87 Towing Damage	193.35
Maryland Cas. Co. and Anthony S. Pestka Cl. 562A892349 1919 South Highland Avenue Lombard, Illinois 60148	5/13/87 180 North Clark Street	712.25

Name And Address	Date And Location	Amount
Maureen Gibson 3327 South Hoyne Avenue Chicago, Illinois 60608	9/24/86 4832 South Damen Avenue	\$200.00
Sudiaman Hasan Basri 4850 North Central Park Avenue Apt. 3 Chicago, Illinois 60625	9/8/87 Stetson Street	252.25
Spencer F. Vidulich 3652 North Lakewood Avenue Chicago, Illinois 60657	9/23/87 Towing Damage	210.29
Brenda Lee Atkins (Smith) 1116 Reed Street Apt. 302 Grinnell, Iowa 50112	8/16/87 Towing Damage	10.40
Allstate Ins. Co. and Edward Neeley Cl. 2520767662 SCM P.O. Box 1089 Morton Grove, Illinois 60053	9/20/87 51st Street and Wentworth Avenue	771.87
Pamela Koehler and Dennis Nolan 3533 West 60th Place Chicago, Illinois 60629	9/11/87 5011 South California Avenue	34.48
Louise Stewart 5452 West Augusta Boulevard Chicago, Illinois 60651	10/21/87 2410 West Warren Boulevard	200.00
Dr. Owen L. Harris 9018 North Kenneth Avenue Skokie, Illinois 60076	1/21/88 Canal Street and Archer Avenue	361.49
Murray S. Pearlman 1750 North Mohawk Street Chicago, Illinois 60614	5/7/87 Diversey and Tripp Avenues	1,342.49
J. D. Reese 718 East 95th Street Chicago, Illinois 60619	8/12/87 9418 South Burnside Avenue	314.99

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## REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Michael T. Nicholson 3922 West 57th Street Chicago, Illinois 60629	7/1/86 Archer and Lowe Avenues	\$62.15
William J. Bloch c/o James and Thomas, Incorporated 233 West Erie Street Suite 400 Chicago, Illinois 60611	12/21/87 2000 South Canal Street	283.70
Alvin Wordlaw 10137 South Yale Avenue Chicago, Illinois 60628	1/9/88 10142--10144 South Princeton Avenue	200.00
Thomas J. Fogarty 4250 West 82nd Place Chicago, Illinois 60652	12/20/87 1427 South State Street	176.54
State Farm Ins. Co. and Gilbert Jackson Cl. 13-5105-449HW 7900 North Milwaukee Avenue Niles, Illinois 60648	9/9/87 11315 South State Street	878.57
Charles J. Arnold 529 East 44th Street Chicago, Illinois 60653	10/5/87 650 West 83rd Street	55.00
Joyce Morris 1021 West 103rd Street Chicago, Illinois 60643	12/3/86 103rd and Morgan Street	92.39
David A. Stephans 2953 North Kilpatrick Avenue Apt. 2 Chicago, Illinois 60641	5/22/87 4615 West Division Street	905.34

; and

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

Name And Address	Location	Amount
Frank Coronado and Mario Perez 2105 West 18th Place Chicago, Illinois 60608	9/5/86--1/2/87 2105 West 18th Place	\$135.98
Rose Marie Partners 5838 South Archer Avenue Chicago, Illinois 60638	7/16/87--9/16/87 5838 South Archer Avenue	165.84
Charles Christian 4159 South Wells Street Chicago, Illinois 60609	1/16/86--11/25/86 4151 South Wells Street	134.06

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.87.2015.0952.0952:

Name And Address	Location	Amount
Ann Wofford 4459 West Monroe Street Chicago, Illinois 60624	10/14/83--4/18/84 4459 West Monroe Street	\$263.86
Annie Alexander 9316 South Lafayette Avenue Chicago, Illinois 60620	1/2/86--3/10/86 811 South Karlov Avenue	400.00
David P. Kelly 3152 South Emerald Avenue Chicago, Illinois 60616	11/26/85--12/3/86 3134 South May Street	280.12

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SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM  
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, May 9, 1988.

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

Your Committee on Claims and Liabilities to which was referred March 9, 1988 and subsequent sundry claims for condominium refuse rebates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,  
(Signed) JOSEPH S. KOTLARZ,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100.99.2005.0939.0939.

[List of claimants printed on pages 13084  
through 13095 of this Journal].

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/11/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
744 GORDON TERRACE CONDO.ASSN.	34	ANNUAL	1,640.40	HELEN SHILLER	46
75TH ON THE LAKE HOME OWNER'S	84	SEMI-ANNUAL	1,962.00	LAWRENCE S BLOOM	05
7522 1/2 RIDGE BLVD CO-OP	6	ANNUAL	300.00	BERNARD L. STONE	50
8134-36 CALUMET CONDO. ASSN.	6	ANNUAL	425.00	EUGENE SAWYER	06
823-25 W. OAKDALE CONDOMINIUM	10	ANNUAL	750.00	BERNARD J. HANSEN	44
832 W. GUNNISON ASSOCIATION	6	ANNUAL	450.00	KATHY OSTERMAN	48
832 W. OAKDALE CONDOMINIUM	23	ANNUAL	1,131.00	BERNARD J. HANSEN	44
833-35 RUCKINGHAM CONDO.ASSN.	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
8343-45 SOUTH KING DRIVE CONDO	22	SEMI-ANNUAL	825.00	EUGENE SAWYER	06
8734 W. SUMMERDALE CONDOMINIUM	6	SEMI-ANNUAL	225.00	ROMAN PUCINSKI	41
915-25 W. SCHUBERT CONDO ASSOC	29	ANNUAL	1,020.00	EDWIN W.. EISENKRATH	43
916-18 W. FULLERTON PARKWAY	10	SEMI-ANNUAL	375.00	EDWIN W.. EISENKRATH	43
919 W. CARMEN STREET CONDO.	6	ANNUAL	450.00	KATHY OSTERMAN	48
921 NORTH LASALLE CONDOMINIUM	18	ANNUAL	1,350.00	BURTON F. NATARUS	42
938-40 W. CARMEN AVENUE CONDO.	6	ANNUAL	450.00	KATHY OSTERMAN	48
939-41 W. WINONA CONDO ASSOC.	6	ANNUAL	450.00	KATHY OSTERMAN	48
951-953 EAST HYDE PARK	6	ANNUAL	450.00	TIMOTHY C. EVANS	04

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## REPORTS OF COMMITTEES

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CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/11/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
59-65 E. CEDAR CONDOMINIUM	33	ANNUAL	2,247.87	BURTON F. NATARUS	42
5950 ODELL CONDOMINIUM ASSN.	12	ANNUAL	900.00	ROMAN PUCINSKI	41
6005-09 N. NEOLA CONDOMINIUM	9	SEMI-ANNUAL	271.65	ROMAN PUCINSKI	41
6001-09 WELLINGTON CONDOMINIUM	12	ANNUAL	900.00	BERNARD J. HANSEN	44
6040 N. TROY CONDOMINIUM	42	ANNUAL	1,636.00	PATRICK J. O'CONNOR	40
606-08 ALDINE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
607 W. BUCKINGHAM PLACE CONDO	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
607-13 W. MELROSE CONDOMINIUM	12	ANNUAL	798.00	BERNARD J. HANSEN	44
607 WEST STRATFORD CONDOMINIUM	30	SEMI-ANNUAL	1,125.00	BERNARD J. HANSEN	44
6118 N. SHERIDAN ROAD CONDO.	114	SEMI-ANNUAL	1,920.00	KATHY OSTERMAN	48
619 STRATFORD PLACE CONDO.ASSN	24	ANNUAL	1,342.00	BERNARD J. HANSEN	44
6247-49 N. GLENWOOD CONDO.ASSN	6	SEMI-ANNUAL	225.00	KATHY OSTERMAN	48
625-33 WEST BARRY CONDOMINIUM	30	ANNUAL	1,514.00	BERNARD J. HANSEN	44
6300 SHERIDAN ROAD CONDO ASSOC	126	SEMI-ANNUAL	2,052.30	DAVID D. ORR	49
633 BUCKINGHAM CONDOMINIUM	7	ANNUAL	525.00	BERNARD J. HANSEN	44
644 ARLINGTON PLACE CONDO	44	ANNUAL	1,623.00	EDWIN M. EISENDRATH	43
648 WEST OAKDALE CONDOMINIUM	8	ANNUAL	600.00	BERNARD J. HANSEN	44
6490 REGENCY CONDO ASSOC	30	SEMI-ANNUAL	1,024.00	ROMAN PUCINSKI	41
656 BUCKINGHAM CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
659 W. ALDINE CONDO. ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
6612 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6616 W. 64TH PLACE CORP.	6	ANNUAL	300.00	WILLIAM F. KRYSZYNIAK	23
6625-27 NORTH GLENWOOD CONDO	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
663 W. MELROSE CONDO. ASSN.	18	ANNUAL	765.20	BERNARD J. HANSEN	44
6632 WEST 64TH PLACE CORP.	6	ANNUAL	380.00	WILLIAM F. KRYSZYNIAK	23
6646 WEST 64TH PLACE CORP.	6	ANNUAL	432.00	WILLIAM F. KRYSZYNIAK	23
6654 W. 64TH PLACE CORPORATION	6	ANNUAL	432.00	WILLIAM F. KRYSZYNIAK	23
6701 S. CHAPPEL CONDOMINIUM	8	ANNUAL	600.00	LAURENCE S BLOOM	05
6707 CHAPPEL CONDOMINIUM ASSN.	8	ANNUAL	600.00	LAURENCE S BLOOM	05
6740 W. 64TH PLACE	6	ANNUAL	300.00	WILLIAM F. KRYSZYNIAK	23
68TH & OGLESBY CONDO. ASSN.	10	ANNUAL	627.00	LAURENCE S BLOOM	05
6830-32 PAXTON CONDOMINIUM	6	SEMI-ANNUAL	225.00	LAURENCE S BLOOM	05
6853-55 N. OLMSTED CONDO., INC	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
6901 OGLESBY AVENUE APARTMENT	41	ANNUAL	2,280.00	LAURENCE S BLOOM	05
70 EAST CEDAR STREET CORP.	30	SEMI-ANNUAL	840.00	BURTON F. NATARUS	42
700-708 BITTERSWEET CONDO.ASSN	124	SEMI-ANNUAL	2,697.00	HELEN SHILLER	46
708-14 W. WELLINGTON CONDO.	14	SEMI-ANNUAL	525.00	BERNARD J. HANSEN	44
7120 N. SHERIDAN ROAD CONDO.	64	ANNUAL	1,152.10	DAVID D. ORR	49
714-26 BUENA CONDOMINIUM ASSN.	28	ANNUAL	2,100.00	HELEN SHILLER	46
7200 N. RIUGE AVE CONDO ASSOC	38	ANNUAL	2,376.00	BERNARD L. STONE	50
7205-08 SOUTH YATES CONDO	6	ANNUAL	450.00	LAURENCE S BLOOM	05
731-733 WEST BRIAR CONDO.ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
7321 SOUTH SHORE DRIVE CO-OP	64	ANNUAL	2,320.00	LAURENCE S BLOOM	05
733-35 W. OAKDALE CONDO. ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
7439 SOUTH COLES HOMEOWNER'S	8	ANNUAL	600.00	LAURENCE S BLOOM	05



CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/11/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
512 W. BELDEN CONDO ASSOC	26	SEMI-ANNUAL	489.00	EDWIN W., EISENDRATH	43
5147-51 N. EAST RIVER ROAD	72	SEMI-ANNUAL	2,700.00	ROHAN FUCINSKI	41
520 W. ROSCOE CONDOMINIUM ASSN	6	ANNUAL	450.00	BERNARD J. HANSEN	44
5216-18 S. DORCHESTER CONDO.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5241 N. EAST RIVER RD. CONDO	9	ANNUAL	622.38	ROHAN FUCINSKI	41
527-37 W. BROUGHTON CONDOMINIUM	28	ANNUAL	1,576.95	HELEN SHILLER	46
530 BARRY CONDOMINIUM ASSN.	32	ANNUAL	2,400.00	BERNARD J. HANSEN	44
5302-12 CORNELL CONDOMINIUM	15	ANNUAL	1,125.00	LAWRENCE S BLOOM	05
5312-18 SOUTH HYDE PARK BLDG.	12	ANNUAL	900.00	LAWRENCE S BLOOM	05
5318-20 KIMBARK CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5328-30 HYDE PARK CONDO. ASSOC	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5331-41 S. CORNELL CONDOMINIUM	18	ANNUAL	1,350.00	LAWRENCE S BLOOM	05
5340-44 HYUE PARK CONDOMINIUM	12	ANNUAL	900.00	LAWRENCE S BLOOM	05
535 N. MICHIGAN AVE CONDO ASSO	460	SEMI-ANNUAL	11,025.00	BURTON F. NATARUS	42
539 STRATFORD CONDOMINIUM ASSN	43	ANNUAL	999.00	BERNARD J. HANSEN	44
5401 HYDE PARK CONDOMINIUM	78	ANNUAL	1,476.00	LAWRENCE S BLOOM	05
5416-18 S. DORCHESTER CONDO.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5421 S. CORNELL AVENUE CONDO.	16	ANNUAL	1,200.00	LAWRENCE S BLOOM	05
5431-33 SOUTH HYDE PARK CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5434-36 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5437-39 SOUTH CORNELL CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5445 EDGEWATER PLAZA CONDO.	466	SEMI-ANNUAL	7,003.80	KATHY OSTERMAN	48
545-553 MELROSE AVENUE	12	ANNUAL	853.00	BERNARD J. HANSEN	44
5454-60 KIMBARK CO-OPERATIVE	24	ANNUAL	1,200.00	FRED B. ROTT	01
5458-60 HYDE PARK CONDO. ASSN.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5465-73 S. INGLESIDE COURT	35	ANNUAL	892.80	TIMOTHY C. EVANS	04
5477-79 S. HYDE PARK BOULEVARD	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5478-80 S. EVERETT CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5485-89 CORNELL AVENUE CONDO.	9	ANNUAL	675.00	LAWRENCE S BLOOM	05
5511-15 S. UNIVERSITY CONDOS	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5514 CORNELL CONDOMINIUM ASSN.	31	ANNUAL	1,740.00	LAWRENCE S BLOOM	05
5518-22 EVERETT CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5521-25 S. CORNELL CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5534-36 S. DORCHESTER CONDO.	9	ANNUAL	675.00	LAWRENCE S BLOOM	05
554-556 ROSCOE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
5540-42 BLACKSTONE CONDOMINIUM	7	ANNUAL	525.00	LAWRENCE S BLOOM	05
5547-49 S. DORCHESTER CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
555 W. ALDINE CONDOMINIUM	30	ANNUAL	2,248.00	BERNARD J. HANSEN	44
555 W. ARLINGTON CONDOMINIUM	36	ANNUAL	2,172.00	EDWIN W., EISENDRATH	43
5553-55 BLACKSTONE CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5557-59 BLACKSTONE CONDOMINIUM	12	ANNUAL	864.00	LAWRENCE S BLOOM	05
560 ROSCOE BUILDING CONDO. ASSN	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
5624-26 DORCHESTER CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5711-15 BLACKSTONE AVENUE CORP	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5900 BLACKSTONE COOPERATIVE	13	ANNUAL	684.00	LAWRENCE S BLOOM	05

5/11/88

## REPORTS OF COMMITTEES

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CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/11/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
3520 LAKE SHORE DRIVE CONDO.	166	ANNUAL	9,549.00	HELEN SHILLER	46
3550 CONDOMINIUM ASSOCIATION	728	ANNUAL	15,875.00	HELEN SHILLER	46
3500 N. PINE GROVE CONDO ASSOC	55	ANNUAL	1,765.00	HELEN SHILLER	46
3618 N. FREMONT CONDO. ASSN.	4	SEMI-ANNUAL	150.00	HELEN SHILLER	46
3631 PINE GROVE CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
3730-40 LAKE SHORE DR. CONDO	62	SEMI-ANNUAL	2,091.00	HELEN SHILLER	46
3750 LAKE SHORE DRIVE INC.	132	SEMI-ANNUAL	2,682.00	HELEN SHILLER	46
3800 N. LAKE SHORE DRIVE	95	ANNUAL	5,653.50	HELEN SHILLER	46
3825-27 N. KENMORE CONDOMINIUM	6	SEMI-ANNUAL	225.00	HELEN SHILLER	46
399 CORPORATION	33	SEMI-ANNUAL	1,237.50	EDWIN W. EISENDRATH	43
40 EAST CEDAR CONDO ASSOC.	75	SEMI-ANNUAL	1,410.00	BURTON F. NATARUS	42
40/50 WEST SCHILLER STREET	19	ANNUAL	1,352.45	EDWIN W. EISENDRATH	43
401 WEBSTER CONDO. ASSOC.	36	ANNUAL	290.45	EDWIN W. EISENDRATH	43
412B CULLUM CONDO. ASSOCIATION	9	ANNUAL	623.00	PATRICK J. LEVAR	45
415 ALDINE CONDOMINIUM ASSOC.	60	SEMI-ANNUAL	1,873.20	BERNARD J. HANSEN	44
416 BRIAR CONDOMINIUM ASSN.	4	ANNUAL	300.00	BERNARD J. HANSEN	44
415 WEST GRANT PLACE ELYSIAN	10	ANNUAL	750.00	EDWIN W. EISENDRATH	43
420 ALDINE CONDO. ASSN.	72	SEMI-ANNUAL	780.00	BERNARD J. HANSEN	44
421 DAKDALE AVENUE CONDO. ASSN	6	ANNUAL	450.00	BERNARD J. HANSEN	44
424-28 WEST WELLINGTON ASSN.	6	ANNUAL	393.60	BERNARD J. HANSEN	44
4248 N. KEYSTONE CONDO. ASSN.	9	SEMI-ANNUAL	252.00	PATRICK J. LEVAR	45
425 WELLINGTON CONDOMINIUM	5	ANNUAL	375.00	BERNARD J. HANSEN	44
425 BARRY CONDOMINIUM ASSN.	51	ANNUAL	1,329.30	BERNARD J. HANSEN	44
4300 MARINE DRIVE CONDOMINIUM	90	SEMI-ANNUAL	1,848.00	HELEN SHILLER	46
4310-23 CLARENDON CONDO. ASSN.	45	ANNUAL	1,380.00	BERNARD J. HANSEN	46
433 W. WELLINGTON CONDO ASSN.	8	SEMI-ANNUAL	300.00	HELEN SHILLER	46
4343 CLARENDON CONDO ASSOC	450	ANNUAL	9,127.00	HELEN SHILLER	46
438-448 SURF CONDOMINIUM	45	SEMI-ANNUAL	972.00	BERNARD J. HANSEN	44
440 ALDINE CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
442 WELLINGTON COOPERATIVE	24	SEMI-ANNUAL	900.00	BERNARD J. HANSEN	44
444 W. ALDINE CONDO. ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
444-46 W. DAKDALE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
450 W. BARRY CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
4880 MARINE DR. CONDOMINIUM	119	ANNUAL	1,914.90	KATHY OSTERMAN	48
4950 FOHATAN BUILDING CORP.	40	ANNUAL	1,490.00	TIMOTHY C. EVANS	04
50 E. BELLEVUE CONDOMINIUM	142	SEMI-ANNUAL	4,033.21	BURTON F. NATARUS	42
500 BARRY CONDOMINIUM ASSN.	10	ANNUAL	750.00	BERNARD J. HANSEN	44
500-502 WEST ROSCOE STREET	13	ANNUAL	975.00	BERNARD J. HANSEN	44
5000 CORNELL CONDOMINIUM ASSN.	77	ANNUAL	3,270.60	TIMOTHY C. EVANS	04
5000 MARINE DRIVE CORPORATION	82	ANNUAL	4,067.50	KATHY OSTERMAN	48
501 W. DELMONT CONDOMINIUM	19	ANNUAL	1,066.60	BERNARD J. HANSEN	44
5036-38 DREXEL CONDO. ASSN.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5040-40 MARINE DRIVE CONDO.	203	ANNUAL	9,209.50	KATHY OSTERMAN	48
505 MELROSE CONDOMINIUM ASSN.	41	ANNUAL	1,417.65	BERNARD J. HANSEN	44
511 WEST MELROSE CONDO ASSC	55	SEMI-ANNUAL	2,040.00	BERNARD J. HANSEN	44

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
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CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
180 EAST PEARSON HOMEOWNERS	260	SEMI-ANNUAL	9,750.00	BURTON F. NATARUS	42
200 EAST PEARSON CORPORATION	10	ANNUAL	750.00	BURTON F. NATARUS	42
2007 N. SEDGWICK CONDOMINIUM	40	SEMI-ANNUAL	1,500.00	EDWIN W.. EISENDRATH	43
2024-34 EAST 72ND PLACE ASSOC	18	SEMI-ANNUAL	544.00	LAURENCE S BLOOM	05
2038-48 E. 72ND PLACE CONDO	18	ANNUAL	804.00	LAURENCE S BLOOM	05
21 E. CHESTNUT CONDO ASSOC.	161	SEMI-ANNUAL	2,476.00	BURTON F. NATARUS	42
2127-35 N. HARLEM CONDO. ASSN.	33	ANNUAL	2,475.00	WILLIAM JP BANKS	36
2155 N. HARLEM AVENUE BUILDING	12	ANNUAL	851.50	WILLIAM JP BANKS	36
220 E. WALTON CONDO. ASSN.	20	SEMI-ANNUAL	750.00	BURTON F. NATARUS	42
2201 NORTH CLEVELAND CONDO.	29	ANNUAL	782.50	EDWIN W.. EISENDRATH	43
222 E. CHESTNUT CONDO. ASSN.	46	ANNUAL	2,283.00	BURTON F. NATARUS	42
2225 N. HALSTED CONDO. ASSN.	24	ANNUAL	1,290.00	EDWIN W.. EISENDRATH	43
227-237 EAST DELAWARE PL. CORP	44	SEMI-ANNUAL	1,650.00	BURTON F. NATARUS	42
2309-19 COMMONWEALTH CONDO.	31	ANNUAL	1,267.25	EDWIN W.. EISENDRATH	43
2318-26 NORTH SHEFFIELD CONDO.	34	SEMI-ANNUAL	1,275.00	EDWIN W.. EISENDRATH	43
2335 N. COMMONWEALTH CONDO.	41	ANNUAL	2,223.00	EDWIN W.. EISENDRATH	43
2400 LAKEVIEW CONDO. ASSN.	262	ANNUAL	2,815.00	EDWIN W.. EISENDRATH	43
2430 N. LAKEVIEW AVE. CO-OP	17	ANNUAL	1,275.00	EDWIN W.. EISENDRATH	43
247 E. CHESTNUT CONDO ASSOC	88	SEMI-ANNUAL	2,428.23	BURTON F. NATARUS	42
253 EAST DELAWARE CONDO. ASSOC	164	ANNUAL	4,800.00	BURTON F. NATARUS	42
2728 W. 87TH STREET CONDO	12	ANNUAL	504.00	ROBERT T. KELLAM	18
2808-10 W. LOGAN BLVD. CONDO.	6	SEMI-ANNUAL	225.00	JOHN S. MAIRZYK	13
2828 N. BURLING CONDOMINIUM	60	ANNUAL	1,660.00	BERNARD J. HANSEN	44
2830 BURLING ASSOCIATION	6	ANNUAL	450.00	BERNARD J. HANSEN	44
2909 N. SHERIDAN ROAD CONDO.	223	SEMI-ANNUAL	2,520.00	BERNARD J. HANSEN	44
2912 CONDOMINIUM ASSOCIATION	26	SEMI-ANNUAL	975.00	BERNARD J. HANSEN	44
2970 LAKE SHORE DRIVE CONDO.	106	SEMI-ANNUAL	2,190.00	BERNARD J. HANSEN	44
30 E. DIVISION CONDO ASSOC.	70	SEMI-ANNUAL	1,296.00	BURTON F. NATARUS	42
3018-20 NORTH SHERIDAN ROAD	9	ANNUAL	675.00	BERNARD J. HANSEN	44
3110 N. SHERIDAN ROAD CONDO.	109	SEMI-ANNUAL	2,465.20	BERNARD J. HANSEN	44
3150 CONDOMINIUM	204	SEMI-ANNUAL	2,440.00	BERNARD J. HANSEN	44
3150 NORTH SHERIDAN ROAD CONDO	106	SEMI-ANNUAL	2,970.82	BERNARD J. HANSEN	44
317 W. BELDEN CONDOMINIUM	19	SEMI-ANNUAL	617.00	EDWIN W.. EISENDRATH	43
3180 CONDOMINIUM ASSOCIATION	174	SEMI-ANNUAL	1,923.20	BERNARD J. HANSEN	44
320 OAKDALE CONDOMINIUM	51	ANNUAL	3,825.00	BERNARD J. HANSEN	44
3300 N. LAKE SHORE DRIVE CONDO	85	SEMI-ANNUAL	3,187.50	BERNARD J. HANSEN	44
3312 N. OAKLEY CONDOMINIUM	6	ANNUAL	450.00	RICHARD F. MELL	33
3314 CONDOMINIUM ASSOCIATION	30	SEMI-ANNUAL	688.15	BERNARD J. HANSEN	44
333 BELDEN CONDO. ASSN.	15	ANNUAL	1,125.00	EDWIN W.. EISENDRATH	43
336 WELLINGTON CONDO. ASSN.	120	SEMI-ANNUAL	2,325.00	BERNARD J. HANSEN	44
339 W. BARRY HOMEOWNERS ASSN.	68	ANNUAL	2,107.00	BERNARD J. HANSEN	44
3440 LAKE SHORE DRIVE CONDO.	218	SEMI-ANNUAL	3,446.00	BERNARD J. HANSEN	44
3470 N. LAKE SHORE DRIVE CONDO	63	ANNUAL	2,604.00	BERNARD J. HANSEN	44
3500 N. LAKE SHORE DRIVE	66	ANNUAL	4,950.00	HELEN SHILLER	46
351-3 WEST DICKENS CONDOMINIUM	8	SEMI-ANNUAL	300.00	EDWIN W.. EISENDRATH	43

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## REPORTS OF COMMITTEES

13089

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

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CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
VICTORIAN LANES CONDO. ASSN.	39	ANNUAL	1,755.00	BERNARD J. HANSEN	44
VISTA HUNES BUILDING CORP.	118	ANNUAL	5,993.85	LAURENCE S BLOOM	05
WARWICK CONDOMINIUM ASSN.	55	SEMI-ANNUAL	2,042.50	EDWIN W.. EISENKRATH	43
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL	4,677.50	HELEN SHILLER	46
WATERGATE EAST CONDOMINIUM	31	ANNUAL	1,404.00	TIMOTHY C. EVANS	04
WATERLOO COURT CONDO. ASSN.	25	ANNUAL	1,875.00	BERNARD J. HANSEN	44
WAVELAND/RACINE CONDO. ASSN.	23	ANNUAL	1,451.50	BERNARD J. HANSEN	44
WELLINGTON MANOR CONDO. ASSN.	12	ANNUAL	883.24	BERNARD J. HANSEN	44
WELLINGTON TOWN HOUSES	10	ANNUAL	750.00	BERNARD J. HANSEN	44
WEDMA APARTMENT BUILDING CORP.	18	ANNUAL	720.00	LAURENCE S BLOOM	05
WEST EDGEWATER CONDO. ASSN.	6	ANNUAL	450.00	KATHY OSTERMAN	48
WILLIAMSBURG GARDEN HOMEOWNERS	16	ANNUAL	957.00	EDWIN W.. EISENKRATH	43
WILLOW-DAYTON CONDOMINIUM ASSN	41	ANNUAL	3,075.00	EDWIN W.. EISENKRATH	43
WINCHESTER-HOOD CO-OP EXT. B	72	ANNUAL	2,562.00	BERNARD L. STONE	50
WINSTON-LONG CONDO ASSOC.	12	SEMI-ANNUAL	450.00	PATRICK J. LEVAR	45
WINSTON COURT CONDOMINIUM	22	ANNUAL	930.00	TIMOTHY C. EVANS	04
WOLFGRAM-HALSTED CONDOMINIUM	8	SEMI-ANNUAL	300.00	EDWIN W.. EISENKRATH	43
WRIGHTWOOD CONDO. ASSOC.	19	ANNUAL	1,425.00	EDWIN W.. EISENKRATH	43
YELLOW FACE CONDOMINIUM ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
YESTERYEAR CONDOMINIUM ASSN.	30	ANNUAL	1,661.00	EUGENE C. SCHULTER	47
1 EAST SCHILLER CONDO. ASSN.	78	ANNUAL	5,850.00	BURTON F. NATARUS	42
1000 W. DIVERSEY LOFTOMINIUMS	8	ANNUAL	600.00	BERNARD J. HANSEN	44
1110 N. LAKE SHORE DRIVE	74	SEMI-ANNUAL	2,305.00	KATHY OSTERMAN	48
1116-18 LOYOLA CONDOMINIUM	10	ANNUAL	624.00	DAVID D. ORR	49
1200 CONDOMINIUM ASSOCIATION	55	ANNUAL	2,200.00	BURTON F. NATARUS	42
1235-45 ASTOR STREET BUILDING	9	ANNUAL	675.00	BURTON F. NATARUS	42
1240 CONDOMINIUM ASSOCIATION	60	ANNUAL	4,200.00	BURTON F. NATARUS	42
1245 N. DEARBORN CONDO. ASSN.	10	ANNUAL	750.00	BURTON F. NATARUS	42
1300 LAKE SHORE DRIVE CONDO	150	SEMI-ANNUAL	3,315.00	EDWIN W.. EISENKRATH	43
1300 N. LASALLE ASSOCIATION	7	ANNUAL	525.00	BURTON F. NATARUS	42
1319-21 W. ARDMORE CONDO. ASSO	6	SEMI-ANNUAL	225.00	EDWIN W.. EISENKRATH	43
1320 N. STATE CO-OP APTS.	40	ANNUAL	3,000.00	BURTON F. NATARUS	42
1340 N. DEARBORN CONDOMINIUMS	87	ANNUAL	3,512.39	BURTON F. NATARUS	42
1345 E. MADISON PARK CONDO.	4	ANNUAL	300.00	TIMOTHY C. EVANS	04
1357 E. MADISON PARK CONDO.	3	ANNUAL	225.00	TIMOTHY C. EVANS	04
1400-12 E. 56TH ST. CONDO. ASSOC	18	ANNUAL	1,350.00	LAURENCE S BLOOM	05
1407-09 WEST ELMDALE CONDO	6	SEMI-ANNUAL	225.00	KATHY OSTERMAN	48
1410 NORTH STATE PARKWAY CONDO	50	SEMI-ANNUAL	1,624.00	BURTON F. NATARUS	42
1530 N. DEARBORN CONDO. ASSN.	51	SEMI-ANNUAL	1,912.50	BURTON F. NATARUS	42
1540 STATE PARKWAY CONDO.	62	ANNUAL	1,864.25	EDWIN W.. EISENKRATH	43
159 GOETHE CONDOMINIUM ASSN.	14	ANNUAL	774.00	BURTON F. NATARUS	42
1613-15 FARWELL CONDO. ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
1637-39 W. CHASE CONDO. ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
1651 N. DAYTON HOMEOWNERS	16	ANNUAL	1,200.00	EDWIN W.. EISENKRATH	43
1650 CONDOMINIUM ASSOCIATION	492	SEMI-ANNUAL	4,500.00	EDWIN W.. EISENKRATH	43

CITY OF CHICAGO  
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SHEWANJOAH CONDO ASSOC INC	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
SHERIDAN SHORES CONDOMINIUM	74	ANNUAL	2,352.00	KATHY OSTERMAN	48
SHERIDAN-BRIAR NORTH CONDO.	17	ANNUAL	1,275.00	BERNARD J. HANSEN	44
SHERWIN ON THE LAKE CONDO.	118	SEMI-ANNUAL	4,425.00	DAVID D. ORR	49
SHORELINE CONDOMINIUM ASSN.	49	ANNUAL	2,076.00	LAWRENCE S BLOOM	05
SHORELINE TOWERS CONDOMINIUM	377	SEMI-ANNUAL	6,330.00	DAVID D. ORR	49
SOUTH SHORE CLUB CONDO ASSN.	16	ANNUAL	1,200.00	LAWRENCE S BLOOM	05
SOUTH SHORE VILLA CONDO. ASSN.	40	ANNUAL	2,578.00	LAWRENCE S BLOOM	05
ST. MICHAELS SQUARE CONDO.	34	ANNUAL	2,228.00	EDWIN W.. EISENDRATH	43
STRATFORD HOUSE-ON-THE-LAKE	40	SEMI-ANNUAL	1,290.00	DAVID D. ORR	49
STRATFORD PLACE CONDO. ASSN.	22	ANNUAL	840.00	BERNARD J. HANSEN	44
STREETERVILLE CENTER CONDO	161	SEMI-ANNUAL	2,323.14	BURTON F. NATARUS	42
SUN VILLA CONDO	9	ANNUAL	675.00	JOSEPH S. KOTLARZ JR	35
SURF AND PINE GROVE CONDO.	13	ANNUAL	975.00	BERNARD J. HANSEN	44
SURF-WALK CONDOMINIUM ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
SURFSIDE CONDOMINIUM	188	ANNUAL	3,156.20	KATHY OSTERMAN	48
SUTTON PLACE TOWNHOMES	50	ANNUAL	582.82	BURTON F. NATARUS	42
THE BARRY CONDOMINIUM	65	SEMI-ANNUAL	2,437.50	BERNARD J. HANSEN	44
THE COLONIAL CONDOMINIUM ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
THE COLONIAL GREEN CONDO ASSN.	206	SEMI-ANNUAL	2,014.00	EDWIN W.. EISENDRATH	43
THE INNS OF COURT ON BLACK-	18	ANNUAL	1,176.00	LAWRENCE S BLOOM	05
THE MARRAGANETT CONDO ASSOC.	63	ANNUAL	2,496.00	TIMOTHY C. EVANS	04
THE OAK GROVE CONDOMINIUM ASSN	10	ANNUAL	750.00	BERNARD J. HANSEN	44
THE PARK CONDOMINIUMS	13	ANNUAL	648.00	LAWRENCE S BLOOM	05
THE FORTALS AT GRANT PLACE	18	ANNUAL	996.00	LAWRENCE S BLOOM	05
THE RUSKIN APARTMENTS, INC.	50	ANNUAL	2,798.30	EDWIN W.. EISENDRATH	43
THE SHEFFIELD BUILDING ASSN.	15	SEMI-ANNUAL	474.00	LAWRENCE S BLOOM	05
THE WELLINGTON CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
THE WELLINGTON PLACE CONDO.	106	SEMI-ANNUAL	2,757.60	BERNARD J. HANSEN	44
THE 1115 SOUTH PLYMOUTH COURT	117	ANNUAL	2,970.60	BERNARD J. HANSEN	44
THE 1169 SOUTH PLYMOUTH COURT	75	ANNUAL	2,442.36	FRED B. ROTT	01
THE 1325 BIRCHWOOD BUILDING	75	ANNUAL	2,442.36	FRED B. ROTT	01
THE 2736 N. HAMPTON CT. CONDO.	18	ANNUAL	1,218.00	DAVID D. ORR	49
THIRTY EAST ELM CONDO ASSOC.	16	ANNUAL	1,200.00	EDWIN W.. EISENDRATH	43
THORNDALE CONDO. ASSN.	123	SEMI-ANNUAL	690.00	BURTON F. NATARUS	42
TIARA HOMEOWNERS ASSOCIATION	6	ANNUAL	450.00	KATHY OSTERMAN	48
TIPFANY SQUARE CONDO ASSOC.	100	SEMI-ANNUAL	1,854.00	KATHY OSTERMAN	48
TOWER HOMES REALTY TRUST	6	ANNUAL	450.00	DAVID D. ORR	49
TUDOR GABLES BUILDING CORP.	13	ANNUAL	540.00	LAWRENCE S BLOOM	05
TWIN GABLES CONDOMINIUM ASSN.	114	ANNUAL	3,000.00	TIMOTHY C. EVANS	04
TWO HUNDRED NINE LAKE SHORE	20	ANNUAL	1,183.00	BERNARD J. HANSEN	50
UNIVERSITY PARK CONDO. ASSN.	54	SEMI-ANNUAL	1,902.75	BURTON F. NATARUS	42
UNIVERSITY COMMONS CONDOMINIUM	540	SEMI-ANNUAL	8,757.60	TIMOTHY C. EVANS	04
	30	ANNUAL	1,452.00	LAWRENCE S BLOOM	05

CITY OF CHICAGO  
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MILART TERRACE CONDO ASSOC.	15	ANNUAL	717.60	BERNARD L. STONE	50
MOZART VISTA CONDOMINIUM ASSN.	6	ANNUAL	447.00	PATRICK J. O'CONNOR	40
NEWMART CONDOMINIUM ASSN.	728	SEMI-ANNUAL	2,876.00	TIMOTHY C. EVANS	04
NIAGARA NORTH CONDO ASSOC.	20	SEMI-ANNUAL	750.00	ROMAN PUCINSKI	41
NOBLE SQUARE HOUSING COOP.	484	ANNUAL	34,010.47	TERRY M. GABINSKI	32
NORTH GLEN CONDOMINIUM ASSN.	7	ANNUAL	525.00	DAVID B. ORR	49
NORTH PARK TOWER COOPERATIVE	125	ANNUAL	8,193.00	EDWIN W. EISENDRATH	43
NORTHWEST GARDEN APT'S CONDO.	9	ANNUAL	675.00	ROMAN PUCINSKI	41
NORTHWEST POINT CONDO ASSOC.	10	SEMI-ANNUAL	375.00	ROMAN PUCINSKI	41
NORTHWEST POINT CONDOMINIUMS	30	SEMI-ANNUAL	1,125.00	ROMAN PUCINSKI	41
DAKDALE COURT CONDO. ASSN.	31	SEMI-ANNUAL	744.00	BERNARD J. HANSEN	44
DAKDALE TOWERS CONDOMINIUM	58	ANNUAL	3,122.80	BERNARD J. HANSEN	44
ULCOIT VISTA CONDO ASSOC	9	ANNUAL	571.50	WILLIAM J.P. BANKS	36
ONE EAST SCOTT CONDO. ASSOC.	240	ANNUAL	337.50	ROMAN PUCINSKI	41
ORIENTAL TERRACE HUNEDWERNB	98	ANNUAL	3,529.25	KURT F. NATARUB	42
OXFORD HOMES CONDOMINIUM ASSN.	21	ANNUAL	660.00	FRED B. ROTTI	01
PANORAMA CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
PARK ASTOR CONDOMINIUM	52	ANNUAL	3,600.00	EDWIN W. EISENDRATH	43
PARK EDGEWATER CONDOMINIUM	103	SEMI-ANNUAL	2,086.40	KATHY OSTERMAN	48
PARK HARBOR CONDO. ASSN.	101	SEMI-ANNUAL	1,594.00	HELEN SHILLER	46
PARK PLACE CONDO. ASSN.	6	SEMI-ANNUAL	225.00	KATHY OSTERMAN	48
PARK PLACE CONDOMINIUM II	18	ANNUAL	624.00	ROBERT T. KELLAM	18
PARK PLACE III CONDO ASSOC.	18	ANNUAL	624.00	ROBERT T. KELLAM	18
PARK PLACE IV CONDO. ASSOC.	30	SEMI-ANNUAL	961.38	ROMAN PUCINSKI	41
PARKVIEW CONDO WEST INC.	18	ANNUAL	1,164.00	LAWRENCE S. BLOOM	05
PARKVIEW TOWER CONDO ASSOC.	150	ANNUAL	4,278.83	EDWIN W. EISENDRATH	43
PATTERSON-PINE GROVE CONDO.	30	ANNUAL	884.50	HELEN SHILLER	46
FAYTON PLACE CONDO. ASSN.	15	ANNUAL	1,125.00	LAWRENCE S. BLOOM	05
PIERRE CONDOMINIUM ASSOCIATION	102	ANNUAL	4,805.00	EDWIN W. EISENDRATH	43
PINE GROVE APT. BLDG. CORP.	20	ANNUAL	1,500.00	HELEN SHILLER	46
PINE GROVE PLACE INC.	13	ANNUAL	975.00	HELEN SHILLER	46
POINSETTA EAST CONDOMINIUM	10	ANNUAL	720.00	LAWRENCE S. BLOOM	05
POINT EAST CONDOMINIUM	50	SEMI-ANNUAL	1,610.00	ROMAN PUCINSKI	41
FORTAGE MANOR CONDOMINIUM	7	SEMI-ANNUAL	262.50	THOMAS W. CULLERTON	38
FROHNTORY APARTMENTS TRUST	121	SEMI-ANNUAL	585.00	LAWRENCE S. BLOOM	05
KIRGE PARK CONDO. ASSN.	21	SEMI-ANNUAL	787.50	BERNARD L. STONE	50
RIVERS EDGE CONDOMINIUM ASSN.	24	ANNUAL	720.00	EUGENE C. SCHULTER	47
RUSCOE WOODS CONDOMINIUM	28	SEMI-ANNUAL	905.00	THOMAS W. CULLERTON	38
ROSEDALE APARTMENTS ASSN.	14	SEMI-ANNUAL	525.00	PATRICK J. LEVAR	45
ROSEMONT APARTMENTS CONDO.	36	ANNUAL	1,375.00	BERNARD L. STONE	50
SAXONY COURT CONDOMINIUM	25	SEMI-ANNUAL	937.50	EUGENE C. SCHULTER	47
SEMINARY GARDEN CONDOMINIUM	18	ANNUAL	1,350.00	EDWIN W. EISENDRATH	43
SHEFFIELD MANOR CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44

C I T Y O F C H I C A G O  
COMMITTEE ON CLAIMS AND LIABILITY  
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CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
INFERIAL JEWERS CONDO ASSOC.	862	SEMI-ANNUAL	11,902.80	HELEN SHILLER	46
INDIAN BOUNDARY COURT CONDO A8	24	ANNUAL	1,800.00	BERNARD L. STONE	50
INNISBROOK CONDO ASSOC. #4	54	SEMI-ANNUAL	1,936.17	ROMAN PUCINSKI	41
INNISBROOK CONDO ASSOC. #5	54	SEMI-ANNUAL	1,847.46	ROMAN PUCINSKI	41
INNISBROOK CONDO BLDG. #1	54	SEMI-ANNUAL	2,025.00	ROMAN PUCINSKI	41
JACKSON COURT APARTMENTS	27	ANNUAL	1,296.00	LAWRENCE S BLOOM	05
KENMORE TOWNHOUSE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
KENMORE-LELAND WEST CONDO.	13	ANNUAL	975.00	HELEN SHILLER	46
KENWOOD GREEN CONDOMINIUM	21	ANNUAL	1,188.00	LAWRENCE S BLOOM	05
KERRY COURTS CONDOMINIUM ASSN.	9	ANNUAL	603.50	HELEN SHILLER	46
KEYSTONE COURTS CONDO ASSOC #2	12	ANNUAL	518.10	PATRICK J. LEVAR	43
KIMBARK CROSSING CONDO. ASSN.	24	ANNUAL	1,800.00	LAWRENCE S BLOOM	05
KIMBARK OF UNIVERSITY CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
KING'S COURT CONDO. ASSN.	26	ANNUAL	1,524.00	BERNARD J. HANSEN	44
KINGS COURT CONDO. PHASE II	36	SEMI-ANNUAL	722.00	JOHN S. MADRYK	13
LAKE PARK PLAZA CONDO ASSOC.	448	SEMI-ANNUAL	10,432.80	HELEN SHILLER	46
LAKE SHORE LAND ASSOCIATION	16	ANNUAL	1,200.00	BURTON F. NATARUS	42
LASALLE MANOR CONDO. ASSN.	20	ANNUAL	1,500.00	BURTON F. NATARUS	42
LASALLE TERRACE CONDO ASSOC.	141	SEMI-ANNUAL	4,660.16	BURTON F. NATARUS	42
LAWRENCE CONDOMINIUM ASSOC.	7	SEMI-ANNUAL	255.00	PATRICK J. LEVAR	45
LELAND COURT CONDOMINIUM ASSN.	9	SEMI-ANNUAL	246.00	EUGENE C. SCHULTER	47
LINCOLN PARK TOWER CONDO	348	SEMI-ANNUAL	5,018.54	EDWIN W. EISENKRATH	43
LUNT AVENUE CONDOMINIUM AND	38	SEMI-ANNUAL	1,193.60	DAVID D. ORR	49
MAGNOLIA-GRACE CONDOMINIUM	12	ANNUAL	495.00	BERNARD J. HANSEN	44
MALIBU EAST CONDO. ASSOCIATION	499	ANNUAL	11,524.00	KATHY OSTERMAN	48
MARGATE GREEN CONDO. ASSN.	6	ANNUAL	450.00	KATHY OSTERMAN	48
MARINA TOWERS CONDO ASSOC	896	SEMI-ANNUAL	20,724.00	BURTON F. NATARUS	42
MARLBOROUGH CONDO. ASSN.	106	ANNUAL	5,932.00	EDWIN W. EISENKRATH	43
MASON MANOR CONDOMINIUM	35	SEMI-ANNUAL	1,312.50	ROMAN PUCINSKI	41
MASON MANOR, INC.	24	ANNUAL	1,044.25	DANNY K. DAVIS	29
MASON TERRACE CONDOMINIUM	18	ANNUAL	1,350.00	PATRICK J. LEVAR	45
MASTERCRAFT CONDOMINIUMS	16	ANNUAL	1,200.00	EDWIN W. EISENKRATH	43
MAYFAIR TERRACE CONDO. ASSN.	24	ANNUAL	1,357.90	PATRICK J. LEVAR	45
MCCORMICK MANSION CONDO. ASSN.	9	ANNUAL	675.00	EDWIN W. EISENKRATH	43
MEDILL CONDOMINIUM ASSOCIATION	8	ANNUAL	374.00	WILLIAM JP BANKS	36
MELROSE GARDEN CONDOMINIUM	19	ANNUAL	849.00	BERNARD J. HANSEN	44
MENDONCE LANE CONDOMINIUM	14	ANNUAL	1,050.00	EDWIN W. EISENKRATH	43
NEWS ON DORECHESTER CONDO.	25	ANNUAL	1,320.00	LAWRENCE S BLOOM	05
NIA CASA APT. BLDG. CORP.	21	ANNUAL	1,290.00	LAWRENCE S BLOOM	05
MICHIGAN BUILDING CORPORATION	20	ANNUAL	1,500.00	BURTON F. NATARUS	42
MIDWAY APARTMENT BUILDING CORP	37	ANNUAL	1,596.00	LAWRENCE S BLOOM	05
MIDWAY ESTATES CONDO	6	ANNUAL	240.00	JOHN S. MADRYK	13
MIDWAY VIEW APARTMENTS	20	ANNUAL	840.00	LAWRENCE S BLOOM	05
MONTROSE MANOR CONDOMINIUM	12	ANNUAL	900.00	HELEN SHILLER	46
MURSE CONDOMINIUM ASSOCIATION	6	ANNUAL	450.00	DAVID D. ORR	49

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/11/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
FOREST TOWERS CONDOMINIUM #1	39	SEMI-ANNUAL	1,067.18	ROMAN PUCINSKI	41
FOSTER CONDO ASSOCIATION	30	ANNUAL	2,250.00	ROMAN PUCINSKI	41
FOSTER TERRACE CONDOMINIUM	11	ANNUAL	825.00	PATRICK J. LEVAR	45
FOSTER WESTERN CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J. O'CONNOR	40
FOUNTAIN-VIEW CONDOMINIUM	18	SEMI-ANNUAL	675.00	ROMAN PUCINSKI	41
FOUNTAINVIEW CONDOMINIUM	29	SEMI-ANNUAL	672.00	PATRICK J. LEVAR	45
FOUR CORNERS I CONDOMINIUMS	18	ANNUAL	1,320.00	TIMOTHY C. EVANS	04
FRIENDLY VILLAGE #4 CONDO	18	SEMI-ANNUAL	570.00	ROMAN PUCINSKI	41
FRIENDLY VILLAGE NUMBER TWO	18	SEMI-ANNUAL	360.00	ROMAN PUCINSKI	41
FULLERTON COLONNADE CONDO.	14	ANNUAL	1,050.00	EDWIN W. EISENKRATH	43
GARFIELD RIDGE CONDO. ASSN.	12	ANNUAL	480.00	WILLIAM F. KRYSZYNIAK	23
GASLIGHT CONDOMINIUM ASSN.	15	ANNUAL	857.00	BERNARD J. HANSEN	44
GLENMONT COURT CONDO. ASSN.	24	SEMI-ANNUAL	559.64	FRED B. ROTI	01
GOODFRIEND CONDOMINIUM ASSN.	13	ANNUAL	780.00	TIMOTHY C. EVANS	04
GURION TERRACE CONDO ASSOC.	22	ANNUAL	1,374.00	HELEN SHILLER	46
GRANVILLE COURTS CONDO. ASSOC.	256	SEMI-ANNUAL	3,338.40	BERNARD L. STONE	50
GRANVILLE COURTS CONDOMINIUMS	6	ANNUAL	450.00	BERNARD L. STONE	50
GRANVILLE GARDENS CONDO ASSOC.	17	SEMI-ANNUAL	553.00	BERNARD L. STONE	50
GRANVILLE SYNDICATE	6	ANNUAL	450.00	DAVID D. ORR	49
GRANVILLE TERRACE MUTUAL TRUST	116	ANNUAL	3,413.00	BERNARD L. STONE	50
GREENLEAF APT. BLDG. CORP.	37	SEMI-ANNUAL	857.40	DAVID D. ORR	49
GREENLEAF CONDOMINIUM ASSN.	29	SEMI-ANNUAL	570.00	DAVID D. ORR	49
GREENLEAF COURT CONDO ASSOC.	18	ANNUAL	1,350.00	DAVID D. ORR	49
GREENVIEW CONDOMINIUM ASSN.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
GREENWOOD WEST CO-OPERATIVE	36	SEMI-ANNUAL	708.00	ERNEST JONES	20
GREGORY COURT CONDOMINIUM ASSN	36	SEMI-ANNUAL	1,176.00	MARK J. FARY	12
GUNNISON POINT CONDO ASSOC	32	SEMI-ANNUAL	552.00	PATRICK J. LEVAR	45
HANOVER CONDOMINIUM	167	ANNUAL	7,448.70	BURTON F. NATARUS	42
HARBOR HOUSE CONDO. ASSN.	278	SEMI-ANNUAL	5,760.00	BERNARD J. HANSEN	44
HARBOR WEST CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
HEATHER OAKS CONDOMINIUM ASSN.	30	ANNUAL	1,220.60	BERNARD J. HANSEN	44
HEATHER TERRACE CONDO. ASSN.	22	ANNUAL	1,650.00	THOMAS W. CULLERTON	38
HEUGROW CONDOMINIUMS	56	ANNUAL	1,920.00	LAWRENCE S BLOOM	05
HEMINGWAY HOUSE CONDO. ASSN	280	SEMI-ANNUAL	4,991.70	EDWIN W. EISENKRATH	43
HOLLYWOOD PARK CONDOMINIUM	36	ANNUAL	1,428.00	ANTHONY C. LAURINO	39
HOLLYWOOD RIDGEVIEW CONDO.	6	ANNUAL	450.00	KATHY OSTERMAN	48
HOLLYWOOD TERRACE CONDO. ASSN.	58	ANNUAL	2,142.60	KATHY OSTERMAN	48
HOLLYWOOD TOWERS CONDO ASSOC.	541	SEMI-ANNUAL	2,383.00	KATHY OSTERMAN	48
HOMER BY THE PARK CONDOMINIUMS	13	ANNUAL	975.00	BERNARD L. STONE	50
HORIZON HOUSE CONDO. ASSOC	110	SEMI-ANNUAL	4,125.00	KATHY OSTERMAN	48
HOYNE CONDOMINIUM HOMES	6	SEMI-ANNUAL	225.00	LUIS GUTIERREZ	26
Hudson Condo Association	7	ANNUAL	525.00	BERNARD J. HANSEN	44
HURON & WELLS CONDO. ASSN.	14	ANNUAL	1,050.00	BURTON F. NATARUS	42
HYDE PARK BLDG. CONDO. ASSN.	15	ANNUAL	624.00	TIMOTHY C. EVANS	04
HYDE PARK-WOODLAWN CONDO. ASSN	36	ANNUAL	1,650.00	TIMOTHY C. EVANS	04



CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 5/11/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
CLAREMONT NORTH CONDOMINIUMS	32	SEMI-ANNUAL	590.00	BERNARD L. STONE	50
CLARENDON LAKESIDE CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
CLEVELAND/ARMITAGE CONDO. ASSN.	13	ANNUAL	975.00	EDWIN W.. EISENDRATH	43
CLIFTON WEBSTER CONDOMINIUM	8	ANNUAL	526.00	EDWIN W.. EISENDRATH	43
CLYBURN LOFTS CONDOMINIUMS	55	ANNUAL	2,882.60	EDWIN W.. EISENDRATH	43
COASTLAND APARTMENTS, INC.	24	ANNUAL	1,536.00	LAWRENCE S BLOOM	05
COLUMBIA ESTATES CONDOMINIUM	19	SEMI-ANNUAL	712.50	DAVID D. ORR	49
COLUMBIAN CONDOMINIUM ASSN.	18	ANNUAL	1,128.00	LAWRENCE S BLOOM	05
CUMMINGS PLAZA CONDO. ASSN	370	SEMI-ANNUAL	7,935.00	BERNARD J. HANSEN	44
CUMMINGS PLAZA CONDO. ASSN	24	ANNUAL	1,800.00	BERNARD J. HANSEN	44
CONSERVATORY CONDOMINIUM ASSN.	40	SEMI-ANNUAL	1,488.00	EDWIN W.. EISENDRATH	43
CORLAKE CONDOMINIUM ASSN.	6	ANNUAL	365.00	BERNARD J. HANSEN	44
CORNELL VILLAGE TOWER CONDO.	148	ANNUAL	6,420.00	TIMOTHY C. EVANS	04
CORNELL VILLAGE TOWNHOUSE	18	ANNUAL	1,350.00	TIMOTHY C. EVANS	04
CORTINA COURT CONDO. ASSN.	25	ANNUAL	1,276.00	BERNARD J. HANSEN	44
CRANDON HALL CONDOMINIUM	31	ANNUAL	1,740.00	LAWRENCE S BLOOM	05
CRANSTON CONDOMINIUM ASSOC.	46	ANNUAL	2,480.00	LAWRENCE S BLOOM	05
CRESTWOOD TERRACE CONDO ASSOC.	24	SEMI-ANNUAL	690.00	ROMAN FUCINSKI	41
DEARBORN PARK TOWNHOUSE CONDO	47	ANNUAL	3,142.89	FRED B. ROTI	01
DEARBORN PARK UNIT ONE	144	ANNUAL	10,623.60	FRED B. ROTI	01
DEARBORN TERRACE CONDO. ASSN.	16	ANNUAL	1,034.00	KURT F. NATARUS	42
DICKENS COURT CONDO. ASSN.	42	ANNUAL	2,608.20	EDWIN W.. EISENDRATH	43
DORRIDGE CONDOMINIUM ASSN.	16	ANNUAL	780.00	TIMOTHY C. EVANS	04
DORCHESTER CONDOMINIUM ASSN.	24	ANNUAL	1,584.00	MARK J. FARY	12
DORCHESTER HOMES REALTY TRUST	15	ANNUAL	1,125.00	LAWRENCE S BLOOM	05
DOWER MANOR CONDOMINIUM ASSOC.	11	ANNUAL	825.00	DAVID D. ORR	49
EAST LAKEVIEW TOWNHOUSE ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
EAST PARK CONDOMINIUM	15	ANNUAL	1,089.00	LAWRENCE S BLOOM	05
EATON PLACE CONDOMINIUM ASSN.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
EDDYSTONE CONDOMINIUM HOMES,	80	SEMI-ANNUAL	3,000.00	BERNARD J. HANSEN	44
EDGEWOOD MANOR #1	11	SEMI-ANNUAL	351.33	ROMAN FUCINSKI	41
EDGEWOOD MANOR II	11	SEMI-ANNUAL	351.33	ROMAN FUCINSKI	41
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL	782.92	ROMAN FUCINSKI	41
EDMUNDS STREET CONDO ASSOC.	8	SEMI-ANNUAL	300.00	PATRICK J. LEVAR	45
EL LAGO CONDOMINIUM ASSOC.	269	SEMI-ANNUAL	1,598.60	KATHY OSTERMAN	48
ELLIS COOPERATIVE	33	ANNUAL	1,296.00	TIMOTHY C. EVANS	04
ESTATES ON GUNNISON CONDO.	6	ANNUAL	450.00	KATHY OSTERMAN	48
EUGENIE LANE CONDOMINIUM ASSN.	24	ANNUAL	1,800.00	EDWIN W.. EISENDRATH	43
EURENIE PARK CONDOMINIUM	32	ANNUAL	1,465.60	EDWIN W.. EISENDRATH	43
EVELYN LANE CONDOMINIUM	48	SEMI-ANNUAL	1,278.69	MARK J. FARY	12
FAIRMARCS CONDOMINIUM ASSN.	27	ANNUAL	2,025.00	BERNARD J. HANSEN	44
FIRESTONE CONDOMINIUM ASSN.	16	ANNUAL	932.00	BERNARD J. HANSEN	44
FIRST HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
FIRST KENMORE ASSOCIATES CONDO	6	SEMI-ANNUAL	225.00	KATHY OSTERMAN	48
FIVE THOUSAND EAST END AVENUE	199	ANNUAL	4,320.00	TIMOTHY C. EVANS	04

5/11/88

## REPORTS OF COMMITTEES

13095

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 5/11/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ACADEMY HALL APARTMENTS	48	ANNUAL	3,600.00	MICHAEL F. SHEAHAN	19
ACADEMY TOWNHOMES ASSOCIATION	24	ANNUAL	936.00	MICHAEL F. SHEAHAN	19
ADDISON BLVD. CORPORATION	27	ANNUAL	1,481.70	HELEN SHILLER	46
ADDISON COURT CONDO. ASSOC.	38	ANNUAL	1,275.00	BERNARD J. HANSEN	44
ADDISON LAKE SHORE EAST	28	ANNUAL	1,080.00	HELEN SHILLER	46
ADDISON LAKE SHORE WEST	28	ANNUAL	1,060.00	HELEN SHILLER	46
ALTA VISTA CONDOMINIUM	59	ANNUAL	3,646.00	HELEN SHILLER	46
ANCHOR LOFTS ASSOCIATION	15	ANNUAL	1,125.00	BURTON F. NATARUS	42
ANDERSONVILLE CONDO ASSOC.	6	SEMI-ANNUAL	225.00	KATHY OSTERMAN	48
ANGLE APT. BLDG. COOPERATIVE	24	SEMI-ANNUAL	900.00	KATHY OSTERMAN	48
ARMITAGE-CLEVELAND CONDO.	20	ANNUAL	1,500.00	EDWIN W. EISENDRATH	43
ARMITAGE-HOME CONDOMINIUM ASSN	15	ANNUAL	1,125.00	EDWIN W. EISENDRATH	43
ASHLAND TOWERS CONDOMINIUM	38	ANNUAL	1,656.00	JESSE J. EVANS	21
ATHLETIC CONDOMINIUM ASSN.	10	ANNUAL	750.00	BERNARD J. HANSEN	44
AUGUSTA CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
BARKLEY CONDOMINIUM	83	SEMI-ANNUAL	1,502.00	FRED B. ROTI	01
BARRY AVENUE TOWNHOUSES	12	SEMI-ANNUAL	450.00	BERNARD J. HANSEN	44
BARRY QUADRANGLE CONDO. ASSN.	116	ANNUAL	4,458.00	BERNARD J. HANSEN	44
BEACH POINT TOWER CONDO.	90	SEMI-ANNUAL	2,052.80	KATHY OSTERMAN	48
BEL OAKS WEST CONDO. ASSOC.	37	ANNUAL	1,500.50	BERNARD L. STONE	50
BEL-HARBOR CONDOMINIUMS	206	SEMI-ANNUAL	1,698.80	BERNARD J. HANSEN	44
BELLIEN-COMMUNWEALTH CONDO.	12	ANNUAL	900.00	EDWIN W. EISENDRATH	43
BELL-WEST CONDOMINIUM ASSN.	30	ANNUAL	1,472.40	BERNARD L. STONE	50
BELMONT CONDOMINIUM ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
BELMONT-CAMBRIDGE CONDOMINIUM	9	ANNUAL	675.00	BERNARD J. HANSEN	44
BERNICK CONDOMINIUM ASSN.	18	ANNUAL	1,130.50	BERNARD J. HANSEN	44
BIRCHWOOD ON THE LAKE CONDO.	42	SEMI-ANNUAL	840.00	DAVID D. ORR	49
BLACKSTONE CONDOMINIUM	18	ANNUAL	1,260.00	LAWRENCE S. BLOOM	05
BOARDWALK CONDOMINIUM ASSN.	30	ANNUAL	1,409.00	HELEN SHILLER	46
BODIBER CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
BREWSTER CONDOMINIUM ASSN.	91	ANNUAL	4,774.00	BERNARD J. HANSEN	44
BRIAR COURT TOWNHOMES	7	ANNUAL	525.00	BERNARD J. HANSEN	44
BROADMORE CONDOMINIUM ASSN.	9	ANNUAL	675.00	HELEN SHILLER	46
BURLING PLACE CONDOMINIUM	6	ANNUAL	450.00	EDWIN W. EISENDRATH	43
BURTON COURT CONDOMINIUM	5	ANNUAL	375.00	BURTON F. NATARUS	42
BURTON PLACE CONDOMINIUM ASSN.	24	ANNUAL	1,505.00	BURTON F. NATARUS	42
CARMON CONDOMINIUM ASSN.	12	ANNUAL	879.00	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO.	616	SEMI-ANNUAL	10,560.00	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO.	60	ANNUAL	2,920.50	BURTON F. NATARUS	42
CASA BUNITA CONDOMINIUM ASSN.	66	ANNUAL	2,330.00	BERNARD L. STONE	50
CENARTHAN PARK SOUTH COOPERATIVE	112	SEMI-ANNUAL	830.00	EUGENE SAWYER	06
CHESTERFIELD ON TOURY CONDO	60	SEMI-ANNUAL	2,185.81	BERNARD L. STONE	50
CHEVALIER CONDOMINIUM ASSOC	20	ANNUAL	1,500.00	ROMAN FUCINSKI	41
CHICAGO RESIDENTIAL INC.	106	ANNUAL	5,781.40	EDWIN W. EISENDRATH	43
CHIFFENIA APARTMENTS ASSN.	55	SEMI-ANNUAL	1,197.00	TIMOTHY C. EVANS	04

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

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, May 9, 1988.

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

Your Committee on Claims and Liabilities to which were referred on November 6, 1985 and subsequent sundry claims as follows:

December 4, 1986	Liberty Mutual Ins. Co. and Harold B. James Cl. A1450-18314-01
October 12, 1987	Thomas Hubbard
October 10, 1987	Thomas Lally
July 17, 1987	Miguel Talavera
January 29, 1987	Aetna Life & Cas. Co. and Debra Holiday Cl. F-2088408979SP
March 26, 1987	Martin B. Skerrett
August 29, 1987	Allstate Ins. Co. and Sheldon Cohen Cl. 1010434270FSZ
April 13, 1987	Carol Kipperman
August 17, 1987	Doreen C. Budney
December 5, 1987	Mark S. Doss

November 17, 1987	Allstate Ins. Co. and Sandra Schulstad Cl. 1233797767
October 5, 1987	Montgomery Ward Ins. and Martin Coleman Cl. 0134434
June 1, 1986	Steve Egan
September 8, 1987	Sudiaman Basri
November 14, 1987	Greg Hrones
May 13, 1987	Maryland Casualty Co. and Anthony Pestka Cl. TV47582119
February 24, 1986	Johnny Perkins and Joyce Banks
July 21, 1987	Helen Strassheim
July 14, 1987	Richard G. Milbourn
November 25, 1987	L. M. Laske and D. W. Mendrek
August 24, 1987	Allstate Ins. Co. and Zachary Ramey Cl. 2520751393 FSJ
February 6, 1987	Quality Inn Chicago Downtown
November 19, 1985	Allstate Ins. Co. and Rubeye Baker Cl. 2709760610 FSW
November 10, 1987	State Farm Ins. Co. and Frank Indoranto Cl. 14-5445-197
February 12, 1987	Underwriters Adjusting Co. and Betty Hoaglund Cl. 002-0-AP880

July 13, 1987	Allstate Ins. Co. and Kathryn Worthen Cl. 2133821203M20
November 30, 1987	P.D.Q. Transportation, Inc.
April 27, 1985	Harriet A. Bridges
December 23, 1985	Dorrie Hubbard
January 9, 1986	Frank Tepper
January 22, 1986	C. Williams CT Liquor
November 15, 1984	Eileen Browne
May 28, 1986	Community Gospel Center
July 24, 1986	Tony Studzinski
February 3, 1986	Jesus Nava
August 27, 1986	Robinson Reynolds
September 2, 1986	Dundee Cement Co.
February 26, 1986	State Farm Ins. Co. and John Pecoraro Cl. 13-2268-610
September 1, 1986	Marie Zegan
September 15, 1986	Frank Tepper
September 19, 1986	Mary Space
August 8, 1986	Oscar Delgado
May 22, 1986	Joe Butera
July 2, 1986	Trenney Forrest
October 16, 1986	Ellis Calhoun
September 3, 1986	Jesse Diaz

November 5, 1986	John Chamblis
October 28, 1986	Amador Medina
December 29, 1986	Jessica Laster
December 19, 1986	Mark and Paulette Kuper
February 20, 1987	Mihail Harisis
March 3, 1987	Mario Perez
February 25, 1987	John and Elizabeth Plasko
February 14, 1986	Benjamin Carson
March 10, 1987	Willie Baldwin
July 31, 1986	Theodore Steck
January 8, 1987	Marie B. Taylor
April 2, 1987	Frank E. Matushek
April 6, 1987	Jesus Lara
March 16, 1987	Helen D. Johnson
February 14, 1987	Teodora Griego
April 29, 1986	Clement Balanoff
January 27, 1987	Lynda D. Abney
February 2, 1987	Robert N. Corby
May 18, 1987	Alex Juarez
February 22, 1987	Richard A. Martin
June 10, 1987	Robin Cleaners
March 5, 1987	Felice Casa

February 1, 1983	Allstate Inc. Co. and William Thompson Cl. 2528954361-FSJ
May 27, 1987	Hanover Chicago Ins. Co. and Richard Kazan Cl. 16-065857
April 7, 1987	Royal Ins. Co. and Stephen Mussatti Cl. 636-E-11273
December 22, 1986	Isaiah Sanchez
August 26, 1986	Southern Guaranty Ins. and Claude Boddie Cl. 86-1621-AC
June 18, 1986	K and V Truck City, Inc./Edwin Kramer
June 16, 1987	Lora May Mattingly
June 10, 1987	Wallace Sanford, Jr.
January 22, 1987	State Farm Ins. Co. and Thure Mills Cl. 13-5047-206SUB
May 13, 1986	State Farm Ins. Co. and William Pickert Cl. 13-5019841
June 20, 1986	State Security Ins. Co. and Irma J. Earvin Cl. 12A122360
July 20, 1987	Mary Lu Mulcahy
June 25, 1987	Bradley D. Young
August 6, 1987	Samuel Harvard, Jr.
May 21, 1987	Carmelo Mojica
May 15, 1987	Carmen Iris Roman
May 13, 1987	Emease Brown

May 4, 1987

Insurance Co. of Illinois and William  
Ficaro  
Cl. APV0105350

September 8, 1987

Insurance Co. of Illinois and Leo  
Wiemeler  
Cl. APV0300064

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

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

Respectfully submitted,  
(Signed) JOSEPH S. KOTLARZ,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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## COMMITTEE ON HEALTH.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
192 BY ADDITION OF NEW SECTIONS 192-20  
THROUGH 192-20.6 ENTITLED "CLEAN  
INDOOR AIR ORDINANCE".

The Committee on Health submitted the following report which was, on motion of Alderman Stone and Alderman Madrzyk, *Deferred* and ordered published:



CHICAGO, May 11, 1988.

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

Your Committee on Health, having had under consideration an ordinance to prohibit smoking in public places except in designated areas and to regulate smoking in places of employment, begs leave to recommend that Your Honorable Body pass the said proposed substitute ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee present.

Respectfully submitted,  
(Signed) ALLAN STREETER,  
*Chairman.*

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

WHEREAS, Reliable studies have found that tobacco smoke is a major contributor to indoor air pollution and that breathing second-hand smoke can cause lung cancer and other diseases in healthy nonsmokers; and

WHEREAS, Nonsmokers can suffer allergies, respiratory disease and other illness due to breathing second-hand smoke and may experience a loss of job productivity or may be forced to take periodic sick leave because of such adverse reactions; and

WHEREAS, Numerous polls have shown that a majority of both nonsmokers and smokers desire to have restrictions on smoking in enclosed public areas and in places of employment; and

WHEREAS, By enacting this ordinance, the City Council has sought to balance the needs of persons who smoke and the needs of nonsmokers to breath smoke-free air, and the legislature recognizes that where these needs conflict, the need to breath smoke-free air should take priority; now, therefore,

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

SECTION 1. Chapter 192 of the Municipal Code of Chicago is hereby amended by adding thereto new Sections 192-20 through 192-20.6 to read as follows:

*192-20. Title and Purpose. This section shall be known and may be cited as the "Clean Indoor Air Ordinance", and shall be liberally construed and applied to promote its purpose and policies. It is the purpose of this section and the policy of the city to provide*

*smoke-free areas in enclosed public places and to regulate smoking in places of employment.*

*192-20.1. Definitions. Whenever used in sections 192-20 through 192-20.6, the following words and phrases shall have the following meanings:*

*"Bar" means an enclosed area which is devoted to the serving of alcoholic beverages for consumption on the premises and in which the serving of food is only incidental to the consumption of such beverages. Although a restaurant may contain a bar, the term "bar" shall not include the restaurant dining area.*

*"Dining Area" means any enclosed area containing a counter or tables upon which meals are served.*

*"Employee" means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a not-for-profit entity.*

*"Employer" means any person, partnership, corporation, including a municipal corporation, or non-profit entity who employs the services of one or more persons.*

*"Enclosed Area" means all space between a floor and ceiling which is surrounded on all sides by walls or windows with appropriate openings for ingress and egress and is not intended to mean areas commonly described as public lobbies and common corridors.*

*"Place of Employment" means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment including, but not limited to work areas, employee lounges, cafeterias, restrooms and conference rooms. A private residence is not a "place of employment" unless it is used as a child care or health care facility.*

*"Public Place" means any enclosed area to which the public is invited. For the purpose of this section, a hospital is a public place.*

*"Restaurant" means any coffee shop, cafeteria, luncheonette, sandwich shop, private or public school cafeteria or eating establishment, and any other eating establishment, organization, or club which gives or offers for sale food to the public, guests, patrons or employees.*

*"Service Line" means any indoor line at which one or more persons are waiting for or receiving services of any kind, whether or not such service involves the exchange of money.*

*"Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, pipe or cigarette.*

*192-20.2. Smoking in Public Places. Smoking shall be prohibited in all public places except in designated smoking areas.*

*When establishing a designated smoking area, the person establishing such area shall utilize existing physical barriers, ventilation systems, and other physical elements of the premises to minimize the intrusion of smoke into areas where smoking is not permitted.*

*(a) In all waiting areas of airport terminals, train stations and bus depots, the area where smoking is prohibited must include either (i) a contiguous area of at least 50% of the total seating capacity of the facility or (ii) a separate waiting room for nonsmokers, so long as the room designated for nonsmokers contains at least 50% of the total seating capacity of the waiting area.*

*(b) Any owner, operator, manager or other person in control of a public place may declare that entire facility as a nonsmoking area.*

*(c) Smoking is prohibited in all areas of the following public places:*

- 1) Public Restrooms;*
- 2) Polling Places;*
- 3) Service Lines;*
- 4) Public Meeting and Public Assembly Rooms;*
- 5) Taxicabs.*

*(d) Notwithstanding any other provision of this section, the following areas shall not be subject to the smoking restrictions of this section:*

- 1) Bars;*
- 2) Private residences;*
- 3) Restaurants, hotel and motel conference or meeting rooms and public and private banquet or assembly rooms while these places are being used for private functions.*

*However, any owner, operator, manager or other person who controls any establishment described in this subsection may designate the entire establishment, or any portion thereof, as a nonsmoking area.*

*192-20.3. Regulation of Smoking in Places of Employment. Employers shall provide smoke-free areas for nonsmoking employees within existing facilities to the maximum extent practicable, but employers, owners, operators, managers, or other persons who*

*control the premises are not required to make physical modifications in providing these areas.*

*192-20.3(a). Each employee shall be able to designate his or her own work area as a nonsmoking area, if such work area is not also a public place, and to post the same with an appropriate sign to be provided by the employer. If, due to the proximity of smokers, size of the work area, poor ventilation or other factors, such designation does not reduce the effects of smoke to the satisfaction of the employee, the employer shall make additional accommodation by assigning the employees to different but comparable work areas, expanding the size of the work area subject to the prohibition against smoking or implementing other measures reasonably calculated to minimize or eliminate the effects of smoke on the employee.*

*192-20.3(b). Every employer shall adopt a smoking policy which shall be communicated to all employees. All employers shall supply a written copy of the smoking policy upon request to any existing or prospective employee. In any dispute arising under the smoking policy, the health concerns of the nonsmoker shall be given priority.*

*192-20.3(c). Notwithstanding any other provision of this section, every employer shall have the right to designate any place of employment, or any portion thereof, as a nonsmoking area.*

*192-20.3(d). No employer shall discharge, refuse to hire, or in any manner retaliate against any employee or applicant for employment because such employee or applicant exercises any rights afforded by this section.*

*192-20.4. Signs. Signs indicating "No Smoking" or "No Smoking-Except in Designated Areas" shall be appropriately posted in all public places. Signs indicating "Smoking Permitted" shall be posted in all designated smoking areas located in places of employment and public places.*

#### *192-20.5. Violation And Penalties.*

*192-20.5(a). It shall be unlawful for any person who owns, operates, or otherwise controls any premises or facility subject to regulation under this ordinance to fail to comply with any of the requirements of sections 192-20 through 192-20.4.*

*192-20.5(b). It shall be unlawful for any person to smoke in any area designated pursuant to sections 192-20 through 192-20.4 as a nonsmoking area.*

*192-20.5(c). Any person who violates any provision of sections 192-20 through 192-20.4 shall be subject to a fine not less than twenty-five dollars (\$25) and no more than one hundred dollars (\$100).*

*192-20.5(d). This section shall not be interpreted or construed to permit smoking where it is otherwise restricted or prohibited by any other applicable ordinance or statute.*

*192-20.6. Severability. If any provision, clause, sentence or paragraph of sections 192-20 through 192-20.5 or the application thereof shall be held invalid by a court of*

*competent jurisdiction, such invalidity shall not affect the other provisions of this section which can be given effect without the invalid provision or application, and to this end the provisions of this section are declared to be severable.*

SECTION 2. This ordinance shall be in full force and effect from and after 60 days of its passage.

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**COMMITTEE ON HISTORICAL LANDMARK  
PRESERVATION.**

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**DESIGNATION OF NOBLE-SEYMOUR-CRIPPEN HOUSE AS  
CHICAGO LANDMARK.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, May 11, 1988.

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

Your Committee on Historical Landmark Preservation having had under consideration a communication signed by John Hern, Deputy Director of the Commission on Chicago Landmarks (referred to your committee on March 9, 1988) to designate the Noble-Seymour-Crippen House as a Chicago Landmark, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,  
(Signed) BERNARD L. STONE,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlárz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the Noble-Seymour-Crippen House, located at 5622--5624 North Newark Avenue, Chicago, Illinois is worthy of designation as a Chicago Landmark; and

WHEREAS, The Commission has found that the Noble-Seymour-Crippen House meets certain criteria for landmark designation as set forth in the Municipal Code of Chicago, Sections 21-66 (1), (3), (4), and (7); and

WHEREAS, This house has intrinsic value as an important element in the Norwood Park community as the home of Mark Noble, an early Chicago settler, who moved from what is now downtown Chicago to the northwest side in 1834 and lived in the oldest portion of this house; and

WHEREAS, The house was acquired by Thomas Seymour in 1868 and who, as a member of the Norwood Park Building and Land Association, a development organization, became known as "the father of Norwood Park, and who added a two-story Italianate building to the Noble homestead; and

WHEREAS, The house was acquired by the Crippen family in 1916 and maintained by them until the recent sale of the property to the Norwood Park Historical Society; and

WHEREAS, The Norwood Park Historical Society is located in the house and plans to restore it as a museum; and

WHEREAS, The Noble-Seymour-Crippen House is located on a ridge surrounded by a large open space, retaining the feeling of the period of its construction and growth; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Noble-Seymour-Crippen House is truly important to the City of Chicago, and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of Planning and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Noble-Seymour-Crippen House be designated a Chicago Landmark; now, therefore,

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

SECTION 1. The Noble-Seymour-Crippen House, located at 5622--5624 North Newark Avenue, Chicago, and legally described as:

Lots 36, 37, 38, 39, and the north ten feet of Lot 40 in Seymour Heights, a subdivision in the west half of the southeast quarter of Section 6, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois,

is hereby designated in its entirety, along with the property on which it stands, as a "Chicago Landmark".

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-65(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 21-75 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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## COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

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### CONGRATULATIONS EXTENDED UNITED STATES SENATE ON PASSAGE OF SENATE BILL 2104 AND HOUSE OF REPRESENTATIVES REQUESTED TO BEGIN HEARINGS CONCERNING SIMILAR ACTION.

The Committee on Intergovernmental Relations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The 1965 Immigration Act is out of balance and has created a pattern of reverse discrimination against immigrants from certain nations attempting to acquire entry into the United States; and

WHEREAS, Needed reforms of the 1965 Immigration Act has taken a back seat to proposals dealing with illegal immigration; and

WHEREAS, Senate Bill 2104, known as the Kennedy/Simpson Compromise Bill, was introduced into the Senate and passed the Senate Judiciary Committee, February 18, 1988, and passed the United States Senate, March 16, 1988 with a vote of 88 to 4; and

WHEREAS, Senate Bill 2104 is designed to add 50,000 new visas and open entry to the United States to countries adversely affected by the 1965 immigration reforms; and

WHEREAS, Senate Bill 2104 promotes entry of immigrants who can contribute their skills and talents to the future development of the United States; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this eleventh day of May, 1988 do hereby congratulate the United States Senate and the Illinois delegation, Senator Dixon and Senator Simon on passing Senate Bill 2104 and hereby memorialize the United States House of Representatives to begin hearings on the Kennedy/Simpson Bill and pass the Senate version of Senate Bill 2104; and

*Be It Further Resolved*, That a copy of this resolution be prepared and forwarded to the Illinois delegation from the United States Senate and the United States House of Representatives.

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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APPOINTMENT OF BLUE RIBBON TASK FORCE TO STUDY  
PROBLEMS FACING CITY RESIDENTS RELEASED OR  
PAROLED FROM CORRECTIONAL FACILITIES.

The Committee on Intergovernmental Relations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The majority of crimes in this state and city are committed by ex-offenders; and



WHEREAS, Many prison and jail inmates are released early because correctional facility populations are at or above capacity, but there are currently only 38 parole agents to supervise over 11,000 parolees statewide; and

WHEREAS, The State of Illinois has more than 77,000 probationers, including 25,000 in Cook County, and has an annual prison turnover rate in excess of 10,200 of which up to 60% are from Cook County, and a task force would make studies and recommendations regarding the problems facing this important sector of the state and city population; and

WHEREAS, The costs of placing unemployed ex-offenders on public assistance rolls, the costs to society of crime committed by ex-offenders, and the costs of incarcerating ex-offenders who return to crime after they are released, are a tremendous financial burden on the taxpayers of this state and the municipality of Chicago; and

WHEREAS, Even greater costs of recidivism are the damages caused to a society that must live in fear of crime, and the waste of the potential of the unproductive lives of the persons who repeatedly engage in criminal activity; now, therefore,

*Be It Resolved*, By the City Council of Chicago, that a Blue Ribbon Task Force be appointed to conduct a comprehensive study of the problems facing City residents released from the State Correctional Facilities and the Cook County Jail, or placed on probation and to make recommendations regarding solutions to those problems; and

*Be It Further Resolved*, That the Council shall appoint 12 members to serve on the Task Force, including representatives of both the public and private sectors who are knowledgeable about recidivism and the problems of ex-offenders, and that the members of the Task Force shall select from among their membership one who shall serve as chairman.

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

UNITED STATES CONGRESS URGED TO RESTORE COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM FUNDING TO  
PREVIOUS LEVEL.

The Committee on Intergovernmental Relations submitted a report recommending that the City Council adopt the following proposed resolution.

WHEREAS, The Community Development Block Grant Program has operated since 1974 to provide local governments with the resources required to meet the needs of persons of low and moderate income; and

WHEREAS, Community Development Block Grant funds are used by thousands of neighborhood-based nonprofit organizations throughout the nation to address pressing neighborhood and human service needs; and

WHEREAS, The Community Development Block Grant Program is one of the few remaining federal programs to meet such low and moderate income needs as the dwindling supply of affordable housing, the massive rise in homelessness, and the resurfacing of hunger and malnutrition; and

WHEREAS, The Community Development Block Grant Program continues to provide the City of Chicago vital and flexible assistance to help meet the needs of our low and moderate income residents in funding neighborhood revitalization, housing rehabilitation, commercial redevelopment, public improvements, and social services, despite drastic cutbacks in funding under the Reagan Administration; and

WHEREAS, The Congress and the nation have often overlooked the critical value of the Community Development Block Grant Program and the significant number of organizations and projects that rely on its funds for support; and

WHEREAS, The week of April 2--9, 1988, has been reserved for recognition and appreciation of the Community Development Block Grant Program; now, therefore,

*Be It Resolved*, That the Congress of the United States of America is called upon to reject any further cuts in funding for the Community Development Block Grant Program, and to restore funding for it to the pre-Reagan level of \$4- billion dollars annually; and

*Be It Further Resolved*, That the City Council of the City of Chicago joins Acting Mayor Eugene Sawyer in calling upon all Chicago residents to participate in ceremonies and activities celebrating National Community Development Week, April 2--9, 1988.

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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GOVERNOR OF STATE OF ILLINOIS, PRESIDENT OF COOK  
COUNTY BOARD, AND FEDERAL GOVERNMENT  
REQUESTED TO JOIN ACTING MAYOR  
EUGENE SAWYER IN SEEKING  
SOLUTIONS TO ILLINOIS  
HEALTH CARE  
CRISIS.

The Committee on Intergovernmental Relations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, In the past decade, six Chicago hospitals that serve primarily low income communities have been forced to close due to financial difficulties; and

WHEREAS, Medicare and Medicaid cutbacks and low levels of reimbursement have compromised the financial ability of dedicated providers to continue to serve the poor and medically indigent and have caused financial distress to hospitals and primary care centers serving low income communities; and

WHEREAS, Low income persons and the working poor with limited insurance coverage do not have access to a comprehensive array of primary care services because of an insufficient number of physicians and other health care resources within their communities; and

WHEREAS, Current medical care financing has created a two-tiered system of care, one for those with the ability to pay for services and have adequate health insurance, and one for those who rely on government programs of charity care; and

WHEREAS, Over one million Chicago residents do not have private health insurance with 600,000 relying on the State Medicaid system for health care and another 500,000 medically indigent; and

WHEREAS, Residents of Chicago's low income communities have poor health status with high infant mortality rates; and higher rates of cancer, heart disease, hypertension, diabetes, and other chronic diseases; and

WHEREAS, The major burden of delivering essential ambulatory primary care services in impoverished communities has fallen upon the Chicago Department of Health, Cook County Hospital Fantus Health Clinic, and independent primary care centers like Mile Square Health Center; and

WHEREAS, City, county, state, and federal agencies and private health care providers independently make health care resource allocation decisions with minimal coordination of planning, especially with major providers; and

WHEREAS, The Chicago Department of Health and the Illinois Department of Public Health have spent the past year studying comprehensively how some of the major problems in the Chicago health care system might be addressed and have jointly developed a proposal to restructure the delivery and financing of ambulatory care services in Cook County and Chicago; and

WHEREAS, The rebuilding of Cook County Hospital, the current Medicaid funding crisis, the endangered financial position of Chicago hospitals and other needed health care providers; and the increasing number of medically indigent provide a unique opportunity at this time for city, county, state, and federal agencies to address these problems in a comprehensive, collaborative fashion; now, therefore,

*Be It Resolved*, That the Governor of the State of Illinois, the President of the Cook County Board, and the Federal Government join with Acting Mayor Eugene Sawyer to seek comprehensive and workable solutions to Illinois health care crisis along the lines developed in the City and State's joint ambulatory care proposal; and

*Be It Further Resolved*, That the Illinois General Assembly, and the Cook County Board of Commissioners be called upon to support the efforts of the Governor and the County Board President in resolving this crisis.

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

UNITED STATES CONGRESS URGED TO ADOPT HOUSE  
RESOLUTION 51 ADVOCATING STATEHOOD FOR  
DISTRICT OF COLUMBIA.

The Committee on Intergovernmental Relations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The nearly 700,000 Americans residing within the District of Columbia are taxed and carry the responsibilities of citizenship as all other Americans; yet these D.C. citizens have no representation in the U. S. Senate, and only one non-voting delegate in the U. S. House of Representatives; and

WHEREAS, The population of the District of Columbia is larger than that of four states, and D.C. residents pay more taxes per capita per person than residents in any other state except Alaska; and

WHEREAS, This is clearly an unfair treatment of the population of the capital city of this great country; and

WHEREAS, There has been introduced in the United States House of Representatives H.R. 51, a bill which would grant statehood to the District of Columbia. If approved by Congress by a majority vote in both House and Senate, H.R. 51 would give the District two Senators, the number of House members its population demands, the number of Presidential electors commensurate with its population, as well as other benefits enjoyed by residents in these 50 United States; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago does hereby go on record in support of House Resolution 51, advocating statehood for the District of Columbia, and urges all members of the United States Congress to vote for H.R. 51, and thereby to give the almost 700,000 citizens of the District the advantages enjoyed by all other American citizens; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to each to the U. S. House of Representatives and the U. S. Senate.

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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ESTABLISHMENT OF RICHARD J. DALEY BIRTHDAY ON MAY 15TH  
AS HONORARY DAY OF OBSERVANCE.

The Committee on Intergovernmental Relations submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, Mayor Richard J. Daley served as Mayor of the City of Chicago from 1955 to 1976; and

WHEREAS, During his years in office, Mayor Richard J. Daley provided strong, dedicated and loving leadership to the City of Chicago and her people; and

WHEREAS, Mayor Richard J. Daley was born and lived his entire life in the Chicago community of Bridgeport; attended local schools; graduated from DePaul University Law School; served in the State Legislature, as County Clerk of Cook County; and was elected Mayor of Chicago in 1955; and

WHEREAS, During his terms of office Mayor Richard J. Daley provided leadership not only in the City of Chicago and in the City Council, but his voice was heard and his leadership respected in the State Legislature and in the Congress of the United States and it was because of his efforts in those legislative bodies that the City of Chicago, the cities of Illinois and the United States were given the attention and the support they so desperately needed during the tumultuous decades of the 1950's and 1960's; and

WHEREAS, Mayor Richard J. Daley, with his enthusiasm for life and his ability to meet any challenge personified the "I Will" spirit of the City of Chicago; and

WHEREAS, Mayor Richard J. Daley's relationship with the labor movement was legendary, and whose belief in the causes of organized labor was founded on his deep respect for the working men and women of Chicago, their contribution to the greatness of our city, and his own belief that human dignity requires that employees be treated fairly and honestly; and

WHEREAS, Mayor Richard J. Daley served as Chairman of the Cook County Regular Democratic Party for almost 23 years, during which time the Democratic Party of Illinois successfully brought skilled leadership to the people of Cook County, the State and the nation, with such leaders as Adlai Stevenson, Paul Douglas and Otto Kerner to the public attention and provided vital assistance to the presidential campaigns of John F. Kennedy and Lyndon B. Johnson; and

WHEREAS, Mayor Richard J. Daley whose love for his wife and family was known to every citizen; he was blessed with a family of four sons and three daughters and many grandchildren; but most especially he was blessed with a devoted and dear wife who was the center of his life and who shared with him the joys and sorrows of leadership; the loneliness and responsibility of power he obtained; the failures and successes which he met and accepted; and

WHEREAS, May 15th, marks the birthday of Mayor Richard J. Daley; and

WHEREAS, It is in this great nation's best tradition to set aside the birthdays of our great leaders and utilize these special days as occasions to honor their memory and their contributions to societies past, present and future; and

WHEREAS, It is therefore fitting and proper that we dedicate May 15, 1988, and every May 15th following as a holiday in our great City of Chicago, in honor of "Richard J. Daley"; now, therefore,

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

SECTION 1. That every May 15th, beginning with May 15, 1988, and continuing therefrom indefinitely, be set aside as a City of Chicago holiday with the citation "Richard J. Daley Birthday" in honor of a great man and leader, as an occasion to prepare and present fitting observances to his lasting memory.

SECTION 2. That the attention of all persons in the City of Chicago be directed to the significance of May 15th, as a special day of observance of the life and contributions of Richard J. Daley, Mayor of the City of Chicago, 1955-- 1976.

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

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

*Failed To Pass* -- ESTABLISHMENT OF SPECIAL COMMITTEE TO  
INVESTIGATE REFUSAL AND/OR FAILURE OF  
COMPANY TO INSTALL CABLE  
TELEVISION SERVICE IN  
SPECIFIED AREA.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, May 11, 1988.

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

Your Committee on Intergovernmental Relations submits the following report recommending *Do Not Pass* of a resolution calling for an investigation into cable installation in the neighborhood bounded by 115th and 127th Streets between Halsted Street and Michigan Avenue.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,  
(Signed) ROMAN PUCINSKI,  
*Chairman.*

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

WHEREAS, The neighborhood bounded by 115th and 127th Streets between Halsted Street and Michigan Avenue located in the City of Chicago referred to hereafter as "neighborhood", is a proper and fit location for cable installation; and

WHEREAS, The Cable Company has entered into an agreement with said neighborhood for the installation of cable on or about May 1, 1988; and

WHEREAS, The Cable Company is still doing business in the City of Chicago; and

WHEREAS, The Cable Company has refused and/or failed to install cable in said neighborhood as promised; and

WHEREAS, The failure of The Cable Company to install cable in said neighborhood is not due to any fault of the neighborhood; and

WHEREAS, The said neighborhood is still desirous of cable installation as promised by The Cable Company; now, therefore,



*Be It Resolved*, That a special committee be established to investigate why The Cable Company has refused and/or failed to install cable in said neighborhood; and

*Be It Further Resolved*, That said special committee report its findings and recommendations to the full City Council within 60 days of its formation.

On motion of Alderman Pucinski, the committee's recommendation was *Concurred In* and the foregoing proposed resolution *Failed To Pass*, by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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## COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

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### ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT 558 WEST LAKE STREET.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a bid for purchase of city-owned vacant property located at 558 West Lake Street.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert C. Kamen, 525 Hawthorne Place, Chicago, Illinois 60657, to purchase for the sum of \$65,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2272, described as follows:

Sub Lot 1 of Lots 6 and 7 in Block 24 Original Town, East half of the Southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 558 West Lake Street, Permanent Tax No. 17-09-315-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$6,500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass fourteen proposed ordinances transmitted therewith, authorize the acceptance of bids for purchase of certain city-owned parcels of property.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*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):

*1701 South Halsted Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Carlos Gomez, 1703 South Halsted Street, Chicago, Illinois 60618, to purchase for the sum of \$3,300.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2299, described as follows:

Lot 10 in Brooke's Subdivision of Lot 1 in Block 46 in Canal Trustees' Subdivision of the West 1/2 of that part of the Southeast 1/4 West of the Chicago River of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1701 South Halsted Street, Permanent Tax No. 17-21-301-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$330.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

*3415 South Calumet Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Marion M. Lindsey, 623 East Groveland Park, Chicago, Illinois 60616, to purchase for the sum of \$5,110.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 20, 1983, pages 2704--2705, described as follows:

Lot 34 in Fowler's Subdivision of Lots 7 and 10 in Block 2 of Dyer and Davidson Subdivision of the Southeast quarter of the Northwest quarter of the East half of the Northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Ill., (commonly known as 3415 South Calumet Avenue, Permanent Tax No. 17-34-123-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$511.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*6229--6237 South Vernon Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of St. Philip Evangelical Lutheran Church, 6232 South Eberhart Avenue, Chicago, Illinois 60637, to purchase for

the sum of \$11,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, pages 1109--1110, described as follows:

The South 16 ft. of Lot 9 & the East 32 ft. of the South 7 ft. of the North 14 ft. of said Lot 9 & Lots 10, 11, 12, & 13 in Block 6 in the Resubdivision of Blocks 11 & 12 in the Subdivision of Washington Park Club Add'n. to Chicago, a Subdivision of the South 1/2 of the Southeast 1/4 of Section 15 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6229--6237 South Vernon Avenue, Permanent Tax No. 20-15-417-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,100.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*535 West 103rd Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Ambassador for Christ Church of God in Christ, 531 West 103rd Street, Chicago, Illinois 60628 to purchase for the sum of \$4,607.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 30, 1986, pages 35400--35401, described as follows:

Lot 8 (except the West 5 ft.) in DeJong's Subdivision of the North 179 ft. of Lot 3 in School Trustee's Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 535 West 103rd Street, Permanent Tax No. 25-16-104-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$460.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*938 West Willow Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Willow Bissell Partners, c/o Thrush & Company, 727 North Hudson Avenue, Suite 203, Chicago, Illinois 60610 to purchase for the sum of \$24,101.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance to reject passed 12/3/81, page 8169, described as follows:

Sub Lot 3 of Lots 1 and 2 in Sub. Bk. 4 of Bk. 5 in Sheffield's Add. to Chicago, said premise being situated in the East half of the Southeast quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, and in the West half of Block 5 aforesaid except an irregular piece or parcel from and along the West thereof composed of a piece conveyed to Clarence Buckingham by deed dated December 26, 1895 and recorded January 13, 1896 in Book 5311, Page 21 and another piece condemned by the Northwest Elevated R.R. Co., in the Circuit Court of said County, Case 264329 and as condemned for subway in Case 41 C 6851, in Cook County, Illinois, (commonly known as 938 West Willow Street, Permanent Tax No. 14-32-411-049).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,410.10 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*1428--1430 East 68th Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Daisy Jemison, 1422 East 68th Street, Chicago, Illinois 60637 to purchase for the sum of \$4,700.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 15, 1982, page 14094, described as follows:

Lots 29 and 30 in Block 3 in Bass' Subdivision of the North half of the North- east quarter of the Southeast quarter (except the East 256 feet) of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1428--1430 East 68th Street, Permanent Tax No. 20-23-494-917).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$470.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

*509 West 36th Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael DiFoggio III, 352 West 29th Street, Chicago, Illinois 60616, to purchase for the sum of \$12,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 30, 1986, page 35406, described as follows:

Lot 4 in Resubdivision of Lots 1 to 25 & 36 to 50 in Shurtlett's Subdivision of the Southeast 1/4 of Block 22 in Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 509 West 36th Street, Permanent Tax No. 17-33-312-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,250.50 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*6117 South Greenwood Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Lovell R. Cushman, 9176 South Burnside Avenue, Chicago, Illinois 60619, to purchase for the sum of \$3,220.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13378, described as follows:



The North 1/2 of Lot 21 in the Subdivision of Block 2 in Charles Busby's Subdivision of the South 1/2 of the Southwest 1/4 (except 2-1/2 Acres) of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6117 South Greenwood Avenue, Permanent Tax No. 20-14-311-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$322.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*11401 South Watkins Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Apostolic Pentecostal Church of Morgan Park, 11401 South Vincennes Avenue, Chicago, 60643, to purchase for the sum of \$6,750.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance rejected April 1, 1987, pages 40922--40923, described as follows:

Lots 34 and 35 in Block 88 in Washington Heights, according to Plat recorded June 27, 1872 as Document 39778, Book Two of Plats Pages 45, 46 and 47 in Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11401 South Watkins Avenue, Permanent Tax No. 25-19-227-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$675.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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528--530 East 42nd Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kenwood Congregation of Jehovah's Witnesses, Incorporated, 33 North LaSalle Street, Chicago, Illinois 60602, to purchase for the sum of \$7,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, pages 34521--34522, described as follows:

Lots 22 and 23 in Peets Resubdivision of Block 1 in Jennings' Subdivision of the South 1/2 of North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, lying east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 528--530 East 42nd Street, Permanent Tax No. 20-03-217-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$700.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*5651--5653 South Green Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Otis Barnes, 5647 South Green Street, Chicago, Illinois 60621, to purchase for the sum of \$3,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, page 34503, described as follows:

Lot 1 in DeWitt C. Butt's Resubdivision of Lots 25 to 28, inclusive, in Block 8 in Eame's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5651--5653 South Green Street, Permanent Tax No. 20-17-215-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*562--564 East Oakwood Boulevard.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Herman and Patricia A. Francisco, not as tenants in common, but as joint tenants, 633 East Oakwood Boulevard, Chicago, Illinois 60653, to purchase for the sum of \$9,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, pages 34516--34517, described as follows:

The West 17 ft. of Lot 12 (except the South 10 ft. and except that portion taken for Alley); also the East 36 ft. 4 inches of Lot 13 (except the South 10 ft. thereof and except the West 8-1/2 inches of the North 28 ft. of the South 38 ft. and except that portion taken for Alley) in Block 2 in Cleaverville Add'n. in the North 1/2 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 562--564 East Oakwood Boulevard, Permanent Tax No. 20-03-201-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$900.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*1732 West Roscoe Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Philip Alexander Hunt, 1355 North Dearborn Street, No. 402, Chicago, Illinois 60610, to purchase for the sum of \$15,002.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 13, 1974, page 9389, described as follows:

Lot 19 (except elevated railroad) in Block 3 in Gross' North Addition to Chicago being a Subdivision of the Southwesterly 1/2 of the East 1/2 of the Southeast 1/4 of Section

19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1732 West Roscoe Street, Permanent Tax No. 14-19-414-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,500.20 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*2425--2427 West Warren Boulevard.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Greater Bethlehem Missionary Baptist Church, 440 North Mayfield Avenue, Chicago, Illinois 60644, to purchase for the sum of \$9,003.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, pages 1111--1112, described as follows:

Lot 31 in Levi D. Boone's Addition to Chicago, being a Subdivision of the Southeast Block of the East 33.81 Acres of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2425--2427 West Warren Boulevard, Permanent Tax Nos. 16-12-428-007 and 006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$903.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY  
REJECTED AND AUTHORITY GRANTED TO  
RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass nineteen proposed ordinances transmitted therewith, rejecting bids for purchase of specified city-owned vacant property and authorizing the Department of General Services to re-advertise the same for sale.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*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):

*8434 South Gilbert Court.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Grace Pentecostal Church of God in Christ, 8432 South Gilbert Court, Chicago, Illinois 60620, to purchase for the sum of

\$1,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed April 18, 1985, pages 15155--15156.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 12 in Block 3 in Cole & Cory's Subdivision of Lot 9 in the Assessor's Division of the West 1/2 of Section 33 & Part of the Southeast 1/4 of Section 32, lying East of the Rock Island Railroad in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8434 South Gilbert Court, Permanent Tax No. 20-33-309-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1919 West 63rd Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Bread of Life M.B.C., c/o Leon Johnson, 1911 West 63rd Street, Chicago, Illinois 60636, to purchase for the sum of \$1,550.00 the city-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, page 34523.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 7 in South Lynne, being a subdivision in the North half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1919 West 63rd Street, Permanent Tax No. 20-19-201-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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1434--1436 West 63rd Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Jerry L. Turner, 3556 South King Drive, Chicago, Illinois 60653, to purchase for the sum of \$1,000.00 the city-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, pages 34522--34523.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 19 & 20 in Scobey & Shont's Subdivision of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1434--1436 West 63rd Street, Permanent Tax No. 20-17-327-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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



*1433--1441 West 63rd Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Jerry L. Turner, 3556 South King Drive, Chicago, Illinois 60653, to purchase for the sum of \$1,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 30, 1986, pages 35399--35400.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1, 2 and 3 in Block 2 in Daniel Goodwin's Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1433--1441 West 63rd Street, Permanent Tax Nos. 20-20-102-007, 008 and 006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*4030--4032 South Michigan Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Prayer Band Pentecostal Church, c/o Daniel E. Radakovich, Attorney, 188 West Randolph Street, Chicago, Illinois 60601, to purchase for the sum of \$5,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, pages 34514--34515.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 (except the East 17 feet) in Block 5 in Pryon and Hopkins Subdivision of the West 1/2 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4030--4032 South Michigan Avenue, Permanent Tax No. 20-03-107-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*7011 South Halsted Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Eliza A. Taylor, 7123 South Green Street, Chicago, Illinois 60621, to purchase for the sum of \$500.00, the city-owned vacant property, previously advertised pursuant to Council authority passed June 5, 1987, pages 1114--1115.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 41 in Block 5 in Beck's Subdivision of the South West quarter of the South West quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7011 South Halsted Street, Permanent Tax No. 20-21-321-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*208--212 South Bell Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Lenora Crusoe, 2237 West Adams Street, Chicago, Illinois 60612, to purchase for the sum of \$2,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed September 9, 1987, pages 3397--3398.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 3, 4, 5 in Webbs Subdivision of Lots 10 and 11 and part of Lot 9 east of the West 22 feet thereof in Assessor's Division of Lots 10, 11, 12 and 13 in Block 10 of Rockwell's Addition to Chicago in West 1/2 of the Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 208--212 South Bell Avenue, Permanent Tax Nos. 17-18-114-015, 016 and 017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

*10708 South Loomis Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Morgan Park Community Holiness Church, 10709 South Loomis Street, Chicago, Illinois 60643, to purchase for the sum of \$100.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, pages 34511--34512.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 100 feet of the South 1/2 of Lot 2 and the East 100 feet of the North 1/2 of Lot 3 in Willis M. Hitt's Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 17 and part of the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 10708 South Loomis Street, Permanent Tax No. 25-17-303-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*5223 South Wabash Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Mart Brewer and Lou Emma Brewer, 5227 South Wabash Avenue, Chicago, Illinois 60615, to purchase for the sum of \$300.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, pages 34518--34519.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Block 1 in Olinger's Subdivision of South 2 Acres of North 16 Acres of West 1/2 of Northwest 1/4 of Southwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5223 South Wabash Avenue, Permanent Tax No. 20-10-301-026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*2930 West Madison Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Calvin J. Flowers, 839 North Lorel Avenue, Chicago, Illinois 60644, to purchase for the sum of \$2,500.00, the city-owned vacant property, previously advertised pursuant to Council authority passed September 9, 1987, page 3398.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 16 in the Subdivision of Lots 52 to 68 inclusive in Samuel Wheelers Subdivision of Block 27 in D. S. Lee and Others Subdivision of the Southwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2930 West Madison Street, Permanent Tax No. 16-12-330-037).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*6733 South Elizabeth Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Catholic Charities Housing Development Corporation, 135 South LaSalle Street, Room 1035, Chicago, Illinois 60603, to purchase for the sum of \$250.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 30, 1986, pages 35387--35388.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 17 in Weddell and Cox's Addition to Englewood, said addition being a Subdivision of the East of the South West quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6733 South Elizabeth Avenue, Permanent Tax No. 20-20-307-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*4146 South Lake Park Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Howard Newsome and Shirley Newsome, 4140 South Lake Park Avenue, Chicago, Illinois 60653, to purchase for the sum of \$590.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 16, 1986, page 34510.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

That part of Lots 21 and 22 in Block 3 in Bayard and Palmar Addition to Chicago, in the Northwest fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded December 22, 1880 in Book 15 of Plats, Page 66 as Document No. 302850, described as follows: Commencing at the Northeasterly corner of said Lot 22; thence running Southwesterly at right angles with Lake Avenue (formerly Hyde Park Avenue) 100 feet, thence Southeasterly on a line parallel to said Lake Avenue, 50 feet; thence Northeasterly 100 feet to Southeasterly corner of Lot 21, aforesaid; thence Northwesterly to the point of beginning in Cook County, Illinois (commonly known as 4146 South Lake Park Avenue, Permanent Tax No. 20-02-117-035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*7001 South Halsted Street/747--749 West 70th Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Robert Taylor, Jr. and Eliza A. Taylor, 7123 South Green Street, Chicago, Illinois 60621, to purchase for the sum of \$1,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed November 10, 1987, page 6101.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 45 and 46 in Block 5 in Beck's Subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7001 South Halsted Street/747--749 West 70th Street, Permanent Tax No. 20-21-321-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*934 North Elston Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of William B. Buckingham, 233 East Erie Street, Chicago, Illinois 60611, to purchase for the sum of \$600.00, the city-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1985, pages 18354--18355.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Northeasterly part of Lot 11 in Block 11 in Elston Add'n. to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 934 North Elston Avenue, Permanent Tax No. 17-05-412-035).



Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1300--1302 North Kedzie Avenue/3200--3216 West  
Potomac Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid Zeno Ivy, 201 Kedzie Street, Evanston, Illinois 60202, to purchase for the sum of \$3,567.00, the city-owned vacant property, previously advertised pursuant to Council authority passed July 15, 1987, pages 2287--2289.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 10 and the South 18 feet of Lot 9 in Block 4 in Weage Eberhart Bartlett Subdivision of the South East quarter of the North East quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1300--1302 North Kedzie Avenue/3200--3216 West Potomac Avenue).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

*3210--3216 West Hirsch Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Zeno Ivy, 201 Kedzie Street, Evanston, Illinois 60202, to purchase for the sum of \$5,834.00, the city-owned vacant property, previously advertised pursuant to Council authority passed June 5, 1987, pages 1097--1098.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 8, 9 and 10 in Block 6 in Pierce's Humbolt Park Addition, being the East 1/2 & the North 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3210--3216 West Hirsch Street, Permanent Tax No. 16-02-215-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1310--1318 West Devon Avenue  
(Mr. Kam L. Liu).*

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

SECTION 1. The City of Chicago hereby rejects the bid of Kam L. Liu, 3250 South Aberdeen Street, Chicago, Illinois 60608, to purchase for the sum of \$46,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed June 5, 1987, pages 1103--1104.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 19, 20 and 21 in Block 4 in A. T. Galts Edgewater Golf subdivision of the South 30 acres of the East 1/2 of the Southwest 1/4 of Section 32, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1310--1318 West Devon Avenue, Permanent Tax No. 11-32-329-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1310--1318 West Devon Avenue  
(Weinstein Brothers, Incorporated).*

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

SECTION 1. The City of Chicago hereby rejects the bid of Weinstein Brothers, Incorporated, an Illinois corporation, 1300 West Devon Avenue, Chicago, Illinois 60660, to purchase for the sum of \$25,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed June 5, 1987, pages 1103--1104.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 19, 20 and 21 in Block 4 in A. T. Galts Edgewater Golf subdivision of the South 30 acres of the East 1/2 of the Southwest 1/4 of Section 32, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1310--1318 West Devon Avenue, Permanent Tax No. 11-32-329-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1638 West 18th Street  
(Mr. Lawrence Ceja).*

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

SECTION 1. The City of Chicago hereby rejects the bid of Lawrence Ceja, 14310 Keystone, Midlothian, Illinois 60445, to purchase for the sum of \$3,500.00, the city-owned vacant property, previously advertised pursuant to Council authority passed November 4, 1981, page 7815.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services, is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 85 in Block 33 in Henry W. Walker's Subdivision of Blocks 33, 34, 47 and part of Block 48 in Subdivision of Section 19, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1638 West 18th Street, Permanent Tax No. 17-19-407-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1638 West 18th Street  
(Ms. Colette Y. Cekal).*

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

SECTION 1. The City of Chicago hereby rejects the bid of Colette Y. Cekal, 1618 West 18th Street, Chicago, Illinois 60608, to purchase for the sum of \$2,500.00, the city-owned vacant property, previously advertised pursuant to Council authority passed November 4, 1981, page 7815.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services, is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 85 in Block 33 in Henry W. Walker's Subdivision of Blocks 33, 34, 47 and part of Block 48 in Subdivision of Section 19, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1638 West 18th Street, Permanent Tax No. 17-19-407-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTIES UNDER ADJACENT NEIGHBORS  
LAND ACQUISITION PROGRAM, PHASE IX.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of bids to purchase city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program, Phase IX.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the bids listed below to purchase city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance passed on March 6, 1981, found between pages 5584--5585 of the Journal of the City Council Proceedings, and as amended on July 23, 1982, found between pages 11830--11833 of the Journal of the City Council Proceedings, and as further amended January 7, 1983, as found between pages 14803--14805 of the Journal of the City Council Proceedings. Said bids and legal descriptions are as follows:

Bidder: Rosa Minter and Mary Smith  
Address: 28 South Albany Avenue  
Bid Amount: \$301.00

R.E. Number: 5853  
Property Address: 32 South Albany  
Avenue  
Index Number: 16-13-100-053

#### Legal Description

Lot 14 in Block 3 in S.E. Gross' Subdivision of the East 8 Acres of that part of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Il., commonly known as: 32 S. Albany Ave., Chicago, Il.

Bidder: John and Flora Peterson  
Address: 540 North Avers Avenue  
Bid Amount: \$300.00

R.E. Number: 5528  
Property Address: 542 North Avers  
Avenue  
Index Number: 16-11-120-020

#### Legal Description

Lot 7 in Block 10 in Harding's Subdivision of the West 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Il., commonly known as: 542 North Avers, front & rear, Chicago, Il.

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Bidder: Mary Jane Jones  
Address: 633 East Bowen Avenue  
Bid Amount: \$300.00

R.E. Number: 1191  
Property Address: 637 East Bowen  
Avenue  
Index Number: 20-03-218-016

#### Legal Description

Lot 11 in Rice & Valentine's Sub. of Lots 11 to 20 incl., in Dobbin's Sub. of the North half of the Southeast quarter of the Northeast quarter of the East half of the Northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 637 East Bowen, Chicago, Illinois.

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Bidder: Larry L. Neuman  
Address: 3827 West Gladys Avenue  
Bid Amount: \$401.00

R.E. Number: 2390  
Property Address: 3823 West Gladys  
Avenue  
Index Number: 16-14-111-012

#### Legal Description

Lot 13 in Block 12 in Lambert Tree's Subdivision of the West half of the North West quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 3823 W. Gladys Ave.

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Bidder: Walter and Ethella Moore  
Address: 453 North Harding Avenue  
Bid Amount: \$307.00

R.E. Number: 4507  
Property Address: 451 North Harding  
Avenue  
Index Number: 16-11-127-005

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Legal Description

Lot 44 in Subdivision of the West 1/2 of Block 14 of Harding's Subdivision of the West 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 451 North Harding Avenue, front and rear garage shed, Chicago, Illinois.

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Bidder: Essie Carr and John Smith  
Address: 522 North Leamington  
Avenue  
Bid Amount: \$301.00

R.E. Number: 2300  
Property Address: 524 North  
Leamington Avenue  
Index Number: 16-09-216-040

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Legal Description

Lot 11 in Block 2 in Waller's Subd. of the West 1/2 of the West 1/2 of the North East 1/4 of Sect. 9, Township 39 North, Range 13, East of the 3rd P.M. (except the North 22 acres thereof) in Cook County, Illinois, commonly known as: 524 North Leamington Avenue, Chicago, Illinois.

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Bidder: Claudia Johnson  
Address: 4359 South Oakenwald  
Avenue  
Bid Amount: \$300.00

R.E. Number: 8118  
Address of Property: 4363 South  
Oakenwald Avenue  
Index Number: 20-02-401-018

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Legal Description

The South 15 feet of Lot 98 and the North 15 feet of Lot 99 in Higgins Resubdivision of Nutt's Lake Shore Subdivision, in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 4363 South Oakenwald Avenue, Chicago, Illinois.

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Bidder: Charles and Judith Brown  
Address: 2853 West Shakespeare  
Avenue  
Bid Amount: \$351.00

R.E. Number: 6343  
Address of Property: 2851 West  
Shakespeare Avenue  
Index Number: 13-36-118-007



Legal Description

Lot 8 in Kandliks Resubdivision of Block 5 in Town of Schleswig a Subdivision of part of the North West quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 2851 West Shakespeare Avenue, Chicago, Illinois.

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Bidder: Osvaldo Sanchez  
Address: 1919 South Shelby Court  
Bid Amount: \$410.00

R.E. Number: 722  
Address of Property: 1921 South Shelby  
Court  
Index Number: 17-20-424-011

Legal Description

West 1/2 Lot 43 in Subdivision of Block 13 in Walsh and McMullen's Subdivision of South 3/4 of Southeast 1/4 of Section 20, Township 39, North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 1921 South Shelby Court, Chicago, Illinois.

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Bidder: Sixto Perez  
Address: 2748 West Thomas Street  
Amount of Bid: \$300.00

R.E. Number: 8036  
Address of Property: 2744 West  
Thomas Street  
Index Number: 16-01-404-027

Legal Description

Lot 30 in Block 3 in Weatherbee and Gregory's Subdivision of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 2744 West Thomas Street, Chicago, Illinois.

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Bidder: John and Caroline McNamara  
Address: 502 West 37th Street  
Amount of Bid: \$305.00

R.E. Number: 1270  
Address of Property: 504 West 37th  
Street  
Index Number: 17-33-312-049

## Legal Description

Lot 33 in the Subdivision of the Southeast 1/4 of Block 22 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14, lying East of the Third Principal Meridian in Cook County, Illinois, commonly known as 504 West 37th Street, Chicago, Illinois.

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Bidder: Lamore and Theresa Threet  
Address: 1239 West 110th Place  
Amount of Bid: \$300.00

R.E. Number: 3331  
Address of Property: 1241 West  
110th Place  
Index Number: 25-17-334-007

## Legal Description

Lot 17 in Miller's Subdivision of Block 16 in Street's Subdivision of the East 1/2 of the Southwest 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 1241 West 110th Place, Chicago, Illinois.

SECTION 2. That the conveyances of the city-owned properties under the "Adjacent Neighbors Land Acquisition Program", are subject to all terms and conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized upon receipt of written notification from the Department of Housing, City Real Estate Section, that the sale of these properties has

been completed, to deliver the cashier's checks, certified checks, bank checks and money orders of the above listed bidders in full amount to the City Comptroller who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashiers checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

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EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH  
METROPOLITAN SANITARY DISTRICT OF GREATER  
CHICAGO FOR CONVEYANCE OF CERTAIN  
PROPERTY AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Aviation to execute, on behalf of the City of Chicago, an Intergovernmental Agreement regarding conveyance of certain real property to the Metropolitan Sanitary District of Greater Chicago for the construction, operation and maintenance of the Silver Creek Reservoir, to be located on Chicago O'Hare International Airport property.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 40.

*Nays* -- Aldermen Madrzyk, Krystyniak -- 2.

The following is said ordinance as passed:

WHEREAS, The Lower Des Plaines Tributaries Watershed Plan ("Plan") prepared by the Soil Conservation Service ("S.C.S") includes the construction of five reservoirs and other structures to provide flood control protection; and

WHEREAS, The Plan includes a floodwater reservoir located on O'Hare Airport property known as the Silver Creek Site ("Site"); and

WHEREAS, The Site consists of 27 acres located south of Irving Park Road approximately one mile west of Mannheim Road, with approximately 10 acres currently owned by the City and the remainder being owned by the Metropolitan Sanitary District of Greater of Chicago ("M.S.D."); and

WHEREAS, M.S.D. is desirous of constructing, operating and maintaining the reservoir on the condition that M.S.D. obtains title to the real property owned by the City; and

WHEREAS, The City is desirous of conveying any required real property to M.S.D. for the construction of the reservoir provided that M.S.D. obtains the necessary funding and governmental approvals; now, therefore,

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

SECTION 1. The Commissioner of Aviation is authorized to execute on behalf of the City of Chicago, an Intergovernmental Agreement regarding the conveyance of certain real property to M.S.D. to be used for the construction, operation and maintenance of the Silver Creek Reservoir on O'Hare Airport property. The Agreement shall be subject to the approval of the Corporation Counsel as to form and legality, and shall be substantially in the form attached hereto.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest a quitclaim deed and other documents which are necessary to consummate the transaction pursuant to the aforesaid Intergovernmental Agreement.

SECTION 3. This ordinance shall be effective upon its passage and approval.

Intergovernmental Agreement attached to this ordinance reads as follows:

*Intergovernmental Agreement.*

This Agreement, made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 1988, by between the City of Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, acting through its Department of Aviation ("City") and the Metropolitan Sanitary District of Greater Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("M.S.D.").

*Recitals:*

Whereas, the Lower Des Plaines Tributaries Watershed Plan ("Plan") prepared by the Soil Conservation Service ("S.C.S.") includes, among other things, the construction of five reservoirs to provide flood control protection; and

Whereas, The City, M.S.D. and S.C.S. as sponsors of the Plan have agreed to contribute toward the successful completion of construction of the reservoirs; and

Whereas, the Plan includes a floodwater reservoir located on O'Hare Airport property known as Silver Creek Reservoir; and

Whereas, the reservoir will be located on a 27-acre site south of Irving Park Road approximately one mile west of Mannheim Road, with approximately 10 acres of the site currently owned by the City and the remainder being owned by M.S.D; and

Whereas, M.S.D. is desirous of constructing, operating and maintaining the reservoir on the condition that M.S.D. obtains title to the real property owned by the City; and

Whereas, the City is desirous of conveying the required real property to M.S.D. for the construction of the reservoir provided that M.S.D. obtains the necessary funding and governmental approvals; and

Whereas, agreements for intergovernmental co-operation are authorized under Chapter 127, §741 et seq. of the Illinois Revised Statutes;

Now, Therefore, in consideration of the premises and the mutual obligations of the parties, each of them hereby covenant and agree with the other as follows:

#### Section 1. Recitals.

The foregoing recitals are incorporated by reference as though fully set forth herein.

#### Section 2. Conveyance Of Property.

A. Purchase Price. The City shall sell and M.S.D. shall purchase the real property legally described on Exhibit "A" attached hereto and made a part hereof ("Property") for the sum of Ten and no/100 (\$10.00) dollars. It is further agreed that the City shall grant M.S.D. access to the city-owned site identified in Exhibit "B" attached hereto and made a part hereof for the purpose of removing excess topsoil previously stockpiled thereon.

B. Form of Deed. The City shall convey the property to M.S.D. by quitclaim deed. The conveyance and title shall be subject to:

1. The standard objections in an A.L.T.A. Insurance Policy.
2. Taxes not yet due and owing.
3. Easements, covenants, and restrictions of record and not shown of record, including but not limited to, aviation easements or other easements or license agreements required or retained by the Federal Aviation Administration (F.A.A.) or by the City for navigational aid or devices. The City will use its best efforts to disclose all such unrecorded encumbrances, easements and licenses to M.S.D. in advance of the consummation of this transaction.

4. A covenant which provides that title to the Property shall revert back to the City in the event that it is no longer used or required for flood retention purposes.

#### Section 3. Plans And Specifications.

M.S.D. shall obtain the necessary financing and shall construct the reservoirs in accordance with plans and specifications approved by the City and the F.A.A. in writing. No deviation from the approved plans and specifications shall be allowed without the prior written approval of the City and the F.A.A., which approval shall not be unreasonably withheld. The plans and specifications shall include permanent security measures. Any construction or alterations to the reservoir subsequent to completion shall also be subject to the written approval of the City and the F.A.A., which approval shall not be unreasonably withheld. Prior to commencing construction, M.S.D. shall adequately secure the site.

#### Section 4. Commencement And Completion Of Construction.

M.S.D. shall promptly commence construction of the reservoir upon execution of this Agreement and shall complete the construction on or before December 31, 1991.

#### Section 5. Governmental Approvals.

M.S.D. and the City shall obtain all federal, state and local governmental approvals and reviews required by law to be obtained for the construction and operation of the reservoir.

#### Section 6. Indemnification.

M.S.D. shall defend, indemnify and hold the City harmless from any loss, cost, litigation, expenses or liability arising out of any claim or cause of action for physical injury or damage to persons or property brought by third parties arising out of this Agreement or the construction or operation of the reservoir.

#### Section 7. Condition Of Property.

M.S.D. has inspected the site and accepts the property "as is". The City makes no representation or warranty regarding the condition of the soil.

#### Section 8. Provisions Not Merged With Deed.

No provision of this Intergovernment Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to M.S.D. and such deed shall not be deemed to affect or impair the provisions herein.

#### Section 9. Additional Terms And Conditions.

A. The parties agree that this Agreement is one of intergovernmental cooperation only and that nothing herein contained is intended or should be construed as in anyway creating or establishing the relationship of partners or joint ventures between the City and M.S.D., or as constituting either party as an agent, representative or employee for the other for any purpose or in any manner whatsoever.

B. This Agreement and any exhibits hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event that there exists any conflict between or among the exhibits and this Agreement, the terms of the Agreement shall be controlling.

C. In the event that any of the provisions, terms or conditions of this Agreement become void or unenforceable in any manner, then said terms shall be deemed deleted and the Agreement shall be construed as though said terms did not exist.

#### Section 10. Conflict Of Interest.

A. No member of the governing body of the City of Chicago, or M.S.D., and no other officer, employee, or agent of the City of Chicago or M.S.D. who exercises any decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the Project to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

B. No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of the Agreement, or to any benefit to arise herefrom, if said Agreement and the Project to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

C. The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference. The City shall provide M.S.D. with a copy of the Executive Order upon request.

#### Section 11. Notices.

All notices and communications provided for hereunder shall be directed, postage prepaid first class mail, or by personal delivery, as follows:

If To The City:

Commissioner of Aviation  
20 North Clark Street  
Room 3000  
Chicago, Illinois 60602

With A Copy To:

Corporation Counsel  
121 North LaSalle Street  
Room 511, City Hall  
Chicago, Illinois 60602

If To M.S.D.:

Frank Dolton  
General Superintendent  
Metropolitan Sanitary District  
100 East Erie Street  
Chicago, Illinois 60611

With Copy To:

Allen S. Lavin  
Attorney  
Metropolitan Sanitary District  
100 East Erie Street  
Chicago, Illinois 60611

In Witness Whereof, the parties have executed and delivered this Agreement at Chicago, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

[Signature forms omitted for printing purposes.]

[Exhibit "B" attached to this Agreement printed on  
page 13159 of this Journal.]

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

*Exhibit "A".*

A tract of land consisting of a part of the Southwest Quarter of Section 17, and a part of the Northwest Quarter of Section 20, in Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which tract of land is bounded and described as follows:

Commencing on the west line of the Southwest Quarter of said Section 17, (being also the east line of the Southeast Quarter of Section 18, Township 40 North, Range 12 East of the Third Principal Meridian), at a point which is 96 feet North from the southwest corner of said Section 17 and running thence southeastwardly along a straight line, being a northeasterly line of the tract of land conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company by deed recorded in the Recorder's Office of Cook County, Illinois on July 2, 1930 as Document No. 10695582, a distance of 124.12 feet to its intersection with a line 120.27 feet east from and parallel with the west line of the Southwest Quarter of said Section 17, said intersection being also the point of beginning for this tract of land; thence south along said parallel line and the southward extension thereof a distance of 397.64 feet to the point of intersection of said southward extension with a line which is 110.00 feet, measured perpendicularly, northeasterly from and parallel with the center line of the northerly or westbound main track of Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southeastwardly along said last described parallel line a distance of 705.59 feet to a point which is 573.11 feet, measured perpendicularly, South from the north line of the



Northwest Quarter of said Section 20; thence southeastwardly along the arc of a circle convex to the northeast, having a radius of 11,569.20 feet and being 110 feet northeasterly from and concentric with the center line of said northerly or west bound main track, a distance of 299.06 feet to a point which is 677.85 feet, measured perpendicularly, South from the north line of Section 20; thence northwestwardly along a straight line, a distance of 692.44 feet to a point on said north line of the Northwest Quarter of Section 20 which is 916.57 feet, measured along said north line of the Northwest Quarter of Section 20, East from the northwest corner of said Section 20; thence West along the north line of the Northwest Quarter of Section 20, being also the south line of the Southwest Quarter of Section 17, a distance of 566.57 feet to a point which is 350 feet East from the southwest corner of said Southwest Quarter of Section 17; and thence northwestwardly along a straight line, being also the northeasterly line of the property conveyed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company by said deed recorded as Document No. 10695582, a distance of 237.01 feet to the point of beginning.

Containing 9.9776 acres of land, more or less.

Also

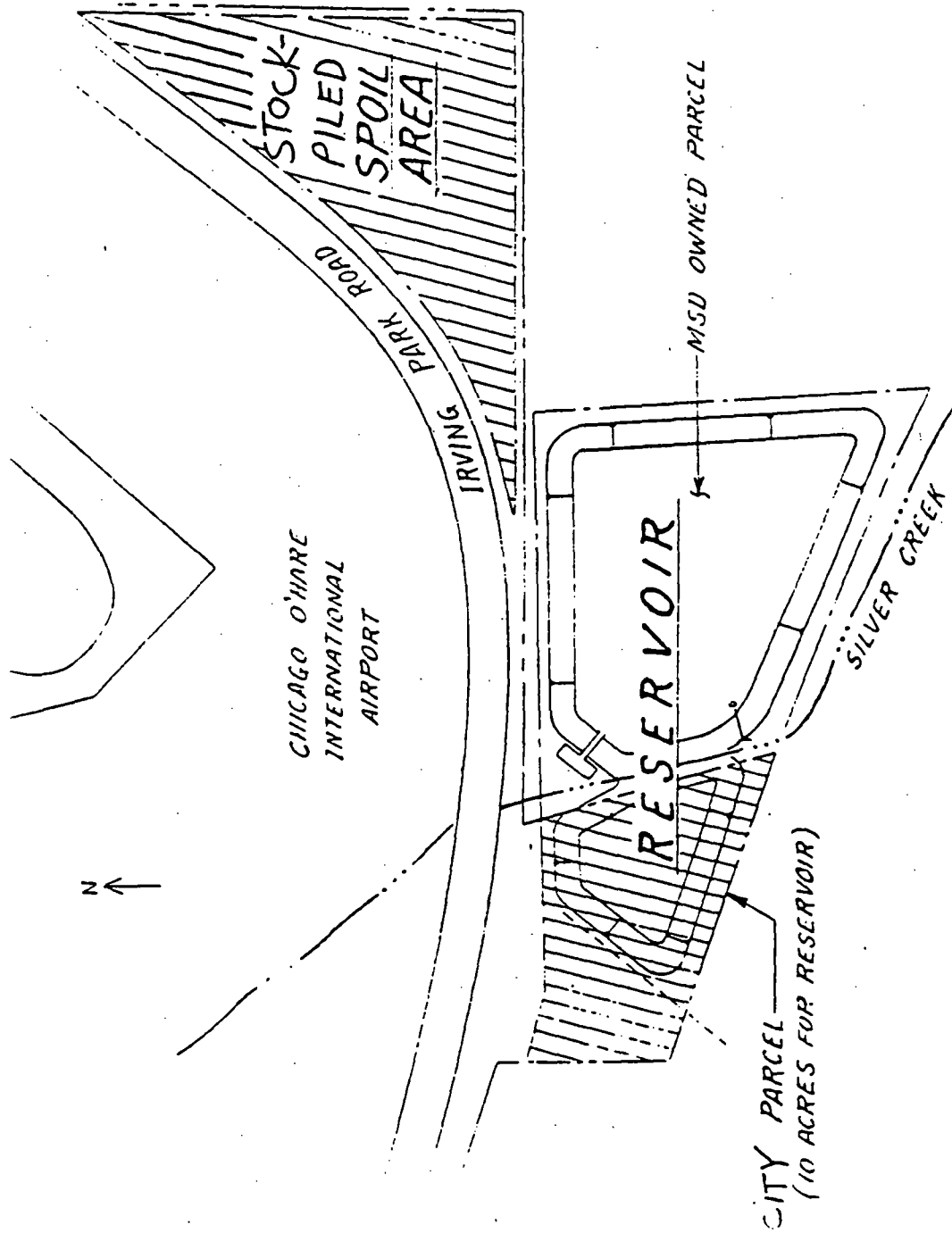
Reserving, however, a non-exclusive perpetual easement for road and street purposes and for the construction and maintenance of underground utilities for sewer, water, gas, electricity and telephone in, upon and across the northerly forty feet of said tract, to Donald H. McKay and John P. Touhy, tenants in common, and their respective heirs, devisees, successors and assigns, as an appurtenance to and for the benefit of the land now owned by Donald H. McKay and John P. Touhy adjoining said tract on the westerly boundary line thereof, provided, however, that there are no utility poles or structures above grade and that the aforesaid "Non-exclusive Perpetual Easement" shall not, in any way, interfere with the construction, operation or maintenance of indicator light towers or stanchions as required by the City of Chicago or the Federal Aviation Administration. All construction within the Non-exclusive Perpetual Easement Area must be approved by the City of Chicago.

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ACCEPTANCE OF BID FOR PURCHASE OF BOARD OF EDUCATION  
PROPERTY LOCATED AT 1233 WEST 109TH PLACE  
(BATES ELEMENTARY SCHOOL).

The Committee on Land Acquisition, Disposition and Leases submitted a report

(Continued on page 13160)

EXHIBIT "B"

(Continued from page 13158)

recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a bid from Tabernacle of God Church for purchase of Board of Education property located at 1233 West 109th Place (formerly Bates Elementary School).

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Tabernacle of God Church, 1233 West 109th Place, Chicago, Illinois 60643, in the amount of \$200,000 be accepted. Three appraisals were made for this property and they indicated that the fair market value is as follows:

Ripley B. Mead, Jr. October 20, 1987	\$260,000
Ripley B. Mead, Jr. August 25, 1984	260,000
Terrence O'Brien & Company August 23, 1984	245,000

; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Tabernacle of God Church to purchase vacant school building and land described as follows, to-wit:

Lots 1 to 48, both inclusive, in Block 12 in Jarberg's Subdivision on Blocks 12 and 13 in Street's Subdivision of the East half of the Southwest quarter of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and vacated alley adjoining said lots,

which land has a frontage of 597.85 feet on West 109th Place, 597.85 feet on West 110th Street, 265.6 feet on South Throop Street, and 265.66 feet on South Racine Avenue, contains 149,248 square feet/3.42 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property and to deliver said deed to the Chief Financial Officer of the Board of Education of the City of Chicago.

SECTION 3. The Chief Financial Officer of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

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

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PUBLIC HEARING AUTHORIZED CONCERNING EXCHANGE OF  
PROPERTY BETWEEN CITY OF CHICAGO AND  
CHICAGO DOCK AND CANAL TRUST.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Committee on Land Acquisition, Disposition and Leases to hold a public hearing regarding an exchange of property between the City of Chicago and the Chicago Dock and Canal Trust.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") owns a parcel of real estate comprising approximately [1,408] square feet located near the intersection of East North Water Street and North Lake Shore Drive, legally described on Exhibit "A" attached hereto and made a part hereof, said parcel referred to herein as the "City Parcel"; and

WHEREAS, Chicago Dock and Canal Trust owns a parcel of real estate comprising approximately [1,490] square feet located near the intersection of East North Water Street and North Lake Shore Drive, legally described on Exhibit "B" attached hereto and made a part hereof, said parcel referred to herein as the "Chicago Dock Parcel"; and

WHEREAS, The City Parcel is currently vacant and unused and the City has no current plans for its use; and

WHEREAS, The Chicago Dock Parcel is situated at the right-of-way for the access road to North Lake Shore Drive in connection with the North Lake Shore Drive improvements; and

WHEREAS, It is proposed that the City convey the City Parcel to the Chicago Dock and Canal Trust in exchange for the conveyance to the City of the Chicago Dock Parcel by the Chicago Dock and Canal Trust; and

WHEREAS, Exchange by the City of the City Parcel for the Chicago Dock Parcel will be in the public interest and will be for the public purpose of facilitating the construction of the North Lake Shore Drive improvements; and

WHEREAS, The City Parcel and the Chicago Dock Parcel are of substantially equal value; and

WHEREAS, It is proposed that the conveyance of the City Parcel to the Chicago Dock and Canal Trust in exchange for the conveyance of the Chicago Dock Parcel to the City shall be for no additional consideration from the City to Chicago Dock and Canal Trust or from Chicago Dock and Canal Trust to the City; and

WHEREAS, Sections 11-76.2-1 through 11-76.2-4 of the Municipal Code (Ill. Rev. Stat. 1985, Ch. 24, Pars. 11-76.2-1 through 11-76.2-4) set forth the provisions governing the exchange of City property for private property; and

WHEREAS, The provisions of the Illinois Municipal Code hereinabove referred to require that a public hearing be authorized by three-fourths of the corporate authorities and that said public hearing is a pre-requisite for an exchange of property; now, therefore,

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

SECTION 1. The City Council finds the facts and circumstances set forth in the preamble to be true and makes the declarations stated therein.

SECTION 2. A public hearing is hereby authorized pursuant to, and to be held in accordance with, Section 11-76.2 of the Illinois Municipal Code (Ill. Rev. Stat. 1985, Ch. 24, Par. 11-76.2-2). Said public hearing shall be held by the City Council Committee on Land Acquisition and Disposition and may be held concurrently with any regular or special meeting of said committee. Said committee shall report the results of said hearing to the City Council.

SECTION 3. Prior to the holding of the public hearing authorized in Section 2 hereof, a notice thereof shall be published in a newspaper of general circulation published in the City of Chicago. Said notice shall be published not less than 15 days nor more than 30 days prior to the date of said hearing; and shall set forth a legal description of the property to be so exchanged as well as the property that the municipality is to receive through such exchange, and the proposed terms and conditions otherwise of such exchange.

SECTION 4. This ordinance shall take effect upon its passage.

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

*Exhibit "A".*

*Legal Description, City Parcel.*

A part of the former lighthouse site adjoining the Easterly and Southerly lines of Block 15 in Cityfront Center, being a Resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the most Easterly Southeast corner of said Block 15, and running thence west along a straight line parallel with the North line of said Block 15 (said straight line intersecting the West line of said Block 15 at a point 177.45 feet south of the Northwest corner thereof), a distance of 92.895 feet to an intersection with an Easterly line of said Block 15, said Easterly line being also the Westerly line of said former lighthouse site; thence northeastwardly along said Easterly line of Block 15, a distance of 32.286 feet to an intersection with a Southerly line of said Block 15, said intersection being the Northwest corner of said former lighthouse site; and thence southeastwardly along said Southerly line of Block 15, said Southerly line being also the Northerly line of said former lighthouse site, a distance of 87.19 feet to the point of beginning, in Cook County, Illinois.

Containing 1,408 square feet of land, more or less.

*Exhibit "B".*

*Legal Description, Chicago Dock Parcel.*

Parcel 1:

That part of the South Half of the Ogden Slip lying north of and adjoining Block 17 in Cityfront Center, being a Resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northwest corner of said Block 17, being a point on the South line of said Ogden Slip (said South line having a bearing of north 89 degrees 43 minutes 39 seconds east, assumed) and running thence north 08 degrees 16 minutes 00 seconds east, a distance of 66.889 feet to the Center line, having a bearing of north 89 degrees 26 minutes 23 seconds east, a distance of 14.608 feet; thence southwestwardly along a straight line a distance of 67.759 feet, to an intersection with the South line of said Ogden Slip, at a point 10.181 feet (measured along said South line) east from the Northwest corner of Block 17 aforesaid; and thence west along said South line, being also the North line of Block 17, aforementioned, said distance of 10.181 feet to the point of beginning, in Cook County, Illinois, containing 820 square feet of land, more or less, formerly described as:

That part of the South Half of the Ogden Slip lying north of Lot 26 in Chicago Dock and Canal Company's Resubdivision of their Subdivision of Original Water Lot 35 and Accretion thereto, all of Block 8 and Accretion, and that part of Block 19 lying east of Sub-block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the County of Cook, State of Illinois, and described as follows:

Beginning at a point on the North line of Lot 26, having a bearing of north 89 degrees 43 minutes 39 seconds east (assumed) which is 102.33 feet east of the Northwest corner of Lot 27; thence north 8 degrees 16 minutes 00 seconds east a distance of 66.889 feet to the Center line of the aforesaid Ogden Slip; thence east along said Center line having a bearing of north 89 degrees 26 minutes 23 seconds east a distance of 14.608 feet; thence south 11 degrees 51 minutes 35 seconds west a distance of 67.759 feet to the North line of Lot 26; thence west along said North line of Lot 26 a distance of 10.181 feet to the point of beginning.

Also

Parcel 2:

That part of Block 17 in Cityfront Center, being a Resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northwest corner of said Block 17, and running thence east along the North line of said Block 17, a distance of 10.181 feet; thence southwestwardly along a straight line, a distance of 134.618 feet, to an intersection with the Westerly line of said Block 17, at a point 132.833 feet (as measured along said Westerly line) Southerly from said Northwest corner of Block 17, and thence Northwardly along said Westerly line of Block 17 said distance of 132.833 feet to the point of beginning, in Cook County, Illinois, containing 670 square feet of land, more or less, formerly described as:

That part of Lots 26 and 27 in Chicago Dock and Canal Company's Resubdivision of their Subdivision of Original Water Lot 35 and the Accretion thereto, all in Block 8 and Accretion, and that part of Block 19 lying east of Sub-block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the County of Cook, State of Illinois, bounded and described as follows:

Beginning at a point on the North line of said Lot 26, having a bearing of north 89 degrees 43 minutes 39 seconds east (assumed), which is 102.33 feet east of the Northwest corner of said Lot 27; thence continuing east along said North line of Lot 26 a distance of 10.181 feet; thence south 11 degrees 57 minutes 48 seconds west a distance of 134.618 feet; thence north 7 degrees 39 minutes 45 seconds east a distance of 132.833 feet to the point of beginning.

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RENEWAL OF LEASE AGREEMENT WITH PIER  
SANDWICH SHOP, INCORPORATED FOR  
PREMISES AT NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the renewal of a lease agreement with Pier Sandwich Shop, Incorporated, for use of yard space at 138 Streeter Drive (Navy Pier).

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



*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, as Lessor, a lease renewal for Pier Sandwich Shop, Incorporated, as Lessee, for approximately 378 square feet of yard space commonly known as 138 Streeter Drive, Chicago, Illinois for the purpose of operating a food service business; such lease to be approved by the Commissioner of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2  
of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement attached to this ordinance reads as follows:

*Lease Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Pier Sandwich Shop, Inc. a corporation organized and existing by virtue of the laws of the State of \_\_\_\_\_ (hereinafter called "Lessee").

*Witnesseth:*

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, (hereinafter called "Pier"), a plat of Pier being attached hereto.

This Agreement shall consist of two parts:

Part I -- General Conditions;

Part II -- Special Conditions numbered 1 to 9.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

*Part I -- General Conditions.*

*Article I.*

This Agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of Pier, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Pier concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Pier concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fits, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

*Article II.*

The Lessee shall not, without prior approval of Lessor, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every

obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in anywise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

#### *Article III.*

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

#### *Article IV.*

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerals, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

#### *Article V.*

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor, shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

*Article VI.*

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease, in the condition that existed at execution of this lease.

*Article VII.*

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, public liability, products liability, property damage, fire and extended coverage, worker's compensation, scaffolding acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate

originals and endorsements thereto to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachment thereto. Lessee shall not commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

#### *Article VIII.*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee to continue operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

#### *Article IX.*

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner of General Services, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of General Services.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

*Article X.*

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

*Article XI.*

Lessee shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier premises, now in effect.

*Article XII.*

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

*Article XIII.*

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee 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. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

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 Acts of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

*Article XIV.*

Lessee, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

*Article XV.*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

*Article XVI.*

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Chris Sdralis  
5727 North Richmond Street  
Chicago, Illinois 60659

*Article XVII.*

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

*Article XVIII.*

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

*Article XIX.*

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.



*Article XX.*

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

*Article XXI.*

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

*Part II -- Special Conditions.*

## 1) Premises

Lessor shall grant to Lessee the exclusive use of approximately 378 square feet of yard space (see attached Exhibit "A") and commonly known as 138 Streeter Drive, Chicago, Illinois 60611.

## 2) Purpose

Lessee shall use the demised premises for the purpose of operating a food service business from a vending wagon and to retail all those products normally handled by such a business and for no other purposes.

## 3) Term

The term of this agreement shall begin on April 1, 1988 and terminate March 31, 1991. Business will be open to public from April 1st through September 30th of each year.

## 4) Hours Of Operation

The hours of operation are from 11:00 A.M. to 9:00 P.M., seven days a week.

## 5) Cancellation

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

## 6) Rental Payment Provisions

Lessee shall pay for said premises during the continuance of this lease at the rate of:

- A) Eight Hundred and no/100 Dollars (\$800.00) per month for the period beginning on the 1st day of April, 1988 and ending on the 30th day of September, 1988;
- B) Eight Hundred Forty and no/100 Dollars (\$840.00) per month for the period beginning on the 1st day of April, 1989 and ending on the 30th day of September, 1990.
- C) Nine Hundred Forty and no/100 Dollars (\$940.00) per month for the period beginning on the 1st day of April, 1990 and ending on the 30th day of September, 1991.

Rent is payable on the 1st day of each calendar month to the Real Estate Section, Department of General Services, 320 North Clark Street, Chicago, Illinois 60611.

- D) Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Cary Kalant  
Supervisor of Leasing  
Department of General Services  
Real Estate Office  
320 North Clark Street, Suite 505  
Chicago, Illinois 60610

## 7) Operations

- A) Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from the demised premises or any area or location in the vicinity.
- B) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- C) Lessee fully understands and agrees that by entering into this Agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the lessee's demised premises is located under the terms of this Agreement.

- D) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of Public Works Office.
  - E) Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago and the Public Building Commission to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.
  - F) Lessor will provide and pay for sewer and domestic water installation/hook-up.
  - G) Lessee will provide and pay for electrical service and telephone installation.
  - H) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
  - I) Pay all leasehold tax and other levies assessed against said premises within deadlines established by the respective governmental taxing bodies.
  - J) Garbage Provisions:
    - 1) Garbage will be placed inside dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
    - 2) The Lessee will screen the dumpster area from the general public if necessary after consulting the Department of Public Works.
    - 3) Lessee shall provide and pay for its own scavenger service.
  - K) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statutes.
- 8) Records

Lessee under this lease shall:

- A) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.
- B) Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

9) Maintenance

Lessee under this lease shall:

Maintain yard area.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes.]

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EXECUTION OF LEASE AGREEMENT AT 8700 SOUTH SOUTH  
CHICAGO AVENUE FOR USE BY DEPARTMENT  
OF STREETS AND SANITATION.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement for an operation and salt station at 8700 South South Chicago Avenue for use by the Department of Streets and Sanitation.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays -- None.*

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Michael Tadin and Fred Barbara as beneficiaries under Lakeside Bank Trust, Trust No. 10-1310, dated November 12, 1987, as Lessor, for approximately 444,260 square feet or 10.19 acres of vacant land for an operation station and salt station located at 8700 South South Chicago Avenue, for use by the Department of Streets and Sanitation, as Lessee, such lease to be approved by the Commissioner of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 13179 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

*Rider.*

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee as follows: Supervisor of Leasing, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

(Continued on page 13180)

LEASE-Short Form Lease No. 13026

Form C.O. No. 1B

City of Chicago

**This Agreement,**

Made this \_\_\_\_\_ day of \_\_\_\_\_  
 A. D. 19\_\_\_\_, between Michael Tadin and Fred Barbara as Beneficiaries under Lakeside Bank Trust, Trust No. 10-1310, Dated, November 12, 1987, as Lessor,  
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor s do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 444,260 square feet or 10.19 acres of vacant land for a operation station and salt station located at 8700 South Chicago Avenue for use by the Department of Streets and Sanitation.

To have and to hold said premises unto the Lessee for a term beginning on the 15 day of March  
or date of occupation February  
 A. D. 1988, and ending on the 29th day of \_\_\_\_\_ A. D. 1993. Lessee has the right to terminate this lease upon sixty (60) days prior written notice thirty-six (36) months from exeuction of lease. and the right to renew this lease for a further period of \_\_\_\_\_

on the same terms and rental, by giving to the Lessor \_\_\_\_\_, in either case \_\_\_\_\_ days' written notice of its election so to do. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Michael Taden, 2901 W. 31st Street, Chicago, IL 60623 or at such other place as the Lessor from time to time in writing may appoint.

For Lessor to Lessee notification provision see rider attached hereto and made part hereof.

Assessments for water tax  
 levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

**For Responsibilities of Lessor  
 and Lessee. See Rider attached  
 Hereto and Made a Part Hereof.**

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved:

Assistant Corporation Counsel.

Approved:

Supervisor of Leasing

Real Estate Agent.

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

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

Michael Tadin and Fred Barbara  
as Beneficiaries under Lakeside  
Bank Trust, Trust No. 10-1310,  
Dated, November 12, 1987

Approved:

Commissioner of Streets &amp; Sanitation

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

Department of General Services

(Continued from page 13178)

Four Thousand Nine Hundred and no/100 Dollars (\$4,900.00) per month for the period beginning on the 1st day of March, 1988 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 28th day of February, 1989;

Five Thousand One Hundred Forty-five and no/100 Dollars (\$5,145.00) per month for the period beginning on the 1st day of March, 1989 and ending on the 28th day of February, 1990;

Five Thousand Four Hundred Two and 25/100 Dollars (\$5,402.25) per month for the period beginning on the 1st day of March, 1990 and ending on the 28th day of February, 1991;

Five Thousand Six Hundred Seventy-two and 36/100 Dollars (\$5,672.36) per month for the period beginning on the 1st day of March, 1991 and ending on the 29th day of February, 1992;

Five Thousand Nine Hundred Fifty-five and 98/100 Dollars (\$5,955.98) per month for the period beginning on the 1st day of March, 1992 and ending on the 28th day of February, 1993;

Lessee shall receive one month rent abatement in the fifty-fourth (54th) month of this lease.

Rent is payable on the first day of each calendar month by the Department of General Services to T & B Ltd., 33 North LaSalle Street, Suite 3800, Chicago, Illinois 60602.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Install double gate at Exchange Avenue entrance prior to execution of lease.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the Lessee to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction and maintenance of the demised premises.

Pay real estate taxes and other levies assessed against said premises within deadlines established by the governmental taxing bodies.

Have authority to enter upon premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering upon premises.

Lessee under this lease shall:

Pay for electricity as metered within demised premises.

Not construct any building or structure on said premises without prior written consent from Lessor.

Indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property or the Lessor or injury to or death of any person, arising from Lessee's direct use and occupancy and operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause of which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Only use the demised premises for the parking of City of Chicago trucks, and other similar vehicles belonging to or used by the Lessee in operation of any incident to Lessee's business; and for private parking of motor vehicles owned by Lessee's officers, agents, servants, employees, tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.

Note: (a) assign or convey this lease or any interest under it, (b) allow any transfer hereof or any lien upon Lessee's interest by operation of law, (c) sublet the premises or any part thereof, (d) permit the use or occupancy of the premises or any part thereof by any other than Lessee and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior written approval of the Lessor.

Additional terms and conditions:

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants.

The right of the Lessee under this lease shall be and is subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further



instruments subordinating this lease to the lien or liens of such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee and the failure continues twenty (20) days after the Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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*Re-Deferred*-- ADOPTION OF SCHEDULE FOR DEVELOPMENT OF  
NEW CENTRAL LIBRARY CENTER AND AUTHORIZATION  
FOR USE OF QUICK TAKE EMINENT DOMAIN  
PROCEEDINGS TO ACQUIRE NECESSARY  
LAND.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council re-refer to the Committee on Finance a proposed ordinance adopting a schedule for the development of the new central library center and authorizing the use of quick take eminent domain proceedings to acquire land necessary to complete the site.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Deferred to the Committee on Finance*.

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*Action Deferred*-- SALE OF CITY-OWNED PROPERTY TO  
BOARD OF EDUCATION FOR CONSTRUCTION  
OF NEW ELEMENTARY SCHOOL.

The Committee on Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Beavers and Alderman Banks, *Deferred* and ordered published:

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

Your Committee on Land Acquisition, Disposition and Leases to which was referred an ordinance regarding the sale of property under home rule located at: 4715--4759 South Marshfield Avenue (parking site No. 56)--(14th Ward) having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) WILLIAM P. BANKS,  
Chairman.

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

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize the conveyance of parking site No. 56 as described herein, which is owned by the City of Chicago, Department of General Services, Real Estate Section to the Board of Education for the consideration cited herein:

4715--4759 South Marshfield Avenue  
Parking Site No. 56

Amount: \$100,000.00

Legal Description

Lots 25 to 40, both inclusive in Block 1 in Berger and Jacob's Subdivision of Stone and Whitney's Subdivision of the East 1/2 of the Northeast 1/4 of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: Parking Site No. 56 (4715--4759 South Marshfield, Chicago, Illinois).

SECTION 2. That the sale of this City of Chicago parking site No. 56 to the Board of Education, is for the purpose of constructing a new elementary school which would eliminate overcrowding in the area.

SECTION 3. This ordinance shall be effective upon its passage.

## COMMITTEE ON LICENSE.

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*Action Deferred* -- MUNICIPAL CODE CHAPTER 147, SECTION  
147-13 AMENDED BY ADDING NEW PARAGRAPH  
REGULATING OPERATING HOURS OF OUTDOOR  
FACILITIES SERVING ALCOHOLIC  
LIQUOR.

The Committee on License submitted the following report which was, on motion of Alderman Robinson and Alderman Natarus, *Deferred* and ordered published:

CHICAGO, May 10, 1988.

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

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Chapter 147 of the Municipal Code of the City of Chicago; and authorizing the operating procedures of outdoor facilities. This matter was presented to the committee on May 3, 1988, and considered by the committee on May 3, 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 ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) WILLIAM C. HENRY,  
*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 147-13 of the Municipal Code of Chicago is hereby amended by placing after the fourth paragraph thereof, a new paragraph to read as follows:

147-13. ...

*Any person licensed under this Chapter, who shall be the holder of a license, shall not provide service in such outdoor facility after 11:00 P.M. weekdays or after 12:00 Midnight Saturdays and Sundays.*

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

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**COMMITTEE ON POLICE, FIRE AND  
MUNICIPAL INSTITUTIONS.**

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**EXECUTION OF INTERAGENCY AGREEMENT WITH STATE  
OF ILLINOIS FOR IMPLEMENTATION OF LOCAL  
CRIME LABORATORY UPGRADE PROGRAM.**

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, May 11, 1988.

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

Your Committee on Police, Fire and Municipal Institutions, meeting held on May 4, 1988, have had under consideration an ordinance authorizing an Interagency Agreement between the City of Chicago and the State of Illinois for the implementation of the Local Crime Laboratory Upgrade Program, (which was referred on April 27, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by nine (9) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

Said ordinance, as passed, was transmitted to Acting Mayor Eugene Sawyer, who affixed his signature to said ordinance at 1:40 P.M.

The following is said ordinance as passed:

WHEREAS, It is recognized that narcotics use and abuse is one of the most significant criminal and social problems confronting society today; and

WHEREAS, Proper handling and analysis of evidence obtained by law enforcement officials in narcotics related incidents is crucial to the effective functioning of the criminal justice system; and

WHEREAS, The City of Chicago through its Department of Police (hereinafter the "Department") is responsible for providing accurate scientific analysis of narcotics seized by its law enforcement officials; and

WHEREAS, The Illinois Criminal Justice Information Authority (hereinafter the "Authority") has approved the Local Crime Laboratory Upgrade Program (hereinafter the "Program") designed to expedite in a timely fashion laboratory analysis of controlled substances; and

WHEREAS, The authority has awarded the Department a grant in the amount of One Million Twenty Thousand Dollars (\$1,020,000) to implement the program to commence on April 1, 1988 with a local match requirement of Three Hundred and Forty Thousand Dollars (\$340,000); now, therefore,

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Interagency Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be substantially in the form as attached.

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

Interagency Agreement attached to this ordinance reads as follows:

*Interagency Agreement.*

*State And Local Law Enforcement Assistance Act Programs.*

This Interagency Agreement is entered into by the Illinois Criminal Justice Information Authority with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the City of Chicago on behalf of the Chicago Police Department, hereinafter referred to as the "Implementing Agency," with its principal offices at 1121 South State Street, for implementation of the Local Crime Laboratory Upgrade Program.

Whereas, Chapter 38, Paragraph 210-7(k) of the Illinois Revised Statutes establishes the Illinois Criminal Justice Information Authority (the "Authority") as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available . . . from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds"; and

Whereas, pursuant to the State and Local Law Enforcement Assistance Act of 1986, the Authority named the following program areas as the focus of the Illinois State and Local Law Enforcement Assistance Act Application for federal fiscal year 1987:

- 1) provide additional personnel, equipment, facilities, personnel training, and supplies for more widespread apprehension of persons who violate state and local laws relating to the production, possession, and transfer of controlled substances and to pay operating expenses (including the purchase of evidence and information) incurred as a result of apprehending such persons;
- 2) provide additional personnel, equipment, facilities (including upgraded and additional law enforcement crime laboratories), personnel training, and supplies for more widespread prosecution of persons accused of violating such state and local laws and to pay operating expenses in connection with such prosecution;
- 3) conduct demonstration programs, in conjunction with local law enforcement officials, in areas in which there is a high incidence of drug abuse and drug trafficking to expedite the prosecution of major drug offenders by providing additional resources, such as investigators and prosecutors, to identify major drug offenders and move these offenders expeditiously through the judicial system; and
- 4) provide additional public correctional resources for the detention of persons convicted of violating state and local laws relating to the production, possession, or transfer of controlled substances, and to establish and improve treatment and rehabilitative counseling provided to drug dependent persons convicted of violating state and local laws; and provide programs which identify and meet the needs of drug-dependent offenders; and

Whereas, the Authority, voted to designate the City of Chicago on behalf of the Chicago Police Department a recipient of funds for the purpose of implementing a program to address at least one of the named areas.

Now, Therefore, Be It Agreed by and between the Illinois Criminal Justice Information Authority and the City of Chicago on behalf of the Chicago Police Department as follows:

#### Section 1. Definitions.

- a. "Program": means a plan set out in the Program Description that identifies problems related to drug law enforcement and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.
- b. "Bimonthly": means occurring once every two months.

#### Section 2. Period Of Performance.

This agreement takes effect on April 1, 1988 and expires on September 30, 1989, unless the expiration date is extended by an amendment to this agreement. The Authority shall not be responsible for costs incurred before the effective date, or after the expiration date, of this agreement.

#### Section 3. Program Description And Budget.

The Implementing Agency agrees to undertake and perform in a satisfactory manner the program mutually determined in and set out in the Program Description attached hereto and incorporated herein as Exhibit "A" and the Budget attached hereto and incorporated herein as Exhibit "B". The Implementing Agency agrees to cooperate with the Authority in ensuring that federal, state and local law enforcement activities to combat drug abuse are coordinated. Such cooperation shall include, but is not limited to, attendance at meetings and sharing of information to avoid duplication of effort.

The Implementing Agency agrees to implement the Written Plan Addressing Recommendations or the Institute for Law and Justice which is attached and incorporated herein as Exhibit "C".

#### Section 4. Payment.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit "A". Bimonthly payments will be made to an Implementing Agency whose award totals less than \$50,000 upon receipt of the fiscal and data reports described in Section 8 of this Agreement. Monthly payments will be made to an Implementing Agency whose awards totals more than \$50,000 upon receipt of the fiscal and data reports described in Section 8 of this agreement. No payment will be made until all outstanding reports are received by the Authority. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount determined by the Authority. No payment will be made to the Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the provisions of this agreement.

The Implementing Agency shall establish procedures approved by the Authority for receiving and expending State and Local Law Enforcement Assistance Act funds and matching Illinois general revenue and local funds.

The maximum amount of federal funds payable under this agreement is \$1,020,000 and is dependent upon the expenditure of matching funds as described in Section 5 and Exhibit "B". The Implementing Agency agrees to deposit federal funds received pursuant to this agreement and matching funds contributed by the Implementing Agency into a bank account separate from any of its other bank accounts.

#### Section 5. Match.

Funds from the State and Local Law Enforcement Assistance Act may be used to pay up to 75 percent of the costs described in Exhibit "B". The remaining non-federal share of \$340,000 must be provided by the Implementing Agency. The Implementing Agency agrees to expend local matching funds as allocated in Exhibit "B" for contractual analysis of evidence prior to expenditure of federal funds for this purpose. Failure of the Implementing Agency to match federal funds will result in a proportionate decrease in the federal funds awarded.

#### Section 6. Obligational Limitation.

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligation of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### Section 7. Non-Supplantation.



The Implementing Agency agrees that federal, state or local funds made available under this agreement will not be used to supplant state or local funds, but will be used to increase the amounts of funds that, in the absence of these federal and matching state or local funds would be made available to the Implementing Agency for drug law enforcement activities.

#### Section 8. Reporting Requirements.

By the 15th day of each month, the Implementing Agency agrees to submit data for the preceding month relevant to the performance indicators listed in Exhibit A and any other data specified by the Authority.

The Implementing Agency is further required to submit monthly or bimonthly fiscal reports as provided in Section 4 and to file a year-end financial status report, the content and form of which will be determined by the Authority.

The Implementing Agency agrees to report any additional information required by the Authority.

#### Section 9. Maintenance Of Records.

The Implementing Agency agrees to retain financial and program records for the program for three years following the expiration date of this agreement. Records shall be retained beyond the three year period if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit is completed or matters at issue are resolved.

#### Section 10. Inspection And Audit.

Pursuant to Office of Management and Budget Circular A-128 "Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments", the Implementing Agency agrees to provide for an independent audit of activities. Audits usually will be made annually, but not less frequently than every two years. Audits shall be made in accordance with the General Accounting Office Standards for audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants.

The Authority shall have access for purposes of audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### Section 11. Close-Out Requirements.

Within 90 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress and data reports; (c) property inventory report; and (d) other documents required by the Authority.

#### Section 12. Implementing Agency Compliance.

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws and guidelines specified in Sections 10 and 21 of this agreement.
- The provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq. (1970) [N.E.P.A.].
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470, et seq. (1970) [N.H.P.A.].
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001, et seq. (Supp. III, 1973) [F.D.P.A.].
- Clean Air Act of 1970, 42 U.S.C. pars. 7401, et seq. (Supp. II, 1972).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251, et seq. (Supp. II, 1972) [F.W.P.C.A.].
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f, et seq. (Supp. IV, 1974) [S.D.W.A.].
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531, et seq. (Supp. III, 1973) [E.S.A.].

- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars 1271, et seq. (1976) [W.S.R.A.].
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469, et seq. (Supp. IV, 1974) [H.A.D.P.A.].
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451, et seq. (Supp. II, 1972) [C.Z.M.A.].
- Indian Self-Determination Act, 25 U.S.C. pars. 450f (Supp. V, 1975).
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. pars. 4201, et seq. (1970).
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601, et seq. (1970).
- Hatch Political Activity Act of 1940, as amended 5 U.S.C. pars. 1501, et seq. (Supp. IV, 1974).
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131, et seq. (1970).
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301, et seq. (1970).

#### Section 13. Equal Employment Opportunity Program.

The Implementing Agency agrees, if it has 50 or more employees, if it is receiving more than \$25,000 pursuant to this agreement, and if it has a service population with a minority representation of 3 percent or more, to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting both minorities and women within 120 days after the effective date of this agreement. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement, and maintain an equal employment opportunity program relating to employment practices affecting women.

#### Section 14. Nondiscrimination.

The Implementing Agency agrees that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or sex. The Implementing Agency assures compliance with the following laws:

- Title VI of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975; and
- The Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, subparts C, D, E and G.

#### Section 15. Confidentiality.

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the State and Local Law Enforcement Assistance Act. Such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### Section 16. Bribery.

The Implementing Agency certifies that neither it nor any of its officials, agents or employees acting on its behalf has been convicted of bribing or attempting to bribe an official or employee of the State of Illinois, nor has the Implementing Agency made an admission of guilt of such conduct which is a matter of record.

#### Section 17. Assignment.

The Implementing Agency shall make no assignment of this agreement or of any of the monies due hereunder without prior written approval of the Authority.

#### Section 18. Subcontracting.

Any work or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this agreement. Subcontracts in excess of \$1,000 must be approved by the Authority prior to their effective dates. The Implementing Agency shall be liable for the performance, acts or omissions of any person, organization, partnership or corporation with which it contracts. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

#### Section 19. Independent Contractor.

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and as an agent or employee of the Authority. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement.

#### Section 20. Exhibits, Amendments.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by both parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### Section 21. Termination Or Suspension Of The Interagency Agreement.

The Implementing Agency shall operate in conformance with the following state and federal laws and guidelines, when applicable: the State and Local Law Enforcement Assistance Act of 1986, the Office of Justice Assistance Research and Statistics M7100.IC, Federal Management Circular 74-4, Office of Management and Budget Circular A-128, the Illinois Grant Funds Recovery Act (Ill. Rev. Stat. 1983, Ch. 127, pars. 2301 et seq.), the Illinois Purchasing Act (Ill. Rev. Stat. 1983, Ch. 127, pars. 132 et seq.), the State Comptroller Act (Ill. Rev. Stat. 1983, Ch. 15, pars. 201 et seq.), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 C.F.R. 20.1 et seq.), the U.S. Department of Justice Regulations Governing the Confidentiality of Identifiable Research and Statistical Information (28 C.F.R. 22.1 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.)

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any state or federal law, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### Section 22. Renegotiation Modification, Or Amendments Of The Interagency Agreement.

No alteration, variation, modification, termination, addition to or wavier of any provisions of this agreement shall be valid or binding unless in writing, signed by all the parties and attached to the original agreement. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal or state laws or regulations.

#### Section 23. Integration.

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### Section 24. Severability.

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

Section 25. Acceptance.

The terms of this Interagency Agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
J. David Coldren, Executive Director  
Illinois Criminal Justice Information  
Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eugene Sawyer  
Acting Mayor, City of Chicago

\_\_\_\_\_  
Date

\_\_\_\_\_  
LeRoy Martin  
Superintendent of Police  
Chicago Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald D. Picur  
Financial Officer, City of Chicago

\_\_\_\_\_  
Date

[Exhibits A, B and C attached to this Interagency Agreement printed  
on pages 13197 through 13267 of this Journal].

*Exhibit "A": Program Narrative.*

- I. Summary Of Program
- II. Statement Of Problem
- III. Goal And Objective
- IV. Program Strategies
- V. Performance Indicators
- VI. Implementation Schedule

Chicago Police Department

Chicago Crime Laboratory Upgrade Program.

I. Summary Of Program

The proposed program will:

- Hire additional Criminalists, enabling a more timely chemical analysis of suspect narcotic seizures.
- Purchase state-of-the-art instrumentation for the analysis of controlled substances.
- Ensure adequate supervision and clerical support for newly hired Criminalists.
- Upgrade existing instrumentation and record keeping systems.
- Obtain the services of a private sector laboratory to perform narcotic analysis during the training period of newly hired Criminalists.

II. Statement Of The Problem

Narcotic drug use and abuse is one of the most significant criminal and social problems confronting society today. Since the 1960's, social acceptance of the recreational use of narcotics has changed the social demographics of narcotic use. No longer is the use of



narcotics confined to a small segment of identifiable hard core addicts. Today, the effects and tragedy associated with narcotics are evident in all social and economic classes.

The cost of narcotic abuse is borne by every community and home in America. From rising insurance costs to protect against increased property crimes to the mounting likelihood of becoming the victims of a street crime, we are all affected. Consequently, society in general and law enforcement specifically are allocating more and more of their resources in attempting to deal with this modern day epidemic.

Many public and private agencies are involved in the war against narcotics. Responses to the problem range from offering rehabilitation programs to running anti-drug advertising campaigns through the electronic and print media. Law enforcement has been challenged to direct its efforts in this battle towards narcotics users and profiteers. An integral part of achieving this objective is the successful adjudication of narcotic charges in court.

The prosecution of offenders charged with violations of narcotics laws presents a unique situation. In order to successfully prosecute a theft or burglary case, the intent of the defendant must be proved. Criminal statutes covering such crimes require knowledge of the criminal act as an element of the offense which must be established. Unlike such crimes, the mere possession of a narcotic is an offense in itself requiring no proof of intent or knowledge. Consequently, the burden upon the prosecution in a narcotics case is proving beyond a reasonable doubt that seized suspect contraband is a controlled substance.

The need for law enforcement agencies to provide scientific analysis of contraband is a recognized requirement for the establishment of probable cause at a preliminary hearing. In addition to positively identifying contraband as a controlled substance, thereby providing the basis for charging an offender, analysis also provides the exact weight of the substance. Since the penalties for narcotic offenses vary depending on the quantity found in the possession of the defendant, analysis also provides the means to make this determination, and accurately place the correct charge.

The Chicago Police Department has found itself in the unenviable position of not being able to provide a timely laboratory analysis in every case. As a result, numerous arrested narcotic offenders have been released at the preliminary hearing when the laboratory analysis was not available in a timely manner. In 1983, the Department was made aware of these dismissals through correspondence from the State's Attorney's Office. Meetings between officials from the Circuit Court of Cook County, the Cook County State's Attorney's Office and the Department were held to address the problem. Through a cooperative effort, the lines of communication among all parties involved were improved which in and of itself assisted in alleviating a portion of the problem.

For its part, the Department took positive action. An audit of Department procedures governing narcotic cases, conducted by the Auditing and Internal Control Division, prompted the management of the Laboratory in conjunction with its senior Criminalists to review and modify analytical procedures. Possible sources of extradepartmental assistance

were also investigated. These actions resulted in the adoption of a number of new analytical and operational procedures. Analytical instrumentation was purchased with the use of seized narcotic monies. In summary, the process of narcotic examination was streamlined ensuring an efficient and effective analytical system. Once the new procedures and equipment were in place, the dismissal of defendants for want of a timely analysis decreased.

However, the temporary institution of new procedures was not a permanent solution to the problem. Coinciding with the implementation of new procedures and instrumentation, the Department also experienced an increase in the number of narcotic seizures. Compounding the situation, was a noticeable change in what was being seized. In 1983, a total of 17,639 suspect narcotic seizures were submitted to the Laboratory. Of that number, 43% (7,585) were controlled substances with the remaining seizures being marijuana. During 1986 a total of 22,533 suspect narcotic seizures were submitted with 55% (12,351) being controlled substances with the remaining seizures being marijuana. Analysis of a controlled substance case requires approximately twice the time needed for a marijuana case. Thus, the demand placed upon the Laboratory was not only for more analysis but more involved and time consuming analysis caused by the 61% increase in seized controlled substances.

During the latter part of 1986 this situation became even more problematic when an increase in the number of cases being discharged was noted. An article published on Tuesday, January 27, 1987 in the *Chicago Sun-Times* identified 2,128 drug cases dismissed when the Department failed to provide timely analysis. The following monthly breakdown in the number of cases was supplied by the Cook County State's Attorney's Office:

Month	Court Branch	Total Defendants	Defendants Released
July	57	1,329	48
	25	1,464	40
August	57	1,350	90
	25	1,175	60
September	57	1,634	170
	25	1,382	113
October	57	1,634	236
	25	1,465	144
November	57	1,523	248
	25	1,416	203
December	57	1,878	434
	25	1,647	342
Six Month Total			<hr/> 2,128

The cause for this increase is based primarily upon the Laboratory's understaffed Controlled Substance Unit. In 1985, the hiring of additional Criminalists was made a priority and received approval for the 1986 Department budget. However, the establishment of a citywide hiring freeze prevented the planned expansion of the Controlled Substance Unit. In June 1986, the productivity of the Controlled Substance Unit was severely hampered when two experienced analysts left the Department. In addition, two other analysts were required by court order to conduct analyses on hundreds of individual exhibits on separate cases which took several weeks to complete. With this reduction in analysts, there remained only four full-time Criminalists charged with the responsibility of examining all submitted narcotics. The City granted the Laboratory an exemption to the hiring freeze and permitted 24 analysts to be hired in September of 1986. Of this number 11 were assigned to the Controlled Substance Unit for the analysis of suspect contraband.

Increasing the analytical staff of the Controlled Substance Unit did not have an immediate positive effect. In actuality it had the reverse, since experienced Criminalists need to function as instructors for the newly hired employees rather than analyzing cases. Upon completing the training of the first group of Criminalists, the remainder began narcotic analysis training. Assigning all newly hired Criminalists to the Controlled Substance Unit will solve the lack of the narcotic analysis problem currently being experienced. However, these Criminalists are needed in other units of the Laboratory for the investigation of homicides, sexual assaults and other serious felony investigations.

The high dismissal rate caused by delays in laboratory analysis has a negative effect on both the narcotic enforcement effort of the Department and the criminal justice system as a whole. Lack of laboratory analysis and subsequent dismissal from court diminishes the impact of a narcotic arrest and acts as a positive reinforcement for continued drug activity. Unless an arrest for narcotic law violation becomes a real threat to a drug user's freedom, with a great likelihood of conviction, it will be perceived as a more, momentary inconvenience. The criminal justice system is also hampered when a timely analysis is not provided. Besides the problem of not being fully prepared for the trial, there is also the problem that occurs when an arrestee fails to make bond and is incarcerated while waiting for the preliminary hearing. Approximately 8% of all submitted suspect narcotic seizures test "negative" for controlled substances upon analysis. Consequently, providing a timely analysis is not only in the Department's best interest but also in the defendant's.

In summary, the Crime Laboratory has not been capable of furnishing a timely analysis on every pending narcotic case for the past several years. While not to the degree experienced in the latter part of 1986, it has been a recurring problem. As of April, 1987, there were 2,026 separate suspect narcotic inventories awaiting laboratory analysis. Every effort has been made to ensure maximization of present equipment and personnel resources. It is apparent that the logical, correct and permanent response to the problem of furnishing a timely analysis for every suspect narcotic seizure lies in maintaining a staff of sufficient size to analyze all submitted contraband.

### III. Goal And Objective

The goal of the program is to provide timely laboratory analysis of seized drugs to the Office of the Cook County State's Attorney.

The objective of the program is to enable the Department to analyze all controlled substances within 2 working days of being submitted to the Controlled Substance Unit. In addition, the program will also permit adequate supervision of Controlled Substance Unit personnel, increased management controls, improved analytical ability through the purchase of new instrumentation and expand the present quality control process.

#### IV. Program Strategies

##### Agency Commitment

The Chicago Police Department has the unique distinction of establishing one of the first municipal crime laboratories in the United States. In addition, the Chicago Police Department Lab remains the only municipally owned and operated crime lab in the State of Illinois. Throughout the years the Department has continually displayed its commitment of providing accurate and adequate forensic examinations to aid in servicing the law enforcement needs of the citizens of Chicago. This commitment is most succinctly displayed by the Department in its current budget with the allocation of over \$5 million for the operation of the Crime Laboratory Division. Commitment to the Crime Laboratory Division is not only a priority within the command structure of the Department but also among the City's top administrators. This is evident in the fact that during 1986 the Crime Laboratory Division was one of the few City agencies to hire new employees during a hiring freeze.

##### Procedures

The Crime Laboratory Division has existing procedures for accepting, receipting, and analyzing suspect contraband. However, the current procedures for internal control and scheduling of analysis will be revised to reflect the proposed program goal of providing chemical analysis of all seized contraband within 2 working days of submission to the Controlled Substance Unit.

##### Recovery

Recovered controlled substances are inventoried pursuant to Chicago Police Department General Order 81-1, Inventory System For Property Taken Into Custody (Exhibit A--Attachment 1). This order provides for the recording, processing and disposal of property which is seized, recovered, found, or otherwise taken into custody by Department members.

Additional policy and procedures specifically relevant to inventorying controlled substances are found in Chicago Police Department Special Order 81-27, Processing Evidence in Narcotics Arrests (Exhibit "A"--Attachment 2).

Upon being inventoried, controlled substances are sealed in a Narcotics Evidence Envelope and deposited in narcotic evidence safes located at the control desk of the Crime Laboratory Division, Narcotics Section, O'Hare Airport Police Unit and each police district. Only controlled substances, marijuana and narcotic paraphernalia (hypodermic needles) are permitted to be deposited in these safes which are under the direct control of the desk sergeant at each location. In addition to being responsible for the security of the safe and its contents, the desk sergeant also ensures the proper completion of the necessary forms, signs the Narcotics Evidence Log and Transmittal Form along with the recovering officer documenting the deposit of evidence within the safe and deposits the narcotic evidence. Bulk seizures, identified as those seizures too large to fit in the narcotics evidence safe, are inventoried at the district or unit of recovery and personally transported to the Crime Laboratory Division by the recovering officer.

#### Transporting

Only Crime Laboratory Division personnel have the means to access the contents of the narcotics evidence safes. A police officer assigned to the Crime Laboratory Division as a narcotics courier collects, on a daily basis except on weekends and holidays, deposited evidence and signs the reverse side of the Property Inventory Book and the bottom of the transmittal form documenting the removal of evidence from the safe.

#### Receipting

Upon return to the Crime Laboratory, the narcotics courier completes a four-part formset Receipt For Exhibit for each inventory collected. The Receipt For Exhibit contains general information relative to the seizure such as case name and number, recovering officer, inventory number, date recovered and date received by the Crime Laboratory personnel. Two copies of the receipt are mailed, one to the unit from which the evidence was recovered for attachment to the Property Inventory Book with the other copy sent to the Evidence and Recovered Property Section. The remaining copies of the receipt are kept within the Crime Laboratory Division, one is placed in the Division's files and the other is attached to the evidence. Crime Laboratory Division personnel receiving bulk seizures transported directly by recovering officers are responsible for the preparation of a receipt.

Once the receipting process is completed, the evidence is placed in the evidence room of the Controlled Substance Unit. The supervisor of the Controlled Substance Unit is responsible for the security of the evidence room. The watch commander of the Crime Laboratory Division takes over this task when the unit is not operational.

### Assignment And Analysis

Upon delivery to the evidence room of the Controlled Substance Unit, the identifying information for each case is entered into the Crime Laboratory's Kodak Computer System. The evidence is then filed according to the identified court date which is listed on the Narcotic Evidence Envelope.

The supervisor of the Controlled Substance Unit then reviews the file and assigns those cases with the most immediate court date to an individual analyst. Controlled substance examinations are performed according to analytical guidelines established by Crime Laboratory Division Special Order 85-2, Analysis of Controlled Substances (Exhibit "A"-- Attachment 3).

Evidence from completed cases is placed in heat sealed plastic bags and returned to the evidence room. The associated paperwork and generated spectra are given to the unit supervisor. Each case is reviewed by the supervisor for completeness and accuracy. When a case is deemed analytically correct and the written report accurately documents the analysis, the supervisor authorizes the entry of the analysis into the Kodak Computer System and forwards the paperwork to the Administrative Section for filing in division files and mailing of analytical reports to the recovering officer and the State's Attorney's Office.

### Quality Control

On a daily basis, the unit supervisor randomly chooses at least 2 completed cases for reanalysis to determine the accuracy of the subordinate analyst's work. The reanalysis is all inclusive covering every aspect of the analysis from the listing of exact weights to generation of spectra and maintenance of the evidence chain.

### Storage Of Evidence

Upon the completion of analysis and quality control checks, the evidence is forwarded to the Evidence and Recovered Property Section (E. & R.P.S.) which is charged with the responsibility of storing all property taken into Department custody. Prior to being removed from the Laboratory, each inventory is individually listed on a transmittal. The transporting officer from the E. & R.P.S. signs the bottom of each transmittal along with the Crime Laboratory Division member who turns the evidence over to them to document the transfer of custody. The evidence is then transported to the E. & R.P.S. where it is stored in a vault.

### Disposition Of Evidence

The evidence remains at the E. & R.P.S. until it is determined by the recovering officer that the evidence is no longer needed for court presentation purposes. At the completion of the court proceedings a Court Order is obtained for the confiscation and destruction of the evidence.

#### Analysis Prior To Destruction

Prior to the destruction of narcotic evidence by burning, a representative sampling is sent to the Crime Laboratory for reanalysis. This procedure is intended to insure the integrity of the E. & R.P.S. and is also used as another step in the Crime Laboratory's Quality Control program.

#### Destruction

After completing the rechecks, the property is returned to the E. & R.P.S. which transports the evidence to a commercial incinerator where it is burned.

#### Housing Of Staff

A recent organizational change within the Crime Laboratory Division has combined the Toolmark Examination Unit within the Firearms Unit. Currently Room 516, the former Toolmark Unit, is not fully utilized and is available for use by some of the analysts to be hired upon implementation of the program. Assigning controlled substance analysts to different rooms will prevent the optimal utilization of analytical instrumentation. However, spatial constraints preclude placing all controlled substance analysts within the same room. In addition to expanding the Controlled Substance Unit to Room 516, utilization of personnel on more than one watch will result in adequate space for any additional staff.

#### Impact Of Program Upon Other Laboratory Units

One of the strategies employed by the Crime Laboratory to meet the demand for every increasing numbers of narcotic analyses was the decision to temporarily assign additional Criminalists to the Controlled Substance Unit. Criminalists previously assigned to the Serology and Microscopy/Trace Units were crosstrained in narcotic analysis and used along with the Controlled Substance Unit's regular staff to meet the demand for timely analysis. This short-term solution addressed the immediate problem of defendants being discharged from Narcotics Court when laboratory analysis was not provided.

However, solving the situation in the Controlled Substance Unit has both reduced the amount of services rendered and caused backlogs to develop in the Serology and Microscopy/Trace Units. In order to address this new situation, the affected units adopted several new policies and procedures. A case prioritization system for each unit was established. This system places the highest priority upon requests made by trial attorneys when court proceedings are imminent. Requests made by investigating detectives are only processed when the demand for court presentation cases permit. Many examinations, routinely performed in the past, are no longer conducted at all. Additionally, whenever possible, trace and biological evidential extracts are recovered and adequately packaged or frozen for later analysis. Only when absolutely necessary are items fully analyzed.

As a result of the Serology and Microscopy/Trace Units having fewer personnel in 1987, each unit processed fewer cases. Accompanying the reduced productivity was a dramatic rise in the turnaround time for analysis completion and an equally dramatic increase in the number of cases forwarded to storage without analysis. The following is a table which discloses the impact of detailing analysts from these two units.

	Micro/Trace	Serology
<b>Staff Size</b>		
1986	7	9
1987	3	4
% Change 86 to 87	-57%	-57%
<b>Cases Processed</b>		
1986	1,331	3,876
1987	1,121	1,939
% Change 86 to 87	-16%	-50%
<b>Average Turnaround (Days) Between Request To Assignment Of An Analyst</b>		
1986	16	26
1987	25	60



% Change 86 to 87	+ 56%	+ 131%
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Number Of Cases Forwarded From Lab To  
Storage Without Analysis

1986	478	522
1987	+ 893	+ 2,401
% Change 86 to 87	87%	360%

Implementation of the Interagency Agreement will permit the Crime Laboratory to hire additional Criminalists for narcotic analysts and return those Criminalists presently detailed to the Controlled Substance Unit to their original assignments. This will allow the Laboratory to once again address its primary objective of providing assistance in determining direction for the course of a criminal investigation for all categories of crime, not just narcotic offenses.

#### Determination Of A Private Sector Laboratory

The guidelines established by the Crime Laboratory Division Notice 87-1, Narcotic Analysis by Outside Vendors (Exhibit "A"--Attachment 4) will be followed. Among the procedures established in the notice are case criteria, submission procedures, messenger duties, analytical requirements, reporting standards and time limits for completion of analysis. Past utilization of these guidelines have proven them to be more than adequate by providing oversight for contracted examinations and guaranteeing the maintenance of the evidentiary chain.

The selection process to identify a contractor to perform analytical examinations is governed by the City of Chicago Department of Purchases, Contracts and Supplies. Consequently, all procedures and requirements of the Department of Purchases, Contracts and Supplies plus those identified in Section 18 of the agreement (Subcontracting) will be complied with.

Finally, before a vendor is accepted and a contract signed, an inspection of the vendor's facility will be conducted by the Crime Laboratory Division personnel. The purpose of the inspection is to determine that the facility is secure and has the analytical capability to perform the required analysis.

### Training

All Criminalist I's hired for the proposed program will undergo a 12 week on the job training course conducted in the Department's Crime Laboratory facilities. The course of instruction will include training in narcotic law, evidence handling, analytical procedures, and the operation of various analytical instrumentation. Specific drug categories such as cannabis, opium alkaloids, cocaine, etc. will be addressed. Theoretical and practical proficiency tests using learned analytical techniques and correct use of instrumentation will be utilized. Trainees will be required to perform analysis and accurately identify numerous unknown controlled standards in each drug category in order to successfully complete the training program.

The Criminalist III, in conjunction with the supervisor of the Controlled Substance Unit, will have the ultimate responsibility for conducting the training and be the primary instructor. The Criminalist II's will also be involved in the training process by offering individual assistance to the trainees.

### Quality Control

The Controlled Substance Unit's existing quality control procedure will also apply to the Criminalists' hired for the proposed program. These procedures require that a minimum of 2 randomly selected cases per day will be reanalyzed by the Criminalist III. The reanalysis will be all inclusive, covering every aspect of the analysis from the listing of the exact weights to the generation of spectra. In addition, the Criminalist III will continually review spectra and results of examinations performed by each subordinate to ensure accurate analysis.

### Data Collection

Implementation of the proposed program and hiring of additional Criminalists will greatly increase the amount of data generated by the Controlled Substance Unit. As a result, updating software for the current computerized record keeping system will be necessary. The system will not only track the production of the Criminalists hired for the program but will also generate useful management information reports.

### V. Performance Indicators

The Department shall report the following indicators to the Authority on a monthly basis:

- Number of staff assigned to the project
- Total number of federal/non-federal dollars expended
- Reduction in evidence backlog
- Total number of inventories received
- Total number of inventories tested in Laboratory/by private sector contractor
- Average turnaround time for exhibits received
- Total number of inventories awaiting testing


#### VI. Implementation Schedule

Task	Beginning Date	Completion Date
Begin hiring process and conduct interviews	Week 1	Week 16
Request bids for necessary instrumentation	Week 1	Week 12
Begin process of updating existing instrumentation and equipment	Week 1	Week 12
Contract out backlogged controlled substances	Week 21	Week 44
Hire new Criminalists, Criminalist Aides, and Senior Stenos	Week 21	On-going
Begin training process	Week 21	Week 40
Install new equipment	Week 29	Week 50

**Exhibit A - Attachment 1**

ATTACHMENT 1

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	<b>GENERAL ORDER</b>	<b>DATE OF ISSUE</b>	<b>EFFECTIVE DATE</b>	<b>NO.</b>
		10 January 1981	11 January 1981	91-1
<b>SUBJECT</b>		<b>DISTRICT</b>	<b>AMENDS</b>	
INVENTORY SYSTEM FOR PROPERTY TAKEN INTO CUSTODY		C		
<b>RELATED DIRECTIVES</b>			<b>RESCINDS</b>	

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## GENERAL ORDER

DATE OF ISSUE

10 January 1981

EFFECTIVE DATE

11 January 1981

NO.

81-1

SUBJECT

INVENTORY SYSTEM FOR PROPERTY TAKEN INTO CUSTODY

DISTRICT

C

AMENDS

RELATED DIRECTIVES

General Orders: Animal Cases; Bomb, Arson and  
Fire Incidents; Lockup/Lockup Keepers; Processing Deceased Persons;  
Department Special Order: Search Warrants.

RESCINDS

General Order 74-14;  
Department Special Order 76-21;  
Department Notice 76-32

## I. PURPOSE

This order continues an inventory system for the recording, processing and disposal of property taken into custody, including Medical Examiner's and Public Administrator's property.

## II. POLICY

- A. All property which is seized, recovered, found, or otherwise taken into custody by Department members will be inventoried immediately. The Property Inventory (CPD-34.523) will be used to record receipt of this property, except for:
1. animals - the Animal Inventory (ACC-3230-3) will be used.
  2. motor vehicles - The Motor Vehicle Inventory Report (CPD-34.503) will be used by auto pound personnel.  
NOTE: Personal property found in the vehicle will be removed, and the recovering officer will inventory it on the Property Inventory.
  3. arrestees' personal property - the Personal Property Receipt (CPD-11.502) will be used to record only property of value which must be returned to the arrestee at the time of his release or transfer. If the property is not to be returned at this time because it could be used to effect an escape or cause injury, the Property Inventory will be used.
  4. property of other agencies received at the Criminalistics Laboratory - a Receipt for Exhibits (CPD-33.100) will be prepared by laboratory personnel. No other inventory is necessary.
  5. suspect's books and magazines (unless seized with or incident to the execution of a search warrant).
  6. Victim Evidence Collection Kit or the contents.
- B. The recovering officer, unless relieved of the responsibility by the investigating officer, will provide for the disposal of all property which he inventories by:
1. obtaining the watch commander's authorization for the return of property to the rightful owner.
  2. obtaining a court order at the first court hearing authorizing the return of the property to the owner or agent or by another approved disposal method.
  3. authorizing the Evidence and Recovered Property Section (E&RPS) to dispose of the property according to law when the property is no longer needed as evidence.
- C. Members will not solicit or accept for their own use any property taken into custody.

## III. INVENTORY PROCEDURE

Officers will process property which is recorded on the Property Inventory according to the following directions, except when ordered by another directive to alter specific instructions in order to process special types of property.

- A. The recovering officer will:
1. take custody of the property and insure its safekeeping.  
NOTE: Suspect bombs, explosives, or dangerous substances will not be handled, transported or disposed of by Department members other than Bomb and Arson Section personnel.
  2. transport the property:
    - a. to the district station or area center in which the property was recovered.
    - b. to the facility of the specialized unit.
    - c. to the appropriate auto pound (e.g., doors, hoods, trunk lids, etc.).
    - d. to the appropriate facility designated by the E&RPS.
  3. when possible, establish the ownership of property which is identifiable (bears identifying markings, etched for Operation Identification, social security numbers, drivers license numbers, etc.). If ownership of the property is established, the recovering officer will contact the owner immediately and arrange for the return of the property if it is not needed for court presentation. If the ownership is unknown or in doubt, the recovering officer will contact the Records Inquiry Section. In all cases identifying numbers and/or letters will be noted on the inventory formset.  
NOTE: The Records Inquiry Section, Records Division, maintains files of registered firearms, bicycles, and all identifiable property that has been reported lost or stolen. This information is available at all times.

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4. separate the property and use different sets of inventory forms if items of property from one case differ in respect to:
  - a. time of recovery
  - b. place of recovery
  - c. classification as evidence or non-evidence
  - d. destination (E&RPS, Criminalistics Laboratory, e.g., Chemistry Unit, Document Unit, etc.)
  - e. manner obtained (by search warrant, seizure, recovery, etc.)
  - f. owners or possessors.

NOTE: When Department material or equipment is inventoried, the owner will be listed as the Chicago Police Department so that the article may be returned and restored to use.

5. identify and record property taken into Department custody on the Property Inventory.
6. enter the Property Inventory number in the appropriate box on the Vehicle Tow Report (CPD-11.413), if property is removed from a motor vehicle.
7. place the property in the appropriate evidence envelope or other suitable container.

NOTE: All evidence which will be examined by the Criminalistics Division must be packaged in separate containers and accompanied by a copy of the case or supplementary report. Evidence which does not require examination or analysis will be sent directly to E&RPS.

8. obtain the signature of the desk sergeant (or in specialized units the sergeant responsible for the inventory book) to indicate approval of the completed inventory formset.
9. after obtaining this approval, detach Property Inventory copies No. 1 through No. 4 and distribute them as follows:

Copy No. 1 (white) Attach to or place in the property container. If the inventory number, destination, and recovering unit are not visible, record them on the outside of the container.

NOTE: DO NOT TAPE OR GLUE THE COMPLETED INVENTORY FORM TO THE PROPERTY OR CONTAINER.

Copy No. 2 (buff) Send immediately to E&RPS via police mail.

Copy No. 3 (pink) Seized Property - give to desk sergeant for attachment to the Arrest Report (court copy) or search warrant. All other property - destroy this copy.

NOTE: Complete the reverse side to indicate whether the property was seized with or without a search warrant.

Copy No. 4 (green) Seized Property

a. with search warrant - attach this copy to search warrant.

b. without search warrant - give to arrestee. If he will not take it, attach to copy No. 3.

Found Property - give to the finder if he is present when the inventory form is prepared; otherwise mail it to the finder or owner, if known.

Medical Examiner's or Public Administrator's Property - attach it to copy No. 1.

All other Property - destroy this copy.

Copy No. 5 (canary) Leave in the inventory book as the inventorying unit's record of the inventory.

10. turn over custody of the property to the desk sergeant, or in specialized units to the sergeant responsible for the inventory book. In unusual seizures, e.g., exceptionally large, perishables, etc., contact the E&RPS at any hour for directions.
  11. notify the E&RPS immediately by telephone and then in writing on the Property Disposition Notification (CPD-34.542) if, after the property is inventoried, the owner is found or notified, a "hold" is ordered or rescinded, or other information is obtained which affects the status of the property. An investigating officer who becomes responsible for disposition or disposal of the property or who has information affecting its status, will notify the E&RPS by a To-From-Subject report.
- B. The desk sergeant (or in specialized units the sergeant responsible for the inventory book) will:
1. inspect the completed Property Inventory to ensure that:
    - a. the form was filled out according to the instructions in the Property Inventory book.
    - b. the property is being processed without delay and according to the policies and provisions of this order.
  2. sign the inventory form and record the date and time of signing in the "Approving Desk Sergeant" box, and then return it to the recovering officer.
  3. after receiving property from a recovering officer, provide safekeeping for the property until it can be sent to its destination.
  4. send the property without unnecessary delay to its destination via police mail.



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- a. If circumstances of the case require, direct the recovering officer to hand carry the property to its initial destination.
  - b. If the property is heavier than 20 pounds or one of its dimensions is larger than 18 inches, telephone the E&RPS for a special pickup.
  - c. If the property recovered is perishable, contact E&RPS for instructions.
5. be responsible for ensuring that all necessary receipts (i.e., signature of transporting officer, the Evidence Analysis and Evaluation Section Receipt for Exhibits and/or the receipt from inventory copy No. 2, etc.) are affixed to copy No. 3 of each completed Property Inventory within a reasonable time after the inventory is completed (normally 72 hours).
  6. place into the property transport pouch all inventoried monies and valuables (except property destined for direct delivery to the Medical Examiner's Office or to the Office of the Public Administrator). Insert the original copy of the inventory (with numbers showing) into the plastic window pocket located on the reverse side of the pouch, for transporting to the E&RPS.
  7. ensure that when a property transport pouch is not available for money or valuables, the officer who inventoried the property will hand carry the items to the E&RPS. If the money or jewelry listed on one inventory will not fit into one property pouch, it must be hand carried to E&RPS by the officer who inventoried the property.
  8. ensure that the property transport pouch is locked before it is transported.
- NOTE:** The property transport pouches will be used to transport inventoried monies and jewelry that can be accommodated within the pouch. These pouches will be used for transporting monies and jewelry from all police facilities to the E&RPS. The Police Document Service Section will be responsible for distributing the pouches. The keys for these pouches will be maintained only at the E&RPS. The E&RPS will inspect and direct the repair of the pouches. The lock on the pouches is arranged so that the keys can be removed from the lock when the lock is open. The pouches will be issued to the units in an open condition, with the plunger raised and with a special leather piece attached inside the pouch and positioned around the plunger so that it cannot be closed accidentally.
- The pouch is made ready for transporting by:
- a. removing the special leather piece around the plunger and inserting it inside the pouch.
  - b. fully closing the zipper.
  - c. pushing the lock mechanism down to lock the pouch. The pouch then can only be opened with a key. Place the white inventory form inside the plastic window pocket located on the outside of each pouch.
- C. The transporting officer will:**
1. sign and provide the removal information requested on the back of the Property Inventory copy No. 3.
  2. take custody of the property and deliver it to its initial destination.
  3. obtain a signed receipt from the person receiving the property.
  4. when delivering property to the Medical Examiner's Office:
    - a. obtain the signature of the receiving deputy medical examiner on the right front side of copy No. 1 (Recipient's Signature box).
    - b. sign the right front side of copy No. 1 (Officer's signature box).
    - c. give copy No. 4 to the deputy medical examiner and send copy No. 1 to the E&RPS.
- D. Evidence Analysis and Evaluation Section personnel will:**
1. take custody of any property sent to them and prepare a Criminalistics Division receipt (CPD-33.100, CPD-33.370 or CPD-33.400).
  2. send a copy of this receipt to the recovering unit for attachment to Property Inventory copy No. 3 and to E&RPS for attachment to Property Inventory copy No. 2.
  3. in addition, if the property was delivered via police mail, sign the Property Transmittal (CPD-34.654). If it was delivered by the recovering officer, give him a copy of the receipt.
- E. Evidence & Recovered Property Section personnel will:**
1. take custody of the property during the working hours of the E&RPS and at other times in emergency situations only.
  2. send the receipt portion of copy No. 2 of the Property Inventory to the unit of inventory for attachment to the related copy No. 3.
  3. in addition, if the property was delivered by police mail, sign the Property Transmittal. If it was delivered by the recovering officer, prepare a Property Receipt Sheet (CPD-34.509) and give him a copy.
  4. immediately secure all money or property that does not conform to the description section of the Property Inventory. The receiving officer will complete an Adjustment and Correction Sheet (CPD-34.531), indicating the correction and forward it to the unit of inventory. The original sheet will be attached to copy No. 1 of the Property Inventory, the duplicate sheet will be attached to copy No. 2, and the triplicate copy will be mailed to the inventorying officers' commanding officer for attachment to copy No. 3 in the unit's inventory book as the unit's record of correction. If a correction cannot be made, an E&RPS sergeant or his designee will request that the inventorying officers' watch commander/unit commanding officer order the officers to report to the E&RPS for the purpose of reconciling the discrepancy noted.

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3. maintain all keys to open the property transport pouches.

F. The unit commander will:

1. close out each Property Inventory book by:
  - a. ensuring that the receipt portion of copy No. 2 or a Criminalistics Division receipt is attached to each Copy No. 3, and
  - b. signing and dating the inside cover of each book to indicate that it is closed out.
  - c. being responsible for the disposition of property when the recovering officer is indisposed, e.g., death, separation, etc.
2. file the closed out inventory books and retain them for one year after the last entry.

#### IV. DISPOSAL OF PROPERTY

##### A. General Information

1. The recovering officer will ensure that the following kinds of property are returned to the owner without undue delay when such property is no longer needed by the Department:
  - a. Non-evidence.
  - b. Evidence which the court does not want or orders returned.
  - c. Seized property which belongs to a person who is released from police custody without being charged.
2. The following kinds of property will not be returned to the owner when such property is no longer needed by the Department:
  - a. Contraband.
  - b. Evidence being held by the written direction of a judge, state's attorney, or corporation counsel.
  - c. Property to be confiscated, held, or destroyed on order of the court.
  - d. Property whose ownership is in doubt. This property will be checked through Records Inquiry Section, N.C.I.C., follow-up investigations, etc.
3. When court directed disposition of property is required, the appearing officer will bring the property to court (unless it is too bulky) and request the court to order disposition of the property. If so ordered, the officer will obtain the signature of the judge and the court seal on Property Inventory copy No. 2, or other acceptable court forms.
4. If property which is removed from the E&RPS for court, showup, etc., is not disposed of, it will be returned to the E&RPS on the same day by the officer who removed it from the E&RPS.

##### B. Property Disposition Tracers

1. Recovered Property Disposition Tracers (CPD-34.500) will be sent to recovering officers within seven days after receipt of property at E&RPS. The recovering officer, unless relieved of the responsibility by the investigating officer, will provide instructions for the disposal of property which he inventories.
2. The recovering officer may, if the initial court date is within 15 days of receipt of the Recovered Property Disposition Tracer, hold the tracer until after his initial court appearance in order to secure the data necessary to complete the tracer.
3. A recovering officer who fails to return a Recovered Property Disposition Tracer within 30 days of receipt of the tracer will be required to appear at the E&RPS to report on the status of the recovered property.
4. When the officer to whom the tracer is addressed is on the medical roll, furlough, etc., and the officer is expected to return within 30 days, the member's commanding officer will annotate the tracer to reflect the officer's status and return the tracer to E&RPS.
5. When the officer to whom the tracer is addressed is separated from the Department, on a leave of absence over 30 days, or is on extended medical leave and not expected to return within 30 days, and no other member can provide the disposition, the commanding officer of the unit the recovering officer was assigned to at the time of recovery will be responsible for providing for the disposition of the property.

##### C. Return of Property to Owner

1. The recovering or investigating officer will:
  - a. provide the disposal information on the Property Inventory copy No. 3 and
    - (1) on the Property Release Order (CPD-34.554) only when the property is located at the E&RPS; or
    - (2) on the inventory form (copy No. 1) attached to the property if the property is in the officer's possession. These forms will be filled out in accordance with the instructions in the Property Inventory book.
  - b. obtain, on these forms, his watch commander's signature of approval for the release of the property.
  - c. either give the property to the owner or, if E&RPS is holding the property, give the completed, approved Property Release Order to the owner of the property.

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- d. if the property is given to the owner/agent, obtain the owner's/agent's signature, sign as a witness to the delivery, and send the inventory form which was attached to the property to the E&RPS via police mail.
- e. if it is determined that the property must be delivered to the owner, prepare a To-From-Subject report stating the reason for this service and obtain the signature of the unit commander. Present the approved report to the E&RPS and sign out the property on the Property Inventory copy No. 1. After delivering the property to the owner, the officer will obtain the owner's signature on the line entitled "Recipient" in section 3 on the reverse side of copy No. 2 of the Property Inventory. The officer will enter his signature on the line below the recipient's as a witness to the transaction and return the receipted copy No. 2 of the Property Inventory to E&RPS via police mail.

NOTE: A Property Release Order will not be issued when property is to be delivered by police personnel to an owner.

2. The watch commander or unit commander of the recovering or investigating officer will:
  - a. verify that the return of the property to its owner is proper and that the disposal information is correctly recorded on the proper forms.
  - b. sign the Property Release Order or the Property Inventory form attached to the property and copy No. 5 of the Property Inventory when the release of the property is approved.

#### D. Disposition of Property by Court

The officer appearing in court will:

1. obtain the judge's written disposal order, the court seal, and the judge's signature on the Property Inventory (front side of copy No. 1 or reverse side of copy No. 2).
2. sign the inventory form under the judge's signature on the front side of copy No. 1 or on the reverse side of copy No. 2 in the space provided.
3. deliver the property, as ordered by the court, to the person designated to receive it, obtain the recipient's signature, and sign as a witness to the delivery. If any other disposition is ordered by the court, the officer will deliver the property to the E&RPS.
4. deliver the Property Inventory copy, containing the delivery and/or disposal information to the E&RPS.

#### E. Disposal of Property by E&RPS

Evidence & Recovered Property Section personnel will:

1. dispose of property when authorized by the recovering officer, investigating officer, Juvenile Court Liaison officer or supervisor, judge, or otherwise by statute according to the procedures established by E&RPS.
2. only release property to a person who has:
  - a. a completed Property Release Order, or
  - b. a properly prepared legal court order, or
  - c. the recovering or investigating officer present with him.
3. release property during the published working hours established by the E&RPS.

#### F. Disposal of property by the Bomb and Arson Section

Whenever a member of the Bomb and Arson Section seizes or takes possession of any bomb, explosives or dangerous substance, and in his professional judgment determines it to be of such a nature as to make it dangerous or inadvisable to retain possession thereof, the substance will be disposed of in a reasonable manner. A photocopy of the explosive technician's report concerning the recovery and disposal of the property and a photocopy of the inventory will be forwarded by Department mail to the Department Custodian (Commander, General Support Division). Reference: Chapter 11, Section 11-18 M.C.C.

#### INSTRUCTION FOR FILLING OUT FORMS

##### A. The Property Inventory (CPD-34.523)

1. The recovering officer will insert the flap of the back cover or other hard-surfaced material behind copy No. 5, and clearly print with a black ink ballpoint pen, pressing hard enough to ensure that copy No. 5 is legible.
2. The recovering officer will provide the required inventory information following the instructions contained in the Property Inventory book.
3. If the inventoried property has been seized, the recovering officer will complete one of the statements printed on the back of copy No. 3. The directions for completing the appropriate statement are located at the right front side of copy No. 3.
4. When the property is to be disposed of by the recovering or investigating officer, he will record the disposal as follows:
  - a. Record the disposal of property not yet received at the E&RPS on copies No. 5 and No. 1. If all items on the inventory are being disposed of, provide the disposal information required on the front of the forms. For partial disposals, complete the information on the back of the forms using the same numbered line as the line on which the affected property is inventoried.

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- b. Record disposals of property already processed by the E&RPS on copy No. 2. Record both complete and partial disposal on the back of this form and indicate which inventory line numbers are affected.
  5. When the property is to be disposed of by the E&RPS, the recovering or investigating officer will provide written instructions for disposing of the property on the original inventory form.
- B. The Property Release Order (CPD-34.554)
  1. The recovering or investigating officer will fill out this form to authorize the E&RPS to release property to the owner or his agent. Use one Property Release Order form for each Property Inventory form.
  2. Most of the box headings on the form are self-explanatory and instructions are printed on the inside of the front cover of the Property Release Order book. The following heading, however, is more fully explained:
 

Release Property Listed Below to

Fill in the name of the owner or agent who will pick up the property at E&RPS. Be sure that the name and signature are identical to the document (drivers license, etc.) which will be used to establish his identity at E&RPS. A Social Security card is not identification.
- C. Personal Property Receipt (CPD-11.502)
  1. The lockup keeper or other assigned member receiving the property will print legibly on the form with a black ink ballpoint pen to record receipt of the property and sign the form on the appropriate line.
  2. Most of the information required is self-explanatory, but the following information is more fully explained:
    - a. When the Department member takes property into custody, the member will:
      - (1) have the property owner sign the property receipt in two places:
        - (a) On the line immediately following the last property item listed in the property listing area of the Owner's Receipt Copy.
        - (b) On the line provided on the Officer's Receipt stub.
      - (2) have a district desk officer or a Central Detention Section member sign the receipt in two places:
        - (a) On the line provided on the Owner's Receipt Copy.
        - (b) On the line provided on the Officer's Receipt stub.
      - (3) give the property owner the signed Owner's Receipt Copy.
      - (4) obtain the date of birth of the property owner from his identification papers or from the owner orally and print it in the space provided on the back of the Detention Facility Copy. Other numbered personal identifiers may also be inserted, e.g., drivers license number, etc.
    - b. When the Department member cannot obtain the property owner's signature, the member will:
      - (1) have the owner's fingerprint(s) imprinted on the back of the Detention Facility Copy in the space provided.
      - (2) indicate the finger(s) printed by captioning each, e.g., left hand index, right hand thumb, etc.
    - c. When the officer cannot obtain either the property owner's signature or his fingerprint(s), he will write a physical description of the property owner on the back of the Detention Facility Copy in the space provided.
    - d. Before the designated district desk officer or Central Detention designated member returns personal property to the claimant, the member will:
      - (1) request that the property claimant submit the Owner's Receipt Copy.
      - (2) ask the claimant for his birthdate and verify it by comparing it to the birthdate written on the back of the Detention Facility Copy.
      - (3) have the claimant sign his name and print his address on the back of the Owner's Receipt Copy (or back of the Detention Facility Copy).
      - (4) compare the claimant's signature with the signature on the Officer's Receipt stub attached to the property envelope or,
      - (5) identify the claimant satisfactorily from the birthdate information, fingerprint(s) and/or physical description information taken in lieu of signatures on the original receipt.
      - (6) sign the back of the Owner's Receipt Copy (or back of the Detention Facility Copy if the Owner's Receipt Copy is missing).
      - (7) return the property to the owner.
      - (8) attach the Owner's Receipt Copy to the corresponding Detention Facility Copy in the Personal Property Receipt book.
    - e. After completing the returning procedures, the member will return the Personal Property Receipt book to the lockup keeper.

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## VI. DISTRICT ANIMAL INVENTORY

- A. The basic purpose of inventorying animals is to provide the Department with a record of the actions involved in accepting and/or releasing animals.
- B. Animals which are arrestee's property, all biter animals and those stray animals kept at district stations, whether brought in by a citizen or a police officer, will be inventoried on the Animal Inventory form (ACC-3230-3).
  - 1. The original (white) copy will be given to the Animal Control Center representative removing the animal. If the animal is disposed of other than to an Animal Control Center representative, the original will be mailed to the Animal Control Center, 3400 South Lawndale Avenue.
  - 2. The first copy (yellow) will be issued as a receipt to a citizen who turns in an animal or to the animal owner.
  - 3. The second copy (pink) will be retained as a district record for 90 days and then destroyed.
  - 4. The third copy (buff) will be given to the animal control representative removing the animal. If the animal is disposed of in any other manner, this copy will be destroyed.
- C. Signatures are required in the "Disposition of Animal" box as follows:
  - 1. If an animal is released to a representative of the Animal Control Center or a private humane organization, the representative will sign his name in the space provided.
  - 2. When an animal is returned to its owner at the district, the owner's signature is required in the space provided.
  - 3. The police officer releasing the animal will sign his name, star number, date, and time and beat number in the appropriate boxes on the form.

## VII. EVIDENCE VIALS

- A. An evidence vial may be used to secure a sample of an evidentiary substance such as liquor, gasoline, etc., which:
  - 1. is to be inventoried and transported to the Criminalistics Division for analysis.
  - 2. is found without a container or in one that is opened or inadequate.
  - 3. would otherwise leak or dissipate if left in its natural state or in an inadequate container.
  - 4. is of no monetary value as found, and
  - 5. does not require total seizure for evidentiary purposes. (Vials will not be used for substances such as suspected controlled substances/cannabis substances where proof of quantity has a direct bearing on a case.)
- B. A sample of such a substance may be put into an evidence vial and the remainder, but not the container, will be properly discarded.
- C. The Property Inventory number will be printed or typed on a gummed label which will then be affixed to the vial.
- D. The evidence vial will be attached to the original container by using transparent tape.
- E. The Property Inventory form (CPD-34.523) will be completed in accordance with the instructions describing the suspected contents and, in addition, indicating the approximate quantity originally found (e.g., one quart bottle of amber liquor, approximately half full).
- F. Unopened or securely contained substances will be inventoried and transported as found. Original containers will not be opened in order to use the evidence vials.
- G. Evidence vials may be requisitioned from the Equipment and Supplies Section, and, in emergency situations, an evidence technician may be called to provide a needed vial.

## VIII. INVENTORYING OBSCENE OR PORNOGRAPHIC MATERIAL (BOOKS, MAGAZINES OR FILMS)

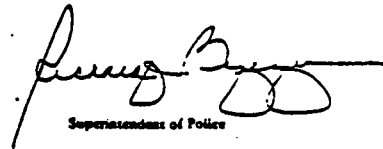
- A. Copies of obscene or pornographic material which were purchased or obtained without a search warrant will not be inventoried.
- B. The Prostitution and Obscene Matter Unit of the Vice Control Section will review the evidence submitted, confer with the investigating officer when necessary and direct cases which appear to have sufficient evidence for prosecution to the Corporation Counsel. The Corporation Counsel will issue a receipt for all materials submitted as evidence.
- C. Obscene or pornographic materials seized with or incident to the execution of a search warrant will be inventoried in accordance with this order and the current Department Special Order entitled "Search Warrants."

## IX. INVENTORYING MONEY

- A. General Information
  - 1. Inventoried monies which are not specifically excluded by this order will be deposited in a bank account by the E&RPS.
  - 2. Inventories of monies which will not be deposited will include:
    - a. those monies for which the serial numbers have been recorded on the inventory to be used as evidence, or specifically marked by a police officer as evidence.
    - b. foreign coins or currency.
    - c. rare or valuable coins or currency which have a real value greater than the face value (e.g., silver coins 1964 and older).

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3. When monies are to be stored in the E&RPS and not deposited in the bank, the inventorying officer will:
    - a. enter the words "DO NOT DEPOSIT" on the last line of the Property Inventory and check the appropriate box.
    - b. prepare a To-From-Subject report, stating the reason this money is not to be deposited, obtain the desk sergeant's approval and forward the report to the Commanding Officer of the E&RPS.
  4. Supervisors will ensure that "DO NOT DEPOSIT" requests conform with the provisions of this order. Large amounts of money from one inventory which will not fit into one property transport pouch must be hand carried to E&RPS.
- B. Monies already received by the Evidence and Recovered Property Section
- The recovering officer will:
1. indicate the disposition of the money by checking the appropriate box on the Recovered Property Disposition Tracer (CPD-34.500).
  2. in those instances when monies must be held by the E&RPS longer than the time period specified on the tracer, forward a To-From-Subject report, approved by a watch commander, to the Commanding Officer of the E&RPS, justifying this recommendation.



Superintendent of Police

Indicates new or revised items.

147-79 JSB

	<b>DEPARTMENT SPECIAL ORDER</b>		<b>DATE OF ISSUE</b>	<b>EFFECTIVE DATE</b>	<b>NO.</b>
			9 October 1981	10 October 1981	31-27
<b>SUBJECT</b>			<b>DISTRICT</b>	<b>AMEND</b>	
PROCESSING EVIDENCE IN NARCOTIC ARRESTS			B		
<b>RELATED DIRECTIVES</b>				<b>RESCINDS</b>	
General Orders: Inventory System for Property Taken into Custody; Department Organization for Command				Department Special Order 76-14	

**I. PURPOSE**

This order:

- A. defines responsibilities for narcotic law enforcement.
- B. outlines procedures for processing narcotic evidence which has been seized.
- C. provides guidelines for completing court complaint forms, prepared by the arresting officer, for violations of the Cannabis Control Act and the Controlled Substances Act (IRS Chapter 564, Sections 704, 705, 1401 and 1402).
- D. provides guidelines for disposing of seized narcotics.

**II. RESPONSIBILITIES FOR NARCOTIC LAW ENFORCEMENT**

- A. District commanders are responsible for the suppression of illegal narcotic activity and will continually utilize beat and tactical officers to this end.
- B. The Narcotic Section of the Organized Crime Division is responsible for:
  1. suppressing large-scale illegal narcotic traffic activities and those which transcend district boundaries by the identification and arrest of the person (s) responsible.
  2. maintaining files on all known major narcotic violators and making this information available to members of other units of the Department on a need-to-know basis.
  3. maintaining liaison with the local, county, state and federal agencies regarding narcotic investigation.
  4. assisting other units of the Department, at their request, in conducting narcotic investigations when such assistance is indicated by the nature of the case.

**III. NARCOTIC LOCKERS AND SCALES**

- A. Narcotic lockers and scales have been installed in the Crime Laboratory Division and all district facilities except the First District. The First District and the Narcotic Section of the Organized Crime Division will utilize the narcotic lockers and scales in the Crime Laboratory Division. All other units will utilize the lockers and scales at the district of arrest or seizure.
- B. Narcotic evidence which is deposited in a narcotic locker at a district facility will be inventoried in the Property Inventory book (CPD-34.523) at that district.
- C. Responsibility assigned to desk sergeants in this order will also apply to personnel assigned to the desk of the Crime Laboratory Division.

**IV. EVIDENCE**

- A. When an officer seizes material which is suspected to be narcotics, or narcotic paraphernalia containing residue to be analyzed, the officer will secure it without delay and, keeping it in his possession, he will:
  1. mark it for identification, if applicable.
  2. inventory it in the Property Inventory book in accordance with current Department procedures.
    - a. Whenever physical evidence is recovered from an individual, all the narcotic related evidence seized will be listed together on a separate inventory.
    - b. The amount of narcotic evidence should be described and specified on the inventory, (e.g. one bottle containing 40 pink pills, two bags of crushed green plant, etc.). The analysis of each item will be provided by the Crime Laboratory Division.
  3. place the evidence in an Evidence Envelope (CPD-11.511), in the presence of the desk sergeant and attach the original copy of the Property Inventory and a Court Notification-Narcotics card (CPD-33.317), which has been completed in accordance with Item V. Fill in all of the requested information on the face of the envelope, and:
    - a. seal the envelope with the evidence enclosed and place his signature across the flap of the envelope. In addition, transparent cellophane tape will be placed over the signature and the sealed seams of the envelope.

**Exhibit A - Attachment 2**



- b. enter the inventory number, date and time, and his signature on the Narcotic Evidence Log and Transmittal, (CPD-33.335) and place the sealed envelope in the narcotic locker.
  - c. for those seizures which are of large quantities, deliver in person, as quickly as possible, the envelope, its contents and the original copy of the Property Inventory form to the Crime Laboratory Division. For the purpose of this order, large quantities are intended to mean evidence which will not fit in the opening of the narcotic locker. Officers will not break up a seizure into a series of inventories for the purpose of fitting the seizure into the narcotic locker.
- B. Bulk Seizures**
- 1. When a large amount of narcotic evidence, (a bulk seizure) has been seized, the recovering officer will:
    - a. inventory it in the Property Inventory book in accordance with current Department directives.
    - b. deliver the suspected narcotics to the Crime Laboratory Division which will take charge of the seizure, identify it and divide the suspected narcotic evidence into two portions: one, a representative sample containing a sufficient amount of narcotics to sustain the charge; the other containing the majority of the evidence seized.
  - 2. The Chemistry Section of the Crime Laboratory Division will:
    - a. photograph, weigh and analyze the entire amount seized and include this information on the Crime Laboratory Division Laboratory Report (CPD-33.320).
    - b. prepare a Court Order (CPD-34.311-C) in duplicate. The original copy of the Court Order will be forwarded to the recovering officer with the Crime Laboratory Division Laboratory Report. The duplicate copy will be forwarded with the evidence to the Evidence and Recovered Property Section, which will take charge of the evidence.
  - 3. The recovering officer:
    - a. has the responsibility to submit the Court Order to the court at the next hearing for the authorization to destroy the majority of the seizure.
    - b. will return the Court Order, if obtained, to the Evidence and Recovered Property Section as soon as possible for disposition according to law.
- C. Narcotic Paraphernalia**
- 1. Any instrument, product or equipment used in conjunction with a narcotic drug is considered narcotic paraphernalia. These include:
    - a. hypodermic needle or syringe; bottle cap;
    - b. foil wrapper; spoon; scale;
    - c. water pipe; clip; cigarette paper.
  - 2. When such paraphernalia contains a sufficient amount of narcotic residue suitable for analysis, it will be forwarded to the Crime Laboratory Division. Otherwise, the paraphernalia will be marked and turned over to the Evidence and Recovered Property Section to be held as evidence.
  - 3. As a safety measure, whenever forwarding any pin, needle or other article having a sharp point, the recovering officer will:
    - a. print on the outside of the Evidence Envelope the warning "CAUTION: SHARP INSTRUMENT" in bold letters.
    - b. ensure that it is properly secured before placing it in the Evidence Envelope (a piece of cork, empty paper matchbook cover, etc.).
- D. When a narcotic arrest is effected, the arresting officer will:**
- 1. indicate in the appropriate box on the field case report that an additional copy of the case report be forwarded to the Narcotic Section of the Organized Crime Division if a Vice Case Report is not used. The field case report will include the offender's physical description and the Central Booking Number.
  - 2. place the proper charges, prepare the appropriate court complaints as outlined in Item VI of this order, and submit the complaints to the desk sergeant, who will process the complaints in conformance with Department directives.
- E. The desk sergeant:**
- 1. will verify that the contents placed in the Evidence Envelope correspond to the description of the contents indicated on the face of the envelope. He will ensure that the evidence has been deposited in the narcotic locker and sign his name on the Narcotic Evidence Log and Transmittal.
  - 2. will accept the receipted Narcotic Evidence Log and Transmittal from the Crime Laboratory Division officer. The receipted copy will be filed and retained at the district desk.
  - 3. is responsible for the security of the evidence deposited in the narcotic locker.

4. is responsible for ensuring that the narcotic locker and scale in his unit are not misused.
  - F. Personnel of the Crime Laboratory Division will:
    1. remove the contents of the narcotic locker and check each envelope to ascertain if it is properly sealed, inventoried and has a completed Court Notification-Narcotics card attached.
    2. enter the Chemistry Laboratory Case Number on the transmittal log, inventory, and Court Notification-Narcotics card. After verifying that the contents of the locker agree with the entries on the Narcotic Evidence Log and Transmittal, receipt the log.
    3. sign and provide the removal information required on the fifth copy of the Property Inventory.
    4. transport the evidence removed from the locker and the first copy of the Evidence Log and Transmittal to the Chemistry Section of the Crime Laboratory Division.
    5. complete, in quadruplicate, a Receipt for Exhibits (CPD-33.100) for each case received.
    6. for those cases in which the seizing officer has delivered evidence personally to the Chemistry Section, give the officer a copy of the Receipt for Exhibits.
    7. ensure that evidence suspected or found to be narcotics is handled by as few persons as necessary.
  - G. Whenever a Crime Laboratory Division chemist opens an envelope containing evidence suspected or found to be narcotics for laboratory examination, he will:
    1. place the evidence and the opened envelope in a transparent polyethylene bag, and.
    2. complete all required information and attach the white copy of the inventory to the bag.
  - H. Whenever an officer opens a polyethylene envelope containing evidence for court presentation, he will:
    1. make certain that he does not deface the information on the front and back of the original envelope.
    2. sign his name and print or type his unit of assignment, date and time of the opening, and reason for opening on the front of a new Evidence Envelope.
    3. place the envelope, polyethylene envelope, and original envelope into a new Evidence Envelope which will contain the same data on the front and back as noted on the original Evidence Envelope.
    4. deliver in person the new envelope and contents to the Crime Laboratory Division where the contents will be verified and he will receive a new receipt bearing the original Laboratory Case Number.
- V. COURT NOTIFICATION - NARCOTICS (CPD-33.317)
- A. Blank cards will be stored in the Chemistry Section of the Crime Laboratory Division and at district facilities.
  - B. The officer who seizes suspected narcotics will:
    1. enter on the card all required information. He will staple the completed card to the back of the Evidence Envelope before placing the envelope in the narcotics locker.
    2. if required to deliver evidence personally to the Crime Laboratory Division, complete a Court Notification-Narcotics card and submit it with the narcotic evidence.
    3. after his first court appearance, if he has not received a Laboratory Report, prepare a second Court Notification-Narcotics card completing all required information and forward the completed card to the Crime Laboratory Division. The Laboratory Number can be obtained from the receipted copy of the Narcotic Evidence Log and Transmittal.
- NOTE: If the case is disposed of on the first court appearance or subsequent court appearance and a laboratory report has not been received, the officer appearing in court will submit a Court Notification-Narcotics card to the Crime Laboratory Division indicating the disposition of the case.

#### VI. PREPARATION OF COURT COMPLAINTS FOR NARCOTIC VIOLATIONS

- A. Controlled Substances Act (heroin, cocaine, etc.)
 

Arresting officers will prepare felony court complaints for violations of the Controlled Substances Act, Chapter 56½, Section 1401 or 1402, as shown on the sample copy of the court complaint accompanying this order (see Addendum 1).
- B. Cannabis Control Act (marijuana, hashish, etc.)
  1. Arresting officers will prepare either a felony or a misdemeanor court complaint for violations of the Cannabis Control Act, Chapter 56½, Section 704 or 705, as shown on the sample copy of the court complaints accompanying this order (see Addenda 2 and 3).
  2. Felony complaints will be prepared for the following:
    - (a) first offense for possession of over 30 grams of cannabis.
    - (b) second and subsequent offenses, after conviction of a first offense, for possession of over 10 grams of cannabis.
    - (c) delivery of over 10 grams of cannabis.

3. Misdemeanor complaints will be prepared in all other cases involving possession or delivery of lesser amounts of cannabis.
4. Narcotic scales are available to determine the approximate weight of suspect cannabis for the purpose of determining whether felony or misdemeanor charges will be cited. The approximate weight will be indicated on the initially prepared court complaints.

NOTE: Initial court complaints will be amended at the court hearing by the assistant state's attorney to conform to the Laboratory Report prepared by the Crime Laboratory Division.

**VII.****DISPOSITION OF EVIDENCE**

- A. In all cases, the seizing officer will request from the presiding judge, through the assistant state's attorney, a court order directing that the narcotic evidence be disposed of according to law. The court order signed by the judge will be returned to the Evidence and Recovered Property Section.
- B. The officer appearing in court will return all unopened narcotic evidence packages to the Evidence and Recovered Property Section. Narcotic evidence must be returned by the recovering officer or detective who withdrew it.


Authenticated by:



Richard J. Brzeczek  
Superintendent of Police

Indicates new or revised item

15-81 CMK

	DEPARTMENT SPECIAL ORDER	DATE OF ISSUE	EFFECTIVE DATE	NO.
		23 October 1985	24 October 1985	81-27A
SUBJECT		DISTRI- BUTION	AMENDS	
PROCESSING EVIDENCE IN NARCOTIC ARRESTS		B	Department Special Order 81-27	
RELATED DIRECTIVES		RESCINDS		
General Orders: Inventory System for Property Taken Into Custody; Department Organization for Command				

I. Item IV-B-2-a is amended and will read as follows:

2. The Controlled Substances Unit of the Crime Laboratory Division will:

- a. photograph and weigh the entire amount seized, analyze a sample sufficient to ensure that prosecution of the most serious offense is possible and include this information on the Laboratory Report (CPD-33.320) if the evidence is a controlled substance, or the Laboratory Receipt/Supplementary Report (CPD-33.322) if the evidence is a cannabis substance.

II. Item IV-F-5 is amended and will read as follows:

F. Personnel of the Crime Laboratory Division will:

5. complete in quadruplicate a:

- a. Receipt for Exhibits (CPD-33.100) for controlled substances received or
- b. Laboratory Receipt/Supplementary Report for cannabis substances received.

Authenticated by:

ggc

Fred Rice  
Superintendent of Police

85-92 CA



## DEPARTMENT SPECIAL ORDER

DATE OF ISSUE

19 June 1987

EFFECTIVE DATE

20 June 1987

NO.

81-27B

SUBJECT

PROCESSING EVIDENCE IN NARCOTIC ARRESTS

DISTRIB.  
UTION

B

AMEROS

Department Special  
Order 81-27

RELATED DIRECTIVES

RESCINDS

Teletype Order No. 07766

## I. PURPOSE

This amendment:

- A. outlines responsibilities for the dissemination of Laboratory Reports (CPD-33.320-B).
- B. initiates the use of the Transmittal Listing/Laboratory Reports - Exceptional Cases form (CPD-33.321).

## II. Item VIII is added and will read as follows:

## VIII. DISSEMINATION OF LABORATORY REPORTS

## A. The Director of the Crime Laboratory Division will ensure that:

- 1. copies of Laboratory Reports are distributed in the following manner, whenever analysis indicates that:

- a. one or more items on a Property Inventory is either a controlled substance or cannabis.

- (1) Original and copy 4 - Crime Laboratory Division.
- (2) Copy 2 - Assistant State's Attorney - Narcotics Section, 2600 South California Avenue.
- (3) Copy 3 - Arresting officer.

- b. none of the items on a Property Inventory is either a controlled substance or cannabis.

- (1) Original and copy 4 - Crime Laboratory Division.
- (2) Copy 2 - Crime Laboratory Division personnel will prepare a Transmittal Listing/Laboratory Reports - Exceptional Cases form (transmittal listing) in duplicate, attach the copies of the Laboratory Reports to the original transmittal listing and forward them to the court sergeant assigned to the appropriate Narcotic Court. The duplicate copy of the transmittal listing will be kept until return of the original and then destroyed.
- (3) Copy 3 - Arresting officer.

- 2. transmittal listings returned from court sergeants are properly filed.

## B. Whenever a court sergeant receives a transmittal listing from the Crime Laboratory Division, he will:

- 1. ensure that the RD numbers of the Laboratory Reports received correspond to the RD numbers listed on the transmittal listing.
- 2. give the copies of the Laboratory Reports to the Assistant State's Attorney assigned to the court and request that the Assistant State's Attorney enter his printed name and signature on the transmittal listing as a receipt.
- 3. enter his printed name and sign the form in the spaces provided.
- 4. promptly return the signed transmittal listing to the Crime Laboratory Division.

## C. Officers who do not receive a Laboratory Report within 4 days prior to the court date will contact the Crime Laboratory Division at PAX 0-288 or Centrex 4-5528, between 0700 - 1400 hours, Monday through Friday, to determine the status of the analysis.

Authenticated by:

JVC / WJH

Fred Rice  
Superintendent of Police

87-064 DF

**Exhibit A - Attachment 3**

CRIME LABORATORY DIVISION SPECIAL ORDER	16 SEPTEMBER 1988	ATTACHMENT 3 5 22 SEPTEMBER 1988
ANALYSIS OF CONTROLLED SUBSTANCES		
Processing Evidence in Narcotics Arrests SO-01-27		

## I. PURPOSE

This order:

- A. defines certain terms which pertain to the analysis of controlled substances,
- B. outlines the duties and responsibilities of the Controlled Substances Unit supervisor and analysts, and
- C. establishes procedures for the analysis of controlled substances.

## II. DEFINITIONS

- A. Controlled Substance Case - Those cases suspected of containing a substance(s) listed in the Illinois Controlled Substance Act (August 16, 1971) and/or the Cannabis Control Act (August 16, 1971).
- B. Preliminary Testing (PT) - The testing of suspected controlled substances utilizing color identity tests and microcrystalline techniques in conjunction with ultraviolet spectrophotometric analysis to determine the probable presence of a controlled substance.
- C. Confirmatory Analysis - The analysis of suspected controlled substance(s) utilizing those procedures for preliminary testing in conjunction with confirmatory instrumental analysis (infrared spectroscopy, gas chromatography, gas chromatography/mass spectrometry [GC/MS], etc.) in order to determine and confirm the actual presence of a controlled substance. A confirmatory analysis may also include thin layer chromatography, diffusion plates, polarimetry or any other methodology or technique necessary to confirm the identity or negate the presence of a controlled substance.
- D. Complete Analysis - The analysis performed under court order that mandates that a specific type testing, analysis or procedure be performed on all items contained in a given exhibit or case.
- E. Determined Case - A controlled substance case which has been judged to be either suitable or unsuitable for preliminary testing.

## III. CONTROLLED SUBSTANCE CASES

## A. Cases requiring a confirmatory analysis

1. Controlled substance cases that are determined to be unsuitable for preliminary testing procedures.
  2. Cases which have been subjected to preliminary testing and found to be unsuitable for reporting as "probable presence of."
  3. Plant material which has been adulterated with a controlled substance.
  4. Cases which consist of "paraphernalia" that may have been used, contains a liquid or residue etc.
  5. Cases which consist of only liquid exhibits.
  6. Cases which involve either Class 1 or Class X felonies.
  7. Cases which have been tested by the preliminary testing procedure and resulted in a finding of "Probable Cause" at the Preliminary Hearing and are now in need of a confirmatory analysis for the Trial Court.
  8. Cases which are submitted as Confidential Investigations or Controlled Buys.
  9. Cases which are submitted by Office of Professional Standards personnel.
  10. Cases which involve Complaint Register Investigations or other Department internal investigations.
  11. Cases in which analysis is necessary for the issuance of a warrant.
  12. Cases submitted to the Controlled Substances Unit by outside agencies.
- B. Controlled Substances cases which include multiple exhibits, some of which are suitable and some of which are not suitable for P.T. will be handled as follows:
- a. Those exhibits suitable for P.T. will be subjected to P.T. only.
  - b. Those exhibits not suitable for P.T. will be subjected to C.A.



## IV. POLICY

## A. Cases requiring GC/MS analysis

- 1.. The Controlled Substances Unit will establish and maintain a log for those cases submitted for GC/MS analysis. The log will contain the following information:
  - a. R.D. Number (Case Number)
  - b. Court date
  - c. Submitting analyst's name or initials
  - d. Date of submission
  - e. Date of completion
  - f. Name or initials of GC/MS operator who accepted the case
  - g. Name or initials of GC/MS operator who performed the analysis
  - h. Date the case was returned to the submitting analyst when completion by the court date is impossible
  - i. Reason for returning an uncompleted case (five day rule, instrument not functioning, air conditioning out, etc.)
2. The "five day" rule is hereby established for cases submitted for GC/MS analysis
  - a. If a case comes within five days of its court date and cannot be completed, it shall be returned to the original analyst.
  - b. The analyst will complete the case according to the "rule" established under analysts' responsibilities

## B. Cases originally P.T.'ed which now require confirmatory analysis

1. Requests for confirmatory analysis on previously P.T. cases will be directed to the C.O. of the Criminalistics Section or in his/her absence to the Controlled Substances Unit Supervisor or his/her designated replacement.
2. Request for C.A. must be in writing and will include:
  - a. Name of requestor
  - b. R.D. Number
  - c. Type of additional or confirmatory analysis requested
  - d. Reason for additional analysis or C.A.
  - e. Trial date

## V. SUPERVISOR'S RESPONSIBILITIES

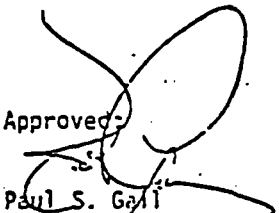
- A. The daily assignment of cases (Controlled Substances and Cannabis) to be analyzed
- B. The collection of completed cases (worksheets and instrumental data) on a daily basis
- C. The collection and maintenance of the analysts' daily activity worksheets
- D. The collection, on a weekly basis, of a listing of the "backlog" cases held by each analyst and a determination of the reason(s) for the backlog
- E. The taking of appropriate steps to reduce or eliminate the backlog of the analysts
- F. The preparation of a monthly TO/FROM directed to the C.O. of the Criminalistics Section apprising him/her on the status of the "backlog" cases
- G. The approval for proceeding to C.A., of determined P.T. cases when P.T. is inconclusive
- H. The approval or disapproval (initials and date) of all submissions to the GC/MS
- I. The collection and redistribution of "backlog" cases held by an analyst scheduled for furlough, specialized training, etc.
- J. The regular review of exhibits awaiting GC/MS analysis and the return of those cases which fall within the "five day" rule. (This is to be done by the analyst or supervisor assigned to the GC/MS)

## VI. ANALYSTS RESPONSIBILITIES

- A. To insure that the integrity of each assigned case has not been violated.
- B. To immediately convey to the Unit Supervisor or his/her designated replacement any discrepancies. Corrective action will be initiated immediately.
- C. To prepare a daily activity sheet and submit same to the Unit Supervisor or his/her designated replacement
- D. To prepare a weekly listing of all backlog cases in their possession. The listing will include the reason as to why each case is backlogged

- E. To present to the Unit Supervisor for evaluation acquired data on these exhibits which does not substantiate an identification.
- F. To consult with the Unit Supervisor or his/her designated replacement concerning possible "GC/MS candidate" cases and obtain his/her approval or disapproval.
- G. To submit to the Unit Supervisor all backlog cases with a listing of the court dates for each case prior to furlough, specialized training course, etc.
- H. To contact the investigating officer concerning GC/MS cases which cannot be completed and inform him/her of the status of the case, how the analysis will be reported and the interpretation of the results. The analyst will note on his/her worksheet the time, date and person contacted (Five Day Rule).
- I. To prepare a TO/FROM to the C.O. of the Criminalistics Section with the approval of the Controlled Substances Unit Supervisor on those cases where a request in writing, for complete analysis from the State's Attorneys Office, Investigating officer(s), Office of Professional Standards, etc. have been completed. The TO/FROM will include the R.D. number, the date(s) the analysis was conducted, the number of hours or days required to complete the analysis, the number of items tested, the designated court date and any pertinent information which will clarify any extenuating circumstances connected with the case.

Approved:

  
Paul S. Gail  
Director  
Crime Laboratory Division



Robert A. Boese  
Commanding Officer  
Criminalistics Section

*Exhibit "A".*

*Attachment 4.*

*Chicago Police Department*

*Crime Laboratory Division*

*Division Notice 87-1*

*Narcotic Analysis By Outside Vendors.*

I. Purpose

This notice is to inform division members of the procedures to be followed when narcotics are to be analyzed by an outside vendor.

II. Crime Laboratory Procedures

A. Case Criteria

Only cases meeting the following criteria will be chosen by the Controlled Substance Unit supervisor for outside vendor analysis:

1. Cases having scheduled court dates from one to four weeks from the date of submission to the vendor.

2. No OCD/Narcotics Unit cases will be submitted for outside vendor analysis.
3. Only cases identified as consisting of only one type of contraband. Multiple exhibits of the same type of contraband may be submitted.
4. No Marijuana cases will qualify.

B. Submission Procedures

Each day a Criminalist will be selected in rotation to prepare designated cases for submission to the outside vendor. The same individual will be responsible for those cases, both when being sent to the vendor and when they are returned.

The selected Criminalist will:

1. check each case for proper completion of all documentation. He/she will assure that all numbers, names and data are properly recorded.
2. open each narcotic envelope to assure that the contents agreed in number with that stated on the Property Inventory. If any discrepancy is noted that case will be returned to the supervisor who will follow normal discrepancy procedures.
3. if the contents and Property Inventory agree, reseal the envelope with cellophane tape, place the envelope in a plastic bag, and heat seal it.
4. note the verification of contents on the original of the receipt.

5. list the verified cases on a transmittal by R.D. number and Property Inventory number and turn the cases over to the police officer acting as messenger.
6. place the white copy of the Property Inventory and the original of the receipt in a suspense file in the Controlled Substance Unit.

C. Return of Evidence from Vendor

When evidence is returned from the vendor after analysis, the assigned Criminalist will:

1. receive the evidence from the police officer acting as messenger.
2. open the sealed plastic bag and the narcotics envelope and again verify that the contents agree with that listed on the Property Inventory.
3. the narcotic envelope will be sealed with tape and heat sealed in a new plastic bag along with the plastic bag used to transport the evidence to the vendor.
4. verify that the report from the vendor is correct, i.e. identifiers and data correspond with the number of items submitted for analysis.
5. bring to the attention of the unit supervisor any discrepancies noted.
6. follow current division procedures relating to evidence handling and report routing when all evidence and reports are returned from the vendor as specified in this order.

III. Messenger Procedures

- A. Each weekday a sworn member of the Crime Laboratory Division will be assigned to transport to the vendor's place of business evidence to be analyzed. All such evidence will be listed on a single transmittal form consisting of an original and a carbon copy.
- B. Each weekday a sworn member of the Crime Laboratory Division will be assigned to pickup all evidence listed on a single transmittal submitted to the vendor two business days previously.
- C. Upon receiving evidence from a Criminalist to be transported to the vendor, the messenger will verify that the evidence received corresponds with that noted on the transmittal.
- D. When turning the evidence over to the vendor, the messenger will obtain the signature of the vendor's representative on the transmittal. The original copy of the transmittal will then be returned to the Controlled Substance Unit and placed in the suspense file. The carbon copy of the transmittal will be left with the vendor.
- E. Upon receiving evidence from the vendor the messenger will ensure that *all* evidence listed on the transmittal is accounted for. He will then sign both the original and carbon copies of the transmittal, returning the original to the Crime Laboratory Division and leaving the carbon copy with the vendor.
- F. The evidence picked up, along with the original of the transmittal, will be turned over to the Criminalist who prepared the transmittal or in his/her absence, the supervisor of the Controlled Substance Unit.

#### IV. Vendor Procedure

A vendor will be contracted for an indeterminate period and will be required to adhere to the following procedures:

- A. The vendor will:
  - 1. have a representative sign the transmittal when receiving the cases submitted for analysis.
  - 2. have the analyst open the sealed plastic bag by signing and dating the bag just below the Crime Laboratory heat seal, and cutting through the signature.
  - 3. have the analyst open the narcotic envelope by signing and dating it then cutting through the signature.

4. perform a preliminary and confirmatory analysis by GC/MS of all drugs submitted. When a case consists of multiple containers of the same drug, a representative sample will be analyzed. This sample will consist of 10% of the containers, but in no case less than two.
5. upon completion of the analysis, return the sample(s) to the narcotic envelope, sealing the opening with clear tape. The narcotic envelope will then be resealed in the plastic bag.
6. prepare a type written report of the results of their analysis which will include the following information:
  - a) Case name
  - b) Date the evidence was received by the vendor
  - c) Property Inventory number
  - d) R.D. number
  - e) Date of analysis
  - f) General description of the evidence.
    - ex. 3 foil packets containing tan powder
    - ex. 2 paper packets containing white powder
    - ex. 4 yellow tablets labeled "Roche 5 Valium"
  - g) Number of items and weights of evidence analyzed to be reported as:
    - (1) T.I.R. (Total Items Received)
    - (2) T.I.T. (Total Items Tested)
    - (3) T.W.T. (Total Weight Tested)
    - (4) T.E.W. (Total Estimated Weight)

Note: Weight is to be measured in grams to the thousandth, but written report of the vendor will note the weight to the hundredth place.



- h) A sentence specifying the types of analytical techniques employed in the analysis, such as preliminary testing by TLC, crystals, UV and color and confirmatory analysis by GC/MS.
  - i) The signature of the analyst.
- B. The Vendor will furnish a copy of the above report immediately at the time of completion of the analysis along with a copy of the analyst's notes and any instrumental data, i.e. spectral charts.
- C. All cases listed on a transmittal will be signed over to the Crime Laboratory messenger on the same transmittal used for receipt. If, for any reason, any cases are not analyzed, they will be returned with the same group of cases with which they were received.
- D. The time period allowed for the vendor to complete the confirmatory analysis and prepare a written report on all cases listed on a transmittal will be 48 hours from the time the lot is received by the vendor.
- E. Charges are not to exceed \$60.00 per case, with a case consisting of a single drug listed on a one Property Inventory form. This charge is to cover confirmatory analysis and the completion of a written report of the results of such analysis.
- F. Expert testimony is to be provided by the vendor on a no-cost basis.
- G. The vendor is to assume all liability for any erroneous or inaccurate analysis or report of analysis.
- H. This agreement may be terminated at any time at the discretion of the Chicago Police Department.

Paul S. Gall  
Director  
Crime Laboratory Division

*Exhibit "B".*

*Budget.*

*Chicago Police Department*  
*Chicago Crime Laboratory Upgrade Program.*

*Identification Of Sources Of Funding.*

	Source	Amount
Federal Amount:	State and Local Law Enforcement Assistance Act (FFY 87)	\$1,020,000
	Subtotal	\$1,020,000
Match:	Chicago Police Department	\$340,000
	Subtotal	\$340,000
Anticipated Program Income:	Not Applicable	\$0
	Subtotal	\$0
Non-Match Funds:	Not Applicable	\$0
	Subtotal	\$0
	Grand Total	\$1,360,000

## Exhibit B - Budget

## Chicago Police Crime Laboratory Upgrade Program

## Personnel Services

Job Title	Annual Salary	# Month's On Program	% Time On Program	Federal Amount	Local Cash Contribution	Total Cost
Criminalist III	\$ 33,534	15	100	\$ 43,368 *	0 \$	43,368 *
Criminalist II (2)	\$ 27,618	15	100	\$ 71,403 *	0 \$	71,403 *
Criminalist I (9)	\$ 20,555	15	100	\$ 244,323 *	0 \$	244,323 *
Criminologic Aide (3)	\$ 14,639	15	100	\$ 57,910 *	0 \$	57,910 *
Senior Clerk (2)	\$ 12,131	15	100	\$ 32,008 *	0 \$	32,008 *
			SubTotal	\$ 449,012	0 \$	449,012
			Social Security	0 \$	0 \$	0
			Other Fringe Benefits	0 \$	157,154 \$	157,154
			TOTAL PERSONNEL COST	\$ 449,012	\$ 157,154	\$ 606,166

\* Includes a scheduled salary adjustment and an anticipated 1988 increase of 4%.

## Equipment

QTY/ Unit Cost	Description	Federal Amount	Local Cash Contribution	Total Cost
3/\$73,900	GC/MSD	\$ 221,700	0 \$	221,700
1/\$76,418	Upgrade MSD and GS/MS	\$ 76,418	0 \$	76,418
6/\$1,715	Electric Balance	\$ 10,290	0 \$	10,290

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Office of Federal Assistance Programs

## Exhibit B - Budget

## Chicago Police Crime Laboratory Upgrade Program

3/\$1,920	Light Microscope	\$	0 \$	5,760 \$	5,760
3/\$1,584	Stereo Microscope	\$	4,752 \$	0 \$	4,752
2/\$15,334	Polarizing Microscope	\$	30,668 \$	0 \$	30,668
3/\$1,000	Large Tube Centrifuge	\$	3,000 \$	0 \$	3,000
3/\$800	Small Tube Centrifuge	\$	2,400 \$	0 \$	2,400
8/\$2,500	Work Stations	\$	20,000 \$	0 \$	20,000
1/\$10,000	Syringe Containet	\$	0 \$	10,000 \$	10,000
1/\$5,250	Mentor Software Upgrade	\$	5,250 \$	0 \$	5,250
1/\$18,000	Mentor Hardware Upgrade	\$	18,000 \$	0 \$	18,000
1/\$15,000	Wiring for Computerization	\$	0 \$	15,000 \$	15,000
1/\$50,000	Inclusion into C.R.I.M.E.S.	\$	50,000 \$	0 \$	50,000
\$15,000	Miscellaneous Office Equipment	\$	0 \$	15,000 \$	15,000
\$48,824	10% Adjustment Costs (Requires Authority Approval)	\$	48,824 \$	0 \$	48,824
TOTAL EQUIPMENT COST		\$	491,302 \$	45,760 \$	537,062

## Commodities

	Federal Amount	Local Cash Contribution	Total Cost
Chemicals, Reagents, Disposable Glassware, Reference Books, etc.	\$ 24,000 \$	0 \$	24,000

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Office of Federal Assistance Programs

## Exhibit B - Budget

## Chicago Police Crime Laboratory Upgrade Program

	TOTAL COMMODITIES COST	\$	24,000	\$	0	\$	24,000
<i>Contractual</i>							
				<u>Federal Amount</u>	<u>Local Cash Contribution</u>	<u>Total Cost</u>	
50% Microfilm Service Contract @ \$1,296.20/Month for 18 Months	\$	0	\$	11,666	\$	11,666	
Service Contract for GC/MS Data System @ \$1,667/Month for 18 Months	\$	30,006	\$	0	\$	30,006	
Service Contract for 4 GC/MSD's @ \$417/Month for 12 Months	\$	15,000	\$	5,000	\$	20,000	
2185 Contractual Analyses @ \$60/Analysis	\$	10,680	\$	120,420	\$	131,100	
	TOTAL CONTRACTUAL COST	\$	55,686	\$	137,086	\$	192,772
	GRAND TOTAL	\$	1,020,000	\$	340,000	\$	1,360,000

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Office of Federal Assistance Programs

*Chicago Police Department**Crime Laboratory Upgrade Program**Budget Narrative*

Personnel Services

\$606,166

The Chicago Police Department guarantees a total number of 27 analysts will be assigned full time to the Controlled Substance Unit throughout the term of the program. The total number of analysts assigned to the unit will be included in the performance indicators submitted monthly to the Illinois Criminal Justice Information Authority. This will ensure the I.C.J.I.A. that the Chicago Police Department is meeting S.L.L.E.A.A. supplanting requirements.

*Criminalist III (1)*

This total is figured for the period from July 1, 1988 through September 30, 1989 and includes a scheduled salary adjustment (an anticipated 4% raise for 1988 and 1989). Fringe benefits of 35% have also been included.

1987 annual salary of \$32,244 + 4% raise = 1988 salary \$33,534

1988 annual salary divided by 12 X 6 months on program = \$16,767 + \$5,868 fringe benefits

1988 annual salary X 4% raise = 1989 salary \$34,875

1989 annual salary divided by 12 X 9 months on program + \$445 scheduled salary adjustment = \$26,601 + \$9,310 fringe benefits

*Criminalist II (2)*

This total is figured for the period from July 1, 1988 through September 30, 1989 and includes a scheduled salary adjustment (an anticipated 4% raise for 1988 and 1989). Fringe benefits of 35% have also been included.

1987 annual salary \$26,556 + 4% raise = 1988 salary \$27,618

1988 annual salary divided by 12 X 6 months on program X two analysts = \$27,618  
+ \$9,496 fringe benefits

1988 annual salary X 4% raise = 1988 salary \$28,723

1989 annual salary divided by 12 X 9 months on program X two analysts + 2 X \$350  
scheduled salary adjustments = \$43,785 + \$15,325 fringe benefits

#### Criminalist 1 (9)

This total is figured for the period from July 1, 1988 through September 30, 1989 and includes a scheduled salary adjustment (an anticipated 4% raise for 1988 and 1989). Fringe benefits of 35% have also been included.

1987 annual salary \$19,764 + 4% raise = 1988 salary \$20,555

1988 annual salary divided by 12 X 6 months on program X 9 analysts = \$92,496 +  
\$32,373 fringe benefits

1988 annual salary X 4% raise = 1989 salary \$21,377

1989 annual salary divided by 12 X 9 months on program X 9 analysts + 9 X \$837  
scheduled salary adjustment = \$151,827 + \$53,140 fringe benefits

#### Criminalist Aide (3)

This total is figured for the period from July 1, 1988 through September 30, 1989 and includes a scheduled salary adjustment (an anticipated 4% raise for 1988 and 1989). Fringe benefits of 35% have also been included.

1988 annual salary \$14,076 + 4% raise = 1988 salary \$14,639

1988 annual salary divided by 12 X 6 months on program X 3 aides =  
\$21,959 + \$7,685 fringe benefits

1988 annual salary X 4% raise = 1989 salary \$15,225

1989 annual salary divided by 12 X 9 months on program X 3 aides + 9 X  
\$565 scheduled salary adjustment = \$35,951 + \$12,583 fringe benefits

#### Senior Clerk (2)

This total is figured for the period from July 1, 1988 through September 30, 1989 and includes a scheduled salary adjustment (an anticipated 4% raise for 1988 and 1989). Fringe benefits of 35% have also been included.

1987 annual salary \$11,664 + 4% raise = 1988 salary \$12,131

1988 annual salary divided by 12 X 6 months on program X 2 clerks =  
\$12,131 + \$4,246 fringe benefits

1988 annual salary X 4% raise = 1989 salary \$12,616

1989 annual salary divided by 12 X 9 months on program X 2 clerks + 2 X  
\$477 scheduled salary adjustment = \$19,878 + \$6,957 fringe benefits

#### Equipment

\$537,062

#### Gas Chromatograph/Mass Selective Detector (3)

A gas chromatograph/mass selective detector (GC/MSD) is a complete system which permits positive identification of an unknown substance. This process is performed by the separation of a mixture into its component parts via the gas chromatograph of this system. Upon separation, each individual component is positively identified through the use of the mass selective detector of the system. Analysis of suspected contraband through GC/MSD instrumentation is recognized as one of the most accurate and conclusive methods in determining the positive identification of an unknown substance. As such, GC/MSD has become an invaluable tool in forensic drug identification.



The purchase of a new GC/MSD will improve the laboratory's ability to conclusively identify various controlled substances which cannot be resolved through more traditional methods of identification. This is accomplished by the instrument's extreme sensitivity and ability to separate and differentiate closely related chemical compounds. These features are of extreme importance with respect to street drug identification. The three recurring problems which are incurred when analyzing street drugs are the minute and trace amounts that are sometimes recovered, the extremely low percentage of controlled substance in relation to the diluents and adulterants, and the necessity to differentiate between closely related compounds with some being controlled and some not.

Technological advances have permitted the development of the GC/MSD which is user friendly, compact in size, and relatively affordable. The case load, staff size and introduction of more and more designer drugs combined with more exotic diluents and adulterants experienced by the Chicago Police Department's Crime Laboratory dictate the necessity of acquiring three GC/MSD Systems.

It is proposed that three GC/MSD Systems be purchased and that they be similar in quality to a Hewlett Packard (H-P) 5970B Series Mass Selective Detector/5890A Series Gas Chromatograph System (including associated computerization, software, interfaces, printing/charting capability and work station).

$$3 \times \$73,900 = \$221,700$$

Upgrade: H-P Gas Chromatograph/Mass Selective Detector  
H-P Gas Chromatograph/Mass Spectrometer/Data System

The Chicago Police Department currently has an H-P Gas Chromatograph/Mass Selective Detector (GC/MSD). This instrument is relatively new and was state-of-the-art when purchased. However, advances experienced in the minicomputer industry have greatly impacted upon the data acquisition and search routine in the newer models. The upgrading of the current GC/MSD system will be in its computerized hardware and software capabilities. This will upgrade the instrument to today's state-of-the-art technology permitting more efficient and effective methods of data acquisition and retrieval.

In addition, the Laboratory also has an H-P Gas Chromatograph/Mass Spectrometer/Data System (GC/MS/DS). The data system of this GC/MS/DS will be upgraded. This system is 8 years old and its data system in its current format is neither user or multiple-user friendly. Although an older system, its analytical components, namely the gas chromatograph and the mass spectrometer detector are equal to those of recent manufacture. Consequently, upgrading the data system of the instrument will alter the presently outdated and difficult to operate GC/MS/DS instrument to a multiple-user, user friendly instrument at a considerable savings in cost when compared to purchasing a new instrument.

Since this involves dealing with upgrading existing equipment, it is doubtful that anyone other than the manufacturer of the instruments is capable of providing the service required.

\$76,418

#### Electronic Balance (6)

Although not a sophisticated analytical instrument, the electronic balance is a necessary tool in the analysis of a controlled substance. In addition to providing an accurate identification of a suspect narcotic analysis must also include an accurate weight of the seized evidence. The exact weight of a seizure is necessary to determine the correct charge to be placed which is dependent upon the amount of a controlled substance recovered.

It is proposed that the Chicago Police Department's Crime Laboratory purchase six electronic balances of equal quality to a Mettler Model PJ300 with glass draft shields capable of weighing suspect controlled substances in thousandths of a gram. The capability of the balance will range from one one-thousandth of a gram (.001g) to three hundred and ten grams (310g).

6 X \$1,715 = \$10,290

#### Light Microscope

Light microscopes are used in narcotic analysis to examine minute aspects of the questioned substances. This is of particular importance when examining suspect cannabis where microscopic examination is an important phase of confirmatory analysis.

It is proposed that the Chicago Police Department's Crime Laboratory purchase three light microscopes of similar quality to a Carl Zeiss Standard 16 Microscope for Brightfield Microscopy 490509 with in-base illuminator rheostat control, 10X, 40X and 100X oil capability.

$$3 \times \$1,920 = \$5,760$$

#### Stereo Microscope

The details that characterize the structure of evidence do not always require examination under very high magnification. In such cases, stereo microscopes have proved to be more than adequate by providing magnifications that range from 10X to 125X. Stereo microscopes also enable the analyst to view evidence in all three dimensions compared to the single plane view provided by more typical single optic light microscopes. Once again, it is the staff size and volume of evidence examined by the Chicago Crime Laboratory that necessitates the purchase of three stereo microscopes of equal quality to a Carl Zeiss Stereo Microscope DR with 2.5X and 4X objectives and 10X eyepieces.

$$3 \times \$1,584 = \$4,752$$

#### Polarizing Microscope

A polarizing microscope allows an analyst to identify compounds based upon differences in birefringence which is a substance's ability to reorient polarized light. The combination of a polarizer and analyzer attached to a light microscope allow the subject specimen to absorb light in a single plane of vibration. The differences in birefringence between one compound and another produce vivid colors and intensity contrasts which make one crystalline structure readily distinguishable from another. Many controlled substances possess the chemical property of birefringence. Thus, use of a polarizing microscope is an important step in providing data necessary for the identification of controlled substances.

It is proposed that the Chicago Police Department's Crime Laboratory purchase two polarizing microscopes of equal quality to a Carl Zeiss standard 18 Polarizing Microscope for transmitted light with rotatable analyzer, rotatable polarizer, conversion filter, and other required components.

$$2 \times \$15,334 = \$30,668$$

#### Large Tube Centrifuge (3)

An integral component of performing narcotic analysis is separating diluents and cutting agents which are routinely found in submitted suspect controlled substances. Prior to instrumental analysis, steps must be taken to reduce the amount of diluents present. A commonly used method of separating these agents from a controlled substance is the use of a centrifuge.

It is proposed that the Chicago Police Department's Crime Laboratory purchase three large tube centrifuges of equal quality to those found in the 1988 Fisher Scientific Equipment Catalogue.

$$3 \times \$1,000 = \$3,000$$

#### Small Tube Centrifuge (3)

In addition to requiring large tube centrifuges, there is also a need for small tube centrifuges. It is proposed that the Chicago Police Department's Crime Laboratory purchase three small tube centrifuges of equal quality to those found in the 1988 Fisher Scientific Equipment Catalogue.

$$3 \times \$800 = \$2,400$$

#### Work Stations (8)

Eight additional work stations will be purchased for the increased analytical staff of the Controlled Substance Unit. Work stations will provide adequate working spaces for the newly hired analysts. Each station will include racks for storage of reagents, chemicals and other necessary supplies. In addition, the station will provide a secured storage area for personal property, analytical notes, reference material and cases in the process of being analyzed.

$$8 \times \$2,500 = \$20,000$$

#### Syringe Containers

Among the high-risk groups infected with Acquired Immune Deficiency Syndrome (A.I.D.S.) are intravenous drug users. There appears to be evidence to indicate that the sharing of needles by drug users leads to the spread of the H.I.V. virus. To avoid dangerous contact while analyzing evidence, the Department will provide syringe containers to be used as a convenient and safe method to transport and store recovered syringes. Using syringe containers to secure recovered narcotic paraphernalia will help protect the recovering officer, transporting officer, analysts and evidence officer from the possibility of inadvertent exposure to the H.I.V. and other viruses.

$$\$10,000$$

Note: Expenditure of funds for syringe containers requires prior approval from the Authority.

#### Upgrading Mentor Computer Software

Currently, the Laboratory uses a Kodak KAR 4000 Microfilming System to film and index written reports. In order to perform the retrieval function, a Mentor computer is used. In addition to the retrieval application, the system is also used as an electronic logbook for the Controlled Substance Unit. In this application, the Mentor computer maintains sixteen different fields of information relative to a specific narcotic inventory. It has been determined during a meeting with a firm that supplies software for the Mentor computer that the present software could be upgraded to include word processing capability. Consequently, modifying the present system to include this ability will permit the Laboratory to produce a computer generated report of a narcotic analysis by using the information already existing in the system.

Computer generated report writing capability will improve the Controlled Substance Unit's efficiency. The current time consuming procedure of requiring each analyst to hand write reports would no longer be necessary. Thus, the time saved from performing this clerical function can be allocated to analytical duties.

\$5,250

#### Upgrading Mentor Computer Hardware

A recent assessment of the Controlled Substance Unit by the Institute for Law and Justice recommended that additional computer terminals be added. In order to accomplish this, it is necessary to add eight ports to the Mentor computer along with 512K additional random access memory (R.A.M.) to support the new peripherals. The extra ports will then permit six more terminals for the Controlled Substance Unit, a new modem line for the computer link with the State's Attorney's Office in the proposed Narcotic's Branch located at Area Center 4 and an additional printer.

It is proposed that the Chicago Police Department's Crime Laboratory purchase the necessary hardware which will enhance the current computer system and permit expanded utilization of the present system.

\$18,000

#### Computerization Wiring

Presently, the wiring for the Mentor computer is stapled along the ceiling from the Crime Laboratory Division's computer room to the Controlled Substance Unit. With the addition of six new terminals to the Controlled Substance Unit, this method is no longer acceptable. The wiring will be encased in conduit to protect the system from inadvertent damage due to exposure as well as solving the present problem of computer wires continually falling down.

\$15,000

Inclusion Into The Case Reporting Information Management Evaluation System (C.R.I.M.E.S.)

The Case Reporting Information Management Evaluation System (C.R.I.M.E.S.) is an online main frame computerized records system of all reported criminal acts in the City of Chicago. An immediate benefit of including the Laboratory in C.R.I.M.E.S. will be the confirmation of needed clerical information relative to each narcotic case. It will also permit the Crime Laboratory to enter the results of each narcotic analysis making them available online to field units. An additional benefit will be the utilization of Rapid Access Management Information System (R.A.M.I.S.) a powerful mainframe data base program. One intended application of R.A.M.I.S. would be the establishment of recovery patterns based upon the results of the analysis. Finally, a long range application of the C.R.I.M.E.S. inclusion would be the availability of narcotic analysis results in each of the Narcotic Preliminary Hearing Court Rooms through the use of remote terminals.

It is proposed that the Laboratory purchase the necessary software which will enhance the current computer system and permit computerized report writing capability.

\$50,000

Miscellaneous Office Equipment

The presence of an increased staff not only requires additional work stations, analytical instrumentation, chairs and consumables, but also office equipment. Items such as lockers, desks, chairs, typewriters, file cabinets, work lamps, etc. are in this category of equipment.

It is proposed that the Crime Laboratory Division purchase the necessary office equipment to adequately support the increased staff.

\$15,000

Note: Expenditure of funds from the Miscellaneous Office Equipment requires prior approval from the Authority.

#### Equipment Price Adjustment Contingency

The quotations for the purchase of analytical instrumentation pertaining to this agreement were obtained in April of 1987. This adjustment is entered into the budget as a contingency in the event that the actual cost of purchase increases prior to purchase of the equipment. The adjustment is 10% of the expenditures listed for equipment purchase.

\$48,824

Note: Expenditure of the Contingency Fund requires prior written approval from the Authority.

Note: Acquisition of all equipment must be in accordance with State of Illinois procurement guidelines and the federal Financial and Administrative Guide for Grants, M7100.1C.

#### Commodities

\$24,000

Each analytical examination requires the use of certain chemicals, reagents, and disposable glassware. In addition, other items such as syringes, beakers, and other miscellaneous glassware are needed and because of constant usage require frequent replacement. Also included will be supplies required to routinely operate and maintain the various analytical instruments such as chart paper, o-rings, columns and miscellaneous fittings. Finally, the increased staff will require the purchase of additional reference books, technical literature and laboratory standards.

\$24,000

Note: Expenditure of funds for commodities requires prior approval from the Authority.

#### Contractual

\$192,772

#### Kodak System

The Kodak KAR 4000 Microfilming System has become an important tool in the analytical and managerial systems of the Controlled Substance Unit. The data base application of the system enables it to be an electronic logbook for the unit. Information such as the number of cases received, date received, date analyzed, date analysis completed, analyst assigned and results of analysis are maintained in the system. By manipulating this data, the unit is capable of determining submission rates, when a case is in need of analysis, unit productivity, productivity of individual analysts and the results of the analysis.

Currently, the system is used by the entire laboratory. However, fifty percent of the system is dedicated for use solely by the Controlled Substance Unit. The system was delivered to the Crime Laboratory in January of 1986 and became operational in July of the same year. The one year warranty for the system expired in June of 1987. It was determined that a service agreement would not be obtained for the system due to a lack of funds in the Crime Laboratory Division's 1987 operational budget. Although not presently under a service agreement, service is available on a per-call basis from Kodak.

It is proposed that the Chicago Police Department's Crime Laboratory Division purchase a service agreement to insure service and limit costs incurred for any repair of the Kodak KAR 4000 Microfilming System including Mentor Mainframe, ADDS Terminals, and T.I. Printer. This total cost of a service agreement for the period of April 1, 1988 through September 30, 1989 is \$23,332. Since the Controlled Substance Unit uses only fifty percent of the system, this proposal requests a corresponding percentage of funds.

\$11,666

#### Service Agreement for Hewlett Packard Gas Chromatograph/Mass Spectrometer/Data System

Currently, the Hewlett Packard Gas Chromatograph/Mass Spectrometer/Data System is not covered by a service agreement due to budgetary constraints. The instrument is repaired on a per-call basis. However, difficulties have been experienced with this arrangement. It is the manufacturer's policy that agencies with service agreements receive priority in the repair of the system. This has caused delays in the repairing of the Crime Laboratory's system when necessary.

It is proposed that the Chicago Police Department's Crime Laboratory Division purchase a service agreement for its Hewlett Packard Gas Chromatograph/Mass Spectrometer/Data System. The service agreement is to be effective from April 1, 1988 through September 30, 1989. Included in the agreement will be coverage of the data system, hardware, and analytical components.

\$30,006

#### Service Agreement for Gas Chromatograph/Mass Selective Detectors



The three new gas chromatograph/mass selective detectors and upgraded existing one will be covered by warranty for a period of 30 days. It is proposed that these three instruments be covered by a service agreement for the period of April 1, 1988 through March 31, 1989.

$$4 \times \$5,000 = \$20,000$$

#### Contractual Analysis

The Controlled Substance Unit's staff has been temporarily increased by detailing to it analysts from the Microscopy/Trace and Serology Units. This policy has had a positive impact upon the Controlled Substance Unit's productivity. Unfortunately, the reverse effect has occurred in the other two units causing backlogs in requests for their services. It is the intent of the Crime Laboratory to rectify this situation as soon as possible by replacing those analysts detailed with newly hired personnel. However, new analysts will require training and their individual productivity will not be comparable to those being replaced for a period of time. Consequently, the laboratory will rely upon the services of a laboratory in the private sector to perform analyses during this transitional period.

$$2,185 \text{ analyses} \times \$60 \text{ each} = \$131,100$$

#### *Exhibit "C".*

#### *Written Plan Addressing Recommendations Of The Institute For Law And Justice.*

The Institute For Law And Justice submitted a final report to the Bureau of Justice Assistance, United States Department of Justice, entitled *Assessment of the Controlled Substance Unit (Crime Laboratory) Chicago Police Department* in December of 1987. The purpose of the assessment was to determine the adequacy of the Chicago Police Department's procedures relative to the processing of narcotic evidence, from recovery through analysis to disposal, prior to the implementation of an Interagency Agreement between the Department and the Illinois Criminal Justice Information Authority.

The Crime Laboratory Division has been requested by the Authority to prepare a written plan addressing each of the recommendations made in the assessment. This report documents the Crime Laboratory's written plan as requested.

#### Recommendation 1--Personnel Areas

- A. Newly-hired Criminalists should receive more classroom training and longer on-the-job phase training than presently provided.

The Crime Laboratory Division has initiated a review of its present twelve-week classroom and practical training program for newly-hired controlled substance analysts. The review is being conducted by the commanding officer of the Criminalistics Section, the Controlled Substance Unit Supervisor, members of the Crime Laboratory Division's administrative staff and controlled substance analysts (See Exhibit "C"--Attachment 1). As a result of this review, a more comprehensive and expanded training program for both aspects of classroom and on-the-job training will be developed.

- B. Continue to certify trainees with written and practical examinations.

In addition to the requirement of passing frequent examinations covering specific topics (e.g., cannabis, opiates, etc.) throughout the training program, trainees will continue to be certified at the completion of the training program and awarded a Certificate of Completion by the Department upon passing a final comprehensive written and practical examination.

- C. The Department should also improve in-service training by sending each Criminalist to one training seminar a year, e.g., university course, regional forensic association meeting, D.E.A. school.

Along with reviewing the training program for newly hired controlled substance analysts, the committee will also be addressing the topic of in-service training. Every effort will be made on the divisional level to ensure that each analyst applies for attendance at a training seminar, regional forensic association meeting, D.E.A. school, or a university accredited course. The resources of the Department's Academic Selection Board for attendance at seminars and the City of Chicago's Employees Tuition Reimbursement Program for university courses will be fully utilized by the Crime Laboratory Division.

- D. The Department should also continue in-service training with a formal program of continued periodic proficiency testing, particularly using blind testing.

The Crime Laboratory Division will continue its present formal in-service training program which periodically requires all narcotic analysts to correctly identify control standards as a proof of their proficiency.

- E. Recruit and in-service training should also include a greater emphasis on courtroom testimony for analysts.

The committee charged with the responsibility of reviewing current training programs has been instructed to develop and provide for both introductory and in-service training programs which include mock trial exercises. Preliminary discussions with the State's Attorney's Office for its assistance in this area have already taken place.

#### Recommendation 2--Career Development

- A. The goal of cross-training Criminalists should be implemented as soon as possible.

It should be noted that those Criminalists hired as a result of the agreement will only be trained in analysis of controlled substances per agreement guidelines. However, implementation of the agreement will permit the Crime Laboratory to proceed with its goal cross-training Criminalists from its present staff to be trained in the various forensic disciplines.

- B. The Department needs to develop a career development plan for the entire laboratory. Part of the plan should include a review of the strengths and weaknesses of civilianizing all positions.

The Crime Laboratory Division has formally requested the Department's Personnel Division, and through them the City's Department of Personnel, assistance and expertise in developing a formal career development plan for the entire laboratory (See Exhibit "C"--Attachment 2).

- C. Review the adequacy of the number of supervisors in the C.S.U. (Controlled Substance Unit).

Implementation of the Interagency Agreement will increase the supervisory staff of the Controlled Substance Unit by providing one Criminalist III and two Criminalist II's. In addition, a review of the Controlled Substance Unit, relative to the number of necessary supervisors, will be conducted and, if required, budgetary action will be taken to secure additional supervisory staff.

#### Recommendation 3--Policies and Procedures

- A. Develop a comprehensive manual to serve as a training guide for new Criminalists.

In addition to other tasks already identified, the committee established for the review of training programs has been directed to generate a comprehensive training manual.

#### Recommendation 4--Management Information System

- A. Follow through on computer link with the State's Attorney's Office. Determine if it is being effectively utilized.

A follow-through relative to the computer link with the State's Attorney's Office has already been conducted. It has been determined that the system is being effectively utilized. In addition, an orientation and training session was conducted for the clerical staff and ongoing communication is maintained to insure the continued flawless operation of the system.

- B. Provide the C.S.U. with more computer terminals and discontinue the manual assignment book.

The Crime Laboratory Division has instituted a formal study to aggressively investigate the potential for expanding its present computerization ability and increasing the number of terminals available for use in the Controlled Substance Unit.

#### Recommendation 5--Coordination with the Office of the State's Attorney

- A. Test the efficiency and effectiveness of a felony review program for narcotic cases. Conduct a detailed and in-depth study of the situation.

The Commander of the Crime Laboratory Division has forwarded correspondence to the Cook County State's Attorney seeking his input and cooperation relative to this recommendation (See Exhibit "C"--Attachment 3).

#### Recommendation 6--Analysis Protocols

- A. Only perform color-crystal tests on suspected controlled substance cases for the preliminary hearing.

The Crime Laboratory Division has revised its protocol relative to preliminary testing of controlled substances complying with this recommendation.

Recommendation 7--Evidence Storage and Property Section

- A. The Department should provide E. & R.P.S. with a personal computer for its record keeping.

The Chicago Police Department is actively in the process of computerizing the Evidence and Recovered Property Section. A study is currently being conducted by the M.T.I. System Corporation of Itasca, Illinois in order to identify the exact needs and requirements for computerizing the section.

Recommendation 8--Facility

- A. The highest priority of all consultant's recommendations is to obtain a new facility for the Crime Laboratory with adequate space to have all Criminalists work on the same watch along with an area for breaks and reading. Special attention should be paid to employee safety and security.

The Crime Laboratory Division is currently in the process of identifying and investigating locations for a new facility. Among those under investigation are the University of Illinois at Chicago and the Tech 2000 Building, located at 2242 West Harrison Street. The relocation of the Crime Laboratory to an adequate facility is among the Department's highest priorities.

Recommendation 9--Safety

- A. Train all employees in safety and advise them in writing of all hazardous chemicals in the laboratory.

This recommendation was complied with upon issuance of a Crime Laboratory Division Special Order 88-1 in January of 1988 (See Exhibit "C"--Attachment 4).

- B. Establish a checklist for each employee acknowledging that they have been trained in safety.

This recommendation will be complied with and incorporated into the introductory and in-service training programs.

## Recommendation 10--Grant Application

- A. Additional ultraviolet spectrophotometers are unnecessary if preliminary tests are limited to color-crystal tests.

The Controlled Substance Unit recently modified its narcotic analysis protocol which eliminated the need for additional ultraviolet spectrophotometers. Consequently, the grant application will reflect this fact and no ultraviolet spectrophotometers will be required.

- B. Additional computer terminals and an automatic dishwasher should be purchased.

The monies gained by not purchasing additional ultraviolet spectrophotometers will be utilized to comply with this recommendation.

*Exhibit "C".*

*Attachment 1.*

Crime Laboratory Division

13 January 1988

To:

Dorothy Wader, Supervisor  
Controlled Substance Unit

James E. Doran, Commanding Officer  
Criminalistics Section

Patrick J. McNulty, Sergeant  
Crime Laboratory Division

From:

Paul S. Gall  
Director  
Crime Laboratory Division

Subject:

Modification of Controlled Substance  
Analysis Training Programs

The Institute for Law and Justice submitted to the undersigned a final report entitled *Assessment of the Controlled Substance Unit (Crime Laboratory) Chicago Police*

*Department.* The purpose of the assessment was to determine the adequacy to the Chicago Police Department's procedures relative to the processing of narcotic evidence, from recovery through analyses to disposal, prior to the implementation of a Department of Justice Grant, Crime Laboratory Upgrade Program, which will be administered by the Illinois Criminal Justice Information Authority.

Several of the recommendations suggest the alteration of both pre-service and in-service training programs for the analysis of controlled substances. Below is a summary of the recommendations specifically addressed towards controlled substance training. It is the intent of this report to inform you that you have been chosen to thoroughly investigate each recommendation and develop a program that will bring the Crime Laboratory Division into compliance. In addition to yourselves, obtain the input from experienced and newly hired Criminalists relative to the adequacy of the existing training to insure development of a comprehensive and meaningful training program.

- Newly hired Criminalists should receive more classroom training and longer on the job phase training than presently provided.
- Continue to certify trainees with written and practical examinations.
- The Department should also improve in-service training by sending each Criminalist to one training seminar a year, e.g., university course, regional forensic association meeting, D.E.A. school.
- The Department should also continue in-service training with a formal program of continued periodic proficiency testing, particularly using blind testing.
- Recruit and in-service training should also include a greater emphasis on courtroom testimony for analysts.
- Develop a comprehensive manual to serve as a training guide for new Criminalists.

In addition to investigating the above, your committee will also be responsible for studying and reporting upon the following recommendations:

- Review the adequacy of the number of supervisors in the C.S.U.
- Only perform color-crystal tests on suspected controlled substance cases for the preliminary hearing.
- Establish a checklist for each employee acknowledging that they have been trained in safety.

A former report outlining your plan of action and progress is to be submitted to the undersigned by 5 February 1988.

Paul S. Gall  
Director  
Crime Laboratory Division

*Exhibit "C".*

*Attachment 2.*

Crime Laboratory Division

13 January 1988

To: Rudolph E. Nimocks  
Deputy Superintendent  
Bureau of Administrative Services

Attention: Joseph Beazley  
Director  
Personnel Division

From: Paul S. Gall  
Director  
Crime Laboratory Division

Subject: Crime Laboratory Career Development  
Plan

The Chicago Police Department has recently received a report authored by the Institute For Law And Justice entitled *Assessment of the Controlled Substance Unit (Crime Laboratory) of the Chicago Police Department*. This assessment was conducted at the request of the Superintendent. The purpose of the assessment was to evaluate Crime Laboratory practices and procedures prior to the implementation of a million dollar grant from the United States Department of Justice for upgrading the Crime Laboratory. The grant will be administered by the Illinois Criminal Justice Information Authority which has requested a written plan addressing each recommendation made in the assessment. Among the recommendations made was the following:



"The Department needs to develop a career development plan for the entire Crime Laboratory."

Development of a meaningful career development plan requires specialized skills, knowledge, and expertise in the area of personnel management. Unfortunately, this is beyond the capability of Crime Laboratory Division's staff. Consequently, it is respectfully requested that the Personnel Division utilize their resources and be assigned the task of developing a career development plan for the Crime Laboratory Division's civilian analytical personnel. In so doing, the Illinois Criminal Justice Information Authority will be assured that the Department is taking action on the recommendations and initiate the proposed grant.

Paul S. Gall  
Director  
Crime Laboratory Division

Approved: Matt L. Rodriguez  
Deputy Superintendent  
Bureau of Technical Services

*Exhibit "C".*

*Attachment 3.*

January 14, 1988

Richard M. Daley  
Cook County State's Attorney  
2650 South California Avenue  
Room 11D36  
Chicago, Illinois 60608

Dear Mr. Daley:

The Chicago Police Department has submitted a grant application to the Illinois Criminal Justice Information Authority to implement a Crime Laboratory Upgrade Program. The goal of the grant is to improve present laboratory working conditions, replace equipment with state of the art analytical instrumentation, hire additional controlled substance analysts and limit the amount of time between submission and analysis to forty-eight hours. This is a very ambitious project which will effectively address the erstwhile recurring situation of defendants being discharged in Branches 25 and 57 for lack of a timely laboratory analysis.

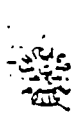
As part of the application process, every aspect of narcotic evidence procedure, along with the practices and analytical examinations of the Crime Laboratory Division, were reviewed for the United States Department of Justice Bureau of Justice Assistance, by the Institute for Law and Justice of Alexandria, Virginia. The Institute for Law and Justice published their report entitled *Assessment of the Controlled Substance Unit (Crime Laboratory) of the Chicago Police Department* in December, 1987. The Illinois Criminal Justice Information Authority has requested the Chicago Police Department to submit a written plan addressing each recommendation made in the assessment. It is the Chicago Police Department's intent to comply with each recommendation in order to facilitate the implementation of the grant and permanently improve the services provided by the Crime Laboratory.

Attached to this correspondence are photo copies of those portions of the assessment which relate to the State's Attorney's Office and the recommendation that felony review for narcotic cases should be investigated. Consequently, I respectfully request that you assign a member of your staff to contact me at the earliest possible date regarding this issue. Your assistance and cooperation in this matter will enable the Department to affirmatively respond to each recommendation of the assessment and permit the timely initiation of the proposed grant.

Sincerely,

Paul S. Gall  
Director  
Crime Laboratory Division  
Chicago Police Department  
744-5520

Enclosures

 CRIME LABORATORY DIVISION SPECIAL ORDER	29 Jan 88	Exhibit C - Attachment II 4 Feb 88
CRIME LABORATORY SAFETY	DIVISION	AMENDS
Handling Persons With Communicable Diseases Medical Policy and Medical Roll Procedures	RESCINDS	

### I. Policy

The Crime Laboratory goal is to provide crime scene search and analytical services in furtherance of Department investigations in an efficient, safety-conscious manner. Safety of Division employees is of primary importance; the procedures delineated in this directive have been designed with this concern uppermost in mind.

### II. Responsibility

- A. Safety in the performance of Division-assigned work is an individual employee responsibility.
- B. Supervisors, as a function of their responsibilities, will take appropriate action to ensure Division members utilize available universal safety precautions.

### III. Procedures

- A. Section and Unit commanding officers will ensure that selected safety items, such as plastic disposable gloves and protective respirators, are made available to each section member.
  - 1. All members of the Division will wear disposable gloves whenever there is the likelihood of coming into contact with blood, body fluids, or toxic chemicals.

NOTE: Technicians will be particularly conscious of any open cut, scratch, or like opening upon their person and take precautions to cover same prior to handling any bloodied person or articles of evidence.

Exhibit C - Attachment II

- B. All items of evidence will be handled and processed as if there may be a danger of transmitting communicable diseases. Should any member of the Division be advised that a particular case may be classified as being disease-infected that member receiving the information will attach a warning label to the evidence to apprise other members of the Laboratory.

1. These precautions include, but are not limited to the following:

- a) Wearing the prescribed laboratory coat while at one's work station performing analytical work.
- b) Washing hands frequently when handling biological fluids and/or chemicals.
- c) Wearing protective eye covers for any assigned work with blood, biological fluids, chemicals, or whenever in close proximity to those working where spattering may occur.
- d) Wearing protective respirators when working with chemical fumes and/or powders.
- e) Wearing a full face shield when changing gas cylinders. Additionally, safety gloves will be worn when changing the liquid nitrogen tanks.
- f) Utilizing the fume hoods for procedures involving hazardous substances.
- g) Cleaning one's own work station with disinfectant whenever there has been an accidental spill of chemicals or exposure to blood or bodily fluids.

NOTE: Specific time will be devoted to cleaning one's work station daily during the last 15 minutes of the tour of duty.

Exhibit C - Attachment II

- h) Abstaining from eating in the Division except in designated areas (the Crime Lab Auditorium is not a designated eating area).
- i) Abstaining from drinking and smoking at analytical work stations while performing analytical work in the Serology, Microscopy/Trace, Controlled Substances, Physical Chemistry, or Latent Fingerprint Development Units.
- j) Placing food and beverages intended for Division member consumption in the refrigerator/s designated for same.

## IV. Safety Committee

- A. A Division committee, chaired by the commanding officer of the Criminalistics Section, will be composed of the commanding officers from each unit of the Laboratory.
- B. Recommendations for additional safety precautions will be made, in writing, and forwarded through the established chain of command to the Director.

## V. Hazardous Chemicals

## A. Division members will be:

1. familiarized with the "hazardous chemicals" listing posted in the Controlled Substances Unit and safety precautions to be followed in handling these chemicals.
2. advised that Material Safety Data Sheets (MSDS) for chemicals used by Division will be made available to Division members for their information and edification.

Note: These MSDS sheets will be ordered in an incremental manner and made available upon their arrival at the Laboratory.

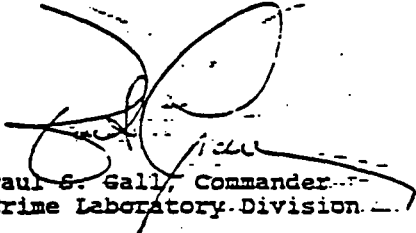
Exhibit C - Attachment II

B. Division Safety Committee Chairman

This member will maintain all MSDS information sheets and make them readily available to Division members of all watches.

V. General Information

The specific safety precautions delineated in this directive are not all inclusive. They are, however, expected to be observed and fully implemented. Failure to follow basic safety precautions is a disservice to one's self and one's fellow employees.



Paul S. Gall, Commander  
Crime Laboratory Division

## COMMITTEE ON STREETS AND ALLEYS.

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### APPROVAL OF GRANTS OF PRIVILEGE FOR SIDEWALK CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred on April 13 and 20, 1988, sixteen 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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*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):

*Chumley's North, Incorporated (Doing Business As  
Tuesday's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Chumley's North, Incorporated, doing business as Tuesday's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way adjacent to its premises located at 565 West Diversey Avenue. Said sidewalk cafe area shall be eighteen (18) feet in length and seven (7) feet in width for a total of one hundred twenty-six (126) square feet along West Diversey Avenue and said area shall be eighty-five (85) feet in length and seven (7) feet in width for a total of five hundred ninety-five (595) square feet along North Lehmann Court. Said sidewalk cafe shall begin eight (8) feet from the face of the curb line along West Diversey Avenue and shall begin five (5) feet from the

face of the curb line along North Lehmann Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.

Saturday and Sunday, 9:00 A.M. to 11:00 P.M.

Compensation: \$1,010.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*Color Me Coffee, Incorporated (Doing Business As  
Color Me Coffee).*

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

SECTION 1. Permission and authority are hereby given and granted to Color Me Coffee, Incorporated, doing business as Color Me Coffee, 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 3000 North Sheffield Avenue. Said sidewalk cafe area shall be fifteen (15) feet nine (9) inches in length and five (5) feet eight (8) inches in width for a total of ninety-five (95) square feet and shall begin nine (9) feet from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 7:00 P.M.

Saturday, 9:00 A.M. to 6:00 P.M.

Sunday, 9:00 A.M. to 4:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

*D & J Pizza, Incorporated (Doing Business As  
Ranalli's On Lincoln).*

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

SECTION 1. Permission and authority are hereby given and granted to D & J Pizza, Incorporated, doing business as Ranalli's on Lincoln, 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 1925 North Lincoln Avenue. Said sidewalk cafe area shall be one hundred (100) feet in length and ten (10) feet in width for a total of one thousand (1000) square feet and shall be located in the public way on the northerly side of the above named premises. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 12:00 Noon to 12:00 Midnight.

Compensation: \$1,400.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

*Ernestina Manny And Bercy Jones, (Doing Business  
As Los Compadres Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Ernestina Manny and Bercy Jones, doing business as Los Compadres 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 their premises located at 3358 North Sheffield Avenue. Said sidewalk cafe area shall be forty-six (46) feet in length and six (6) feet in width for a total of two hundred seventy-six (276) square feet along North Sheffield Avenue and shall be sixty-three (63) feet in length and ten (10) feet in width for a total of six hundred thirty (630) square feet along West Roscoe Street. Said sidewalk cafe shall begin five (5) feet from the face of the curb lines along North Sheffield Avenue and West Roscoe 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: \$617.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*Facade, Limited (Doing Business As  
Union).*

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

SECTION 1. Permission and authority are hereby given and granted to Facade, Limited, doing business as Union, 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 3101 North Sheffield Avenue. Said sidewalk cafe area 1 shall be seventeen (17) feet in length and eight (8) feet in width for a total of one hundred thirty-six (136) square feet and shall begin five (5) feet from the face of the curb line along North Sheffield Avenue. Said sidewalk cafe area 2 shall be twenty-eight (28) feet in length and ten (10) feet in width for a total of two hundred eighty (280) square feet and shall begin five (5) feet from the face of the curb line along West Barry Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 12:00 Noon to 12:00 Midnight.

Compensation: \$583.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*Foregiveness, Incorporated (Doing Business As FX 1100).*

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

SECTION 1. Permission and authority are hereby given and granted to Foregiveness, Incorporated, doing business as FX 1100, 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 1100 North State Street. Said sidewalk cafe area shall be forty (40) feet in length and twelve (12) feet in width for a total of four hundred eighty (480) square feet and shall begin nine (9) feet from the face of the curb line along North State 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: \$864.00.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1988, through and including November 1, 1988.

Amplification of music is prohibited on the above reference portion of the public right of way during the operation of said sidewalk cafe.

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.

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*The German Corner, Incorporated (Doing Business  
As Zum Deutschen Eck).*

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

SECTION 1. Permission and authority are hereby given and granted to The German Corner, Incorporated, doing business as Zum Deutschen Eck, 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 2914 North Southport Avenue. Said sidewalk cafe area shall be twenty-six (26) feet in length and six (6) feet in width for a total of one hundred fifty-six (156) square feet along North Southport Avenue and shall be twenty-six (26) feet in length and six (6) feet in width for a total of one hundred fifty-six (156) square feet along West Oakdale Avenue. Said sidewalk cafe area shall leave eight (8) feet of clear space from face of building for pedestrian flow along North Southport Avenue and West Oakdale Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*Java Express, Limited (Doing Business  
As Java Express).*

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

SECTION 1. Permission and authority are hereby given and granted to Java Express, Limited, doing business as Java Express, 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 10701 South Hale Avenue. Along South Hale Avenue said sidewalk cafe area number 1 shall be forty (40) feet in length and eight (8) feet in width and area number 2 shall be twenty-four (24) feet in length and two (2) feet in width for a total area of three hundred sixty-eight (368) square feet. Said sidewalk cafe area along South Hale Avenue shall leave five (5) feet of clear space between areas for pedestrian flow and shall begin seven (7) feet from the face of the curb line. Along West 107th Street said sidewalk cafe area shall be twelve (12) feet in length and two (2) feet in width for a total of twenty-four (24) square feet and shall begin fourteen (14) feet from the face of the curb line.

The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 9:00 P.M.

Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*Joz's Launder Bar And Cafe, Incorporated (Doing Business  
As Joz's Launder Bar And Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Joz's Launder Bar and Cafe, Incorporated, doing business as Joz's Launder Bar and 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 3435 North Southport. Said sidewalk cafe area number 1 shall be thirty-seven (37) feet in length and five (5) feet in width for a total of one hundred eight-five (185) square feet along West Newport Avenue and shall leave five (5) feet of clear space between cafe areas for pedestrian flow. Said sidewalk cafe area number 2 shall be twenty-five (25) feet in length and seven (7) feet in width for a total of one hundred seventy-five (175) square feet along West Newport Avenue and shall be in line with tree grates. 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 from and after date of passage of this ordinance 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).*

*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, 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 3215 North Sheffield Avenue. Said sidewalk cafe area shall be fifty-five (55) feet in length and seven (7) feet in width for a total of three hundred eighty-five (385) square feet and shall begin five (5) feet from the face of the curb line along North Sheffield Avenue. 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: \$385.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

*Noor Enterprises, Incorporated (Doing Business  
As Max's).*

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

SECTION 1. Permission and authority are hereby given and granted to Noor Enterprises, Incorporated, doing business as Max'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 32 North State Street. Said sidewalk cafe area shall be fourteen (14) feet in length and twenty-two (22) feet in width for a total of three hundred eight (308) square feet and shall leave twenty-two feet of clear space from the face of the building for pedestrian flow and shall begin twelve (12) feet from the face of the curb line along North State Street. The compensation for said space and the days and hours of the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 7:00 P.M.

Sunday, 11:00 A.M. to 5:00 P.M.

Compensation: \$1,196.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*Off Scott Street, Incorporated (Doing Business As  
Penguin's Bar & Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Off Scott Street, Incorporated, doing business as Penguin's Bar & Grill, 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 1240 North Wells Street. Said sidewalk cafe area shall be seventy-two (72) feet in length and eight (8) feet in width along West Scott Street for a total of five hundred seventy-six (576) square feet and shall be sixteen (16) feet in length and eight (8) feet in width along North Wells Street for a total of one hundred twenty-eight (128) square feet. Said sidewalk cafe shall begin nine (9) feet from the face of the curb line along West Scott Street and shall begin five (5) feet from the face of the curb line along North Wells 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: \$1,268.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

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.

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*Polo Products, Incorporated (Doing Business As  
Polo Nuts And Candy, Et Cetera).*

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

SECTION 1. Permission and authority are hereby given and granted to Polo Products, Incorporated, doing business as Polo Nuts and Candy, Etc., 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 3322 South Morgan Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and five (5) feet in width for a total of one hundred twenty-five (125) square feet and shall have six (6) feet ten (10) inches of clear space for pedestrian flow from the face of the building along South Morgan Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 9:00 P.M.  
Saturday and Sunday, 11:00 A.M. to 9:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*Zephyr's Ice Cream Shop, Incorporated (Doing Business As  
Zephyr's Ice Cream Shop).*

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

SECTION 1. Permission and authority are hereby given and granted to Zephyr's Ice Cream Shop, Incorporated, doing business as Zephyr's Ice Cream 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 its premises located at 1777 West Wilson Avenue. Said sidewalk cafe shall be forty (40) feet in length and ten (10) feet in width for a total of four hundred (400) square feet and shall begin five (5) feet from the face of the curb line along West Wilson 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 12:00 Midnight.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance 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.

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*138 South Clinton Corporation (Doing Business As  
Ranalli's On Clinton).*

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

SECTION 1. Permission and authority are hereby given and granted to 138 South Clinton Corporation, doing business as Ranalli's on Clinton, 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 138 South Clinton Street. Said sidewalk cafe area shall be sixty-seven (67) feet in length and seven (7) feet in width along West Adams Street for a total of four hundred sixty-nine (469) square feet, and shall be thirty (30) feet in length and seven (7) feet in width along South Clinton Street for a total of two hundred ten (210) square feet. Said sidewalk cafe shall begin five (5) feet from the face of the curb lines along West Adams Street and South Clinton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 12:00 Noon to 12:00 Midnight.

Compensation: \$462.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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*520 South Michigan Avenue Associates, Limited (Doing  
Business As Sweet 'N Simple).*

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

SECTION 1. Permission and authority are hereby given and granted to 520 South Michigan Avenue Associates, Limited, doing business as Sweet 'N Simple, 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 520 South Michigan Avenue. Said sidewalk cafe shall be fifty-five (55) feet six (6) inches in length and twelve (12) feet six (6) inches in width for a total of six hundred ninety-four (694) square feet and

shall begin seventeen (17) feet from the face of the curb line along South Michigan Avenue. The compensation for said area and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:30 A.M. to 11:00 P.M.

Compensation: \$972.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance 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.

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GRANT OF PRIVILEGE FOR MAINTENANCE AND  
USE OF EXISTING CANOPIES AT 2509  
WEST DEVON AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Crawford ("permittee"), to maintain and use three (3) canopies over the public right of way in West Devon Avenue attached to the building or structure located at 2509 West Devon Avenue for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopies shall not exceed 17 feet in length, nor 4 feet in width.

The permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the permittee transfers title or vacates the premises, the permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The permittee shall renew the privilege herein granted prior to the date of expiration.

The permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

VACATION OF PORTIONS OF SOUTH GULLIKSON ROAD AND  
PUBLIC ALLEY IN AREA BOUNDED BY WEST 62ND  
PLACE EXTENDED WEST, WEST 63RD STREET,  
SOUTH GULLIKSON ROAD AND RIGHT OF  
WAY OF CHICAGO AND WESTERN  
INDIANA RAILROAD.

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 and 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 South Gullikson Road lying westerly of the westerly line of Lots 7 and 8 and westerly of a line drawn from the southwest corner of Lot 7 to the northwest corner of Lot 8 in Block 62; lying easterly of the easterly line of Lots 1, 2 and 7 and easterly of a line drawn from the southeast corner of Lot 2 to the northeast corner of Lot 7 in Block 63; lying southerly of the eastwardly extension of the north line of the south half of Lot 1 in Block 63; and lying north of a line drawn from a point on the westerly line of Lot 8 in Block 62 which is 27 feet northeasterly of the southwest corner of said Lot 8 to the intersection of the easterly line of Lot 7 and the north line of the south 27 feet (measured at right angles) of Lot 7 in Block 63, all in Fred'k. Bartlett's Chicago Highlands in the W. 1/2 of the S.W. 1/4 of Section 18 and the W. 1/2 of the N.W. 1/4 of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian;

Also

all that part of the public alley lying south of the south line of Lot 2; lying north of the north and northerly lines of Lots 4, 5, 6 and 7; lying easterly of the easterly line of Lot 3; and lying westerly of a line drawn from the southeast corner of Lot 2 to the northeast corner of Lot 7, all in Block 63 in Fred'k. Bartlett's Chicago Highlands aforementioned; said part of public street and public alley herein vacated being further described as the south 286.36 feet more or less of that part of South Gullikson Road lying north of West 63rd Street, together with all of the public alley in the area bounded by West 62nd Place extended west, West 63rd Street, South Gullikson Road and the right of way of the Chicago and Western Indiana Railroad 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Heritage Standard Bank and Trust Company, as Trustee, Trust No. 6970 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 and public alley hereby vacated, the sum of Ninety Thousand and no/100 Dollars (\$90,000.00), 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 costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to that part of South Gullikson Road hereby vacated, similar to the sidewalk and curb in West 62nd Place and West 63rd Street. 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Heritage Standard Bank and Trust Company, as Trustee, Trust No. 6970 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 13306  
of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

ADVANCE COPY NO. 1

"A"

*Fred'k Bartlett's Chicago Highlands in the W. 1/2 S.W. 1/4 Sec. 18 and the W. 1/2 N.W. 1/4 Sec. 19-38-13.*

**"B"**

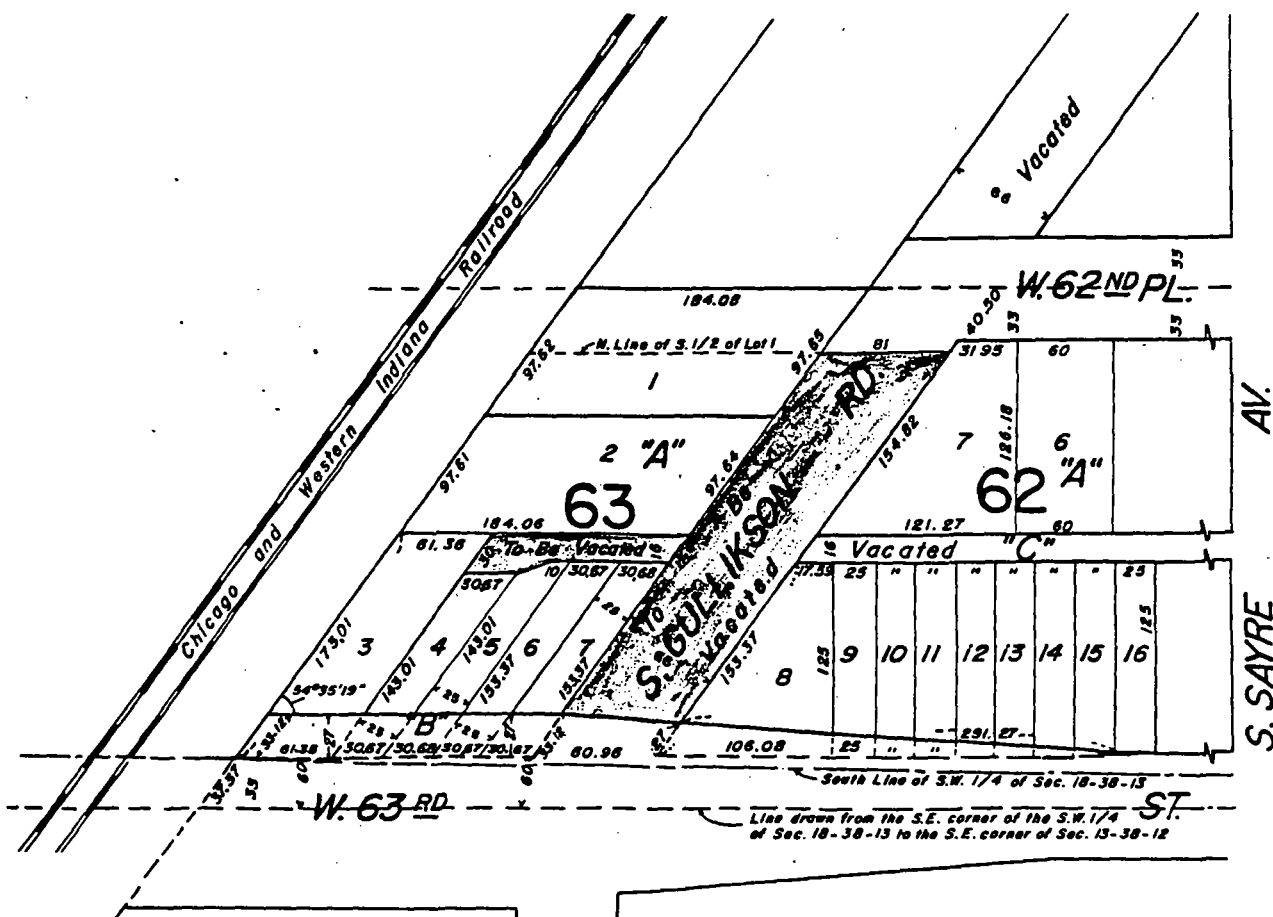
*Property acquired by State of Illinois for Highway purposes by  
Condemnation Proceedings Case No. 59 S 11052*

"C"

*Vacated by Ordinance passed Oct. 10, 1957  
Rec. Oct. 31, 1957.*

**Doc. 17053731**

**DR. No. 18-23-87-1150**



VACATION OF PORTIONS OF SOUTH KNOX AVENUE AND  
PUBLIC ALLEY IN AREA BOUNDED BY WEST  
54TH STREET, WEST 55TH STREET,  
SOUTH KILPATRICK AVENUE  
AND SOUTH KNOX  
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 street and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the South Knox Avenue lying west of the west line of Block 29; lying east of the east line of Lot 15 and east of a line drawn from the southeast corner of Lot 14 to the northeast corner of Lot 15 in Block 30; lying north of a line drawn from the southwest corner of Block 29 to the southeast corner of Lot 15 in Block 30; and lying south of the eastwardly extension of the south line of Lot 14 in Block 30, all in W.F. Kaiser and Co.'s Ardale Subdivision of the W. 1/2 of the S.W. 1/4 and the W. 3/4 of the E. 1/2 of the S.W. 1/4 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except railroad right of way);

Also

that part of the 16-foot public alley lying south of the south line of Lot 14; lying north of the north line of Lots 15 to 19, both inclusive; lying west of a line drawn from the southeast corner of Lot 14 to the northeast corner of Lot 15; and lying east of the southwardly extension of the west line of Lot 14, all in Block 30 in W.F. Kaiser and Co.'s Ardale Subdivision aforementioned; said part of public street and part of public alley herein vacated being further described as all of the remaining 141 feet of South Knox Avenue lying north of West 55th Street; together with the east 126.10 feet of the first east-west 16-foot public alley north of West 55th Street in the block bounded by vacated West 54th Street, West 55th Street, South Kilpatrick Avenue and South Knox 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 are hereby vacated and closed, inasmuch as the same are no longer required for public use and public interest will be subserved by such vacations.

SECTION 2. Wire Sales Company hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of South Knox Avenue as herein vacated.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Wire Sales 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 and part of public alley hereby vacated, the sum of Forty Thousand and no/100 Dollars (\$40,000.00), 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 costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to South Knox Avenue hereby vacated, similar to the sidewalk and curb in West 55th Street. 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Wire Sales 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 13309 of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

**"A"**

W.F. Kaiser and Co's Ardale Subdivision of the W 1/2 of the SW 1/4  
and the W 3/4 of the E 1/2 of the S.W 1/4 of Sec. 10-38-13  
(Except Railroad Right of Way).

**"B"**

Right of Way of C.&W.I. R.R. as Per Ordinance Passed Oct. 26, 1938.

**"C"**

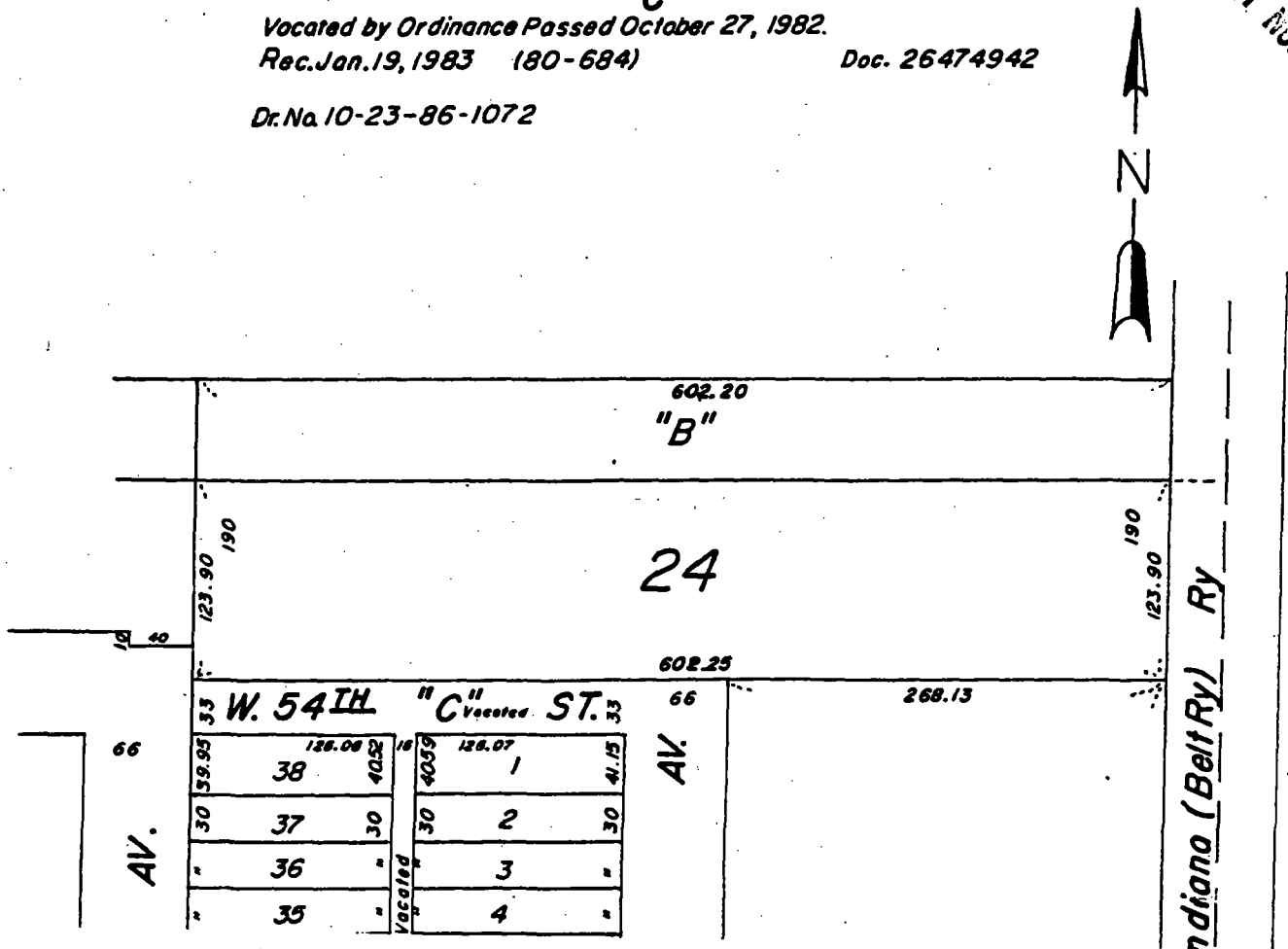
Vacated by Ordinance Passed October 27, 1982.

Rec. Jan. 19, 1983 (80-684)

Doc. 26474942

Dr. No. 10-23-86-1072

ADVANCE COPY NO.





VACATION OF PORTIONS OF PUBLIC WAYS IN BLOCK  
BOUNDED BY EAST 71ST STREET, EAST 72ND  
STREET, SOUTH JEFFERY BOULEVARD AND  
SOUTH CLYDE 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, public alleys and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of South Clyde Avenue lying west of the east line of the west 7.67 feet of Lot 16 in Block 2 in Stave and Klemm's Subdivision of the N.E. 1/4 of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian; lying west of the west line of Lots 16 to 20, both inclusive, in Carl Lundahl's Resubdivision of Lots 5, 6 and 7 (except the west 74.14 feet thereof) in Block 2 in Stave and Klemm's Subdivision aforementioned; lying east of the east line of Lots 11 to 15 in Carl Lundahl's Resubdivision aforementioned; lying east of the east line of Lots 1 to 5, both inclusive, in E.T. Hendee's Resubdivision of Lots 14, 15 and the west 7.67 feet of Lot 16 in Block 2 in Stave and Klemm's Subdivision aforementioned; lying east of the east line of the east-west 16-foot public alley as dedicated by Plat recorded April 12, 1923 as Document No. 7879037, being the north 16 feet of Lot 5 in E.T. Hendee's Resubdivision aforementioned; lying south of the south line of East 71st Street as widened by ordinance passed April 26, 1916, Order of Possession January 18, 1927, being a line 22 feet south of and parallel to the north line of Lots 11 and 16 in Carl Lundahl's Resubdivision aforementioned; and lying north of a line drawn from the southeast corner of Lot 1 in E.T. Hendee's Resubdivision aforementioned to the intersection of the south line of Lot 16 and the east line of the west 7.67 feet of Lot 16 in Block 2 in Stave and Klemm's Subdivision aforementioned;

Also

all of the north-south 8-foot public alley lying west of the west line of Lots 11 to 15, both inclusive, in Carl Lundahl's Resubdivision aforementioned; lying east of the east line of the west 74.14 feet of Lot 7 in Block 2 in Stave and Klemm's Subdivision aforementioned; lying north of the south line of Lot 7 in Block 2 in Stave and Klemm's Subdivision aforementioned; and lying south of the south line of East 71st Street as widened by ordinance passed April 26, 1916, Order of Possession January 18, 1927, being a line 22.0 feet south of and parallel to the north line of Lot 7 in Block 2 in Stave and Klemm's Subdivision aforementioned;

Also

all of the east-west 16-foot public alley as dedicated by Plat recorded April 12, 1923 as Document No. 7879037, being described as the north 16 feet of Lot 5 in E.T. Hendee's Resubdivision aforementioned;

Also

all of the remaining north-south 16-foot public alley lying west of the west line of Lot 5; lying east of the east line of Lot 6; lying south of a line drawn from the northwest corner of Lot 5 to the northeast corner of Lot 6; and lying north of the westwardly extension of the south line of the north 16 feet of Lot 5, all in E.T. Hendee's Resubdivision aforementioned; said public street, public alleys and part of public alley herein vacated being further described as all that part of South Clyde Avenue lying between East 71st Street and East 72nd Street, together with all of the north-south 8-foot public alley, all of the east-west 16-foot public alley and all of the remaining north-south 16-foot public alley in the block bounded by East 71st Street, East 72nd Street, South Jeffery Boulevard and South Clyde 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 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 all that part of South Clyde Avenue and all of the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the City of Chicago (Department of Economic Development) 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 13313 of this Journal].

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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EXEMPTION OF VARIOUS BUSINESSES FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys, to which had been referred on December 23, 1987, March 9, 30, and April 13, 1988, sundry proposed ordinances and proposed orders exempting various businesses from the physical barrier requirement pertaining to alley accessibility, submitted separate reports recommending that the City Council pass said proposed ordinances and orders which were transmitted therewith.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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

(Continued on page 13314)

ADVANCE COPY NO. 1

**"A"**

Stave and Klemm's Sub. of N.E. 1/4 Sec. 25-38-14.  
Rec. Oct. 1, 1860

Ante-Fire

**"B"**

Carl Lundahl's Re-Sub. of lots 5, 6 and lot 7 (except the W. 74.14 ft. thereof) in Blk. 2 in  
Stave and Klemm's Sub. of N.E. 1/4 Sec. 25-38-14.  
Rec. Oct. 25, 1915

Doc. No. 5737451

**"C"**

E.T. Hendee's Re-Sub. of lots 14, 15, and the W. 7.67 ft. of lot 16 in Blk. 2, Stave and Klemm's  
Sub. of the N.E. 1/4 Sec. 25-38-14.  
Rec. Oct. 25, 1915

Doc. No. 5737452

**"D"**

Dedication for Public Alley.  
Rec. April 12, 1923

Doc. No. 7879037

**"E"**

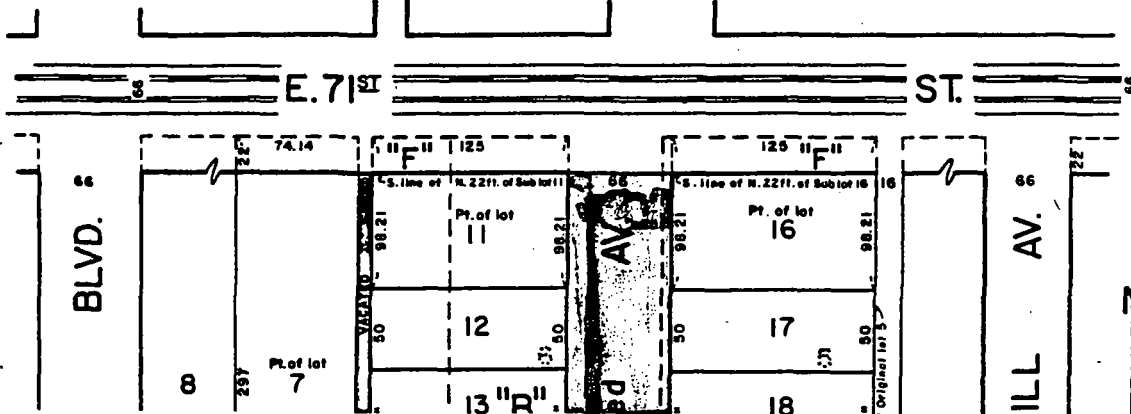
Vacated by Ordinance Passed Mar. 14, 1923.  
Rec. April 12, 1923

Doc. No. 7879038

**"F"**

Ordinance for Widening of E. 7<sup>th</sup> St. from Stoney Island Av. to Yates Av. Passed April 26, 1916  
Order of Possession Jan. 18, 1927

DR. NO. 25-5-87-1127



(Continued from page 13312)

*Beu Florist.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to rear parking facilities for Beu Florist at 5630 North Pulaski Road.

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*Chroma Color, Incorporated.*

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago the Commissioner of Public Works is hereby authorized and directed to exempt Chroma Color, Incorporated, 1130 West Adams Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent to the above mentioned premises.

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

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*Fidelity Savings And Loan Association.*

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago the Commissioner of Public Works is hereby authorized and directed to exempt Fidelity Savings and Loan Association, 5444--5448 West Belmont Avenue, from the provisions requiring barriers as a prerequisite to prohibit ingress and/or egress to the parking facility adjacent thereto.

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

*Garfield Ridge Trust And Savings Bank.*

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Garfield Ridge Trust and Savings Bank, 6353 West 55th Street, from the provisions requiring barricades to prohibit ingress/egress to parking facilities at 5502--5508 South Mulligan Avenue; and 5511 South Mulligan Avenue, through alleyways.

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

---

*Kenwood Oakland Development Corporation.*

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Kenwood Oakland Development Corporation, 1236--1238 East 46th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for the Woodlake Village Townhomes, 4521 South Woodlawn Avenue.

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

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*Marie's Pizza And Restaurant.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to parking facilities for Marie's Pizza and Restaurant at 4127 West Lawrence Avenue.

*Red Tomato Deli And Pizzaria.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and egress to parking facilities for Red Tomato Deli and Pizzaria located at 3415-- 3421 North Southport Avenue.

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*Woodlake Village.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to parking facilities for the Woodlake Village, a residential development at 4505--4521 South Woodlawn Avenue, 4500 A-G South Lake Park Avenue; and 4529--4623 South Woodlawn Avenue; and 1204 East 46th Street, A-H and J-Z.

---

ISSUANCE OF PERMIT FOR PLACEMENT OF KIOSK IN  
FRONT OF 247 EAST ONTARIO STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to Mr. Lincoln K. A. Schatz, to place a kiosk on the public way in front of the building commonly known as 247 East Ontario Street, subject to the approval of plans, without fees, without compensation, and on the condition that the adjacent property owner(s) shall assume full responsibility for maintenance, and shall indemnify, insure and hold harmless the City of Chicago from all liability.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays -- None.*

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

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PERMISSION GRANTED FOR CONSTRUCTION OF DECORATIVE  
PAVILION AND FENCE ON NORTHWEST CORNER OF  
WEST CERMAK ROAD AND SOUTH  
WENTWORTH AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Chinatown Chamber of Commerce, 208 West Cermak Road, for the construction of a decorative pavilion and also a fence around subject pavilion on the southwest end of the Chinatown Parking Lot located on the northwest corner of West Cermak Road and South Wentworth Avenue.

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

*Yeas --* Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays -- None.*

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

---

PERMISSION GRANTED FOR ERECTION OF DIRECTIONAL SIGN  
AT 4050 WEST MELROSE STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:



*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jas. D. Ahern Sign Company, 3257 South Harding Avenue, Chicago, to erect a directional sign reading Belmont Community Hospital, in the public way at 4050 West Melrose Street, measuring 8 feet 0 inches in height and 4 feet 0 inches in width.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

---

ERECTION OF SCULPTURE ON PUBLIC WAY IN FRONT  
OF 247 EAST ONTARIO STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to Mr. Lincoln K. A. Schatz, to erect a sculpture on the public way in front of the building commonly known as 247 East Ontario Street, subject to the approval of plans, without fees, without compensation, and on the condition that the adjacent property owner(s) shall assume full responsibility for maintenance, and shall indemnify, insure and hold harmless the City of Chicago from all liability.

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

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

*Rules Suspended --* AMENDMENT OF ORDINANCE  
FOR VACATION OF PORTION OF  
NORTH LAKEWOOD AVENUE.

Alderman Gabinski moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon an amending ordinance concerning the vacation of a portion of North Lakewood Avenue. The motion *Prevailed*.

The following is said proposed ordinance:

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

SECTION 1. That the ordinance passed by the City Council April 13, 1988, appearing on pages 12075--12077--12078--12079 of the Journal of the Proceedings of said date "Vacation of portion of North Lakewood Avenue between North Clybourn Avenue and North Kingsbury Street", be and the same is hereby amended by striking "the sum of Sixty-two Thousand One Hundred Fifty- five and no/100 Dollars (\$62,155.00)" appearing in Section 2 of said ordinance as passed and inserting in lieu thereof "the sum of Forty-eight Thousand Sixty and no/100 Dollars.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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REGULAR ORDER OF BUSINESS RESUMED.

**MATTERS PRESENTED BY THE ALDERMEN****(Presented By Wards, In Order, Beginning With The Fiftieth Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

---

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

---

***Referred -- ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
CALDWELL (8th Ward)	East 79th Street, at 2035--at all times--no exceptions;
SHEAHAN (19th Ward)	South Bell Avenue (east side) just north of West 95th Street--8:00 A.M. to 6:00 P.M.--no exceptions;
GUTIERREZ (26th Ward)	West Lyndale Street, at 3109 (approximately 25 feet in either direction)--7:00 A.M. to 7:00 P.M.--Monday through Saturday;  West Division Street, at 1737 (approximately 30 feet north of the alley)

Alderman	Location, Distance And Time
	--7:00 A.M. to 7:00 P.M.--Monday through Friday;
AUSTIN (34th Ward)	South Halsted Street, at 10935--at all times--no exceptions;
CULLERTON (38th Ward)	West Irving Park Road, at 5641--9:00 A.M. to 7:00 P.M.--Monday through Saturday;
EISENDRATH (43rd Ward)	North Ritchie Court, at 1313 (between the entrances in front of the apartment building) for approximately 89 feet--8:00 A.M. to 8:00 P.M.--15 minute parking--Monday through Sunday;
ORR (49th Ward)	North Sheridan Road (west side) from a point 75 feet north of West Columbia Avenue property line to a point 25 feet north thereof--12:00 Noon to 10:00 P.M.--no exceptions.

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*Referred* -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION  
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:

Alderman	Public Way
LANGFORD (16th Ward)	South Justine Street, from 6900 to 7000--southerly;
KRYSTYNIAK (23rd Ward)	First east-west alley north of West Archer Avenue, from South Normandy Avenue to South Rutherford Avenue--westerly.

*Referred* -- REPEAL OF ONE-WAY TRAFFIC RESTRICTION  
ON PORTION OF SOUTH SPAULDING AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance repealing an ordinance passed September 9, 1987 (C.J. p. 3647) by striking therefrom "South Spaulding Avenue, between West 114th Street and West 115th Street", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- DISCONTINUANCE OF ONE-WAY TRAFFIC  
RESTRICTION ON PORTION OF NORTH  
OAKLEY BOULEVARD.

Alderman Gutierrez (26th Ward) presented a proposed ordinance which would amend an ordinance passed December 4, 1970 (C.J. p. 9523) by discontinuing the one-way traffic restriction on North Oakley Boulevard, from West Division Street to West North Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- LIMITATION OF PARKING DURING SPECIFIED  
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

FARY (12th Ward)

West 35th Street (south side) from South Damen Avenue to South Winchester Avenue--1 hour parking--9:00 A.M. to 6:00 P.M.--Monday through Saturday;

West 37th Street (north side) from South Archer Avenue to the first driveway east thereof--1 hour parking--at all times--no exceptions;

5/11/88

NEW BUSINESS PRESENTED BY ALDERMEN

13323

Alderman

Location, Distance And Time

*GUTIERREZ* (26th Ward)

North Milwaukee Avenue, at 1872 (approximately 12 feet north and south from said address)--30 minute parking--9:00 A.M. to 7:00 P.M.--Monday through Saturday;

*GABINSKI* (32nd Ward)

North Union Avenue, at 509--1 hour parking--8:00 A.M. to 8:00 P.M.--no exceptions;

*LEVAR* (45th Ward)

North Harlem Avenue, at 5231 (alongside on West Farragut Avenue, from North Harlem Avenue to the first alley east thereof)--1 hour parking--9:00 A.M. to 5:00 P.M.--Monday through Friday;

North Elston Avenue, at 5333 (from the bus stop north to the end of the building, approximately 60 feet)--1 hour parking--8:00 A.M. to 4:00 P.M.--Monday through Friday.

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*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

*CALDWELL* (8th Ward)

East 80th Street, at 935 (except for handicapped);

*BURKE* (14th Ward)

South Francisco Avenue, at 5920 (except for handicapped);

## Alderman

## Location And Distance

*LANGFORD* (16th Ward)

South Green Street, at 5526;

South Racine Avenue, at 5413;

*KRYSTYNIAK* (23rd Ward)

West 63rd Street, at 6427 (driveway);

South Major Avenue (east side) from  
South Archer Avenue to the first alley  
north thereof;West 50th Place (south side) from South  
Ridgeway Avenue to the first alley west  
thereof;West 53rd Street (south side) from South  
Kostner Avenue to the first alley west  
thereof;*GUTIERREZ* (26th Ward)North Fairfield Avenue, at 1646 (except  
for handicapped);*AUSTIN* (34th Ward)West 110th Place, at 316 (except for  
handicapped);*KOTLARZ* (35th Ward)North Monticello Avenue, at 4340  
(except for handicapped);*BANKS* (36th Ward)North Newland Avenue, at 2418 (except  
for handicapped);*CULLERTON* (38th Ward)North Forest Preserve Avenue, at 7430  
for approximately 40 feet (except for  
handicapped);West Cornelia Avenue, at 6557 (except  
for handicapped);*LAURINO* (39th Ward)North Central Park Avenue, at 6237  
(except for handicapped);*PUCINSKI* (41st Ward)North Natoma Avenue, at 6521 (except  
for handicapped);North Neenah Avenue, at 5308 (except  
for handicapped);

Alderman	Location And Distance
LEVAR (45th Ward)	West Carmen Avenue, at 4902 (except for handicapped);  North Milwaukee Avenue (west side) from 4956 to the corner;
OSTERMAN (48th Ward)	West Berwyn Avenue, at 1005 (driveway);
STONE (50th Ward)	West Greenleaf Avenue, at 2728 (except for handicapped).

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*Referred--* PROHIBITION OF PARKING DURING SPECIFIED  
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
FARY (12th Ward)	West 40th Street (north side) from South California Avenue to the first alley west thereof--7:00 A.M. to 9:00 A.M.--Monday through Saturday;
GARCIA (22nd Ward)	West 26th Street, from South California Avenue to the city limits--Monday and Wednesday--7:00 A.M. to 9:00 A.M. (south side)--Thursday and Friday--7:00 A.M. to 9:00 A.M. (north side);
KRYSTYNIAK (23rd Ward)	South Melvina Avenue (both sides) from West 63rd Street to the first alley north and south thereof--7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.;  South Merrimac Avenue (west side) from South Archer Avenue to the first alley



## Alderman

## Location, Distance And Time

north thereof--8:00 A.M. to 10:00 A.M.--  
Monday through Friday;

**GUTIERREZ** (26th Ward)

West Moffat Street, beginning at 2525 to  
approximately 40 feet east thereof--8:00  
A.M. to 6:00 P.M.--Monday through  
Friday;

West Moffat Street, from 2526 to 2536--  
8:00 A.M. to 6:00 P.M.--Monday through  
Friday.

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*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT  
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and 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

**FARY** (12th Ward)

West 40th Street, from South California  
Avenue to South Francisco Avenue--7:00  
A.M. to 6:00 P.M.--Monday through  
Friday;

West 40th Place, from South California  
Avenue to South Francisco Avenue--7:00  
A.M. to 6:00 P.M.--Monday through  
Friday;

2400 block of West 48th Street (north  
side) from South Western Avenue to  
South Campbell Avenue--24 hours daily--  
Monday through Saturday;

**MADRZYK** (13th Ward)

West 61st Street (south side) from South  
Keating Avenue to the first alleys east  
and west thereof;

## Alderman

## Location, Distance And Time

*SHEAHAN* (19th Ward)

South Keating Avenue (both sides) from  
6100 south to 6200 south;

West 62nd Street (north side) from South  
Keating Avenue to the first alleys east  
and west thereof;

South Wood Street (both sides) from West  
103rd Street to West 104th Place--at all  
times--daily;

West 104th Street (both sides) from  
South Wood Street to South Hale  
Avenue--at all times--daily;

*KRYSTYNIAK* (23rd Ward)

South Millard Avenue (south side) from  
West 53rd Street to the first alley east  
thereof--6:00 A.M. to 10:00 P.M.--daily;

*KOTLARZ* (35th Ward)

North Lawndale Avenue, from the first  
alley south of West Addison Street to  
West Eddy Street--at all times--Monday  
through Saturday.

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*Referred* -- EXTENSION OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF WEST  
TALCOTT AVENUE.

Alderman Pucinski (41st Ward) presented a proposed ordinance to amend a previously passed ordinance by extending the existing residential permit parking zone to include the north side of West Talcott Avenue, between North Oconto Avenue and North Odell Avenue, from 8:00 A.M. to 8:00 P.M. on Monday through Friday, which was *Referred* to the *Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF NORTH WOLCOTT AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance which would amend an ordinance passed March 30, 1988 (C.J. pp. 11671--11674) by striking the words "North Wolcott Avenue (west side) from West Lawrence Avenue to West Wilson Avenue" and "North Wolcott Avenue (east side) from the first east-west alley south of West Lawrence Avenue to the first east-west alley north of West Wilson Avenue--Zone 126--at all times" relative to residential permit parking zones on West Wolcott Avenue and inserting in lieu thereof the words "North Wolcott Avenue (both sides) from West Leland Avenue to West Wilson Avenue--Zone 126--at all times", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DESIGNATION OF SERVICE DRIVE/DIAGONAL  
PARKING ON PORTION OF NORTH CHRISTIANA  
AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to designate the west side of North Christiana Avenue, from West Lawrence Avenue to the first alley north thereof as a service drive and to permit diagonal parking in said location, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ESTABLISHMENT OF DIAGONAL PARKING  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish 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
BUTLER (27th Ward)	In the 300 block of North Bell Avenue;
HAGOPIAN (30th Ward)	From the 2600 block of North Cicero Avenue (west side) to West Wrightwood Avenue;

Alderman

Location And Distance

In the 4400 block of West Belden Avenue (north side) from North Kenneth Avenue to the first alley west of North Kostner Avenue.

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*Referred* -- ESTABLISHMENT OF TOW AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

*ROTI* (1st Ward)

West Couch Place (both sides) from North Wacker Drive to North Franklin Street--at all times--no exceptions;

*NATARUS* (42nd Ward)

North Clark Street (west side) from West North Avenue to West Walton Street--at all times--no exceptions;

West Erie Street, at 536--at all times--no exceptions;

North Clark Street (east side) from West North Avenue to West Walton Street--4:00 P.M. to 6:00 P.M.--no exceptions;

*EISENDRATH* (43rd Ward)

North Wilton Avenue, at 2643 (driveway)--at all times--no exceptions;

North Orleans Street, at 2000 (driveway)--at all times--no exceptions;

North Kenmore Avenue, at 2026 (driveway)--at all times--no exceptions;

West Armitage Avenue, at 1101 (driveway)--at all times--no exceptions;

Alderman	Location, Distance And Time
OSTERMAN (48th Ward)	North Sheridan Road, at 5420 (driveway)--at all times--no exceptions;
	North Sheridan Road, at 5418 (driveway)--at all times--no exceptions.

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*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
MADRZYK (13th Ward)	South Latrobe Avenue, at West 63rd Place--"Stop";
	West 64th Street, at South Leclaire Street--"Stop";
LANGFORD (16th Ward)	West 63rd Street, at 1408--"No Parking";
SHEAHAN (19th Ward)	South Ridgeway Avenue, between South 105th Street and South 106th Street--"Slow--Children Playing";
	West 113th Place and South Oakley Avenue--"Four-Way Stop";
	West 114th Street and South Oakley Avenue--"Two-Way Stop";
J. EVANS (21st Ward)	South Throop Street, at West 97th Street--"Stop";
	South Racine Avenue, at West 97th Street--"Stop";

## Alderman

## Location And Type Of Sign

West 91st Street, at South Princeton Avenue--"Stop";

South Racine Avenue, at West 96th Street--"Stop";

South Peoria Street, at West 86th Street--"Stop";

South Parnell Avenue, at West 86th Street--"Stop";

South Throop Street, at West 98th Street--"Stop";

*GARCIA (22nd Ward)*

South Kildare Avenue, at West 28th Street--"Stop";

South Boulevard Way, at West 25th Street--"Stop";

West 25th Street, at South Millard Avenue--"Stop";

South Kildare Avenue, at West 25th Place--"Stop";

West 23rd Street, at South Albany Avenue--"Stop";

West 24th Street, at South Christiana Avenue--"Stop";

*KRYSTYNIAK (23rd Ward)*

West 57th Street, at South Monitor Avenue--"Stop";

West 50th Place, at South Ridgeway Avenue--"Stop";

*GUTIERREZ (26th Ward)*

West LeMoyne Street, at North Hoyne Avenue--"Stop";

*HAGOPIAN (30th Ward)*

West Wabansia Avenue, at North Mango Avenue--"Stop";

## Alderman

## Location And Type Of Sign

*MELL* (33rd Ward)

West Wrightwood Avenue, at North Lockwood Avenue--"Stop";

West School Street and North Troy Street--"Three-Way Stop";

North Milwaukee Avenue, at North Rockwell Street--"Stop";

*KOTLARZ* (35th Ward)

West Byron Street and North Ridgeway Avenue--"Four-Way Stop";

*CULLERTON* (38th Ward)

North Major Avenue, at West Grace Street--"Stop";

Entrances to the east-west alley bounded by North Linder Avenue, North Central Avenue, West Dakin Street and West Byron Street--"Thru Traffic Prohibited";

*EISENDRATH* (43rd Ward)

West Belden Avenue and North Wayne Avenue--"All-Way Stop";

*HANSEN* (44th Ward)

North Lake Shore Drive, at West Barry Avenue--"Stop";

West Fletcher Street, at North Lakewood Avenue--"Stop";

*LEVAR* (45th Ward)

West Agatite Avenue and West Sunnyside Avenue, from North Laramie Avenue to North Lockwood Avenue--"Thru Traffic Prohibited";

Entrances to the north-south alleys bounded by West Montrose Avenue, West Agatite Avenue, North Laramie Avenue and North Lockwood Avenue--"Thru Traffic Prohibited".

*Referred --* REPEAL OF ORDINANCE ESTABLISHING  
HANDICAPPED PARKING AT 5123  
WEST 63RD PLACE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance repealing a previously passed ordinance establishing handicapped parking at 5123 West 63rd Place, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* PROPOSED STUDY REGARDING INSTALLATION  
OF RESIDENTIAL PARKING ONLY SIGNS AT  
8600 BLOCK OF SOUTH  
KOLMAR AVENUE.

Alderman Kellam (18th Ward) presented a proposed order to conduct a study for the purpose of installing residential parking only signs on both sides of the 8600 block of South Kolmar Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* ESTABLISHMENT OF WEIGHT LIMITATION  
ON PORTION OF WEST 43RD STREET.

Alderman Fary (12th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on both sides of West 43rd Street, from South Archer Avenue to South Kedzie Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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2. ZONING ORDINANCE AMENDMENTS.



*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

The aldermen named below presented two proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

**BY ALDERMAN GUTIERREZ (26th Ward):**

To classify as a B2-1 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 3-I bounded by

West Augusta Boulevard; a line 25 feet east of and parallel to North Rockwell Street; the alley south of and parallel to West Augusta Boulevard; North Rockwell Street.

**BY ALDERMAN KOTLARZ (35th Ward):**

To classify as an R1 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 9-K bounded by

West Addison Street; North Milwaukee Avenue; the Milwaukee Road Railroad tracks; West Irving Park Road; North Pulaski Road; West Addison Street.

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3. CLAIMS.

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*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-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

ROTI (1st Ward)

Mrs. Jay Lawrence;

T. EVANS (4th Ward)

5200 Dorchester Condominium;

## Alderman

## Claimant

*MADRZYK* (13th Ward)

Ms. Irene Kelly;

*BURKE* (14th Ward)

Ms. Teresa Granahan;

*KRYSTYNIAK* (23rd Ward)

6718 West 64th Place Corporation;

Ms. Mary Ann Cacciottolo;

Purgloss View Condominium  
Association;

Mr. Adam Mikos;

Mr. Stanley W. Estka;

*GABINSKI* (32nd Ward)

Ms. Stella G. Jarembowski;

*MELL* (33rd Ward)

Mr. John F. Nasca;

*PUCINSKI* (41st Ward)Edison Park Place Condominium  
Association;6847--6849 North Olmsted Avenue  
Condominium;Friendly Village Condominium  
Association 1;5989--5991 North Northwest Highway  
Condominium Association;*NATARUS* (42nd Ward)

The Towers Condominium Association;

777 Condominium Association;

*EISENDRATH* (43rd Ward)Dayton Diversey Condominium  
Association;

Alderman

Claimant

Howe Court Condominium Association;

1550 Condominium Association;

*LEVAR* (45th Ward)Carousel Court Condominium  
Association;

Jeffersonian Condominium Association;

*OSTERMAN* (48th Ward)

Lakeside Place Condominium;

Glenlake Court Condominium  
Association;

918 West Winona Condominiums;

Granville Tower Condominium;

Park Tower Condominium Association;

5445 North Kenmore Homeowners;

*STONE* (50th Ward)

Ms. Anna Sands.

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#### 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):**

*Referred --* REPEAL OF TAXICAB STAND 513 ON PORTION  
OF WEST CERMAK ROAD.

A proposed ordinance to repeal the ordinance establishing taxicab stand 513 located along the south curb of West Cermak Road, from a point 120 feet west of South Wentworth Avenue to a point 60 feet west thereof, for three vehicles, which was *Referred to the Committee on Local Transportation*.

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*Referred --* ESTABLISHMENT OF TAXICAB STAND 581  
ON PORTION OF SOUTH DEARBORN STREET.

Also, a proposed ordinance to establish taxicab stand 581 along the west curb of South Dearborn Street, from a point 20 feet north of West Harrison Street to a point 75 feet north thereof, for three vehicles, which was *Referred to the Committee on Local Transportation*.

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*Referred --* GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the organizations listed, for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Deli on Dearborn, doing business as Deli on Dearborn Restaurant--to maintain and use a portion of the public way adjacent to its property at 723 South Dearborn Street for use as a sidewalk cafe;

Trinken, Incorporated, doing business as Tap and Growler Restaurant--to maintain and use a portion of the public way adjacent to its property at 901 West Jackson Boulevard for use as a sidewalk cafe; and

Orchestral Association--to maintain and use vaulted sidewalk space adjacent to its property at 220 South Michigan Avenue.

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH PEORIA STREET FOR STREET FAIR.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Ralph J. Vaivada, President of Trinken, Incorporated, to close to traffic South Peoria Street, between West Jackson Boulevard and West Van Buren Street, on Thursday, July 14, 1988 for the purpose of holding a street fair in conjunction with a five kilometer run, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST ADAMS STREET FOR OKTOBERFEST.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. William Marquardt, Vice President of The Berghoff Restaurant, to close to traffic West Adams Street, between North Dearborn Street and North State Street for the period extending September 13 through September 18, 1988 for the purpose of holding the 1988 Oktoberfest, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred -- PERMISSION TO HOLD VARIOUS CHINATOWN  
OUTDOOR FAIRS AND FESTIVALS.*

Also, three proposed orders directing the Commissioner of Public Works to grant permission to Mr. Kenneth Pickering to hold the Chinatown outdoor fairs and festivals noted below, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Chinatown Kiddie Carnival--on both sides of South Wentworth Avenue, from West Cermak Road to West 26th Street for the period extending June 21 through June 26, 1988;

Chinatown Summer Fair--on both sides of South Wentworth Avenue, from West Cermak Road to West 26th Street on Sunday, June 26, 1988; and

Chinatown Summer Fair, Art Fair--on both sides of South Wentworth Avenue, from West Cermak Road to West 26th Street, and on both sides of West 23rd Street, from South Wentworth Avenue to South Princeton Avenue on Sunday, June 26, 1988.

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST LAKE STREET FOR LIMOUSINE  
STANDING AREA.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Joseph J. Ahern of WLS Television, to close to traffic the south lane of West Lake Street, between North Dearborn and North State Streets on Thursday, May 19, 1988 for the purpose of providing a standing area for the arrival and departure of the limousines for out-of-town guests, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ISSUANCE OF SIGN PERMIT FOR ERECTION  
OF SIGN/SIGNBOARD AT 1410 SOUTH  
CLINTON STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to National Advertising Company for the erection of a sign/signboard at 1410 South Clinton Street for Karoll's Mens Wear, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN RUSH (2nd Ward):**

*Referred* -- CONSIDERATION TO INSTALL BUS PASSENGER  
SHELTER ON PORTION OF SOUTH  
INDIANA AVENUE.

A proposed order requesting the Chicago Transit Authority to consider the installation of a bus passenger shelter with a seating bench on South Indiana Avenue, at the southwest corner of its intersection with East 41st Street, which was *Referred to the Committee on Local Transportation*.

Presented By

**ALDERMAN RUSH (2nd Ward) And OTHERS:**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27  
BY ADDING NEW SECTIONS 27-248.1 AND 27-311.1  
PERTAINING TO OPERATION OF VEHICLES ON  
OR NEAR CHICAGO HOUSING  
AUTHORITY PROPERTY.

A proposed ordinance, presented by Aldermen Rush, Roti, Tillman, Shaw, T. Evans and Butler, to amend Chapter 27 of the Municipal Code by adding thereto new sections to be known as Sections 27-248.1 and 27-311.1, restricting the operation of vehicles on or near Chicago Housing Authority property, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN BLOOM (5th Ward):**

CHICAGO WHITE SOX BASEBALL TEAM URGED TO  
STAY IN CHICAGO.

A proposed resolution reading as follows:

*Be It Resolved,*

Jerry and Eddie, lend us an ear,  
Please don't make this our White Sox last year.

We've offered you money, we've given you space,  
We've proved our devotion even when you're in last place!

Why in the world would you move to St. Pete?  
A town where they don't even wear sox on their feet!

Stay here in Chicago where you belong,  
We'll even get Sinatra to write you a song.

Think of our kids, think of their dads,  
Who have idolized Sox heroes since they were lads.

Don't take lightly the ghost of Bill Veeck,  
Whose dismay and displeasure will weigh on your neck.

And don't assume that retirees will come day after day,  
To see your baseball entry attempt to play.

Remember there is golf, there are malls and a sea,  
Many more distractions for folks' time than have we.

So give us your word that our White Sox will stay,  
Here in Chicago where they are destined to play.

And we'll buy lots more tickets, we'll drink lots more beer,  
We'll bring all our friends and like heck will we cheer.

We'll do it together in true Chicago style,  
And to the faces of Harold and Richard J.  
we'll bring a sweet smile.

Alderman Bloom 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 Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- GRANT OF PRIVILEGE TO THE PRAIRIE CITY  
DINER LIMITED, (DOING BUSINESS AS PRAIRIE CITY  
DINER), FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to The Prairie City Diner



Limited, doing business as Prairie City Diner, to maintain and use a portion of the public way adjacent to its property at 1329 East 57th Street for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys.*

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*Referred --* PERMISSION TO HOLD CHILDREN'S BOOK FAIR  
ON PORTION OF EAST 57TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Pecquet & Janowitz, attorneys for the 57th Street Children's Book Fair Committee, to hold a children's book fair on both sides of East 57th Street, between South Dorchester and South Kenwood Avenues on Sunday, September 25, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS  
URGED TO STUDY STRUCTURE AND OPERATION OF HEALTH  
CARE PREFERRED PROVIDER ORGANIZATIONS, AND  
OTHER CITY AGENCIES URGED TO CREATE  
COMPARISON REPORT OF  
SERVICES.

Also, a proposed resolution urging the Committee on the Budget and Government Operations to study the structure and operation of health care Preferred Provider Organizations, and further urging the Department of Purchasing, Contracts and Supplies, and the Comptroller's Office to prepare a cost-effectiveness comparison report of the services offered by various health care organizations, which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

ALDERMAN BEAVERS (7th Ward):

*Referred* -- REQUESTS FOR PAVING OF SPECIFIED PUBLIC  
ALLEYS BY SPECIAL ASSESSMENT.

Twenty-one proposed orders requesting the Board of Local Improvements to institute the necessary proceedings for the paving with concrete, by special assessment, the alleys specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alley in the area bounded by East 78th, East 79th, South Saginaw Avenue and South Marquette Road;

Alley in the area bounded by East 79th, East 80th, South Colfax Avenue and South Saginaw Avenue;

Alley in the area bounded by East 79th, East 80th, South Escanaba Avenue and South Exchange Avenue;

Alley in the area bounded by East 80th, East 81st, South Coles Avenue and South South Shore Drive;

Alley in the area bounded by East 80th, East 81st, South Colfax Avenue and South Saginaw Avenue;

Alley in the area bounded by East 80th, East 81st, South Kingston Avenue and South Colfax Avenue;

Alley in the area bounded by East 80th, East 81st, South Phillips Avenue and South Essex Avenue;

Alley in the area bounded by East 80th, East 81st, South Yates Boulevard and South Phillips Avenue;

Alley in the area bounded by East 81st, East 82nd, South Kingston Avenue and South Colfax Avenue;

Alley in the area bounded by East 81st, East 82nd, South Saginaw Avenue and South Colfax Avenue;

Alley in the area bounded by East 81st, East 82nd, South Saginaw Avenue and South Marquette Road;

Alley in the area bounded by East 82nd, East 83rd, South Burnham Avenue and South Muskegon Avenue;

Alley in the area bounded by East 82nd, East 83rd, South Exchange Avenue and South Escanaba Avenue;

Alley in the area bounded by East 82nd, East 83rd, South Kingston Avenue and South Colfax Avenue;

Alley in the area bounded by East 82nd, East 83rd, South Marquette Road and South Manistee Avenue;

Alley in the area bounded by East 82nd, East 83rd, South Muskegon Avenue and South Escanaba Avenue;

Alley in the area bounded by East 83rd, East 84th, South Colfax Avenue and South Kingston Avenue;

Alley in the area bounded by East 83rd, East 84th, South Manistee Avenue and South Burnham Avenue;

Alley in the area bounded by East 83rd, East 84th, South Manistee Avenue and South Marquette Road;

Alley in the area bounded by East 85th, East 86th, South Exchange Avenue and South Commercial Avenue; and

Alley in the area bounded by East 85th, East 86th, South Saginaw Avenue and South Marquette Road.

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Presented By

**ALDERMAN CALDWELL (8th Ward):**

*Referred --* ISSUANCE OF SIGN PERMIT FOR ERECTION  
OF SIGN/SIGNBOARD AT 9258 SOUTH  
STONY ISLAND AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to M-K Signs, Incorporated for the erection of a sign/signboard at 9258 South Stony Island Avenue for Ramp, Incorporated, doing business as Midas Muffler & Brakes, which was *Referred to the Committee on Zoning.*

Presented By

**ALDERMAN VRDOLYAK (10th Ward):**

GRATITUDE EXTENDED LATE MR. ALLAN J. BENSON  
FOR OUTSTANDING COMMUNITY SERVICE.

A proposed resolution reading as follows:

WHEREAS, The City of Chicago is blessed with a wealth of men and women of many corporations, companies, businesses and utilities who volunteer their time, talents and efforts to so many communities throughout our City; and

WHEREAS, One such company who encourages such participation is the Commonwealth Edison Company, and one such volunteer was Allan J. Benson; and

WHEREAS, Allan J. Benson for over forty years served in so many areas of community life; and

WHEREAS, Allan J. Benson served his church, the Mount Zion Lutheran Church, the Boy Scouts of Troop 576 as a Silver Beaver Leader, community organizations, the South Chicago Y.M.C.A., the South Chicago Hospital, the South Chicago Development Commission, the East Side Chamber of Commerce where he served as president, and the Calumet Area Industrial Commission. There was never a community activity where you would not find Al Benson in the forefront of effort. Al Benson was taken to his heavenly reward on May 26, 1987; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council in a meeting assembled this 11th day of May, 1988, do express our sincere gratitude to the Benson family and the officials of the Commonwealth Edison Company for such great volunteer services; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to the Benson family at the dedication of an area newly acquired to be known as the Al Benson Park at ceremonies in conjunction with the re-dedication of the state line boundary marker at 103rd and Lake Michigan on May 31, 1988.

Alderman Stone 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 Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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Presented By

**ALDERMAN HUELS (11th Ward):**

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF  
PORTION OF WEST 38TH PLACE.**

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West 38th Place lying between the west line of South Stewart Avenue and the east line of South Normal Avenue for Berry Bearing Company (No. 33-11-88-1240); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Huels 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 Huels, the foregoing proposed order was *Passed*.

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***Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL ON  
PORTIONS OF WEST 34TH STREET AND SOUTH  
EMERALD AVENUE.**

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Boys and Girls Clubs of Chicago to hold a carnival on West 34th Street, between South Halsted Street and South Union Avenue, and on South Emerald Avenue, from 3400 to 3430, and also in the parking lot of the Citicorp Savings & Loan Association at 3400 South Halsted

Street for the period extending May 30 through June 6, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* ISSUANCE OF SIGN PERMITS FOR ERECTION OF  
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue sign permits to Whiteco Metrocom for the erection of signs/signboards at the locations listed and for the purposes specified, which were *Referred to the Committee on Zoning*, as follows:

2416 South Archer Avenue for general advertisers, various copy; and

223--225 West 43rd Street for general advertisers, various copy.

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Presented By

**ALDERMAN FARY (12th Ward):**

CONGRATULATIONS EXTENDED TO MR. JOSEPH HAMZIK  
ON HIS RETIREMENT FROM CHICAGO PARK  
DISTRICT SERVICE.

A proposed resolution reading as follows:

WHEREAS, Currie Park Supervisor Joseph Hamzik, better known as "Coach" for the past 30 years by his legion of friends, will be feted during a retirement banquet at the Mayfield Banquet Hall, 6072 South Archer on Friday, May 20, 1988. Hamzik spent his thirty years with the Chicago Park District here in the neighborhood, at Hoyne playground, 34th and Hoyne, and Currie Park, 49th and Archer Avenue, where he saw many of his park boys and girls grow in adulthood; and

WHEREAS, He did not rest on his laurels as a dedicated park supervisor of recreation. He researched and wrote two manuscripts on the colorful history of the community he uncovered, which has helped hundreds of local grammar school, high school and college students with their assignments. During those thirty years, Hamzik also inspired community pride in its citizens by writing over 200 historical articles that appeared in local community newspapers. His reputation as community historian brought him

citywide recognition with television interviews and metropolitan newspaper acknowledgements, with authors using Hamzik's researched community history, his name now appears in the bibliography of a number of current Chicago historical books; and

WHEREAS, As a local teenager, "Red" Hamzik excelled as a speedy athlete in basketball, softball and ice skating. At Kelly High, he played as a regular for three years on the varsity basketball team, leading the team in scoring in his senior year, and being chosen team captain. He prides in having played left field on Kelly High's first varsity basketball team back in 1937; and

WHEREAS, The Chicago Park District Committee on conducting Hamzik's Retirement Banquet extends a community invitation to attend and honor an outstanding citizen who has devoted his life to our youth and community; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago in meeting assembled this 11th day of May, 1988, do hereby congratulate Joseph Hamzik on his retirement, and wish him continued good health and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Joseph Hamzik.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED MR. AND MRS. LOZARO SOTO  
ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Lozaro and Maria Flora Soto celebrated their golden wedding anniversary during a 2:00 P.M. mass at Saint Pancratius Church on April 24, 1988; and

WHEREAS, The couple will be honored at Archview Banquets on Friday, May 13, 1988, hosted by their children; and

WHEREAS, Their family consists of the late Maria (Fernando) Astorga, Juanita (Alfonso) Corral, the late Pasqual Soto, Roberto (Theresa) Soto, Rojelina (Maria) Carroasco, Jesus (Lidia) Soto, Esther Soto, Sofia (Ruben) Rojas and Lozaro Soto, Jr. There are also 27 grandchildren and 5 great-grandchildren; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago in meeting assembled this 11th day of May, 1988, do hereby congratulate Lozaro and Maria Flora Soto on their golden wedding anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Lozaro and Maria Flora Soto.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED REVEREND WALTER SZCZYPULA  
ON 45TH ANNIVERSARY OF HIS ORDINATION  
TO PRIESTHOOD.

Also, a proposed resolution reading as follows:

WHEREAS, On Sunday May 1, 1988, Reverend Walter Szczypula celebrated his 45th anniversary in the priesthood during the 9:45 A.M. mass at Five Holy Martyrs Church, 43rd and South Richmond Street; and

WHEREAS, He was an Assistant at Holy Innocents, Saint Solomea, Saint Ladislaus, Saint Helen, Saint Anne, Saint Florian and last seven years at Five Holy Martyrs Parish; and



WHEREAS, He now assists Bishop Abramowicz at the Rectory; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago in meeting assembled this 11th day of May, 1988 do hereby congratulate Reverend Walter Szczypula, on the occasion of the 45th anniversary of his ordination to the Roman Catholic priesthood, and for his many good works over the years and wish him continued health and success in his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Reverend Walter Szczypula.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- CONSTRUCTION OF BUS PASSENGER SHELTERS  
ON PORTION OF WEST PERSHING ROAD.

Also, a proposed ordinance to construct bus passenger shelters for eastbound passengers on West Pershing Road, at its intersection with South Wood Street, which was *Referred to the Committee on Local Transportation*.

*Referred -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF SOUTH ARCHER AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Matt Rooney of the Brighton Park Businessmen's Association to hold a sidewalk sale on both sides of South Archer Avenue, from South California Avenue to South Kedzie Avenue for the period May 19 through May 22, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN MADRZYK (13th Ward):**

*Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 36,  
SECTION 36-31, BY REQUIRING ALDERMANIC  
NOTIFICATION PRIOR TO WARD  
PARADES.*

A proposed ordinance to amend Chapter 36 of the Municipal Code, Section 36-31, by requiring aldermanic notification prior to parades held in the ward, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred -- REPEAL OF MUNICIPAL CODE SECTION 33-19.1  
PERTAINING TO ALLEY ACCESSIBILITY.*

Also, a proposed ordinance to amend Chapter 33 of the Municipal Code by repealing Section 33-19.1 therein, pertaining to alley access for public parking facilities, which was *Referred to the Committee on Streets and Alleys.*

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Presented By

**ALDERMAN BURKE (14th Ward):**

APPRECIATION EXTENDED DR. JOSEF ENZWEILER FOR  
HIS SERVICE AS CONSUL GENERAL OF FEDERAL  
REPUBLIC OF GERMANY IN  
CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Dr. Josef Enzweiler, Consul General of the Federal Republic of Germany in Chicago, was born in Brotdorf, Saarland in 1926; and

WHEREAS, Dr. Enzweiler served in the military service in 1944 and 1945; and

WHEREAS, He studied Law, Economics and the Humanities at the Universities of Heidelberg, Aix-en-Provence/Marseille, Paris and Saarbruecken, receiving a Doctorate Degree in Law; and

WHEREAS, He has been in the Foreign Service of the Federal Republic of Germany since 1953; and

WHEREAS, In the Foreign Service he performed honorably as Attache in Bonn; Vice Consul in Zurich, Switzerland; Second Secretary in The Hague, Netherlands; Consul in Kaduna, Nigeria; Deputy Chief of Mission in Islamabad, Pakistan; Deputy Chief of Mission in The Hague, Netherlands; and from 1979--1985 as head of the section for Technical Cooperation with Developing countries in Bonn; and

WHEREAS, Dr. Enzweiler has served as Consul General in Chicago since March of 1985, performing his duties with much distinction; and

WHEREAS, Dr. Enzweiler will leave Chicago on June 9, 1988, to take up his new assignment as Ambassador of the Federal Republic of Germany in Luxembourg; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this 11th day of May, 1988 do hereby express our heartfelt appreciation for his service in Chicago and extend to him and his lovely wife, Maria-Luisa and their three children; Georg, Christian and Sybille our very best wishes for continued good health and success in his new assignment in Luxembourg; and

*Be Further Resolved*, That a suitable copy of this resolution be prepared and presented to Dr. Josef Enzweiler at a reception being held in his honor on Tuesday, May 24, 1988.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED MR. RONALD J. GIDWITZ ON  
BEING NAMED "CRAIN'S CHICAGO BUSINESS 1987  
EXECUTIVE OF THE YEAR".

Also, a proposed resolution reading as follows:

WHEREAS, Under the guidance of Ronald J. Gidwitz, Helene Curtis Industries, Incorporated has become a growth leader in the personal care products industry; and

WHEREAS, Since 1979, when Ronald J. Gidwitz took the helm at Helene Curtis, profits have hit new heights and revenues have quadrupled to nearly \$500 million; and

WHEREAS, Mr. Gidwitz decided to rehab a Loop warehouse at 325 North Wells Street for the company's headquarters in 1984; and

WHEREAS, In 1987 construction was begun on a \$20-million manufacturing and warehouse facility on the northwest side which will rejuvenate blighted property in the area; and

WHEREAS, Mr. Gidwitz has become personally involved in efforts to solve two of the city's most serious problems: unemployment--by signing onto efforts to reshape the Chicago Economic Development Commission into an innovative and vital organization retaining companies and luring new business to Chicago, and education--by becoming an outspoken advocate of education reform as one of the business community representatives to the mayor's summit on education; and

WHEREAS, Ron Gidwitz also serves on the executive committee of Cardinal Bernardin's Big Shoulders Program, a \$10-million effort to provide education for 44,000 inner-city students at parochial schools, and has truly made a difference in Chicago; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this 11th day of May, 1988 do hereby congratulate Mr. Ronald J. Gidwitz on being named "Crain's Chicago Business 1987 Executive of the Year" and offer our sincere

gratitude to him for devoting his personal resources and those of his company to a better future for the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Ronald J. Gidwitz at a luncheon to be held in his honor on June 10, 1988.

Alderman Stone 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 Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO SAINT JOSEPH  
HIGH SCHOOL ON ITS GOLDEN  
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Saint Joseph High School, 4831 South Hermitage Avenue, will mark the fiftieth anniversary of its founding on Sunday, October 2, 1988; and

WHEREAS, In 1938, Saint Joseph High School was founded by Monsignor Stanislaus Cholewinski opening the original school that consisted of rooms adjoining the parish auditorium with an enrollment of eighty-eight students; and

WHEREAS, The Saint Joseph High School, as it is known today, was opened in September of 1941 with an enrollment of three hundred students and a faculty of fourteen nuns; and

WHEREAS, Throughout its fifty-year history Saint Joseph High School has been served by many dedicated Felician Sisters; and

WHEREAS, Saint Joseph High School is a vital center of the community providing a quality and affordable Catholic education that prepares students for a future in today's world based on sound Christian values; and

WHEREAS, A celebration of fifty years to the commitment of education will be held with a mass of celebration at Saint Joseph Church and a dinner dance to be held at the Martinique Restaurant, Sunday, October 2, 1988; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council assembled in a meeting this 11th day of May, 1988, join the faculty of Saint Joseph High School in the celebration of its fiftieth anniversary and offer them our prayers and extend our heartfelt wishes for continued success in their educational endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to the faculty of Saint Joseph High School.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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APPRECIATION EXTENDED LIEUTENANT JOHN THULIS  
FOR HIS PROFESSIONAL EFFORTS IN POLICE  
DEPARTMENT CONTRACT  
NEGOTIATIONS.

Also, a proposed resolution reading as follows:

WHEREAS, They are but a precious few who stand as sentinels for the millions, usually unheralded, often unappreciated, yet unfailingly protecting us from our baser instincts; and

WHEREAS, Those who comprise that proverbial thin blue line essentially constitute a very unique society, a society necessarily born of the elemental interdependence requisite not just for success but for survival; and

WHEREAS, The professional burden carried by our law enforcement officers in no way shields them from the comparatively mundane yet essential considerations of all workers for equitable wages, compassionate health-care provisions and humane retirement benefits; and

WHEREAS, Rare is the individual who is of the people, yet possessed of the ability to effectively articulate their needs and concerns thereby causing an expeditious and successful resolution to negotiations on their behalf; and

WHEREAS, Chicago Police Lieutenant John Thulis epitomizes such an individual, a police officer's police officer who, in addition to having served as President of the Chicago Police Sergeant's Association, headed the association's collective bargaining team for eight years as well as representing the Lieutenants and Captains in their contract negotiations; and

WHEREAS, The friends and colleagues of Lieutenant Thulis will be hosting an appreciation party on May 17, 1988, in honor of the Lieutenant's unstinting service on behalf of his fellow officers; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and members of the City Council of Chicago, gathered here this eleventh day of May, 1988, A.D., do hereby join with the friends and colleagues of Lieutenant John Thulis in expressing our appreciation of his dedication to the highest ideals of professionalism.

Alderman Stone 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 Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

Presented By

**ALDERMAN BURKE (14th Ward) And OTHERS:**

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER 173.1,  
SECTION 173.1-1 (f), BY SUBSTITUTING NEW TERM  
AND DEFINITION PERTAINING TO STATE  
STREET MALL VENDORS.

A proposed ordinance, presented by Aldermen Burke, Huels, Fary and Madrzyk, to amend Chapter 173.1 of the Municipal Code by substituting an entire new Section 173.1-1 (f) with a corresponding definition for the term "Designated Streets" to replace the existing section entitled "State Street Mall", which was *Referred to the Committee on Human Rights and Consumer Protection.*

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Presented By

**ALDERMAN LANGFORD (16th Ward):**

*Referred --* ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE  
ON PORTIONS OF SOUTH HALSTED STREET AND  
WEST 63RD STREET.

A proposed order directing the Commissioner of Public Works to issue permits to the Englewood Businessmen's Association to hold a sidewalk sale on both sides of South Halsted Street, from West 62nd Street to West 65th Street, and on West 63rd Street, from 700 to 900 for the period extending June 2 through June 4, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN KELLAM (18th Ward):**



COMMENDATIONS EXTENDED MEMBERS OF ILLINOIS  
KNIGHTS OF COLUMBUS FOR THEIR  
CHARITABLE AND CIVIC  
EFFORTS.

A proposed resolution reading as follows:

WHEREAS, The Illinois State Council of the Knights of Columbus will be assembled at the Hyatt Regency O'Hare Hotel in Chicago for its 91st Annual Convention on May 28--29, 1988; and

WHEREAS, There are 324 Councils in Illinois with membership totalling 74,500 Knights who demonstrate fraternity, unity, charity and patriotism to the people throughout our great state; and

WHEREAS, In this State Council Year, the Brother Knights, under the leadership of State Deputy Joseph G. Kaltwasser and other State Officers and Activity Chairmen, have put together over \$1,400,000 for mentally retarded citizens in Illinois through their "Candy Drive", and an additional \$150,000 to Newman Programs on our state college and university campuses. Many dollars have been used to help churches of all denominations in times of need and disaster. This and many charitable efforts are of record; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 11th day of May, 1988, do hereby recognize and commend the 74,500 members of the Illinois Knights of Columbus for their work of fraternity, unity, charity and patriotism.

Alderman Kellam 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 Kellam, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

Presented By

**ALDERMAN SHEAHAN (19th Ward):**

**GRATITUDE EXTENDED CAPTAIN WILLIAM A. MC CANN  
ON HIS RETIREMENT AFTER FORTY-ONE YEARS  
OF CHICAGO POLICE DEPARTMENT  
SERVICE.**

A proposed resolution reading as follows:

WHEREAS, William A. McCann has served and protected the citizens of Chicago for forty-one years as a member of the Chicago Police Department; and

WHEREAS, William is a lifelong resident of the south side of Chicago, attending Saint Bride's Grammar School and graduated from Mount Carmel High School in 1942; and

WHEREAS, William served in the United States Navy, serving aboard the submarines, U.S.S. Sea Poacher and the U.S.S. Crevalle and being honorably discharged in 1946; and

WHEREAS, William and Doris raised (4) four children, Timothy, Peggy, Thomas and Kathleen; and

WHEREAS, William became a member of the Chicago Police Department in October, 1947, continuing his education, graduating from the John Marshall Law School in June, 1954 with a Juris Doctor Degree, being admitted to the practice of law by the Illinois Supreme Court in 1955; and

WHEREAS, William was promoted to Sergeant in 1954, Lieutenant in 1955, Captain in 1962 and in the same year was appointed District Commander of the 007th District, District Commander of the 10th District in 1965, Deputy Chief in 1974, Assistant Deputy Superintendent, Operational Services in 1976, Deputy Chief, Patrol Division in 1978, Commanding Officer, Identification Service in 1980, and in 1981 was assigned to the 022nd District from which he is now retiring; and

WHEREAS, William A. McCann has demonstrated great diligence and proficiency in the performance of his duties; and

WHEREAS, His family and friends will gather together in his honor at the Martinique Restaurant on the 11th day of May, 1988; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council gathered here this 11th day of May, 1988, do hereby extend our sincerest gratitude to Captain William A. McCann on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago and extend our best wishes for continued health and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William A. McCann.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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GRATITUDE EXTENDED CAPTAIN MICHAEL J. CONNOLLY  
ON HIS RETIREMENT AFTER FORTY YEARS OF  
CHICAGO POLICE DEPARTMENT SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Michael J. Connolly has served and protected the citizens of Chicago for forty years as a member of the Chicago Police Department; and

WHEREAS, Michael J. Connolly is a lifelong resident of the southwest side of the City of Chicago, attending Saint Margaret of Scotland Grade School, and graduated from Mount Carmel High School in 1941; and

WHEREAS, Michael served in the United States Army, earning (4) four bronze stars, and being honorably discharged on December 6, 1945; and

WHEREAS, Michael married Mary Flaherty on November 13, 1948 and they are the proud parents of five children, Mary Margaret Witte, Michael, Kevin, Robert and Patrick and also are the proud grandparents of (18) eighteen; and

WHEREAS, Michael became a member of the Chicago Police Department on April 24, 1948, where he was assigned to Loop Intersection Control, then on July 1, 1953 he was transferred to the old 18th District (Stockyards); and

WHEREAS, Michael was promoted to Sergeant on January 16, 1964, Lieutenant on April 9, 1976, Captain on December 6, 1985, assigned to the 005th District as a Watch Commander until March 1, 1986 when he was transferred to the 022nd District where he served until his retirement on March 27, 1988; and

WHEREAS, Michael J. Connolly has demonstrated great diligence and proficiency in the performance of his duties; and

WHEREAS, His family and friends will gather together in his honor at the Martinique Restaurant on the 11th day of May, 1988; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council gathered here this 11th day of May, 1988, do hereby extend our sincerest gratitude to Captain Michael J. Connolly on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago and extend our best wishes for continued health and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Michael J. Connolly.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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Presented By

**ALDERMAN GARCIA (22nd Ward):**

PORTION OF SOUTH SAWYER AVENUE CLOSED TO TRAFFIC  
DURING SPECIFIED HOURS FOR SCHOOL  
PURPOSES.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Board of Education/Cyrus H. McCormick Elementary School, 2712 South Sawyer Avenue, to close to traffic South Sawyer Avenue between West 27th and West 28th Streets on all school days for school purposes, during the hours of 8:30 A.M. to 9:00 A.M., 10:15 A.M. to 10:40 A.M. and 2:00 P.M. to 3:00 P.M.

Alderman Garcia 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 Garcia, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward):**

CONGRATULATIONS EXTENDED MR. TIMOTHY CHRISTOPHER  
COOPER ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Timothy Christopher Cooper, a fine young citizen of Chicago's great southwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, A member of Saint Symphorosa Catholic Church, 6135 South Austin Avenue, Chicago, Illinois, Boy Scout Troop 1439, Timothy Christopher Cooper has applied

his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Timothy Christopher Cooper represents the finest standards of the youth of this great City of Chicago, in who its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to Timothy Christopher Cooper on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Timothy Christopher Cooper.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED MR. ANDREW JOHN ONDRACEK  
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Andrew John Ondracek, a fine young citizen of Chicago's great southwest side, has advanced to rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, A member of Saint Symphorosa Catholic Church, Boy Scout Troop 1439, Andrew John Ondracek has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Andrew John Ondracek represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to Andrew John Ondracek on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Andrew John Ondracek.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED REVEREND FRANCIS N.  
MANIOLA ON GOLDEN JUBILEE ANNIVERSARY  
OF ORDINATION AND 75TH BIRTHDAY  
CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, Reverend Francis N. Maniola, Pastor Emeritus of Saint Symphorosa Church, will celebrate his golden jubilee and 75th birthday with a special liturgy at the noon mass Sunday; and

WHEREAS, Reverend Francis N. Maniola graduated from Quigley Seminary South and Saint Mary of the Lake Seminary. He was ordained by the late Cardinal Mundelein on April 23, 1938 and served as a seminary professor at Quigley until 1967, when he was appointed to Saint Symphorosa; and

WHEREAS, Reverend Francis N. Maniola also resided and worked in Saint Agatha, Christ the King, Presentation B.V.M., Queen of Angels and Our Lady of Mount Carmel parishes; and

WHEREAS, A reception honoring Father Maniola will be held in the parish center following the mass; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our congratulations to Reverend Francis N. Maniola on his golden jubilee and 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reverend Francis N. Maniola.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED REVEREND EDMUND SZLANGA  
ON FORTIETH ANNIVERSARY OF ORDINATION  
TO PRIESTHOOD.

Also, a proposed resolution reading as follows:

WHEREAS, The Reverend Edmund Szlanga, pastor of Saint Bruno Church on Chicago's great southwest side, has just celebrated the 40th anniversary of his ordination; and

WHEREAS, A native of the Chicagoland area, the Reverend Edmund Szlanga was ordained on May 8, 1948. He has served in the following parishes as an associate pastor: Saint Josaphat, Saint Turibius, Saint Mary Magdalene, Saint Fidelis, as chaplain of the Alexian Brothers Hospital and Saint Rene Goupil. He began as pastor at Saint Bruno's on July 1, 1974; and



WHEREAS, Saint Bruno Church is planning a reception and dinner on May 22, 1988; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our congratulations to the Reverend Edmund Szlanga on the 40th anniversary of his ordination, and express our gratitude for the outstanding example of spiritual guidance and citizenship which he has shown our great city; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Reverend Edmund Szlanga.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- GRANT OF PRIVILEGE TO HINCKLEY & SCHMITT,  
INCORPORATED FOR UNLOADING PAD.

Also, a proposed ordinance to grant permission and authority to Hinckley & Schmitt, Incorporated, to construct, maintain and use a portion of the public way adjacent to its premises at 6055 South Harlem Avenue for use as an unloading pad for transport trailers, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- CONSIDERATION TO CONSTRUCT SEWER IN FRONT  
OF 4714 SOUTH LEAMINGTON AVENUE.

Also, a proposed order directing the Commissioner of Public Works to consider the construction of a sewer in front of 4714 South Leamington Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- PERMISSION TO PARK PICKUP TRUCKS IN  
FRONT OF SPECIFIED RESIDENCES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the individuals named below to park a pickup truck in front of the residences specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Frank Fiedor--to park in front of 5019 South Leclair Avenue; and

Mr. Paul R. Goralka--to park in front of 5809 South Nordica Avenue.

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Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward) And  
ALDERMAN MADRZYK (13th Ward):**

**CONGRATULATIONS AND HONOR EXTENDED SAINT SYMPHOROSA  
PARISH ON SIXTIETH JUBILEE YEAR.**

A proposed resolution reading as follows:

WHEREAS, Saint Symphorosa Parish, one of the most towering religious institutions on Chicago's great southwest side, is currently celebrating its sixtieth jubilee year; and

WHEREAS, Founded June, 1927, Saint Symphorosa is planning many activities celebrating its anniversary in which present and former parishioners are invited to attend; and

WHEREAS, On June 2, 1927, His Eminence, Cardinal Mundelein, appointed Reverend J. Leo Sharp to organize the parish of Saint Symphorosa and her seven sons in the district known as Clearing; and

WHEREAS, The first mass in the parish was celebrated at the home of John Collopy, 6147 South Mason Avenue on June 18, 1927, attended by a body of 90 adult parishioners and their children; and

WHEREAS, The leaders of this great city are cognizant and proud of the influence and comfort offered all citizens by our religious institutions; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our congratulations to Saint Symphorosa Parish in recognition of its sixtieth jubilee year; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Saint Symphorosa Parish.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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Presented By

**ALDERMAN SOLIZ (25th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST 19TH STREET FOR PEDESTRIAN  
SAFETY DURING CHURCH BAZAAR.

A proposed order directing the Commissioner of Public Works to grant permission to Saint

Pius V Church to close to traffic West 19th Street, between South Ashland Avenue and the first alley east thereof for pedestrian safety in conjunction with a church bazaar to be held during the period extending August 26 through August 28, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* PERMISSION TO HOLD RADIOTHON AND EL HOGAR  
DEL NINO FUNDRAISING EVENTS ON PORTION OF  
WEST 23RD PLACE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. June Garza of the El Hogar del Nino to hold two fundraising events, a radiothon and an El Hogar del Nino Fair, on West 23rd Place, between South California and South Washtenaw Avenues for the period extending June 17 through June 19, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* ISSUANCE OF SIGN PERMIT FOR ERECTION  
OF SIGN/SIGNBOARD AT 2232 SOUTH BLUE  
ISLAND AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Sure Light Service Company for the erection of a sign/signboard at 2232 South Blue Island Avenue for Ron Postma Pontiac, Incorporated, which was *Referred to the Committee on Zoning.*

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Presented By

**ALDERMAN GUTIERREZ (26th Ward):**

*Referred --* PERMISSION TO HOLD OUTDOOR CAFE ON  
PORTION OF WEST NORTH AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Gus Kardaras, to hold an outdoor cafe under a tent at 2804--2806 West North Avenue for the

period extending June 1 through September 1, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
ALLEY BETWEEN NORTH CLAREMONT AVENUE  
AND NORTH OAKLEY BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to close to traffic the alley between North Claremont Avenue and North Oakley Boulevard, 25 feet from West Potomac Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST POTOMAC AVENUE.

Also, a proposed order directing the Commissioner of Public Works to close to traffic that portion of West Potomac Avenue, from the west property line of North Oakley Boulevard to the east property line of North Claremont Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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Presented By

**ALDERMAN BUTLER (27th Ward):**

*Referred --* EXEMPTION OF COOK COUNTY HOSPITAL FROM  
ALL 1988 CITY FEES DUE TO NON-PROFIT STATUS.

A proposed ordinance to exempt Cook County Hospital, a not-for-profit corporation engaged in medical, educational and related activities from the payment of all city fees imposed for the year 1988 and to waive all future permit and license fees, which was *Referred to the Committee on Finance.*

Presented By

**ALDERMAN DAVIS (29th Ward) And  
ALDERMAN HAGOPIAN (30th Ward):**

*Referred* -- COMMITTEE ON ECONOMIC DEVELOPMENT REQUESTED  
TO HOLD HEARINGS TO PRESERVE ENTIRE UPPCO  
PLANT IN CHICAGO.

A proposed resolution requesting the Committee on Economic Development to hold hearings with a view to preserving the entire UPPCO Plant as an operating entity within the City of Chicago, which was *Referred to the Committee on Economic Development*.

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Presented By

**ALDERMAN HAGOPIAN (30th Ward):**

ADMINISTRATOR OF VETERANS AFFAIRS URGED TO AMEND  
FEDERAL REGULATIONS BY CLASSIFYING ALCOHOLISM  
AS PATHOLOGICAL DISEASE.

A proposed resolution reading as follows:

WHEREAS, Every federal agency except the Veterans Administration considers alcoholism to be a pathological disease; and

WHEREAS, The regulations set forth under 38 C.F.R. 3.301(c)(2) describe alcoholism as willful misconduct which precludes entitlement to most benefits administered by the Veterans Administration; and

WHEREAS, "Willful misconduct" is described in the definitions under 38 C.F.R. (3.1(n) as an act involving conscious wrongdoing or known prohibited action (malum in se or malum prohibitum); and

WHEREAS, The "willful misconduct" regulations were promulgated by the Veterans Administration in the absence of a congressional mandate; and

WHEREAS, These regulations are in direct violation of Section 504 of 29 U.S.C. 794, the "Rehabilitation Act," which proscribes discrimination in federal programs and grants; and

WHEREAS, Alcoholism is recognized as a disease that is innocently acquired through the legal and socially acceptable practice of consuming alcoholic beverages; and

WHEREAS, Many veterans and their families are being discriminated against because of the archaic restrictions contained in the "willful misconduct" regulations; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago assembled in City of Chicago Council Chambers May 11, 1988, that the Mayor and members of City Council strongly urge the Administrator of Veterans Affairs to amend 38 C.F.R. 3.301(c) so as to remove the stigma that has been attached to the disease of alcoholism by eliminating subsection (2) which sets forth specific applications of the terms "in line of duty" and "willful misconduct" with respect to alcoholism for the purpose of determining entitlement to service-connected and non- service-connected benefits administered by the Veterans Administration; and

*Be It Further Resolved*, That if the Administrator declines to take action to correct the inequity of rating alcoholism as a misconduct condition rather than as a pathological disease, the City Council shall cooperate with the largest national veterans organization and members of the United States Congress of both Houses who shall sponsor and support legislation to correct aforesaid inequity by statute.

Alderman Hagopian 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 Hagopian, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 4718-4724 WEST  
ARMITAGE AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Saranecki Brothers Continental Catering for the maintenance and use of an existing canopy

attached to the building or structure at 4718--4724 West Armitage Avenue, which was *Referred to the Committee on Streets and Alleys.*

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Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred --* PERMISSION TO HOLD CARNIVAL ON PORTION OF  
WEST WEBSTER AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Saint Hedwig Church, c/o Reverend Gerald G. Watt, to hold a carnival on West Webster Avenue, between North Hoyne Avenue and North Hamilton Avenue for the period extending May 30 through June 6, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* ISSUANCE OF SIGN PERMIT FOR ERECTION OF  
SIGN/SIGNBOARD AT 2226 NORTH HOYNE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to National Signs, Incorporated, for the erection of a sign/signboard at 2226 North Hoyne Avenue for Saint Hedwig Church, which was *Referred to the Committee on Zoning.*

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Presented By

**ALDERMAN MELL (33rd Ward):**

*Referred --* GRANT OF PRIVILEGE TO UNITED COATINGS,  
INCORPORATED FOR THREE-DOCK TRUCK  
LOADING FACILITY.

A proposed ordinance to grant permission and authority to United Coatings, Incorporated



to construct, maintain and use an enclosed three-dock truck loading facility serving two open depressed truck berths on the east side of West Barry Avenue and one open depressed truck berth on the west side of West Barry Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred --* PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF NORTH MILWAUKEE AVENUE  
AND WEST DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Milwaukee-Diversey Chamber of Commerce to hold a sidewalk sale on both sides of the 2600, 2700, 2800 and 2900 blocks of North Milwaukee Avenue and on both sides of the 3100, 3200, 3300 and 3400 blocks of West Diversey Avenue, for the periods extending July 7 through July 10 and August 26 through August 28, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred --* ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 3550 WEST  
DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of General Services to grant permission to Cragin Federal Savings & Loan Association to maintain and use an existing canopy attached to the building or structure at 3550 West Diversey Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN AUSTIN (34th Ward):**

**BUILDINGS DECLARED PUBLIC NUISANCES AND  
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

10952 South State Street,

408 West 117th Street,

444 West 116th Street,

243 West 109th Street,

333 West 109th Street,

241 West 112th Place,

1419 West 110th Street, and

11554 South Wentworth Avenue,

are so deteriorated and weakened that each 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 buildings at the following locations, to wit:

10952 South State Street,

408 West 117th Street,

444 West 116th Street,

243 West 109th Street,

333 West 109th Street,

241 West 112th Place,

1419 West 110th Street, and

11554 South Wentworth Avenue,

are declared public nuisances, and the Commissioner of Inspectional Services is hereby authorized and directed to cause the demolition of same.

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

Alderman Austin 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 Austin, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- REDUCTION IN ANNUAL LICENSE FEE FOR  
SPECIAL POLICE EMPLOYED BY ROSELAND  
COMMUNITY HOSPITAL ASSOCIATION.

Also, a proposed ordinance requiring Roseland Community Hospital Association 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*.

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Presented By

**ALDERMAN KOTLARZ (35th Ward):**

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF  
PORTION OF NORTH AVONDALE AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the southwesterly 28.0 feet of North Avondale Avenue lying between the easterly line of North Kimball Avenue and a line 382.0 feet southeasterly of the easterly line of North Kimball Avenue (as measured along the southwesterly line of North Avondale Avenue) (No. 23-35-88-1243); said ordinance to be transmitted to the

Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Kotlarz 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 Kotlarz, the foregoing proposed order was *Passed*.

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*Referred* -- ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPIES AT 3420 AND 3432  
WEST GRACE STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Abbey Pub, Incorporated for the maintenance and use of existing canopies attached to the buildings or structures at 3420 and 3432 West Grace Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By  
**ALDERMAN BANKS (36th Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 5718 WEST  
FULLERTON AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Mr. Edward Skiba for the maintenance and use of an existing canopy attached to the building or structure at 5718 West Fullerton Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By  
**ALDERMAN BANKS (36th Ward) And  
ALDERMAN ROTI (1st Ward):**

CONGRATULATIONS EXTENDED MR. AND MRS. JOSEPH TOMASO  
ON THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Joseph Tomaso this year celebrate fifty golden years of wedded bliss; and

WHEREAS, Stephine and Joseph Tomaso were joined in matrimony June 4, 1938, at Holy Name Cathedral, and have been stalwart and active citizens in their northwest side community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby congratulate Mr. and Mrs. Joseph Tomaso on the occasion of their golden wedding anniversary, and extend to these fine citizens 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. Joseph Tomaso.

Alderman Banks 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 Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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Presented By

ALDERMAN BANKS (36th Ward),  
ALDERMAN ROTI (1st Ward) And  
ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED MS. MARY LANEY AS RECIPIENT  
OF PRESTIGIOUS "1988 DANTE AWARD".

A proposed resolution reading as follows:

WHEREAS, The Dante Award was established by the Joint Civic Committee of Italian Americans, an umbrella organization made up of more than 40 civic organizations in the Chicago area, to extend recognition annually to an individual in the mass media of communications field who has best exemplified Dante's credo, "Never be a timid friend to truth", and also one who has fostered excellent human relations; and

WHEREAS, Mary Laney, Anchor/Commentator, Channel 5 News has been named the Dante Award recipient for 1988. She is the second woman to receive this prestigious award, which will be presented by the Joint Civic Committee of Italian Americans at the Dante Award Luncheon, Friday, May 13; and

WHEREAS, Mary Laney was named Co-Anchor and Commentator of Channel 5's Monday through Friday, 6:00 P.M. newscast in February, 1987. First joining WMAQ-TV in January, 1981, Laney anchored the Noon News from May, 1982 to August, 1983. Mary Laney served WMAQ-TV as Editorial Director from August, 1983 to February, 1987; and

WHEREAS, In 1985, following editorials on Chicago's litter problem, the Chicago City Council credited Laney in a resolution calling for a week-long campaign to clean-up Chicago. In addition, Laney's editorials, chiding the State of Illinois for ignoring the growing problem of homeless youth, prompted Illinois Governor James Thompson to appoint two task forces on the homeless, one specifically on homeless youth. In 1985, Mary Laney broadcast a series of editorials on missing children, which resulted in the location of four children. Shortly thereafter, she mounted a campaign within WMAQ-TV to broadcast photographs of missing children during the late night hours when the standard "Test Pattern" would normally be broadcast, making WMAQ-TV the first television station in the country to do so; and

WHEREAS, During her tenure as Editorial Director, Mary Laney garnered numerous awards for outstanding editorials, and has won a total of six Chicago Emmys during her broadcast career. In addition to a 1987 Emmy for Editorial Excellence, Mary Laney's list of honors includes: four Peter Lisagor Awards; three Associated Press Awards; one UPI Award; two Silverdome Awards; two American Women in Radio and Television Awards; the International Black Writers Steward Award; the International Association of Fire Fighters Award; the Black Writers of America Award; the Salvation Army Award; the Travelers and Immigrants Aid Award; and praise from the Columbia Journalism Review. She also received two official commendations from the Illinois State Legislature, and three proclamations from the Chicago City Council on editorials that have affected positive change in the community. In 1981--1982, Laney received a Chicago Emmy Award for her contributions to the Channel 5 News coverage of the crane collapse at a Loop construction site; and

WHEREAS, After producing, writing, and reporting for WBBM News Radio from 1971--1975, Mary Laney transferred to WBBM-TV as a writer/producer. In that same year, she began producing that station's noon newscast. Laney spent four days and nights in the Cook County Jail for her series, *Women In Jail*. After the series aired, Laney received a Chicago Emmy Award for *The Pope In Chicago*; and

WHEREAS, The leaders of our great City are proud to have this distinguished citizen in our midst; now, therefore;

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our congratulations to noted Anchor/Commentator Mary Laney, on receiving the prestigious 1988 Dante Award from the Joint Civic Committee of Italian Americans, and extend to this outstanding citizen our very best wishes for continuing success in an illustrious career; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mary Laney.

Alderman Banks 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 Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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Presented By

**ALDERMAN CULLERTON (38th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE BY REVISING  
ENTIRE CHAPTER 86.1 ENTITLED "ELECTRIC  
SIGNS AND SIGNBOARDS".

A proposed ordinance to amend in its entirety Chapter 86.1 of the Municipal Code entitled "Electric Signs and Signboards", which was *Referred to the Committee on Buildings*.

A proposed ordinance to amend in its entirety Chapter 86.1 of the Municipal Code entitled "Electric Signs and Signboards", which was *Referred to the Committee on Buildings*.

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*Referred --* AMENDMENT OF MUNICIPAL CODE BY REVISING  
ENTIRE CHAPTER 87 ENTITLED "GENERAL STANDARDS  
OF ELECTRICAL INSTALLATION".

Also, a proposed ordinance to amend in its entirety Chapter 87 of the Municipal Code entitled "General Standards of Electrical Installation", which was *Referred to the Committee on Buildings*.

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*Referred --* AMENDMENT OF MUNICIPAL CODE BY REVISING  
ENTIRE CHAPTER 88 ENTITLED "ELECTRIC  
EQUIPMENT FOR SPECIFIC USES".

Also, a proposed ordinance to amend in its entirety Chapter 88 of the Municipal Code entitled "Electric Equipment for Specific Uses", which was *Referred to the Committee on Buildings*.

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*Referred --* ISSUANCE OF PERMITS FOR MAINTENANCE OF  
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

G. P. Food and Liquor, Incorporated--one canopy at 6122 West Addison Street; and

Jolly Food Caterer's, Incorporated--one canopy at 6501 West Irving Park Road.



Presented By

**ALDERMAN CULLERTON (38th Ward),  
ALDERMAN HAGOPIAN (30th Ward)  
And ALDERMAN BANKS (36th Ward):**

*Referred* -- PERMISSION TO HOLD SUNDRY EVENTS AT  
SPECIFIED LOCATIONS.

Three proposed orders directing the Commissioner of Public Works to grant permission to the Belmont-Central Chamber of Commerce to hold sundry events at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

"Day for Animals"--on both sides of West Belmont Avenue, between North Austin and North Long Avenues, and on both sides of North Central Avenue, between West Henderson Street and West Wellington Avenue on Saturday, May 21, 1988:

Art and craft fair--on both sides of West Belmont Avenue, between North Austin and North Long Avenues, and on both sides of North Central Avenue, between West Henderson Street and West Wellington Avenue for the period extending August 19 through August 23, 1988; and

Sidewalk sale--on both sides of West Belmont Avenue, between North Austin and North Long Avenues, and on both sides of North Central Avenue, between West Henderson Street and West Wellington Avenue for the period extending July 14 through July 17, 1988.

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Presented By

**ALDERMAN LAURINO (39th Ward):**

**BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 3946 West Montrose 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 3946 West Montrose Avenue is declared a public nuisance, and that the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall take effect upon its passage.

Alderman Laurino 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 Laurino, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- ISSUANCE OF SIGN PERMIT FOR ERECTION  
OF SIGN/SIGNBOARD AT 6199 NORTH  
LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Whiteco Metrocom for the erection of a sign/signboard at 6199 North Lincoln Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN O'CONNOR (40th Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 1820 WEST  
FOSTER AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Keim Furs, Incorporated for the maintenance and use of an existing canopy attached to the building or structure at 1820 West Foster Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented For

ALDERMAN O'CONNOR (40th Ward):

BEST WISHES EXTENDED MS. DOROTHY EKHOLM  
ON HER RETIREMENT FROM  
CITY SERVICE.

A proposed resolution, presented by Alderman Laurino, reading as follows:

WHEREAS, Dorothy Ekholm has been a crossing guard for 22 years; and

WHEREAS, During the majority of these 22 years, she has, on the corner of Foster and Washtenaw, served the children of Lyman A. Budlong School; and

WHEREAS, She has supervised the children who presently attend the Budlong School in their crossing at Foster and Washtenaw, as well as these children's parents when they were young; and

WHEREAS, Ms. Ekholm is known and loved by not only the children but by hundreds of adults who frequently drive by Foster and Washtenaw in their everyday travels; and

WHEREAS, Ms. Ekholm has an excellent attendance record as a crossing guard and has voluntarily worked many hours for which she was not paid; and

WHEREAS, Ms. Ekholm is retiring from her duties as a crossing guard and will be missed greatly; and

WHEREAS, On May 17, 1988, the children of the Lyman A. Budlong School, along with the principal, the teachers, the P.T.A. and parents, will have a Spring Festival Assembly and honor Ms. Ekholm in appreciation for her longtime devoted service; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 11th day of May, 1988, A.D., do hereby extend our best wishes for a long and happy retirement to Dorothy Ekholm; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Dorothy Ekholm.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED MR. AND MRS.  
THOMAS GIBBONS ON THEIR 25TH  
WEDDING ANNIVERSARY.

Also, a proposed resolution, presented by Alderman Laurino, reading as follows:

WHEREAS, Elizabeth Gibbons (nee Latchin) and Thomas Gibbons were married on May 18, 1963; and

WHEREAS, The wedding was performed at Saint Ephrems, located at 2537 West Bryn Mawr Avenue, in Chicago, by Monsignor Bidawid and Father Boise; and

WHEREAS, During their marriage, Elizabeth and Thomas have gone through good times, as well as bad times, together as one and have created fond memories of their life together; and

WHEREAS, Elizabeth and Thomas Gibbons will celebrate their 25th anniversary on May 15, 1988, at a mass held at Saint Ephrems with a reception to follow at Ferrara Manor; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 11th day of May, 1988, A.D., do hereby extend our best wishes to Elizabeth and Thomas Gibbons on their 25th wedding anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Elizabeth and Thomas Gibbons.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED MR. DONALD P. HELDMANN  
ON BEING CHOSEN CHICAGO CATHOLIC LEAGUE  
"MAN OF THE YEAR".

Also, a proposed resolution, presented by Alderman Laurino, reading as follows:

WHEREAS, Donald P. Heldmann is the Assistant Athletic Director and football coach for Fenwick High School in Oak Park; and

WHEREAS, Donald P. Heldmann is the loving father of four children; Steven, Matthew, Donna and Mandy, and the devoted husband of Mary; and

WHEREAS, Along with holding two positions and faithfully fulfilling his family duties, he has at the same time been chosen as Man of the Year by the Chicago Catholic League and will be honored as such at an Awards Ceremony on Wednesday, May 11, 1988; and

WHEREAS, Donald P. Heldmann is well-respected at his workplace and friends and family know him to be a kind and thoughtful man who never look for glory but is always part of the team; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to Donald P. Heldmann on becoming Man of the Year; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Donald P. Heldmann.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- PERMISSION TO HOLD CARNIVAL ON PORTIONS  
OF NORTH CALIFORNIA AVENUE AND NORTH  
FAIRFIELD AVENUE.

Also, a proposed order, presented by Alderman Laurino, directing the Commissioner of Public Works to grant permission to Saint Hilary Church, c/o of Reverend Robert G. Daron, to hold the Saint Hilary Church carnival in the large parking lot on the 5600 block of North California Avenue and on North Fairfield Avenue, from the alley adjacent to 5626 North Fairfield Avenue southbound to the small parking lot adjacent to 5600 North Fairfield Avenue, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD CARNIVAL ON PORTION  
OF NORTH PAULINA STREET.

Also, a proposed order, presented by Alderman Laurino, directing the Commissioner of Pubic Works to grant permission to Reverend John Clemens to hold the Saint Gregory

Carnival on North Paulina Street, from West Gregory Street to West Bryn Mawr Avenue for the period extending June 13 through June 20, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* PERMISSION TO ERECT TEMPORARY TENT-TYPE  
OVERHEAD COVERING ON PORTION OF NORTH  
WHIPPLE STREET.

Also, a proposed order, presented by Alderman Laurino, directing the Commissioner of Public Works to grant permission to North Shore Eye Center for the temporary erection of a tent-type overhead covering in front of the entrance on the west side of North Whipple Street adjacent to its premises at 3034 West Patterson Avenue for the period extending June 3 through June 5, 1988, which was *Referred to the Committee on Streets and Alleys.*

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Presented By

**ALDERMAN PUCINSKI (41st Ward):**

*Referred --* ISSUANCE OF SIGN PERMIT FOR ERECTION OF  
SIGN/SIGNBOARD AT 8535 WEST HIGGINS ROAD.

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Triangle Sign Company for the erection of a sign/signboard at 8535 West Higgins Road for Marriott Hotel and Restaurant, which was *Referred to the Committee on Zoning.*

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

CONGRATULATIONS EXTENDED IRV AND ESSEE KUPCINET  
FOR THEIR DEVOTED EFFORTS TOWARD  
ENHANCEMENT OF PERFORMING  
ARTS IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, On Friday, May 6, 1988, the Chicago Academy for the Arts will host its annual benefit at the Fairmont Hotel; and

WHEREAS, During this special occasion, Irv and Essee Kupcinet will be honored for their civic and philanthropic commitments and deeds, and particularly for their enhancement of the cultural and performing arts in the City of Chicago; and

WHEREAS, Essee Kupcinet is one of the founders of the Academy, a high school which combines the traditional academic curriculum with the performing arts; and

WHEREAS, In addition to supporting his wife's endeavors at the Academy, Irv Kupcinet has contributed to many charitable causes and personally given his time on behalf of such Chicago organizations, most especially his "Purple Heart Cruise", the Variety Club of Chicago, and the Weizman Institute of Science; now, therefore,

*Be It Resolved*, That the Acting Mayor and members of the City Council assembled this 11th day of May, 1988, do hereby honor and congratulate Irv and Essee Kupcinet for all the time and effort they have devoted towards the enhancement of the performing arts in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Irv and Essee Kupcinet.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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



*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,  
VARIOUS SECTIONS, BY REGULATING OPERATION OF  
SKATEBOARDS ON PUBLIC SIDEWALKS.

Also, a proposed ordinance to amend Chapter 27, Sections 27-296 and 27-362 of the Municipal Code by regulating the operation of skateboards on public sidewalks and imposing a Twenty-five Dollar fine on persons in violation of said regulations, which was *Referred to the Committee on Local Transportation*.

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*Referred* -- INSTALLATION OF BUS STAND ON PORTION  
OF EAST CHICAGO AVENUE.

Also, a proposed ordinance to establish a bus stand on East Chicago Avenue along the north curb, from a point 420 feet east of the east property line of North Michigan Avenue to a point 139 feet east thereof, pursuant to Chapter 27, Section 27-412 of the Municipal Code, which was *Referred to the Committee on Local Transportation*.

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*Referred* -- ESTABLISHMENT OF TAXICAB STAND 580  
ON PORTION OF WEST ONTARIO STREET.

Also, a proposed ordinance to establish taxicab stand 580 on the south curb of West Ontario Street, from a point 20 feet west of North Wells Street to a point 80 feet west thereof, for 4 vehicles, which was *Referred to the Committee on Local Transportation*.

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*Referred* -- GRANT OF PRIVILEGE TO CONVITO ITALIANO,  
INCORPORATED (DOING BUSINESS AS CONVITO  
ITALIANO RESTAURANT) FOR  
SIDEWALK CAFE.

Also, a proposed ordinance granting permission and authority to Convito Italiano, Incorporated, doing business as Convito Italiano Restaurant, to maintain and use a portion of the public way adjacent to 11 East Chestnut Street for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- PERMISSION TO CLOSE TO TRAFFIC  
PORTION OF EAST SUPERIOR STREET  
FOR ORDINATION SERVICES.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Holy Name Cathedral to close to traffic East Superior Street, between North State Street and North Wabash Avenue, on Saturday, May 21, 1988 for annual ordination services, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE  
OF EXISTING CANOPIES AT SPECIFIED  
LOCATIONS.*

Also, three proposed orders for the issuance of permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

The Hertz Corporation--one canopy at 9 West Kinzie Street;

LaSalle Towers Association--one canopy at 1211 North LaSalle Street; and

White Hen Pantry, Incorporated--one canopy at 1210 North Dearborn Street.

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*Referred -- ISSUANCE OF PERMIT TO INSTALL  
WROUGHT IRON FENCE AT 110 EAST  
DELAWARE PLACE.*

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the 110 East Delaware Corporation, to install a wrought iron fence on the public way in front of the building at 110 East Delaware Place, which was *Referred to the Committee on Streets and Alleys.*

Presented By

**ALDERMAN NATARUS (42nd Ward),  
ALDERMAN HAGOPIAN (30th Ward)  
And OTHERS:**

TRIBUTE TO LATE MR. HARRY GOLDEN, JR.

A proposed resolution presented by Alderman Natarus, Alderman Hagopian and the entire City Council, reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Harry Golden, Jr. to his eternal reward on Sunday, May 1, 1988; and

WHEREAS, Harry Golden gave service to his country during the Korean War; and

WHEREAS, After the war, Harry Golden moved to Detroit and joined the *Detroit Free Press*; and

WHEREAS, Harry Golden was active in the Newspaper Guild and served as the paper's Unit Chairman; and

WHEREAS, In 1967, the *Chicago Sun-Times* hired him as its city hall reporter; and

WHEREAS, Harry Golden's reign in the City Hall Press Room spanned 21 years and five Chief Executive Officers including Mayor Daley, Mayor Bilandic, Mayor Byrne, Mayor Washington and Mayor Sawyer; and

WHEREAS, Harry Golden was known and described by city politicians as a fair but firm reporter; and

WHEREAS, Harry Golden was widely known and professionally feared by city hall colleagues for his extensive knowledge of the city budget; and

WHEREAS, Harry Golden compiled and edited the writings of his father Harry Golden, Sr. resulting in many best-selling books; and

WHEREAS, Harry Golden was "Dean" of the City Hall Press Room; now, therefore,

*Be It Resolved*, That the Acting Mayor and members of the City Council assembled this 11th day of May, 1988, do hereby express our deepest sympathy at the passing of Harry Golden, Jr. and do also extend to his beloved wife, Beatrice; his mother, Genevieve Goldhurst; his two sons, Michael and Daniel; two brothers, William and Richard; and three grandchildren, our deepest condolences on the occasion of their profound loss. Harry

Golden, Jr. will be sorely missed by all. His name truly personified his nature. Harry was indeed a "Golden" man; and

*Be It Further Resolved*, That the press room located on the second floor of City Hall is officially named the Harry Golden, Jr. Press Room; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Harry Golden, Jr.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

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

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Presented By

**ALDERMAN NATARUS (42nd Ward) And  
ALDERMAN EISENDRATH (43rd Ward):**

**CONGRATULATIONS EXTENDED NORTH DEARBORN ASSOCIATION  
ON ITS "1988 GARDEN WALK".**

A proposed resolution reading as follows.

WHEREAS, The North Dearborn Association is one of the oldest street associations of its kind in Chicago, having introduced the concept of the "Garden Walk in Chicago"; and

WHEREAS, On Sunday, July 24, 1988, the North Dearborn Association will celebrate its contributions toward the preservation and improvement of its community, and its heritage for future generations to enjoy, by conducting its 1988 Dearborn Garden Walk; and

WHEREAS, This year's Garden Walk marks the 30th anniversary of the event; now, therefore,

*Be It Resolved*, That the Acting Mayor and the members of the City Council of the City of Chicago in meeting assembled this 11th, day of May, 1988, do hereby congratulate the North Dearborn Association, Melvin Smith, President; Co-Chairperson's, Ms. Cookie Wherry, Ms. Libby Horn and Ms. Ana Kenefick, its officers and members, on the event of its 1988 "Garden Walk", and further, for work toward preserving and improving the North Dearborn Parkway community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the North Dearborn Association.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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Presented By

**ALDERMAN EISENDRATH (43rd 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 east-west 10-foot public alley running west from North Geneva Terrace in the block bounded by West Belden Street, North Lincoln Avenue and North Geneva Terrace for Wallace E. Reid, et al (No. 33-43-88-1241); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Eisendrath 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 Eisendrath, the foregoing proposed order 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:

John B., Incorporated, doing business as John Barleycorn--to maintain and use a portion of the public right of way adjacent 658 West Belden Avenue;

LaSiestas, Incorporated, doing business as LaSiesta Restaurant--to maintain and use a portion of the public right of way adjacent 2701 North Halsted Street; and

Michael's of Lincoln Park, Incorporated, doing business as Michael's Chicago Style Red Hots--to maintain and use a portion of the public right of way adjacent 1944 North Lincoln Park West.

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*Referred* -- PERMISSION TO HOLD BASTILLE DAY  
CELEBRATION ON PORTION OF WEST  
DICKENS AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Cafe Bernard, c/o Mr. Bernard Lecog, to hold a Bastille Day Celebration on West Dickens Avenue, from North Halsted Street to the alley just west of North Halsted Street on Saturday, July 9, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD BLUES FESTIVAL ON  
PORTION OF NORTH SEMINARY AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to DePaul University, c/o Ms. Cindy Summers, to hold a blues festival on North Seminary Avenue, from West Belden Avenue to West Fullerton Avenue on Friday, May 27, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By  
**ALDERMAN HANSEN (44th Ward):**

MAY 23, 1988 DECLARED "COMMUTER  
DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Bicycling is a healthful endeavor; and

WHEREAS, Bicycling is a viable alternative form of transportation that can aid in relieving automotive congestion in the City of Chicago; and

WHEREAS, Promotion of cycling by the City will draw attention to the benefits of the sport; now, therefore,

*Be It Resolved.* That we, the Mayor and the members of the Chicago City Council, declare May 23, 1988, to be Commuter Day in the City of Chicago.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- ISSUANCE OF PERMIT FOR CONSTRUCTION  
AND MAINTENANCE OF CANOPY AT  
2929 NORTH BROADWAY.

Also, a proposed order directing the Commissioner of General Services to issue a permit to

Bon Ton for the construction, maintenance and use of a canopy to be attached to the building or structure at 2929 North Broadway, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN LEVAR (45th Ward):**

**CONGRATULATIONS EXTENDED SISTER CLARITA LANGENFELD  
ON HER 90TH BIRTHDAY CELEBRATION.**

A proposed resolution reading as follows:

WHEREAS, Sister Clarita Langenfeld, longtime resident of Our Lady of Victory Parish Family, is celebrating ninety years of life; and

WHEREAS, On May 19, 1898, Frances, a baby girl, was born to Nick and Kathryn Langenfeld on a farm in Earling, Iowa, one of ten children; and

WHEREAS, Frances entered the Congregation of the School Sisters of Saint Francis on August 2, 1922 and took the name Sister Clarita in 1923; and

WHEREAS, After many years of dedicated teaching and serving as principal in schools in Illinois and Wisconsin, Sister Clarita returned to Our Lady of Victory Parish where she taught Alderman Patrick J. Levar from 1964 to 1965, and taught his five brothers and established herself as a pillar of this greatful community. She is happy to share this celebration with her many, many friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D. do hereby join in the congratulations to Sister Clarita Langenfeld on the occasion of her ninetieth birthday, and extend to her our most sincere wishes for many more years of happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sister Clarita Langenfeld.

Alderman Levar 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 Levar, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:



*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Portage Park Chamber of Commerce, c/o Ms. Jeannine Smentek, Executive Director, to hold a sidewalk sale on both sides of North Cicero Avenue from 3900 to 4300, on both sides of North Milwaukee Avenue from 3900 to 4200, and on both sides of West Irving Park Road from 4600 to 5300, for the period extending July 28 through July 31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 5007 WEST IRVING  
PARK ROAD.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Frank's Place, Incorporated, doing business as Nite Cap Pub, to maintain and use an existing canopy attached to the building or structure located at 5007 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN SHILLER (46th Ward):**

*Referred* -- PERMISSION TO HOLD FESTIVAL ON PORTION  
OF WEST LELAND AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Buddhist Temple, c/o Mr. Jimmy Barrientos, to hold a festival on West Leland Avenue, from North Racine Avenue to North Broadway for the period extending June 24 through June 26, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS  
OF CHICAGO ON THEIR 41ST ANNIVERSARY  
YEAR AND GOODWILL VISIT TO  
VAIHINGEN-AURICH,  
GERMANY.

A proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and

WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary

and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Mayor and citizens of Vaihingen-Aurich; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Mayor of Vaihingen-Aurich.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS OF  
CHICAGO ON THEIR 41ST ANNIVERSARY YEAR AND  
GOODWILL VISIT TO LANDESREGIERUNG  
RHEINLAND-PFALZ, GERMANY.

Also, a proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear

their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and

WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Landesregierung Rheinland-Pfalz; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Landesregierung Rheinland-Pfalz.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS  
OF CHICAGO ON THEIR 41ST ANNIVERSARY  
YEAR AND GOODWILL VISIT TO  
GIESSEN, GERMANY.

Also, a proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and

WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Honorable Manfred Mutz, Buergermeister, and the citizens of Giessen; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Honorable Manfred Mutz.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS  
OF CHICAGO ON THEIR 41ST ANNIVERSARY  
YEAR AND GOODWILL VISIT TO  
WEROTH, GERMANY.

Also, a proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and

WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Honorable Eduard Haunappel, Buergermeister, and the citizens of Weroth; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Honorable Eduard Haunappel.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS  
OF CHICAGO ON THEIR 41ST ANNIVERSARY YEAR AND  
GOODWILL VISIT TO VERBANDSGEMEINDE  
WALLENEROD, GERMANY.

Also, a proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and

WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Honorable Toni Sabel and the Verbandsgemeinde Wallenerod; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Honorable Toni Sabel and the Verbandsgemeinde Wallenerod.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS  
OF CHICAGO ON THEIR 41ST ANNIVERSARY  
YEAR AND GOODWILL VISIT TO  
FREIBURG, GERMANY.

Also, a proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and



WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Honorable Dr. Rolf Boehme, Buergermeister, and the citizens of Freiburg; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Honorable Dr. Rolf Boehme.

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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS  
OF CHICAGO ON THEIR 41ST ANNIVERSARY  
YEAR AND GOODWILL VISIT TO  
KONSTANZ, GERMANY.

Also, a proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and

WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Mayor and citizens of Konstanz; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Mayor of Konstanz.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

CONGRATULATIONS EXTENDED GERMAN-AMERICAN SINGERS OF  
CHICAGO ON THEIR 41ST ANNIVERSARY YEAR AND  
GOODWILL VISIT TO ENINGEN U. ACHALM,  
GERMANY.

Also, a proposed resolution reading as follows:

WHEREAS, In June, 1988, the German-American Singers of Chicago will embark on its third concert tour throughout Germany; and

WHEREAS, The German-American Singers of Chicago is a 90-voice mixed choir, which has nurtured its German heritage through song throughout its 41-year history; and

WHEREAS, The German-American Singers of Chicago was founded in the City of Chicago in 1947 for the purpose of preserving the culture and heritage of Chicago's many German-Americans who settled in this new world; and

WHEREAS, The German-American Singers of Chicago has successfully entertained by keeping the music and traditions of their ancestors alive in the hearts of all those who hear their voices, yet striving to share the heritage and culture of their new world, America, with others abroad; and

WHEREAS, The German-American Singers of Chicago has undertaken a concert tour for the purpose of sharing their gift of song with their brothers and sisters abroad; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby offer our heartiest congratulations to the German-American Singers of Chicago on its 41st year anniversary and that the German-American Singers of Chicago shall serve as ambassadors of goodwill, representing the City of Chicago and the thousands of German-Americans in its midst; and

*Be It Further Resolved*, That the German-American Singers of Chicago shall extend greetings on behalf of all people of Chicago to the Honorable Juergen Steinhilber, Buergermeister, and the citizens of Eningen U. Achalm; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Honorable Juergen Steinhilber.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the organizations listed, for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Sears, Roebuck and Company--to install, maintain and use eight cables for use with loss prevention camera equipment over the public way adjacent 1900 West Lawrence Avenue; and

Uzdawinis and Kobayashi, Incorporated, doing business as Cafe Selmarie--to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to 2327 West Giddings Plaza.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
NORTH CLAREMONT AVENUE IN CONJUNCTION  
WITH CARNIVAL FESTIVITIES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Matthias Church, to close to traffic North Claremont Avenue, from West Ainslie Street to a half block north thereof, and from the east side of West Argyle Street south to the midpoint of the block in conjunction with a carnival to be held for the period extending June 7 through June 12, 1988, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF NORTH LINCOLN AVENUE AND  
NORTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Lincoln Square Chamber of Commerce to hold a sidewalk sale on both sides of North Lincoln Avenue, between West Leland Avenue and West Ainslie Street, and on both sides of North Western Avenue, between West Leland Avenue and West Ainslie Street for the period extending July 28 through July 31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN OSTERMAN (48th Ward):**

CONGRATULATIONS EXTENDED MS. BONITA BRODT FOR HER  
SUCCESSFUL CAREER WITH *CHICAGO TRIBUNE*  
NEWSPAPER.

A proposed resolution reading as follows:

WHEREAS, Bonita Brodt is an award-winning features writer assigned to the Tempo section since June, 1986. As a general assignment reporter, her stories on street gang welfare were included in the *Tribune's* entry which placed in the top three finalists in Public Service competition for the Pulitzer Prize that year; and

WHEREAS, Bonita Brodt won both the Illinois Associated Press Feature Writing Award and the *Tribune's* Edward Scott Beck Award for the best domestic news story in 1985; and

WHEREAS, In 1979, Bonita Brodt received an award from the Chicago Association of Neighborhood Development Associations for coverage of inner-city neighborhood issues; and

WHEREAS, From 1982 to 1986, Bonita Brodt reported and wrote a variety of news and feature stories for the news section as well as Tempo and the Sunday magazine; and

WHEREAS, Bonita Brodt joined the *Chicago Tribune* in June, 1978, as a member of the newspaper's metropolitan staff, she covered the Criminal Courts beat for two years, and also reported on urban affairs; and

WHEREAS, Bonita Brodt, a graduate of Indiana University in Bloomington, served as editor-in-chief of one of the nation's largest college daily newspapers, *The Indiana Daily*

*Student*, and was the recipient of three national awards in the William Randolph Hearst competition for excellence in college journalism. During college she worked internships at the *Wabash Plain Dealer* (Indiana) and the *Arlington Heights Herald* (Illinois) before coming to the *Chicago Tribune*; now, therefore,

*Be It Resolved*. That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of May, 1988, A.D., do hereby congratulate Bonita Brodt on her success with the *Chicago Tribune*; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Bonita Brodt.

Alderman Osterman 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 Osterman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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*Referred* -- ISSUANCE OF PERMITS FOR MAINTENANCE  
OF EXISTING CANOPIES AT SPECIFIED  
LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the organizations listed, to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Seventh Church of Christ Scientist--for one canopy at 110 West Bryn Mawr Avenue; and

Viennaville Hot Dogs, Incorporated--for one canopy at 1144 West Bryn Mawr Avenue.

*Referred* -- HUMAN RELATIONS COMMISSION REQUESTED TO TESTIFY  
BEFORE COMMITTEE ON HUMAN RIGHTS AND CONSUMER  
PROTECTION REGARDING DISCRIMINATION  
PRACTICES AGAINST VARIOUS RACIAL,  
RELIGIOUS AND ETHNIC GROUPS  
IN CHICAGO.

Also, a proposed resolution requesting that the Commission on Human Relations testify before the Committee on Human Rights and Consumer Protection with regard to discrimination practices against various racial, religious and ethnic groups in the City of Chicago and further requesting the commission to hold public hearings and the committee to report the findings and recommendations to the City Council, which was *Referred to the Committee on Human Rights and Consumer Protection*.

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Presented By

**ALDERMAN ORR (49th Ward):**

*Referred* -- PERMISSION TO HOLD SUNDRY EVENTS ON  
PORTIONS OF NORTH SHERIDAN ROAD AND  
WEST ALBION AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Russell L. Game, Coordinator of the Cultural Awareness Council Loyola/Sheridan Country Fair Committee, to hold a sidewalk sale on the west side of North Sheridan Road, from 6536 to 6604 and an art fair and entertainment event on both sides of West Albion Avenue, from 1200 to the first alley west of Sheridan Road on Saturday, September 24, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN STONE (50th Ward):**

*Referred -- GRANT OF PRIVILEGE TO CANDLELITE  
RESTAURANT FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Frank Moran and Son, Incorporated, doing business as Candlelite Restaurant, to maintain and use a portion of the public right of way adjacent to 7452 North Western Avenue for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys.*

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*5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ET CETERA.*

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

**FREE PERMITS:**

**BY ALDERMAN ROTI (1st Ward):**

The Chinese American Service League, Incorporated, 310 West 24th Place--remodeling of existing structure.

**BY ALDERMAN T. EVANS (4th Ward):**

Oakland Elementary School, 750 East 40th Street--construction and rehabilitation work.

**BY ALDERMAN GABINSKI (32nd Ward):**

Catholic Archdiocese/Saint Stanislaus School, 1255 North Noble Street--electrical installations.

**BY ALDERMAN NATARUS (42nd Ward):**

Michael Reese Hospital and Medical Center, South Lake Shore Drive at East 31st Street--construction of a medical facility including an ambulatory surgical center at 900 North Michigan Avenue.



*BY ALDERMAN ORR* (49th Ward):

Catholic Archdiocese/Saint Jerome School, 1706 West Morse Avenue--electrical installations.

**LICENSE FEE EXEMPTIONS:**

*BY ALDERMAN RUSH* (2nd Ward):

Illinois College of Optometry, 3241 South Michigan Avenue.

Illinois Institute of Technology (Class I), 3140 South Federal Street.

*BY ALDERMAN TILLMAN* (3rd Ward):

Centers for New Horizons, Incorporated (Robert Taylor South Day Care Center), 5140 South Federal Street.

Chaney Ford Child Care Center, 4526 South Wabash Avenue.

Firman Community Services Day Care Program, 27 West 47th Street.

Maggie Drummond Memorial Day Care Center, 4301 South Wabash Avenue.

Washington Park Y.M.C.A. Head Start Day Care Program, 5000 South Indiana Avenue.

*BY ALDERMAN T. EVANS* (4th Ward):

Grant Day Care/School Age Program, 4025 South Drexel Boulevard.

*BY ALDERMAN VRDOLYAK* (10th Ward):

The Salvation Army Day Care Center, 10536 South Bensley Avenue.

*BY ALDERMAN MADRZYK* (13th Ward):

Southwest Co-op Preschool, 3500 West 63rd Place.

*BY ALDERMAN JONES* (20th Ward):

Church of the Good Shepherd Day Care Center, 5700 South Prairie Avenue.

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NEW BUSINESS PRESENTED BY ALDERMEN

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*BY ALDERMAN BUTLER (27th Ward):*

Marcy-Newberry Association (Rockwell Center), 2540 West Jackson Boulevard.

*BY ALDERMAN BANKS (36th Ward):*

Noah's Ark Preschool (Class I), 3101 North Parkside Avenue.

*BY ALDERMAN GILES (37th Ward):*

Trinity Site Day Care Center, 1400 North Laramie Avenue.

*BY ALDERMAN LAURINO for ALDERMAN O'CONNOR (40th Ward):*

Evangelical Lutheran Church of Saint Philip Day Care Center (Class I), 2444 West Bryn Mawr Avenue.

Swedish Covenant Hospital Day Care Center (Classes I and II), 5140 North California Avenue (2).

*BY ALDERMAN PUCINSKI (41st Ward):*

Edison Park Lutheran Church Day Care Center, 6626 North Oliphant Avenue.

*BY ALDERMAN NATARUS (42nd Ward):*

Near North Health Service Corporation, 1276 North Clybourn Avenue.

Saint Chrysostom's Day School (Day Care Center--Type C, Class I), 1424 North Dearborn Parkway.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Infant Welfare Society Day Care Center, 1931 North Halsted Street.

*BY ALDERMAN HANSEN (44th Ward):*

Volunteer Agencies of Chicago (Bargains Unlimited), 3119 North Lincoln Avenue.

*BY ALDERMAN OSTERMAN (48th Ward):*

Rogers Park Montessori Day Care Center, 1244 West Thorndale Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN ROTI (1st Ward):*

Illinois Institute of Technology, 77 South Wacker Drive--mechanical ventilation inspection fee and fuel burning equipment inspection fee (2).

Jewish Federation of Metropolitan Chicago, 1 South Franklin Street--annual fuel burning equipment inspection fee and annual building inspection fees (2).

*BY ALDERMAN T. EVANS (4th Ward):*

Lutheran School of Theology, 1100 East 55th Street--annual building inspection fees.

*BY ALDERMAN BLOOM (5th Ward):*

Catholic Theological Union, various locations--semi-annual elevator inspection fees.

*BY ALDERMAN CULLERTON (38th Ward):*

Polish American Veterans Post No. 90/Polish Army Veterans Association, 6005 West Irving Park Road--annual inspection fees for public place of assembly and annual building inspection fee (2).

*BY ALDERMAN LEVAR (45th Ward):*

Copernicus Foundation, 5216 West Lawrence Avenue--annual public place of assembly inspection fees.

*BY ALDERMAN SHILLER (46th Ward):*

Japanese American Service Committee, 4427 North Clark Street--annual elevator inspection fee.

*BY ALDERMAN SCHULTER (47th Ward):*

Society of Danube Swabians, various locations--annual canopy and revolving door inspection fee and public place of assembly inspection fees (2).

5/11/88

NEW BUSINESS PRESENTED BY ALDERMEN

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WATER RATE EXEMPTIONS:

*BY ALDERMAN MADRZYK* (13th Ward):

Saint Mary Star of the Sea, 6435 South Kilbourn Avenue.

*BY ALDERMAN DAVIS* (29th Ward):

United Faith Tabernacle Baptist Church, 5209 West Lake Street.

*BY ALDERMAN AUSTIN* (34th Ward):

Mount Ebal Baptist Church, 423 West 107th Street.

*BY ALDERMAN GILES* (37th Ward):

New Galilee Baptist Church, 427--429 North Laramie Avenue.

*BY ALDERMAN EISENDRATH* (43rd Ward):

Moody Church, 1609 North LaSalle Street.

*BY ALDERMAN STONE* (50th Ward):

Congregation Ezra Israel, 2746--2756 West Lunt Avenue.

REFUND OF FEES:

*BY ALDERMAN ROTI* (1st Ward):

Chinese American Service League, Incorporated, 310 West 24th Place--refund in the amounts of \$138.00 and \$243.00.

*BY ALDERMAN PUCINSKI* (41st Ward):

Lom-Bar Electric Company, 9856 Derby Lane, Westchester, Illinois--refund in the amount of \$2,198.00.

## WAIVER OF FEE:

BY ALDERMAN ROTI (1st Ward):

Waive the temporary food dispenser license fee on behalf of the following restaurants: Sierra Grill, Midland Hotel, 172 West Adams Street; Gold Coast Hotdogs, 418 North State Street; Le Cochonnet, 3434 North Sheffield Avenue; Carolyn Collins' Caviar, 6210 Robin Lane; Ronald McDonald and Assistant, various locations; Coca Cola, 74 North Oak Park Avenue, Chic; 858 North Orleans Street; Harry Cary's Restaurant and Chicago's Indoors Gardens, 5305 North Winthrop Avenue.

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (April 27, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on April 27, 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*.

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**UNFINISHED BUSINESS.**

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**MUNICIPAL CODE CHAPTER 185.1, SECTION 185.1-2(a)  
AMENDED TO INCREASE SEWER SERVICE RATE TO  
EIGHTY-FOUR PERCENT OF WATER BILLS.**

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of December 23, 1987, pages 8640 and 8641, recommending that the City Council pass a proposed ordinance to amend Chapter 185.1, Section 185.1-2(a) of the Municipal Code of Chicago by increasing the sewer service rate to 84% of the water bill.

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

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

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

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 185.1, Section 185.1-2(a) of the Municipal Code of the City of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

185.1-2. (a) A charge for sewer service and use of the sewerage system of the City is hereby established. The charge shall be an amount equal to [48%] 84% of the amount charged for water service pursuant to Chapter 185 of this Code, whether such water service is metered or otherwise; property which is exempt from payment of water service charge pursuant to Chapter 185, Section 185-47 [,] of this Code shall not be exempt from payment of a sewer usage fee, but shall pay an amount equal to [48%] 84% of the water rate which would be otherwise applicable, but for an exemption pursuant to Chapter 185, Section 185-47. However, such property as is owned and used in the immediate conduct of carrying out the purposes of any charitable, religious or educational institution, including the residence occupied by the janitor or caretaker of a religious institution if located on the premises of such religious institution, shall be exempt from the first Five Hundred Dollar (\$500.00) charge for sewer service per semi-annual billing period.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1988.

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ISSUANCE OF GENERAL OBLIGATION TENDER NOTES,  
SERIES 1988 A AND B OF CITY  
OF CHICAGO.

On motion of Alderman T. Evans, the City Council took up for consideration the report of

the Committee on Finance, deferred and published in the Journal of the Proceedings of April 20, 1988, pages 12256 and 12261 through 12332, recommending that the City Council pass a proposed ordinance authorizing the issuance of General Obligation Tender Notes, Series 1988 A and B of the City of Chicago.

Alderman T. Evans moved to pass the said proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Shiller, Orr -- 25.

*Nays* -- Aldermen Roti, Bloom, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Mell, Banks, Cullerton, Laurino, Pucinski, Eisendrath, Levar, Schulter, Osterman, Stone -- 19.

The Chair announced the tally and cast its vote in the affirmative, declaring the ordinance *Passed* 26-19.

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

The following is said ordinance as passed:

*General Obligation Tender Notes, Series 1988 A  
And B Of The City Of Chicago, Illinois.*

\* \* \* \* \*

*Preamble.*

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

WHEREAS, The City has determined that it is desirable and in the public interest of the City to issue notes of the City for the following purposes: (i) to finance current cash requirements of the City; and (ii) to provide funds to pay amounts appropriated for specific purposes by the City for the year 1988; and

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

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

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

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

SECTION 3. Authorization Of Notes.

(a) For the purpose of providing moneys for the purposes provided in the preamble hereof, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this ordinance and the Indenture, in an aggregate principal amount determined as provided hereunder, payable as to principal and interest from the sources indicated in Section 3(d) of this ordinance. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988" (the "Notes"). The Notes shall be dated, bear interest at such rate or rates (whether fixed to maturity or variable) not to exceed 12% per annum, mature, be subject to payment, redemption and purchase, be of the form and be secured as provided in the Indenture for Series 1988A Notes and Series 1988B Notes.

(b) The Notes shall be issued in various series (each a "Series") in the amounts and for the purposes as follows:

(i) Series 1988A (the "Series 1988A Notes"), in the principal amount at any one time outstanding of not to exceed \$100,000,000, maturing on December 31, 1988, for the purpose of financing the current cash flow requirements of the City; and

(ii) Series 1988B (the "Series 1988B Notes"), maturing on October 31, 1989, for the purpose of providing funds to pay amounts appropriated for various purposes for the year 1988, which Series 1988B Notes shall be issued for the various fund purposes and in the maximum principal amounts as follows:

Fund	Principal Amount
Corporate	\$139,180,000
Chicago Public Library (Maintenance and Operation)	34,221,000



Fund	Principal Amount
City Relief (General Assistance)	\$14,800,000
Judgment	31,679,000
Chicago Public Library (Building and Sites)	7,831,000

(c) Solely to permit the various Notes of any Series issued hereunder to have varying interest rate determination methods, any Notes issued hereunder may be issued and sold as one or more sub-series, each of which shall be (A) in the principal amount of not less than \$10,000,000, (B) deemed to be a "Series" under this ordinance and the Indenture only for establishing and maintaining an interest rate determination method for such Notes and (C) identified by a number following the Series designation from 1 upward (i.e. Series 1988 \_\_\_\_ - 1, etc.).

(d) Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

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

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

(a) From the proceeds of the Series 1988A Notes a sum sufficient shall be used to finance the current cash requirements of the City.

(b) The proceeds of the Series 1988B Notes shall be deposited in the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund as designated by the Comptroller in his notification of sale to the City Council described in Section 7(b) hereof, and shall be used for the purpose of paying amounts appropriated for such respective funds for the year 1988.

SECTION 5. Tax Levy for Reimbursement of the Bank for Drawings to Pay the Series 1988A Notes or for the Payment of the Series 1988A Notes. Unless the Comptroller shall determine on or before December 1, 1988, that sufficient funds are legally available and will be used (a) to reimburse any Bank appointed pursuant to the provisions of Section 10 hereof on December 31, 1988, for a drawing or drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Series 1988A Notes, or (b) to pay the principal of and interest on the Series 1988A Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of

Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before December 31, 1988, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before December 31, 1989 or to pay the principal of and interest on the Series 1988A Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit or (ii) the Series 1988A Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied into the Series 1988A Notes Account of the Note Fund.

SECTION 6. Security for the Series 1988B Notes. (a) Unless the Comptroller shall determine on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse any Bank appointed pursuant to Section 10 hereof on October 31, 1989, for a drawing or drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Series 1988B Notes, or to pay the principal of and interest on the Series 1988B Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before October 31, 1990, or to pay the principal of and interest on the Series 1988B Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit or (ii) the Series 1988B Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988B Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 6(a) into the Series 1988B Notes Account of the Note Fund.

(b) The City covenants that it will make no borrowings payable from the proceeds of the taxes levied for the purposes referred to in Section 3(b)(ii) hereof unless such borrowings are junior and subordinate in all respects to the City's obligation to reimburse any Bank appointed pursuant to Section 10 hereof for any draw under the Letter of Credit issued by such Bank for the purpose of paying principal of and interest on the Series 1988B Notes or to pay principal of and interest on the Series 1988B Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit or (ii) the Series 1988B Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit.

SECTION 7. Sale and Delivery of the Notes. (a) Each Series of Notes shall be sold and delivered to a group of underwriters led by Shearson Lehman Hutton, Grigsby, Brandford & Co., Inc. and The First National Bank of Chicago (the "Underwriters") subject to the terms and conditions of a contract of purchase related thereto. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed 0.5% of the principal amount of the Notes being sold. All or a portion of each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Comptroller shall be authorized to enter into any

additional agreements comparable to any agreement authorized hereunder and described in the Indenture and to deliver any certificates required of the City in connection with such separate sale.

The sale and delivery of all or a portion of any Series, or combination of Series of Notes shall be authorized by the Comptroller pursuant to one or more contracts of purchase as described above, which contract or contracts shall be approved by the Chairman of the Committee on Finance of the City Council.

(b) Subsequent to the sale of any Notes, the Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold of each Series, (ii) the initial interest rate determination method or methods for such Notes and the initial interest rates determined within each such interest rate determination method, (iii) the compensation paid to the Underwriters in connection with such sale and (iv) with respect to any sale of Series 1988B Notes, the principal amounts of such Series 1988B Notes which were sold for each of the respective purposes set forth in Section 3(b)(ii) hereof. An executed copy of the Indenture providing for the issuance of the Notes and an executed copy of the contract of purchase and the disclosure document relating to such Notes shall be attached to each such notification of sale.

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

(d) The Registrar shall be authorized to authenticate and deliver each Series of Notes at the initial delivery of such Series upon telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of such Notes have been satisfied.

**SECTION 8. Appointment of Trustee, Registrar and Paying Agent; Authorization of Indenture.** The City hereby authorizes the Comptroller to appoint the Trustee, the Registrar and the Paying Agent for the purposes and upon the express terms and conditions set forth in the Indenture. The acceptance of the Trustee shall be evidenced by its execution of the Indenture. The acceptance of the Paying Agent and the Registrar shall be evidenced by its execution of an acceptance of such duties. The Mayor or the Comptroller are hereby authorized to execute an Indenture in connection with the issuance of the Notes or any Series of Notes, each such Indenture to be in the form of Exhibit "A" attached hereto and to contain such provisions as are set forth therein with respect to Series 1988A Notes and Series 1988B Notes, but with such revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of any such Notes. The final form of each such Indenture shall be executed on behalf of the City by the Mayor or the Comptroller, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk.

SECTION 9. Remarketing Agent. The City hereby authorizes the Comptroller to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes or any Series of Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed .25% of the average principal amount of Notes covered by such Remarketing Agreement outstanding during such annual period.

SECTION 10. The Bank. The City hereby authorizes the Comptroller to obtain a Letter of Credit for any Series of Notes if determined by the Comptroller to be desirable in connection with the marketing and remarketing of the Notes; provided, however, that any Series of Notes bearing interest at other than a fixed rate to maturity shall be secured by a Letter of Credit. The Comptroller is hereby further authorized to (i) appoint the Bank to issue such Letter of Credit; (ii) execute and deliver a Reimbursement Agreement relating to any Notes so secured; and (iii) execute and deliver a Letter of Credit Note in connection with the execution and delivery of any such Reimbursement Agreement. The annual fee paid to any Bank for the provision of a Letter of Credit shall not exceed .25% of the amount available to be drawn under such Letter of Credit.

Any Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose. Any Letter of Credit Note shall bear interest at a rate not exceeding 25% per annum.

In appointing the Bank pursuant to this Section 10, the Comptroller must select a banking corporation or association that will cause the Notes to bear one of the two highest short-term ratings available from Moody's and S.&P., or one of them in the event that the Notes are not to be rated by both.

SECTION 11. Note Insurance. The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes.

SECTION 12. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse any Bank appointed pursuant to the provisions of Section 10 hereof at the times and in the amounts as provided in the related Reimbursement Agreement, (b) pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit or the Notes bear interest at a fixed rate to maturity and no Bank has been so appointed, and (c) pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar in a timely manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this section, but, if for any such year it fails to do so, this ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

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

SECTION 13. Amendment of Tax Levy Ordinance. That the ordinance of the City adopted by the City Council on December 16, 1987, and providing for the levy of taxes by the City for the year 1988 is amended as provided in Exhibit "B" hereto.

SECTION 14. Ratification of Tax Levy Ordinance. That the ordinance of the City adopted by the City Council on December 16, 1987, and providing for the levy of taxes by the City for the year 1988, as amended hereby, is hereby ratified, approved and confirmed.

SECTION 15. Counterparts. This ordinance may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same ordinance.

SECTION 16. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 17. Publication. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

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

5/11/88

UNFINISHED BUSINESS

13427

*Exhibit "A".*

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City Of Chicago, Illinois

And

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As Trustee

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Trust Indenture

Dated As Of \_\_\_\_\_ 1, 1988

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Securing  
General Obligation Tender Notes  
Series 1988 A, B and C.

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This Trust Indenture dated as of \_\_\_\_\_ 1, 1988 between the City of Chicago, Illinois (the "City"), a municipal corporation and home rule unit organized and existing under the laws of Illinois, located in Cook and Du Page Counties, Illinois and \_\_\_\_\_, a \_\_\_\_\_ banking \_\_\_\_\_, having its principal corporate trust office in Chicago, Illinois, as trustee (said corporation, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee") and \_\_\_\_\_, as paying agent (said corporation, and any successor or successors as paying agent hereunder, being herein referred to as "Paying Agent").

*Witnesseth:*

Whereas, by virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on \_\_\_\_\_, 1988 (the "Note Ordinance") the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, the execution and delivery of this Indenture have been in all respects duly and validly authorized by the Note Ordinance; and

Whereas, in order to provide the funds needed to (i) finance current cash requirements of the City; (ii) provide funds to pay amounts appropriated for specific purposes by the City for the year 1988; and (iii) finance the acquisition of necessary equipment for the City, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1988 A, B and C (the "Notes"); and

Whereas, the City has the option to cause any Notes tendered for purchase by a Noteholder in the manner provided herein to be purchased from said Noteholder at a price equal to the principal amount thereof plus accrued interest; and

Whereas, in furtherance thereof, the City and \_\_\_\_\_ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of \_\_\_\_\_ 1, 1988 (the "Remarketing Agreement") pursuant to which the Remarketing Agent will arrange for the purchase of Bonds tendered for purchase and attempt to remarket said tendered Bonds on behalf of the City; and

Whereas, when the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Bonds, the Paying Agent shall perform such duties as tender agent as the agent of the Noteholders; and

Whereas, the Notes are to be additionally entitled to the benefits of an irrevocable Letter of Credit issued to the Paying Agent (the "Letter of Credit") by \_\_\_\_\_ (in such capacity herein referred to as the "Bank"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement, dated as of \_\_\_\_\_ 1, 1988 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, original executed copies of the Letter of Credit, Reimbursement Agreement and the Remarketing Agreement have been delivered to and are on file in the Trustee's records; and

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

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

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

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

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

Provided, However, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, and premium, if any, and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and



provisions hereof and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

*Article I.*

*Definitions.*

Section 1.01. Definitions. The terms defined in this section shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" shall mean an irrevocable letter, or letters, of credit delivered in accordance with Section 5.05(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to identity of the Bank. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and S.&P., if the Notes are rated by S.&P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Indenture.

"Bank" shall mean, initially, \_\_\_\_\_, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 4.05(c) hereof, "Bank" shall mean the issuer, or issuers, of such Letter or Alternate Letter or Letters, of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its, or their, successors in such capacity and their assigns. "Principal Office" of the Bank shall mean the principal office from time to time of the Bank.

"Bond Counsel" shall mean the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

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

"City" shall mean the City of Chicago, Illinois.

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

"Commercial Paper Rate" means the interest rate on the Notes set under Section 2.02(c).

"Commercial Paper Rate Period" means with respect to any Note, the period (which may be from 1 day to 180 days) determined as provided in Section 2.02(c).

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

"Custody Account" means that account established on behalf of the Bank with an agent designated in the Reimbursement Agreement, and initially shall mean that account established by the Paying Agent on behalf of the Bank.

"Daily Rate" means an interest rate on the Notes set under Section 2.02(a).

"Determination Date" is defined in Section 2.02(d).

"Event of Default" shall mean any of the events stated in Section 6.01(a) hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 2.02(d).

"Fixed Rate Period" is defined in Section 2.02(d).

"Indenture" means this Trust Indenture as amended or supplemented at the time in question.

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

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

"Interest Rate" means the rate on the Note established pursuant to Section 2.02 hereof.

"Letter of Credit" shall mean the irrevocable letter, or letters, of credit issued by the Bank contemporaneously with the original issuance of the Notes or any Series of Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 4.05(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of Notes may be secured by a different Letter of Credit issued by the Bank or by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Indenture. Any reference to Letter of Credit herein shall be deemed to refer to the Letter of Credit related to such Series of Notes, unless the context shall clearly indicate otherwise. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Indenture.

"Letter of Credit Note" shall mean a note issued pursuant to a Reimbursement Agreement.

"Monthly Rate Evaluation Date" means the fifth day of each month while the Notes of any Series bear interest at a Short Term Rate unless such day is not a Business Day, in which case the Monthly Evaluation Date shall be the following Business Day.

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

"Notes" means the notes issued pursuant to this Indenture.

"Note Fund" shall mean the fund created by Section 4.01 hereof.

"Noteholder" shall mean the person in whose name any Note is registered. The Trustee, the Paying Agent, the Remarketing Agent and the Bank may be Noteholders.

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first class mail to the Noteholders, at the addresses shown in the registration books maintained pursuant to Section 3.10 hereof.

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

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

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

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

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

"Paying Agent" shall mean, initially, \_\_\_\_\_, or any other or successor paying agent appointed in accordance with Section 7.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent shall mean the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

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

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

"Registrar" shall mean the Paying Agent acting in the capacity of registrar under this Indenture, its successors and their assigns.

"Reimbursement Agreement" shall mean the agreement or agreements between the City and the Bank, pursuant to which the related Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the Reimbursement Agreement entered into pursuant to Section 7.29 of this Indenture and any and all modifications, alterations, amendments and supplements thereto. Any reference to Reimbursement Agreement herein shall be deemed to refer to the Reimbursement Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" shall mean, initially, \_\_\_\_\_, or any other remarketing agent appointed in accordance with Section 7.28 hereof.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 7.28 of this Indenture, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Remarketing Agreement herein shall be deemed to refer to the Remarketing Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Series 1988B Notes" shall have the meaning assigned to such term in Section 2.01(b) (ii) hereof.

"Short Term Rate" means a Daily, Weekly or Commercial Paper Rate.

"State" means the State of Illinois.

"Service Fund" means the fund created pursuant to Section 4.06 hereof, and held and administered by the Paying Agent.

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

"Supplemental Indenture" shall mean any indenture modifying, altering, amending, supplementing or confirming this Indenture for any purpose, in accordance with the terms hereof.

"Treasurer" shall mean the duly elected Treasurer of the City.

"Trustee" shall mean \_\_\_\_\_, as trustee under this Indenture, its successors in trust and their assigns. "Principal Office" of the Trustee shall

mean the principal corporate trust office of the Trustee, which office at the date of this Indenture is located at \_\_\_\_\_, Chicago, Illinois \_\_\_\_\_.

"Weekly Rate" means an interest rate on the Notes set under Section 2.02(b).

Section 1.02. Construction. This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.
- (d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

## *Article II.*

### *The Notes.*

#### Section 2.01. Authorization Of Notes.

(a) Upon the execution and delivery hereof, the City shall execute the Notes and deliver them to the Paying Agent for authentication. At the direction of the City, the Paying Agent shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988" (the "Notes"). The Notes shall be dated as provided in Section 2.06(b) hereof.

(b) The Notes shall be issued in various series (each a "Series") as below designated, and in the amounts, maturing, subject to prior redemption upon the terms and conditions as hereinafter set forth, and be for the purposes as follows:

(i) Series 1988A (the "Series 1988A Notes"), in the principal amount of \$\_\_\_\_\_, maturing on December 31, 1988, for the purpose of financing the current cash flow requirements of the City;

(ii) Series 1988B (the "Series 1988B Notes"), maturing on October 31, 1989, in the principal amount of \$\_\_\_\_\_, for the purpose of providing funds to pay amounts appropriated for Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund purposes for the year 1988; and

(iii) Series 1988C (the "Series 1988C Notes"), in the principal amount of \$ \_\_\_\_\_, maturing on October 31, 1992, for the purpose of acquiring certain capital equipment more fully described in Exhibit "B" attached hereto and made a part hereof by this reference.

(c) In order to permit the various Notes of any Series issued hereunder to have varying interest rate determination methods, the Notes are being issued and sold as several sub-series, which are in the principal amounts and are designated as provided in Exhibit "C" attached hereto and made a part hereof. Each such sub-series shall be deemed to be a "Series" under this Indenture only for establishing and maintaining an interest rate determination method for such Notes.

(d) Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(e) The City shall promptly cause to be paid the principal of and interest on each Note issued pursuant to this Indenture at the place, at the time and in the manner provided herein and in the Notes to the true intent and meaning thereof.

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

(a) Daily Rate. When interest on any Series of the Notes is payable at a Daily Rate, the Comptroller will set a Daily Rate on each Business Day. Each Daily Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day the rate is set at 100% of their principal amount plus accrued interest. The Daily Rate for any non-Business Day will be the rate for the last day on which a rate was set or, upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, the rate established on the first Business Day after the date of such commencement.

If for any reason the Comptroller does not set a Daily Rate on any Business Day or a court holds that the rate set for any day is invalid or unenforceable, the Daily Rate for that day will be the average of 30-day yield evaluations at par of securities, the interest on which is exempt from federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. Initially, that rate will be the earliest rate published each day by Munifacts Wire System, Inc. The City, acting through its Comptroller, may designate a replacement publisher to the Trustee and the Remarketing Agent. If Munifacts Wire System, Inc. or such replacement publisher does not publish such a commercial paper rate on a day on which a Daily Rate is to be set, the Remarketing Agent will set the Daily Rate at 50% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced on such day by the Federal Reserve Bank of New York, converted to a coupon-equivalent rate.

(b) Weekly Rate. The Comptroller will set a Weekly Rate on the last Business Day before the commencement of a period during which any Series of the Notes bear interest at a Weekly Rate and each Tuesday thereafter during which interest on the Notes of such

Series is to be payable at a Weekly Rate or, if any Tuesday is not a Business Day, on the next succeeding Business Day. Each Weekly Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the date the rate is set at 100% of their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Weekly Rate or a court holds that any rate set is invalid or unenforceable, the Weekly Rate for that period will be the average of 30-day yield evaluations at par of securities (whether or not actually issued), the interest on which is exempt from federal income taxation, of at least 20 component issuers selected by the Remarketing Agent, including issuers of commercial paper, project notes, bond anticipation notes and tax anticipation notes, computed by the Remarketing Agent as of the day on which the Comptroller was to have set the Weekly Rate. When the Notes are rated by a Rating Agency in either of its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by a Rating Agency in its highest note or commercial paper rating category or (b) not have outstanding notes or commercial paper rated by a Rating Agency but have outstanding securities rated by a Rating Agency in either of its two highest long-term debt rating categories. If the Notes are rated by both Rating Agencies in a rating category that is lower than its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by one Rating Agency in its note or commercial paper rating category correlative, in the Remarketing Agent's judgment, to the long-term debt rating category of the Notes or (b) have outstanding securities rated by one Rating Agency in the same long-term debt rating category as the Notes are rated by that Rating Agency and not have any outstanding notes or commercial paper rated by such Rating Agency. The Remarketing Agent may change the component issuers from time to time in its discretion, subject to the foregoing requirements. If the Notes are not rated by a Rating Agency or the Remarketing Agent does not compute the average mentioned above, the Remarketing Agent will set the Weekly Rate at 55% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the day on which the Comptroller was to have set the Weekly Rate. Upon delivery to the Trustee of an Opinion of Bond Counsel that such action will not adversely affect the exemption of interest on the Notes of such Series from federal income taxation, the City, acting through its Comptroller, may designate a new method of setting the Weekly Rate in the event any of the above-described methods is unavailable or unrealistic in the market place.

(c) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Commercial Paper Rate for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller on the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at its principal amount.

If for any reason the Comptroller does not set a Commercial Paper Rate for any Commercial Paper Rate Period or a court holds that the rate set for such Commercial Paper Rate Period is invalid or unenforceable, the Commercial Paper Rate for such Note for such period will be the earliest 30-day, 60-day or 90-day tax-exempt commercial paper rate published each day by Munifacts Wire System, Inc. (or its replacement as provided in the

second paragraph of Section 3.02(a) hereof), and representing, as of the date of determination, the average of 30-day (if such Commercial Paper Rate Period is from one to 30 days in length), 60-day (if such Commercial Paper Rate Period is from 31 to 60 days in length) or 90-day (if such Commercial Paper Rate Period is from 61 to 180 days in length), as the case may be, yield evaluations at par of securities, the interest on which is exempt from federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. If Munifacts Wire System, Inc. (or its replacement) does not publish a 30-day, 60-day or 90-day tax-exempt commercial paper rate, as the case may be, on the day on which a Commercial Paper Rate is to be set, the Commercial Paper Rate of such Note for such period shall be the applicable percentage of the interest rate (the "Commercial Paper Base Rate") for 30-day, 60-day, or 90-day, as the case may be, taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the first Business Day of such Commercial Paper Rate Period as determined on the basis of the table set forth below.

Term Of Next Succeeding Commercial Paper Rate Period	Applicable Percentage Of Commercial Paper Base Rate
1-30 days	50%
31-60 days	52%
61-180 days	54%

(ii) Determination of Commercial Paper Rate Periods by Comptroller. While the Notes of any Series bear interest at a Commercial Paper Rate, the length of each Commercial Paper Rate Period (which may be from one to 180 days) for each Note of such Series shall, if the Comptroller's direction pursuant to Section 2.03(a) so requires, be determined by the Comptroller based upon the Comptroller's judgment that such length will be beneficial to the market for, or the relative yield of, such Note based upon the factors set forth in Section 2.03(b).

(iii) Determination of Commercial Paper Rate Periods by Remarketing Agent. While the Notes of any Series bear interest at a Commercial Paper Rate as a result of the City's direction pursuant to Section 2.03(a) the Commercial Paper Rate Period for each Note shall be determined by the Remarketing Agent pursuant to Section 2.03(a) unless the Comptroller's direction requires the Comptroller to make such determinations, in which event the Comptroller shall make such determinations as described in the preceding paragraph.

(iv) Limitations. Notwithstanding the foregoing:

(1) no Commercial Paper Rate Period shall be established for any Series of Notes unless the Letter of Credit securing such Notes terminates no earlier than twenty (20) days after the last day of such Commercial Paper Rate Period;

(2) if the Remarketing Agent or the Comptroller have previously determined that the Notes of any Series are to bear interest at a rate other than the Commercial Paper Rate



effective as of a future date, no new Commercial Paper Rate Period shall be established for such Series unless the last day of such Commercial Paper Rate Period occurs on or before the effective date of the change to such other rate; and

(3) if neither the Comptroller nor the Remarketing Agent sets the length of a Commercial Paper Rate Period for any Note of any Series when it is required to do so, a new Commercial Paper Rate Period lasting 30 days (or until the earlier stated maturity of the Notes of such Series) will follow.

(d) Fixed Rate. The Comptroller will set a Fixed Rate for any Series of Notes on a date (the "Determination Date") no fewer than 7 nor more than 15 Business Days before the beginning of the period (the "Fixed Rate Period") in which interest on the Notes of any Series will be payable at a Fixed Rate to the maturity of such Series of Notes. The Fixed Rate for any Series will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the Determination Date at their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Fixed Rate for a Fixed Rate Period or a court holds that the rate set for a Fixed Rate Period is invalid or unenforceable, the rate for the Fixed Rate Period will be determined by the Remarketing Agent and will be the [Here insert alternate rate determination method].

(5) The Interest Rate Determination Method for each Series of the Notes upon the initial delivery thereof shall be determined by the Comptroller based upon the Comptroller's judgment that such Method will be beneficial to the market for, or the relative yield of, each Series of Notes based upon the factors set forth in Section 2.03(b).

If any Series of the Notes is initially delivered bearing interest at a Commercial Paper Rate, the initial Commercial Paper Rate shall be of equal duration for all Notes of any such Series, and from and after the end of the initial Commercial Paper Rate Period such Series of Notes shall bear interest at a Daily Rate unless another Interest Rate Determination Method is designated pursuant to Sections 2.03(a) or 2.03(b) for such Series of Notes.

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

(a) Changes Directed by the City. The City may, acting through the Comptroller, change the method of determining the interest rate on the Notes of any Series by notifying the Paying Agent, Bank and Remarketing Agent at least 20 days prior to the proposed effective date of such change. Such notice shall contain (a) the effective date, (b) the proposed interest rate determination method, (c) if the change is to a Short Term Rate, the first Monthly Rate Evaluation Date, if any, upon which the determinations required pursuant to paragraph (2) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (d) if the change is to a Commercial Paper Rate, whether the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent and (e) if the change is to a Fixed Rate, the Determination Date. The notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exemption of interest on the Notes from federal income taxation. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series will be

payable at the new rate on the effective date specified in the notice until there is another change as provided in this section.

The Comptroller, upon delivering the opinions of counsel referred to in the preceding paragraph, may (a) make the determinations on each Monthly Rate Evaluation Date pursuant to paragraph (2) below or to cease to make such determinations for a specific or an indefinite period of time, (b) while the Notes of any Series bear interest at a Commercial Paper Rate require the Remarketing Agent to set the length of each Commercial Paper Rate Period pursuant to Section 2.02(c) or to cease to do so for a specific or an indefinite period of time or (c) override a determination made by the Remarketing Agent pursuant to paragraph (2) below provided that notice of redemption pursuant to Section 2.03(d) has not yet been given.

(b) Changes Directed by the Remarketing Agent. Unless directed not to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider on each Monthly Rate Evaluation Date whether the method of determining the interest rate on any Series of the Notes should be changed to a different method of Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such Series of Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Paying Agent, the City and the Bank and will specify the effective date of the change. For purposes of this paragraph (2), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (a) the performance of such Series of Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short Term Rates or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (b) any fact or circumstance relating to such Series of Notes or affecting the market for such Series of Notes or affecting such other comparable securities in a manner which, in the judgment of the Remarketing Agent will affect the market for such Series of Notes, which in any event leads the Remarketing Agent to conclude that such Series of Notes should bear interest at the Short Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent on an intervening Monthly Rate Evaluation Date or by the City pursuant to the paragraph (1) above, the Notes of such Series shall bear interest at the Short Term Rate specified in such notice. The notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exemption of interest on the Notes from federal income taxation.

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

(c) Limitations on Changes in Interest Rate Determination Method. Any change in the method of determining interest on the Notes of any Series pursuant to either Section 2.03(a) or (b) above must comply with the following:

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

(ii) the effective date of all changes must be the first day of a month; and

(iii) no change shall be made in the interest rate determination method at the direction of the City pursuant to Section 2.03(a) or at the direction of the Remarketing Agent pursuant to 2.03(b) hereof if the Paying Agent shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) or Section 2.03(b), as the case may be, has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change in rate under Section 2.03(d) then in the event of such withdrawal of opinion, the Paying Agent shall promptly notify all Noteholders of such withdrawal.

(d) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the interest rate determination method is to be made as to any Series of Notes, the Paying Agent will notify the Noteholders of such Series by first class mail at least 15 but not more than 60 days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel required by Section 2.03(a) or Section 2.03(b), as the case may be. The notice will state:

(i) that the interest rate determination method will be changed and what the new method will be,

(ii) the effective date of the new rate,

(iii) a description of the new method and the maximum interest rate, that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request and describing how to make such request,

(iv) the Interest Payment Dates and Record Dates in the new period,

(v) whether the Noteholders of such Series have a right to tender their Notes during the new period and, if they do, the procedures to follow, and

(vi) that a mandatory redemption of the Notes of such Series will result on the effective date of the change as provided in the Notes, all the information required by this Indenture to be included in a notice of redemption set forth in Section 4.03 hereof, that the owner may waive such redemption and the manner of waiving such redemption.

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

(i) the Determination Date,

(ii) the name of the newspaper in which, and the date on which, the Fixed Rate will be published as provided below,

(iii) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of such Series,

(iv) any ratings assigned the Notes of such Series by the Rating Agencies effective on the change,

(v) that during the Fixed Rate Period there will be no right to tender the Notes,

(vi) the redemption provisions to which the Notes are subject during the Fixed Rate Period, and

(vii) that during the Fixed Rate Period Notes may be issued in denominations of \$5,000 or integral multiples of \$5,000.

If the change is to a Fixed Rate, at least 5 Business Days before its effective date the Paying Agent will publish notice of the new rate in a financial newspaper customarily published each Business Day and generally circulated in the Borough of Manhattan in New York, New York.

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

(i) during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series,

(ii) that on the last day of each Commercial Paper Rate Period the Notes of such Series will be redeemed unless the owner waives such redemption and setting forth the manner of waiving such redemption, and

(iii) that no notice of any such redemption will be given to the Noteholder.

Section 2.04. Calculation of Interest Due on Notes. The Paying Agent will compute the amount of interest payable on the Notes from the rates supplied to the Paying Agent by the person setting them. The Remarketing Agent will notify the Paying Agent in writing or by telephone promptly confirmed by tested telex by 12:00 Noon, New York City time:

(1) on the first Business Day after a month in which interest on the Notes is payable at a Daily Rate, of the Daily Rate for each day in such month,

(2) on the last Tuesday in each month (or if such Tuesday is not a Business Day, on the next Business Day) in which a Weekly Rate was set in such month, of the Weekly Rate for each day in such month,

(3) on the first Business Day of each Commercial Paper Rate Period, of the length thereof and the Commercial Paper Rate, and

(4) on the first Business Day after a Determination Date, of the Fixed Rate set on that Determination Date.

Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Paying Agent, Comptroller and Bank orally at the oral request of any of them of any interest rate set by the Comptroller or the Remarketing Agent. The Comptroller will inform the Remarketing Agent of any interest rate set by the Comptroller. The Paying Agent will confirm the effective interest rate by telephone or in writing to any Noteholder who requests it in any manner.

The setting of the rates and the calculation of interest payable on the Notes as provided in this Indenture will be conclusive and binding on all parties.

Section 2.05. Tenders. (a) Any Noteholder of a Note bearing interest at a Daily Rate or at a Weekly Rate has the right, subject to the provisions of the second succeeding paragraph, to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any multiple thereof, for payment and to receive payment therefor, all as provided in the form of the Notes. In the absence of a validly designated Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

(b) The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 2.10 hereof. Such Notes shall not be remarketed unless the Paying Agent shall have received an Opinion of Bond Counsel stating that such remarketing will not adversely affect the exemption of interest on such Notes from federal income taxation.

(c) If an Event of Default, as defined in Section 6.01(a) hereof, has occurred and is continuing, and the Trustee has notified the Paying Agent that it has given Notice by mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 6.01(b) hereof, none of the Notes shall be subject to tender prior to the maturity thereof.

(d) Provided that sufficient funds are available on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which proper notice of tender has been given to the Paying Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after such date such Note, or such portion thereof, shall cease to bear interest and shall no longer be deemed to be outstanding hereunder. If (i) the Noteholder has not specified the number of the Note, or portion thereof, for which such notice of tender has been given, (ii) such Noteholder fails to tender such Note, or portion thereof, for which proper notice of tender has been given and (iii) such Noteholder is the owner of Notes of the Series regarding which such notice of tender has been given in excess of the amount for which such tender notice has been given, the Registrar in its absolute discretion is authorized to determine which of such Notes, or portions thereof, of such Series owned by such Noteholder shall be deemed tendered and no longer Outstanding. The Registrar shall give prompt telephonic, telex or telegraphic notice of such determination to such Noteholder, the Paying Agent and the Remarketing Agent; provided, however, that if such notice is by telephone such notice shall be promptly

confirmed in writing. Any such determination by the Registrar shall be conclusive and binding on the Paying Agent, Remarketing Agent and such Noteholder and his successors and assigns. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

Section 2.06. Form, Payment and Dating of Notes. (a) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit "A" hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, in the preparation of such new Note the Registrar shall insert the redemption date rather than the stated maturity date for such Note.

(b) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to "Bearer") in the denomination of \$100,000 or integral multiples thereof, except Notes of any Series bearing interest at a Fixed Rate which shall be in the denomination of \$5,000 or integral multiples thereof. Notes of each Series (i) shall be numbered from 1 consecutively upwards, (ii) shall contain an appropriate prefix to such numbers to identify such Series, and (iii) shall be of a different color than the color of the Notes for any other Series.

(c) The principal of Notes shall be payable to the Noteholders upon presentation and surrender of such Notes as they respectively become due at the Principal Office of the Paying Agent. Interest on Notes shall be paid to the Noteholders on the Interest Payment Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to the address of such Noteholder as it appears on the registration books maintained pursuant to Section 2.10 hereof. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 3.10 hereof as of the close of business on the Record Date; except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Noteholders in whose name any such Notes (or any Note or Notes issued upon transfer or exchange thereof) are registered at the close of business on the Business Day next preceding the date of payment of such defaulted interest.

(d) All Notes will be dated the date of their authentication.

(e) Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

Section 2.07. Execution of Notes. Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Mayor and the City Comptroller and attested by the facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the facsimile signatures of individuals who were at the time of the execution thereof the proper officers of

the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

Section 2.08. Delivery and Registration. No Note shall be entitled to any right or benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Exhibit "A" hereto, executed by the Registrar by manual signature, and such certificate upon any such Note shall be conclusive evidence, and the only evidence that such Note has been duly authenticated, registered and delivered.

Section 2.09. Lost, Destroyed, Improperly Cancelled or Undelivered Notes. If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and denomination and bearing a number not contemporaneously outstanding; providing that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity satisfactory to it. Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto, the Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses in connection with any transaction described in this Section 2.09 except for improper cancellation by the Registrar.

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

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

Section 2.10. Transfer, Registration and Exchange of Notes. The Registrar shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City and the Trustee. The Registrar shall use its best efforts to make all necessary provisions to permit the exchange

or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

The transfer of any Note shall be registered upon the books of the Registrar at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Noteholder or his duly authorized attorney and instructions to the Paying Agent as to the method of payment requested.

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

Notes, upon surrender thereof at the Principal Office of the Registrar may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination of the same Series and bearing interest pursuant to the same Interest Rate Determination Method as all other Notes of such Series.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Registrar shall authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Registrar may make a charge only in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for any Series of Notes, the Registrar shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any proposed redemption of Notes nor shall the Registrar be required to make any exchange or registration of transfer of any Notes called for redemption.

Upon each registration of transfer of a Note bearing interest at a Commercial Paper Rate, the Paying Agent shall give written notice to the transferee that (a) no notices of the length of any Commercial Paper Rate Period or the Commercial Paper Rate borne by his Note during such period will be given to the owner of the Note, but that such information may be obtained, upon request, from the Remarketing Agent and setting forth the manner that such information may be obtained, (b) any Note bearing interest at a Commercial Paper Rate will be redeemed on its Interest Payment Date unless the owner chooses to waive such redemption and setting forth the manner in which such redemption may be waived, and (c) that no notice of any such redemption will be given to the Noteholder.



Upon each registration of transfer while the Notes bear interest at a Commercial Paper Rate, or at any time the Paying Agent comes into possession of a Note bearing interest at a Commercial Paper Rate, the Paying Agent prior to any delivery of such Note to a Noteholder will attach, to the extent not already attached, and will make the appropriate insertions in, the schedule attached to the form of Note in Exhibit "A".

Section 2.11. Temporary Notes. Pending the preparation of definitive Notes, the City may execute and the Registrar shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any authorized denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Registrar upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.12. Cancellation of Notes. All Notes which shall have been surrendered to the Paying Agent for payment or redemption, and all Notes which shall have been surrendered to the Registrar for exchange or registration of transfer, shall be cancelled by the Registrar. The Registrar shall furnish to the City, the Trustee, the Paying Agent, the Bank and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

### *Article III.*

#### *Proceeds Of The Notes.*

Section 3.01. Proceeds of the Notes. The proceeds from the sale of the Notes shall be deposited with the City Treasurer and used as follows:

- (a) The proceeds of the Series 1988A Notes shall be used to finance the current cash requirements of the City.
- (b) The proceeds of the Series 1988B Notes shall be deposited in the funds of the City and in the amounts as follows:

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

and shall be used for the purpose of paying amounts appropriated for such respective funds for the year 1988.

(c) The proceeds from the sale of the Series 1988C Notes shall be deposited in the appropriate funds of the City and used for the purpose of acquiring capital equipment as provided for in subclause (iii) of Section 2.01(b) hereof.

#### *Article IV.*

##### *Redemption And Purchase In Lieu Of Redemption.*

Section 4.01. Redemption. (a) The Notes shall be subject to redemption at par and accrued interest, if any, prior to the maturity thereof, as follows:

(i) Each Series of Notes bearing interest at a Daily Rate or a Weekly Rate shall be subject to optional redemption by the City on the first day of each month, as a whole and pursuant to the procedures in Section 4.03 hereof.

(ii) Any Series of the Notes bearing interest at a Fixed Rate shall not be subject to optional redemption by the City.

(iii) All Notes (or if different Letters of Credit are issued in respect of separate Series of Notes, then all Notes of such Series) shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof.

(iv) The Notes are subject to redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes".

(v) The Series 1988C Notes shall be subject to mandatory redemption by the City, in part by lot, pursuant to the procedures in Section 4.03 hereof, in the amount of \$2,500,000 on October 31 of each of the years 1990 and 1991.

(b) In the event of the purchase by the City of less than all of the Series 1988C Notes for cancellation as provided in Section 4.02 hereof, the principal amount of such Series 1988C Notes to be paid at maturity in 1992 or required to be mandatorily redeemed shall be reduced in the inverse order of such payment at maturity or mandatory redemption, as the case may be.

Section 4.02. Purchase in Lieu of Redemption. The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to Section 2.05 hereof or to purchase any Note held in the Custody Account, upon notice to the Paying Agent and the Remarketing Agent given by irrevocable telephone, telex or telegraphic communication by the Comptroller not later than 2:00 P.M. on the Business Day preceding such day of purchase stating the principal amount and Series of Notes to be purchased; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing by the Comptroller.

Any Notes so purchased for cancellation shall be selected first from Notes on deposit in the Custody Account and thereafter from any Notes as such become available upon tender.

Section 4.03. Procedure for Redemption and Purchases in Lieu of Redemption. (a) In the event any of the Notes are called for redemption pursuant to subclauses (i) or (ii) of Section 4.01(a), and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, or when any of the Series 1988C Notes are to be mandatorily redeemed pursuant to subclause (v) of Section 4.01(a), the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) if less than all of the Notes are to be redeemed, specify the Series designation of the Notes so to be redeemed, and, if less than all of the Notes of any Series are to be redeemed, specify the particular Notes to be redeemed, identified by number, and the respective principal amounts of such Notes to be so redeemed, (iii) state any condition to such redemption, and (iv) state that on the redemption date, and upon the satisfaction of any such condition, the Notes to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by Mail to the Noteholders so affected at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by Mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or

not actually received by the addressee. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of Section 4.01(a) hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. Such notice may set forth additional information relating to such redemption. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (iii) of Section 4.01(a) of this Indenture, notice shall be given by Mail to the Noteholders not less than five (5) days nor more than ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by Mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(c) When Notes are called for redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes", and the Notes provide that they will be redeemed or purchased by the City, the City may direct the purchase of some of or all the Notes called for redemption if it gives a notice to the Paying Agent and the Bank by the day before the redemption date that it wishes the Notes to be purchased, the principal amount of which is specified in the notice. The Paying Agent will purchase Notes called for redemption pursuant to the paragraph in the Notes captioned, "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" unless otherwise instructed in writing by the City before the redemption date.

(d) Notes purchased pursuant to tenders as provided in the Notes or in lieu of redemption as provided in the foregoing section will be offered for sale by the Remarketing Agent as provided in this section except as follows:

( i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (iii) of Section 4.01(a) will be canceled.

(ii) Notes called for redemption under "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate" in the Notes may be remarketed before the redemption date only if the buyer receives a copy of the redemption notice.

(iii) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by Section 3.05(b) hereof is provided to the Paying Agent.

(iv) Notes will be offered for sale under this section during the continuance of an Event of Default or an event which with the passage of time or the giving of notice or both may become an Event of Default only in the sole discretion of the Remarketing Agent.

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

Section 4.04. No Partial Redemption of Notes After Default. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clauses (i), (ii) or (iii) of Section 6.01(a) hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

#### *Article V.*

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

Section 5.01. Creation of Note Fund. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1988, Note Fund". The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear. The Note Fund shall contain the following three accounts: the Series 1988A Notes Account; the Series 1988B Notes Account; and the Series 1988C Notes Account.

Section 5.02. Deposits into Note Fund. (a) The City shall deposit into the appropriate account within the Note Fund the moneys pledged under this Indenture to the reimbursement of the Bank for the payment of the Notes under the Letter of Credit or for the payment of the Series 1988A Notes when necessary, unless a levy has been made as provided in Section 5.07 hereof, in which case, as such moneys become available, and as to the Series 1988B and Series 1988C Notes as such moneys become available and in accordance with the provisions of the Reimbursement Agreement. As to the Series 1988A Notes, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1988A Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to Section 5.07 hereof. As to the Series 1988B Notes, [(i) if secured as provided in Section 5.08(a) hereof, such moneys

shall consist of that part of the proceeds of the collection of the taxes levied for the year 1988 pledged by the City pursuant to Section 508(a) hereof and (ii) if secured as provided in Section 5.08(b) hereof, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1988B Notes, which moneys shall include the proceeds of the collection of taxes levied, if any, pursuant to Section 5.08(b) hereof]. As to the Series 1988C Notes, such moneys shall consist of the proceeds of the collection of the taxes levied pursuant to Section \_\_\_\_ of Note Ordinance and other moneys of the City legally available therefor.

(b) The City may deposit lawfully available funds into any account of the Note Fund and may use lawfully available funds for the direct reimbursement of the Bank for the payment of Notes under the Letter of Credit or for direct payment to the Paying Agent for the payment of the principal of and interest on the Notes if the Bank fails to honor a proper draw on the Letter of Credit.

Section 5.03. Use of Moneys in the Note Fund. (a) Moneys deposited in the separate accounts within the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

(b) Any notification by the Bank to the Trustee in respect of prepayment of advances pursuant to the provisions of the Letter of Credit and Reimbursement Agreement shall constitute an authorized instruction to transfer funds to the Bank. If such notice is received by the Trustee prior to 2:00 P.M. the Trustee shall, to the extent sufficient funds are available in the appropriate account of the Note Fund, remit immediately available funds on such day to the Bank.

(c) Moneys on deposit in the Note Fund shall be used to pay principal, interest or a tender or redemption price directly to the Paying Agent only at such time as the Bank has failed to honor a proper draw under the Letter of Credit. In all other events, principal, interest and tender and redemption prices on the Notes shall be paid first from the proceeds of the Letter of Credit, and moneys on deposit in the Note Fund shall be used to reimburse the Bank pursuant to the terms of the Reimbursement Agreement.

(d) In no event shall the Trustee remit any funds in any of the three accounts within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw on the Letter of Credit for the payment of principal or interest on the Notes or for purchase of any Note which is not payable from the particular account within the Note Fund or remit any funds in any of the three accounts within the Note Fund to the Paying Agent for the purpose of paying principal or interest on the Notes or for the purchase of any Note which is not payable from the particular account within the Note Fund. Payments from such accounts shall be made only to and for purposes for which such accounts have been created and designated.

Section 5.04. Custody of Note Fund; Withdrawal of Moneys. (a) The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 4.03, 4.14 and 7.04 hereof.

Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the Reimbursement Agreement upon the direction of the Treasurer. The income from such investments shall be credited to the particular account within the Note Fund from which the investment was made.

(b) All moneys required to be deposited with or paid to the Trustee for deposit into the Note Fund under any provision hereof, all moneys withdrawn from the Note Fund or drawn under the Letter of Credit and held by the Trustee, and all investments held as a part of the Note Fund, shall be held by the Trustee, in trust for the benefit of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

Section 5.05. Letter Of Credit.

(a) The Paying Agent, acting independently of the City but on behalf of and for the benefit of the Noteholders, shall draw moneys under the Letter of Credit in accordance with the terms thereof to make timely payments of principal of the Notes required to be made whether upon stated maturity or upon redemption and interest on the Notes on any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to meet the requirements of Section 2.05 and Section 4.03 hereof.

On the date on which any Series of Notes bears interest at the Commercial Paper Rate, and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Commercial Paper Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Commercial Paper Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the maximum rate of interest on the Notes permitted by the Reimbursement Agreement.

On the first Business Day of each calendar month after any Series of Notes bears interest at a Fixed Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Fixed Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the rate of interest on the Notes.

In the event that any Series of Notes bears interest at the Commercial Paper Rate or at a Fixed Rate and the interest coverage under the Letter of Credit shall exceed interest coverage for 73 days computed at the maximum rate of interest borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall make draws under the Letter of Credit at the times permitted therein to pay accrued and unpaid interest on the Series of Notes bearing interest at such Commercial Paper Rate or Fixed Rate.

(c) The City may deliver to the Paying Agent an Alternate Letter of Credit provided that (i) the conditions precedent to such delivery as specified in the definition of Alternate Letter of Credit are satisfied; (ii) the City shall notify the Trustee, Paying Agent, Remarketing Agent, and Bank not less than 30 days prior to the delivery thereof of its intent to deliver an Alternate Letter of Credit; and (iii) the Paying Agent shall give notice by mail to Noteholders of the intended delivery of such Alternate Letter of Credit not less than 15 days prior to the delivery of such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and promptly surrender the previously held Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. If at any time there shall cease to be any Notes Outstanding hereunder, the Paying Agent shall promptly surrender the Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. The Paying Agent shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(d) Following the receipt by the Paying Agent and the Remarketing Agent of a Noteholder's notice of intention to tender a Note as provided in Section 2.05 hereof, the Paying Agent shall, not later than 11:45 A.M., on the day on which such Note is to be tendered as provided in such notice, draw on the Letter of Credit an amount sufficient to pay the principal of and accrued interest on such Note to be tendered or deemed tendered. No later than 1:00 P.M. on the day on which such Note is to be tendered as provided in such notice, the Remarketing Agent shall notify the Paying Agent of the principal amount of the Notes which have been remarketed. No later than 2:00 P.M. on such day the Remarketing Agent shall pick up and pay for the remarketed Notes in immediately available funds, which funds shall be held for the benefit of the Bank. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or purchased by the City pursuant to Section 4.02 hereof.

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice, such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to Section 4.02 hereof.

(f) So long as any of the Notes are Outstanding in accordance with the provisions hereof the City covenants to maintain the Letter of Credit in an amount sufficient to make timely payments of the principal of and interest on the Notes when due under the provisions hereof. The amount available to be paid under the Letter of Credit in respect of interest on the Notes shall be determined by the Comptroller and shall not exceed 215 days interest on



the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement.

Section 5.06. Creation of Service Fund. (a) Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Tender Notes, Series 1988, Service Fund" (the "Service Fund"). The Service Fund shall contain the following three accounts: the Series 1988A Notes Account, the Series 1988B Notes Account and the Series 1988C Notes Account. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 4.13 and 4.14 hereof.

(b) The Series 1988A Notes Account, the Series 1988B Notes Account and the Series 1988C Notes Account shall each contain a Letter of Credit Subaccount and a General Subaccount. All moneys obtained under the Letter of Credit shall be deposited in the Letter of Credit Subaccount of the appropriate account and all other moneys held in the Service Fund shall be deposited in the General Subaccount of the appropriate account.

(c) The Comptroller is hereby authorized to enter into such agreements with the Trustee providing for the further segregation of moneys held in the Service Fund or the Note Fund into additional subaccounts as may be necessary for carrying out the purposes of this Indenture.

(d) Pending the need for the funds in the Service Fund, the Paying Agent may invest such funds, at the direction of the Comptroller, in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall have maturities not in excess of thirty (30) days from the date of such investment. All amounts invested shall mature so as to insure timely payment on the Notes.

Section 5.07. Tax Levy for Reimbursement of the Bank for Drawings to Pay the Series 1988A Notes or for the Payment of the Series 1988A Notes. Unless the Comptroller shall certify to the Bank on or before December 1, 1988, that sufficient funds are legally available and will be used to reimburse the Bank on December 31, 1988 for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1988A Notes, or to pay the principal of and interest on Series 1988A Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before December 31, 1988, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before December 31, 1989 or to pay the principal of and interest on the Series 1988A Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy such taxes so levied shall be abated.

The City Treasurer is hereby ordered and directed to deposit the proceeds of such taxes, if levied and collected, into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.08. Security for the Series 1988B Notes. [Either (a) or (b) to be used depending on choice of security] (a) In the event that the Comptroller shall determine to secure the Series 1988B Notes in accordance with this Section 5.08(a), from the proceeds of taxes levied by the City for the year 1988 for the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund, the City Treasurer is hereby ordered and directed to deposit proceeds thereof into the Note Fund in an amount sufficient to reimburse the Bank in accordance with the terms of the Reimbursement Agreement or to pay the principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

(b) In the event that the Comptroller shall determine to secure the Series 1988B Notes in accordance with this Section 5.08(b), the Series 1988B Notes shall be payable from funds on hand of the City and lawfully available. Unless the Comptroller shall certify to the Bank on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1989, for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1988B Notes, or to pay the principal of and interest on the Series 1988B Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October 31, 1990, or to pay the principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1988B Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5.08(b) into the Series 1988B Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

(c) The City covenants that other than the Series 1988B Notes, it will make no further borrowings payable from the proceeds of the taxes levied for the purposes referred to in Section 5.08(a) hereof unless such borrowings are junior and subordinate in all respects to the City's obligation to reimburse the Bank for any draw under the Letter of Credit for the purpose of paying principal of and interest on the Series 1988B Notes or to pay principal of and interest on the Series 1988B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

Section 5.09. Levy of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1988C Notes or for the Payment of the Series 1988C Notes. For the purpose of providing the funds required to reimburse the Bank for the payment of drawings to pay the principal of and interest (calculated at 6% per annum) on the Series 1988C Notes promptly as the same become due at maturity, or to pay the principal and interest on the Series 1988C Notes if the Bank has failed to honor a proper draw on the Letter of Credit the City

has levied, pursuant to Section \_\_\_\_ of the Note Ordinance, a direct annual tax upon all taxable property in the City.

The City Treasurer is hereby ordered and directed to deposit the proceeds of such taxes so levied into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.10. Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note. (a) In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Reimbursement Agreement and the Letter of Credit Note as the same become due.

(b) The Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

(c) The City shall promptly cause to be paid its obligations under the Reimbursement Agreement and the Letter of Credit Note at the place, at the time and in the manner provided therein.

(d) In the event a payment is made in accordance with the Reimbursement Agreement as set forth above, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such payment.

Section 5.11. Notes Not Presented for Payment. (a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture or relating to said Notes.

(b) Any moneys which the Paying Agent shall segregate and hold in trust for the payment of the principal of or interest on any Note and which shall remain unclaimed for two years after such principal or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Paying Agent, be paid to the City. After the payment of such unclaimed moneys to the City, the Noteholder shall thereafter look only to the City for the payment thereof, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

Section 5.12. Payment to City. (a) Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

(b) Except as provided in Section 5.11(b) hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

(c) Any moneys remaining in any account of the Note Fund or held by the Trustee or the Paying Agent for a particular series of the Notes shall be paid to the City after the right or title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders of such series shall have been satisfied and discharged in accordance with the provisions hereof.

(d) The Trustee and the Paying Agent shall be entitled to rely upon notice from or confirmation by each individual entity that its interests have been satisfied in releasing such moneys.

#### *Article VI.*

##### *General Covenants Of City.*

Section 6.01. Performance of Covenants. The City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and the Remarketing Agreement, and in all proceedings pertaining thereto.

##### Section 6.02. Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the "Code"), or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further

agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all covenants, representations and assurances contained in a certificate or agreement regarding tax-exemption to be prepared by counsel approving the Notes; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to comply and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Article VII.*

*Events Of Default And Remedies.*

Section 7.01. Events of Default. (a) Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

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

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

(iii) a failure to pay the principal of and accrued interest on any validly tendered Note under the provisions of Section 3.05 hereof, to the holder thereof upon the same Business Day such Note is tendered;

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

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than 25% of the principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in the immediately preceding paragraph, the Trustee may, and at written request of Noteholders owning not less than 25% in principal amount of Notes then Outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Notes to

the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by mail to all Noteholders owning Outstanding Notes.

Section 7.02. Remedies. (a) Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Bank or Noteholders owning not less than 25% in principal amount of the Notes then Outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

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

(ii) bring suit upon the Notes; or

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

(b) In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 7.01(b) hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and shall assume all duties of the Paying Agent and Registrar.

Section 7.03. Rescission of Notice of Acceleration; Restoration to Former Position. (a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (iii) of Section 4.01(a) hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given by mail to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (iii) of Section 4.01(a) hereof has been reinstated to the amount covered by such Letter of Credit immediately preceding the giving of such notice by the Bank. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

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

Section 7.04. Noteholders' Right to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Noteholders owning a majority in principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting

all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture.

Section 7.05. Limitation on Noteholders' Right to Institute Proceedings. No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than 25% in principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 7.06. No Impairment of Right to Enforce Payment. Notwithstanding any other provision in this Indenture, the right of any Noteholder to receive payment of the principal of and interest on such Note, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 7.07. Proceedings by Trustee Without Possession of Notes. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceedings instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09. No Waiver of Remedies. No delay or omission of the Trustee, the Bank or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the

Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.10. Application of Moneys. Any moneys received by the Trustee, by any receiver or by any Noteholder pursuant to any right given or action taken under provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Paying Agent or the Registrar, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

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

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 7.10, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

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



Whenever moneys are to be applied pursuant to this Section 7.10, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.11. Severability of Remedies. It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

#### *Article VIII.*

##### *Appointment And Duties Of Various Parties.*

Section 8.01. Appointment of Trustee. The City hereby appoints (i) \_\_\_\_\_, as Trustee, and (ii) \_\_\_\_\_, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance of the Trustee and of the Paying Agent and Registrar shall be evidenced by their execution and delivery of this Indenture. The City and the Noteholders by their delivery and acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

Section 8.02. No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the Notes, save only the Registrar's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee or the Paying Agent and Registrar, and the Trustee and the Paying Agent and Registrar do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Section 8.03. Limitations on Liability. (a) The Trustee or Paying Agent or Registrar may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee or Paying Agent or Registrar shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever

in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

(b) The Registrar and the Paying Agent shall at all times have and perform only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Registrar or the Paying Agent. Neither the Registrar nor the Paying Agent nor any of their respective officers, employees, attorneys or agents shall be liable to the City, any Noteholder, the Remarketing Agent or the Bank for any action taken or omitted to be taken hereunder except for negligence or willful misconduct, provided that this sentence does not extend the duties established by, or limit the exculpatory effect of, any other provision of this ordinance, and provided further that the Paying Agent and Registrar shall not be liable for any error of judgment made in good faith by an officer of the Paying Agent and Registrar.

Section 8.04. Compensation, Expenses and Advances. (a) The Trustee, the Paying Agent and the Registrar under this Indenture shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of their negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Indenture shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this section, upon the moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 5.11 hereof.

(b) The Remarketing Agent shall be entitled to compensation and the reimbursement of expenses as provided in the Remarketing Agreement.

Section 8.05. Notice of Events of Default. (a) The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01(a) hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least 25% in principal amount of the Notes then Outstanding.

(b) The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clauses (i) and (ii) or, upon having notice thereof, (iii) of Section 7.01(a) hereof.

Section 8.06. Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve

hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any of such capacities by any such entity shall require the resignation of such entity from all of such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

Section 8.07. Good Faith Reliance. The Trustee, the Paying Agent and the Registrar in the absence of bad faith on their part, shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee, the Paying Agent and the Registrar shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

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

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

Section 8.08. Dealings in Notes and With City. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Notes issued hereunder for its own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

The City, acting through its Comptroller and Treasurer, may buy, sell, own and hold any of the Notes issued hereunder for its own account; provided, however, that such Notes may only be bought through the Remarketing Agent and provided further however, that such Notes may only be sold or remarketed if the City has received an Opinion of Bond Counsel stating that such sale or remarketing will not adversely affect the exemption of interest on the Notes from federal income taxation.

Section 8.09. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

Section 8.10. Removal of Trustee. The Trustee may be removed at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating a successor and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Section 8.11. Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Paying Agent, Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

Section 8.12. Qualifications of Successor Trustee. Every successor Trustee (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.13. Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor

Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 8.14. Acceptance of Trusts by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04(a) hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 8.15. Successor by Merger or Consolidation. Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.16. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under clause (iv) of Section 7.01(a) hereof, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least 25% in principal amount of the Notes then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

Section 8.17. Duties of the Trustee. The Trustee covenants and agrees:

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

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

Section 8.18. Resignation of Paying Agent and Registrar. The Paying Agent and Registrar may resign and be discharged of the duties created by this Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Paying Agent and Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent and Registrar. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 8.22 hereof.

Section 8.19. Removal of Paying Agent and Registrar. The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Section 8.20. Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Paying Agent and Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

Section 8.21. Qualifications of Successor Paying Agent and Registrar. Every successor Paying Agent and Registrar (a) shall be a commercial bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof and (ii) authorized by law to perform all the duties imposed upon it by this

Indenture and the laws of the State, and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.22. Judicial Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and the Registrar shall resign and no appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent and Registrar.

Section 8.23. Acceptance of Duties by Successor Paying Agent and Registrar. Any successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights, powers hereunder of such predecessor Paying Agent and Registrar and, subject to the provisions of Section 8.04(a) hereof, such predecessor Paying Agent and Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

Section 8.24. Successor by Merger or Consolidation. Any corporation into which any Paying Agent and Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.25. Duties of Paying Agent. The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

(a) to hold all sums held by it for the payment of the principal of or interest on Notes in trust for the benefit of the Noteholders until such sums shall be paid to such Noteholders or otherwise disposed of as herein provided;

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

(c) provide such information and reports to the Comptroller as shall be reasonably requested in writing by the Comptroller.

Section 8.26. Duties of Registrar. The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

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

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

Section 8.27. Payments by Paying Agent and Registrar. Any provision of this Indenture to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent and no provision of this Indenture shall require the Paying Agent and Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Section 8.28. Remarketing Agent. The City hereby appoints \_\_\_\_\_ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

Section 8.29. The Bank. The City hereby appoints \_\_\_\_\_ as the Bank, in its capacity as issuer of the Letter of Credit.

Section 8.30. Limitations upon Rights. Notwithstanding any other provision of this Indenture to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Indenture shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Indenture, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

*Article IX.*

*Amendment To This Indenture.*



Section 9.01. Limitations on Amendments of this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions hereof.

Section 9.02. Amendments Without Noteholder Consent. (a) The City may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to, and with written consent of, the Bank, the Trustee and the Paying Agent amend this Indenture as follows:

- (i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;
- (ii) to grant to or confer or impose upon the Trustee or the Paying Agent for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee or the Paying Agent without its consent;
- (iii) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;
- (iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;
- (v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;
- (vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i), (ii) or (iii) of Section 9.02(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee or the Paying Agent; and
- (viii) to provide any amendment necessary for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

(b) Before the City shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee and the Paying Agent an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the respective terms thereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal

income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

Section 9.03. Amendments With Noteholder Consent.

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

(b) If at any time the City shall propose to adopt any Supplemental Indenture for any of the purposes of this section, the Trustee shall cause the notice of the proposed Supplemental Indenture to be given by mail to all Noteholders owning Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Noteholders.

(c) Within two years after the date of the first mailing of such notice, the City, the Trustee and the Paying Agent may approve such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with its terms and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee or the Paying Agent from adopting, executing and delivering the same or from taking any action pursuant to the provisions thereof.

Section 9.04. Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Paying Agent, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Section 9.05. Consent of Bank Required. Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Indenture which affects any rights, powers, remedies, agreements or obligations of the Bank under this Indenture, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Ordinance shall be furnished to the Bank, Moody's and S.&P., by the Trustee.

*Article X.*

*Miscellaneous.*

Section 10.01. Parties in Interest. (a) Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

(b) The provisions of this Indenture shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

Section 10.02. Severability. In case any one or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 10.03. No Personal Liability of Officials of City. No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the

issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

Section 10.04. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 10.05. Governing Law. The laws of the State of Illinois shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Indenture shall be governed by, and construed in accordance with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

Section 10.06. Notices. (a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at \_\_\_\_\_, Chicago, Illinois \_\_\_\_\_, Attention: Corporate Trust Department; if to the Paying Agent, other than with respect to tenders, at the address designated to the City and, with respect to tenders, at such other or similar address as shall be designated to the City; if to the Registrar or the Remarketing Agent, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, telex or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination of the Letter of Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (c) of Section 5.05 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement (or the Custody Agreement executed in connection therewith), or the Remarketing Agreement which, in the opinion of the City, the Trustee or the Paying Agent, is deemed to be a material change, (vi) any replacement of the Remarketing Agent or (vii) any change in the interest rate determination method hereunder, directly to: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Municipal Department--Structured Finance Group, and to Standard and Poor's Corporation, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

Section 10.07. Business Days And Times.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business

Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

(b) All times for the making of any payment or the performance of any Act, as provided in this Indenture, shall mean the local time prevailing in the City of New York, New York.

Section 10.08. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be controlling. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Indenture.

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

City of Chicago, Illinois

(Seal)

\_\_\_\_\_  
Mayor

Attest:

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

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

(Seal)

\_\_\_\_\_  
\_\_\_\_\_  
Vice President

5/11/88

UNFINISHED BUSINESS

13475

Attest:

\_\_\_\_\_

\_\_\_\_\_  
as Paying Agent

(Seal)

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_

[Exhibits B and C attached to this agreement  
unavailable at time of printing.]

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

*Exhibit "A".*

*(Form Of Note).*

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

Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

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

B. Form Of Registered Note.

(Front Side)

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

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

United States Of America

State Of Illinois

City Of Chicago

General Obligation

Tender Note,

Series 1988\_\_\_\_

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

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

Registered Owner:

Principal Amount:

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

If an Event of Default (as defined in the Indenture) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by \_\_\_\_\_, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as provided in the Indenture.

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

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

No covenant or agreement contained in this Note or the Indenture shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the officials of the City, nor any official executing this Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under the Indenture or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the



execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

In Witness Whereof, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Mayor and City Comptroller and attested by the facsimile signature of the City Clerk.

(facsimile signature)  
Mayor, City of Chicago

(Seal)

(facsimile signature)  
City Comptroller, City of Chicago

Attest:

(facsimile signature)  
City Clerk, City of Chicago

Dated:

Certificate Of Authentication

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

\_\_\_\_\_, as Registrar

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

## (Form Of Note--Reverse Side)

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1988, of the City, consisting of Series 1988A, 1988B and 1988C (the "Notes"), issued under and pursuant to the Constitution and the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of \_\_\_\_\_ 1, 1988, between the City and the Trustee (the "Indenture"), for the purpose of providing funds to (i) finance current cash flow requirements of the City, (ii) anticipate the receipt of taxes levied for specific purposes by the City for the year 1988 and (iii) finance the acquisition of certain equipment for the City.

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

3. Source of Payments. The City has caused to be delivered to the Paying Agent an irrevocable letter of credit (the "Letter of Credit") of \_\_\_\_\_ (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Paying Agent shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Paying Agent to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase or purchased in lieu of redemption and not remarketed, plus (b) an amount equal to not less than seventy-two (72) nor more than two hundred fifteen (215) days' accrued interest on the outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Paying Agent of an Alternate Letter of Credit.

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

4. Interest Rate. Interest on this Note will be paid at a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Fixed Rate as selected by the City and in certain cases the Remarketing Agent (as hereinafter defined) and as determined in accordance with the Indenture. While there exists an Event of Default under the Indenture, the interest rate on the Notes will be the rate of six percent (6%) per annum. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the interest rate determination method from time to time. A change in the method will result in redemption of the Notes (see "Redemptions" below).

When interest is payable at a Daily, Weekly or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 in leap years), and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate of six percent (6%) per annum.

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

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Daily	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Weekly	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Commercial Paper	From 1 to 180 days as determined for each Note pursuant to the ordinance ("Commercial Paper Rate Period")	Last Day of applicable Commercial Paper Rate Period	Last Business Day before Interest Payment Date
Fixed	From any Interest Payment Date in such Fixed Rate Period or the first day of such Period through the next succeeding (i) June 30 or December 31 prior to maturity, (ii) December 30, at the time of maturity of Series 1988A Notes or (iii) October 30, at the time of maturity of the Series of 1988B Notes or the Series 1988C Notes	Next Day	(i) Prior to the maturity of any Series of Notes, the fifteenth day of the month (June or December) before the payment date and (ii) in connection with the maturity date of any Series of Notes, the fifteenth day of the month in which the maturity date occurs

"Business Day" is defined in the Indenture. Payment of defaulted interest will be made to holders of record on the fifth-to-last Business Day before payment.

6. Method of Payment. Holders must surrender Notes to the Paying Agent or the Remarketing Agent, as the case may be, to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the registered holder hereof as of the Record Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to such holder's registered address. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Notes is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the Paying Agent to purchase a Note at its holder's option under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (see addresses below) by 10:30 A.M., New York City time, on a Business Day, stating the principal amount and Series of the Note and the date (which may be the date the notice is delivered) the Note is to be purchased, and

(b) the Note to the Remarketing Agent (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below).

Weekly Rate Tender. When interest on the Notes is payable at a Weekly Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (addresses below) on a Business Day stating the principal amount and Series of the Note and the date, which must be a Business Day at least seven days after the notice is delivered, on which the Note is to be purchased, and

(b) the Note to the Paying Agent by 10:00 A.M., New York City time, on the date of purchase (see additional requirements below).

Payment of Purchase Price. The purchase price for a Note tendered to the Paying Agent will be paid in immediately available funds by the close of business on the date of purchase.

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

Notices to  
Remarketing Agent

Notes and Notices  
to Paying Agent

Notes to  
Remarketing Agent

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses. All tendered Notes must be accompanied by an instrument of transfer satisfactory to the Paying Agent or Remarketing Agent, executed in blank by the registered owner with the signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange.

**No Tenders During Default.** No Notes may be tendered during the existence of an Event of Default if the Trustee has notified the Paying Agent that it has given notice by Mail to the Noteholders of a declaration that all the Notes are due and payable.

**8. Redemptions.** As provided below, the City has the right to purchase Notes in lieu of certain redemptions. By Acceptance Of This Note, The Owner Agrees To Sell And Surrender This Note, Properly Endorsed, To The City In Lieu Of Redemption Under The Conditions Described Below. All redemptions and purchases in lieu of redemption will be made in funds immediately available on the redemption or purchase date and will be at a redemption or purchase price of 100% of the principal amount of the Notes being redeemed or purchased plus interest accrued to the redemption or purchase date, except that interest accruing at a Daily or Weekly Rate will be paid on the Interest Payment Date following the redemption or purchase date. Notes tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender. No purchase of Notes by the City or advance use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Notes.

**Optional Redemption During Daily, Weekly or Commercial Paper Rate Period.** When interest on the Notes is payable at a Daily or Weekly Rate, the Notes may be redeemed in whole at the option of the City on the first day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period but are subject to mandatory redemption during any such Period as provided in the second succeeding paragraph.

**Mandatory Redemption at Beginning of Fixed Rate Period.** When the Notes are to bear interest at a Fixed Rate, the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of the Fixed Rate. Noteholders may waive this redemption as provided below.

**Mandatory Redemption on Each Interest Payment Date During Commercial Paper Rate Period.** When Notes bear interest at a Commercial Paper Rate, each Note will be redeemed or purchased by the City in lieu of redemption on the Interest Payment Date of such Note. If Notes are scheduled to be redeemed under the following paragraph, the Notes will be called under, and redemption will be governed by, that paragraph and not this paragraph. Noteholders may waive this provision as provided below.

**Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes.** On the effective date of the change in the method of determining the interest rate on the Notes (the four methods being Daily, Weekly, Commercial Paper or Fixed Rates) the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of such change. Owners of Notes may waive this redemption as provided below.

**Waiver of Redemption.** To waive redemption pursuant to one of the foregoing three paragraphs, Noteholders must deliver the Notes with respect to which such waiver is made to the Paying Agent at its address under "Tenders" above by the sixth-to-last Business Day before the redemption date (or on the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days) accompanied by an instrument executed by the owner (1) directing the City and the Paying Agent not to redeem such Notes (or the portion thereof specified therein), (2) agreeing not to sell such Notes or portion thereof prior to the redemption date, (3) agreeing not to exercise any tender applicable to such Notes prior to the redemption date, (4) acknowledging that such waiver is irrevocable and (5) when applicable, acknowledging that a current right to tender the Notes will not be available after the redemption date.

If the Notes are being redeemed due to a change in the method of determining interest to a Commercial Paper Rate:

(1) the waiver must also direct the City and the Paying Agent not to redeem such Notes for any subsequent Commercial Paper Rate Period established between the date of such waiver and the effective date of the change, and

(2) if the Remarketing Agent notifies the Paying Agent that the Notes are to be sold on the condition that the Noteholder designates an agent to hold such Notes on the owner's behalf for as long as the Notes bear interest at a Commercial Paper Rate, then the waiver must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any waiver of redemption shall be irrevocable and any right to tender such Note shall not be exercisable by the owner once the waiver has been given. A waiver shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. Also the failure by the owner timely to waive any redemption shall be binding on any subsequent owner of such Note or any Note delivered in substitution therefor.

Notwithstanding the foregoing, no waiver may be made with respect to any Note if the City has directed (or the Indenture requires) that such Note be redeemed and canceled.

Any Note received by the Paying Agent pursuant to a waiver shall be held in safekeeping for its owner and shall be returned to such owner (or his agent) on the redemption date.

Scheduled Mandatory Redemption of Series 1988C Notes. Series 1988C Notes are subject to mandatory redemption in the amount of \$ \_\_\_\_\_ on October 31 of each of the years 1990 and 1991, as provided in the Indenture, the particular Notes in \$100,000 or \$5,000, as the case may be, units of Notes to be selected by the Registrar.

No Optional Redemption During Fixed Rate Period. When the interest on the Notes is payable at a Fixed Rate, the Notes are not subject to redemption at the option of the City.

Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement.

Notice of Redemption. At least 30 days before each optional or scheduled mandatory redemption described in Section 8 hereof, the Trustee will mail a notice of redemption by first-class mail to each Noteholder at the holder's registered address. Notice of other redemptions shall be given as provided in the Indenture. Failure to give any required notice of redemption as to any particular Notes will not affect the validity of the call for redemption of any Notes in respect of which no failure occurs. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is required and given, and when Notes are to be redeemed without notice, Notes called for redemption become due and payable on the redemption date at the applicable redemption price, subject to the City's right to purchase Notes as provided above; in such case when funds are deposited with the Paying Agent sufficient for redemption or for purchase, interest on the Notes to be redeemed or purchased ceases to accrue as of the date of redemption or purchase.

9. Denominations; Transfer; Exchange. The Notes are in registered form without coupons in denominations of \$100,000 or any integral multiple of \$100,000, except that when interest is payable at a Fixed Rate, Notes may be in denominations of \$5,000 or integral multiples of \$5,000. A holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Notes may be exchanged at the principal office of the Registrar upon the terms set forth in the Indenture.

10. **Persons Deemed Owners.** The registered holder of this Note may be treated as the owner of it for all purposes.

11. **Unclaimed Money.** If money for the payment of principal, interest or purchase price remains unclaimed for two years, the Paying Agent will pay the money to or for the account of the City. After that, holders entitled to the money must look only to the City and not to the Paying Agent or the Issuer of the Letter of Credit for payment unless an abandoned property law designates another person.

12. **Amendment and Supplement, Waiver.** Subject to certain exceptions, the ordinance may be amended or supplemented, with the consent of the holders of 60% in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City may amend or supplement the Indenture as described in the Indenture, to cure any ambiguity, omission, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. **Defaults and Remedies.** The Indenture provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee, may, and at the written request of the holders of at least 25% in principal amount of the Notes, shall declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the ordinance or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. **No Recourse Against Others.** A member, director, officer or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the ordinance or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

15. **Authentication.** This Note shall not be valid until the Registrar signs the certificate of authentication on the other side of this Note.

16. **Abbreviations.** Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).



## [Form Of Assignment]

I or we assign and transfer to  
Insert social security or other  
identifying number of assignee

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

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

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

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

this Note and irrevocably appoint \_\_\_\_\_

agent to transfer this Note on the books of the City. The agent may substitute another to act for him.

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

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

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

[Form Of Schedule To Be Attached To Notes Only When  
Notes Bear Interest At Commercial Paper Rate]

Commercial Paper Rates And Periods.

5/11/88

## UNFINISHED BUSINESS

13487

Beginning of Commercial Rate Period	End of Commercial Paper Rate Period (Mandatory Redemption Date)	Current Commercial Paper Rate	Signature of Paying Agent
_____:	_____:	_____:	_____:
_____:	_____:	_____:	_____:
_____:	_____:	_____:	_____:
_____:	_____:	_____:	_____:

*Exhibit "B".*

The language in brackets shall be struck and the language in italics shall be added as follows:\*

Note Redemption and Interest Fund  
Series of 1980-504

	Amounts to be levied in [1987]1988 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes		
2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1980	-0-	-0-

\* Originally published as pages 8597 through 8599 of the Journal of Proceedings on December 16, 1987.

Note Redemption and Interest Fund  
Series of 1980-A-506

	Amounts to be levied in [1987]1988 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes		
2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1980A	<u>-0-</u>	<u>-0-</u>

Bond Redemption and Interest  
Fund - 508

	Amounts to be levied in [1987]1988 for the payment of bonds and interest on bonds:		
2005.0961	For interest on bonds		
2005.0962	For payment on bonds		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund	<u>\$269,000</u>	<u>\$269,000</u>

Code	Amounts Appropriated	Amounts Levied
------	-------------------------	-------------------

Note Redemption and  
Interest Fund Series of  
1984-C, 1985-C, 1986-C  
and 1987-C - 509

5/11/88

## UNFINISHED BUSINESS

13489

Code		Amounts Appropriated	Amounts Levied
	Amounts to be levied in [1986]1988 for the payment of notes and interest on notes:		
2005.0961	For payment of term notes		
2005.0962	For payment of interest on term notes		
	Total for principal and interest		
2020.0960	For loss in collection of taxes		
	Total from Note Redemption and Interest Fund - 1984-C, 1985-C 1986-C and 1987-C	<u>\$30,921,000</u>	<u>\$30,921,000</u>

Bond Redemption and Interest  
Fund - 510

Amounts appropriated in  
[1987]1988 for the payment  
of bonds and interest on  
bonds:

For payment of bonds:

Community Improvement  
and Development -- 1975  
Electric Street Lighting  
Installation and Improvement  
-- 1976  
Emergency Communication/  
Dispatch System -- 1977  
Fire Department Apparatus  
-- 1976  
General Obligations, Series  
of April -- 1981  
General Obligation Project  
Bond -- 1985  
Refunding Series -- 1985  
911 Universal Emergency  
Service System -- 1976  
O'Hare Rapid Transit  
Extension -- 1977

Code		Amounts Appropriated	Amounts Levied
	Police Department Equipment		
	-- 1977		
	Refuse Disposal Facilities		
	Improvement -- 1976		
	Sewer -- 1973		
	Sewer -- 1977		
	Solid Waste Processing		
	Plant -- 1973		
	Streets and Sanitation		
	Department Equipment		
	-- 1977		
2005.0912	Total for payment of bonds		
2005.0902	For interest on bonds		
	 Total for specific purpose		
	-- financial		
2020.0960	For loss in collection of		
	taxes		
	Total from Bond Redemption		
	and Interest Fund	<u>\$81,501,000</u>	<u>\$79,268,000</u>
	 Note Redemption and Interest		
	Fund - 512		
	 Amounts to be levied in		
	[1987]1988 for the payment		
	of notes		
2005.0961	For payment of term notes		
2020.0960	For loss in collection of		
	taxes		
	Total from Note		
	Redemption and Interest		
	Fund [Series of 1987]	<u>\$146,564,823</u>	<u>\$146,564,823</u>

*Rules Suspended* -- REQUEST FOR REMOVAL OF CERTAIN  
PAINTING OF LATE MAYOR HAROLD WASHINGTON  
FROM ART INSTITUTE OF CHICAGO.

Alderman Shaw moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to present a proposed resolution requesting the removal of a certain painting of the late Mayor Harold Washington from the Art Institute of Chicago. The motion *Prevailed* by a viva voce vote.

The following is said proposed resolution:

WHEREAS, The City Council of the City of Chicago do hereby request that the painting of the late Mayor Harold Washington (in female underwear) be removed from the Art Institute immediately; and

WHEREAS, This painting is a disgrace to the Mayor of the City of Chicago, all citizens of the City of Chicago, and the family of the late Mayor Harold Washington; and

WHEREAS, All monies and contributions given by the City be withheld until said painting of the likeness of the late Mayor Harold Washington be removed; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, in the meeting assembled this 11th day of May, 1988 request that said painting be removed immediately.

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

Thereupon, on motion of Alderman Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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REGULAR ORDER OF BUSINESS RESUMED.

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 April 27, 1988, pages 12763 through 12791, 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, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

*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. 3-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 3-J in the area bounded by

a line 115 feet west of and parallel to North Hamlin Avenue; the alley next south of and parallel to West Division Street; a line 145 feet west of and parallel to North Hamlin Avenue; West Division Street,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 3-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by reclassifying as a B2-1 instead of an R3 the area shown on Map No. 3-J bounded by

North Homan Avenue; a line 50 feet west of and parallel to North Homan Avenue; the alley next north of and parallel to West Evergreen Avenue; and a line 36 feet south of and parallel to the alley north of and parallel to West Evergreen Avenue.

SECTION 2. This ordinance shall be in full effect from the date of its passage.

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*Reclassification Of Area Shown On Map No. 4-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing and M2-4 General Manufacturing District symbols and indications as shown on Map No. 4-F in the area bounded by

West 12th Street; South Canal Street; West 15th Street; the alley next west of and parallel to South Canal Street; a line 110.88 feet south of and parallel to the north line of West 15th Street if extended; South Union Street; West 15th Street; South Clinton Street; the alley next south of and parallel to West 14th Place; a line 350 feet east of and parallel to South Jefferson Street; West 14th Place; South Clinton Street,

to those of a C2-5 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the C2-5 General Commercial District symbols and indications as shown on Map No. 4-F in the area bounded by

West 12th Street; South Canal Street; West 15th Street; the alley next west of and parallel to South Canal Street; a line 110.88 feet south of and parallel to the north line of West 15th Street if extended; South Union Street; West 15th Street; South Clinton



Street; the alley next south of and parallel to West 14th Place: a line 350 feet east of and parallel to South Jefferson Street: West 14th Place: South Clinton Street,

to the designation of a Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Commercial Planned Development.*

*Statements.*

1. The area delineated herein as a "Commercial Planned Development" is owned by Canadian Pacific Limited, a Canadian corporation. The applicant, John L. Marks, is the contract purchaser of said property.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development, subject to the review of the Department of Public Works and the approval of the Department of Planning.
3. All applicant official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees.
4. Any dedication or vacation of streets and alleys, or easements, or adjustments of right of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works 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. The following uses shall be permitted within the area delineated herein as Commercial Planned Development: General merchandise uses, retail drug stores,

food stores, department stores, restaurants and service type business uses, parking and related uses (related uses as permitted in the C2 General Commercial District), storage, warehousing and wholesale establishments, and shall consist of two (2) phases as detailed in the Use and Bulk Regulations and Data table herewith attached.

7. Accessory buildings or structures may be constructed in the Commercial Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings, subject to the approval of the Department of Planning.
8. Commercial establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 2.0.
9. Identification signs may be permitted within the area delineated herein as Commercial Planned Development, subject to the review and approval of the Department of Buildings and the Department of Planning.
10. The height restriction of any building or any appurtenance attached hereto shall be subject to:
  - a. height limitations as certified on Form F.A.A.-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
  - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
11. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Commercial Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- a. Property line map and right of way adjustments;
- b. Existing zoning and preferential street system map;
- c. Generalized Land Use Plan; and
- d. Planned Development Use and Bulk Regulations and Data Chart.

12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to the Planned Developments", as promulgated by the Commissioner of Planning.
13. Applicant shall have the right to use the existing viaducts and bridges and the air rights thereover, constructed over South Union Street, South Jefferson Street, West 14th Place, West 14th Street and West Maxwell Street and connecting the subject property, for any use permitted under the terms of this Commercial Planned Development. No permanent structure shall be permitted on the air rights over the existing viaducts.

[Exhibits A, B, C and Use and Bulk Regulations and Data Chart  
attached to this Plan of Development printed on  
pages 13497 through 13501 of this  
Journal.]

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*Reclassification Of Area Shown On Map No. 4-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-H in area bounded by

a line 25 feet north of and parallel to West 21st Place; South Ashland Avenue; West 21st Place; and the alley next west of and parallel to South Ashland 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. 5-F.*

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

(Continued on page 13502)

5/11/88

UNFINISHED BUSINESS

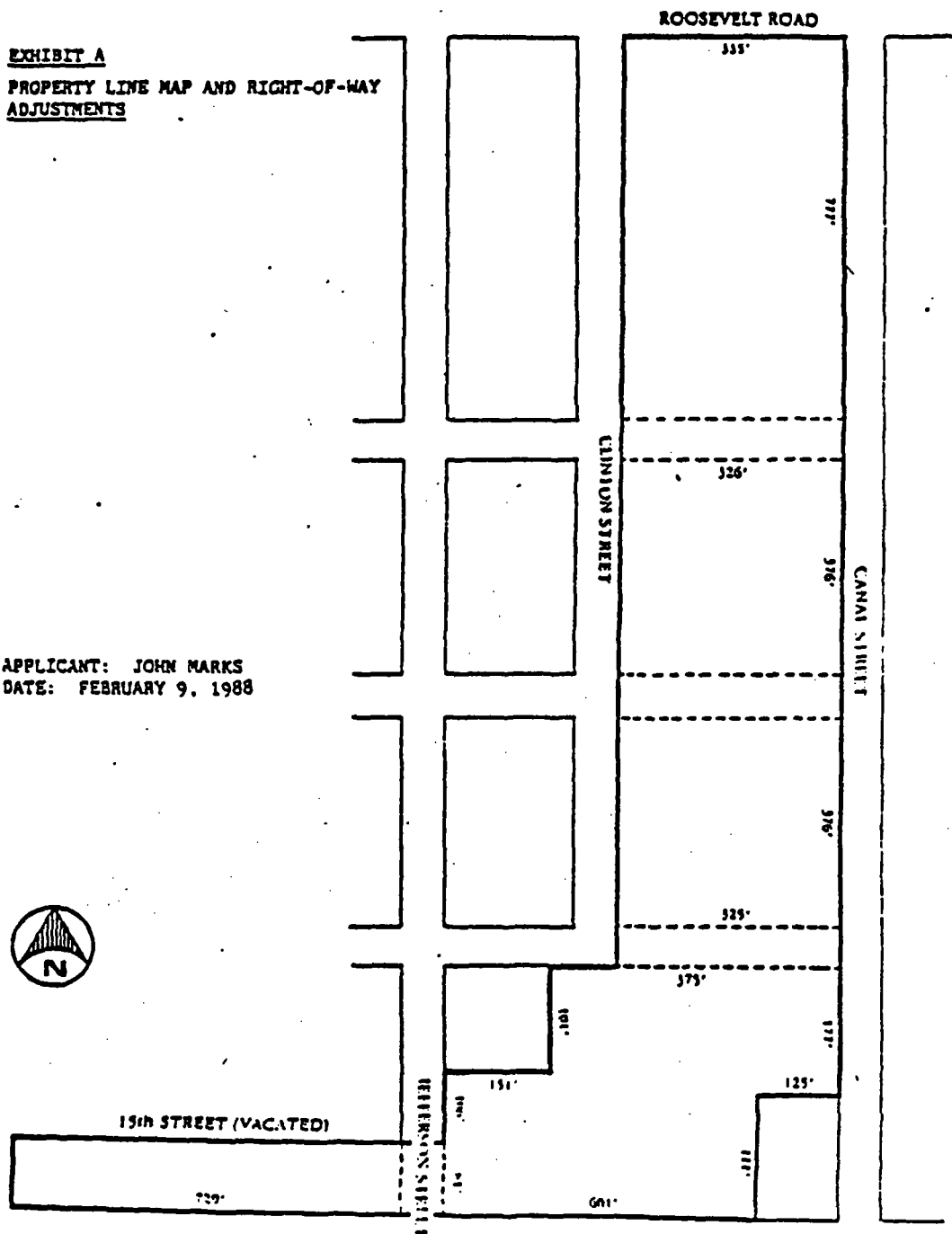
13497

BUSINESS PLANNED DEVELOPMENT NUMBER \_\_\_\_\_

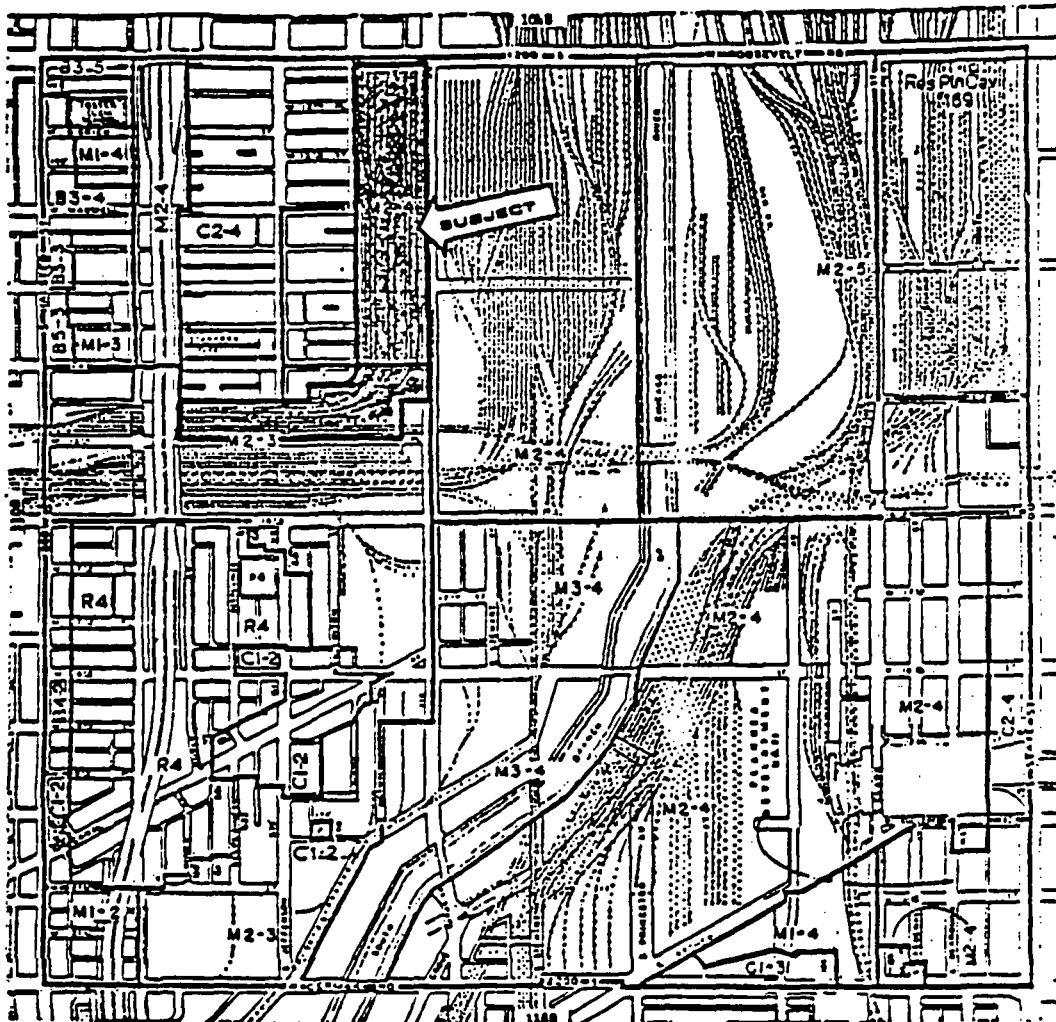
EXHIBIT A

PROPERTY LINE MAP AND RIGHT-OF-WAY  
ADJUSTMENTS

APPLICANT: JOHN MARKS  
DATE: FEBRUARY 9, 1988



BUSINESS PLANNED DEVELOPMENT NUMBER \_\_\_\_\_

EXHIBIT BEXISTING ZONING AND PREFERENTIAL  
STREET SYSTEM MAPRESIDENCE DISTRICTS

- R1 SINGLE-FAMILY RESIDENCE DISTRICT
- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT
- R7 GENERAL RESIDENCE DISTRICT
- R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-8 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

AS  
AMENDED  
5-04-83

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-1 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICTS

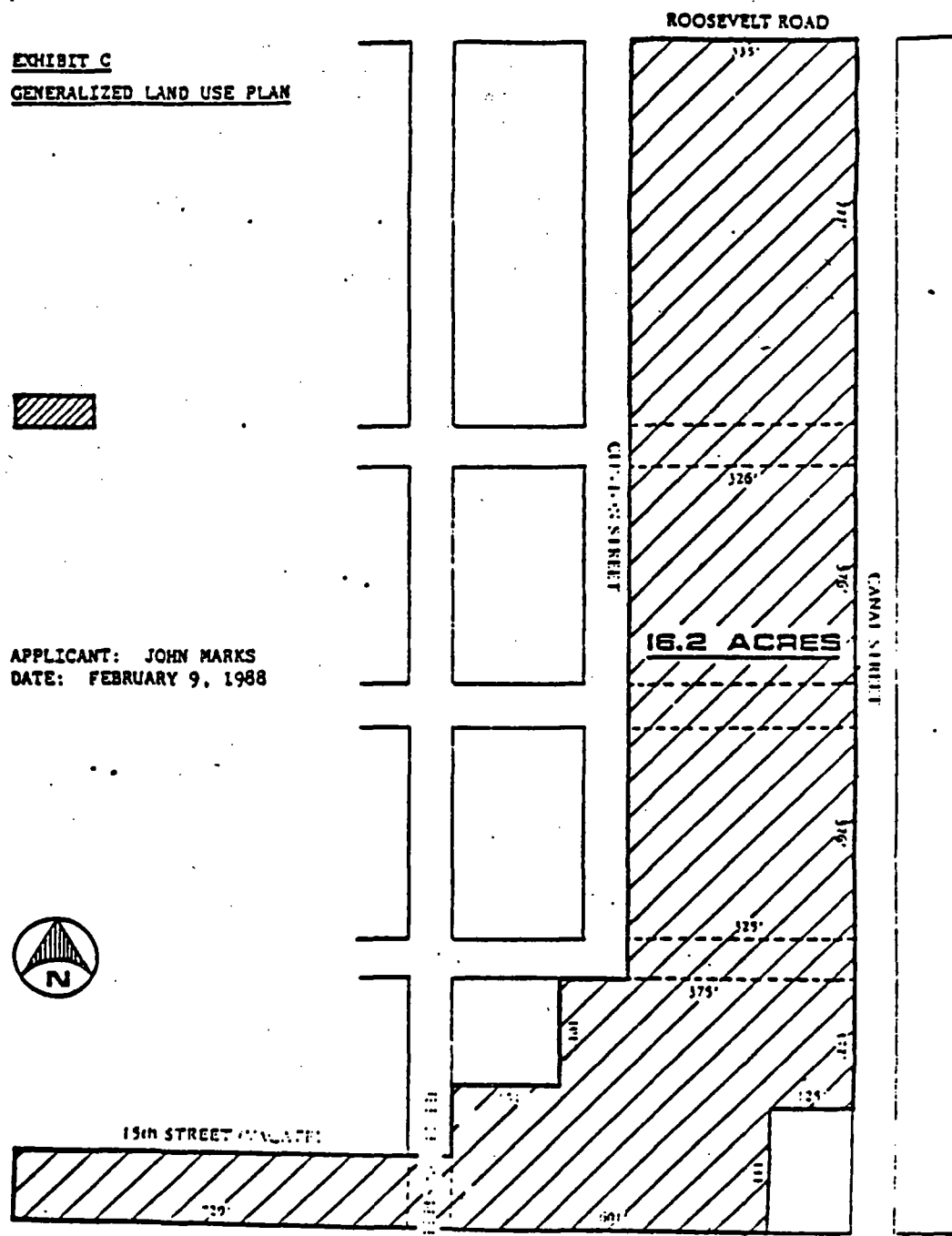
FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 4  
 FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 4  
 FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 4  
 FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 4



BUSINESS PLANNED DEVELOPMENT NUMBER \_\_\_\_\_

**EXHIBIT C****GENERALIZED LAND USE PLAN**

APPLICANT: JOHN MARKS  
DATE: FEBRUARY 9, 1988



*Commercial Planned Development.**Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	Floor Area Ratio	Percent Land Coverage
Sq. Ft.	Acres	[General merchandise uses, retail drug stores, food stores, department stores, restaurants and service type business uses, parking and related uses (related uses as permitted in the C2 General Commercial District), storage, warehousing and wholesale establishment.]	2.0	100%
705,560	16.19			

Net Site Area		Public Right-Of-Way		Gross Site Area
705,560 Sq. Ft. (16.19 acres)	+	93,352 Sq. Ft. (2.14 acres)	=	798,912 Sq. Ft. (18.34 acres)

Phase I of the project will consist of up to 125,000 sq. ft. of retail/office uses and up to 580,000 sq. ft. of space devoted to wholesaling and warehousing uses. Phase II of the project will consist of an additional 75,000 sq. ft. of retail/office uses and up to an additional 630,560 sq. ft. of wholesaling and warehousing uses.

All development of the Phase II square footage will be subject to the review and approval of the Commissioner of Planning, which shall include an additional analysis of traffic and parking demand.

Minimum Off-Street Loading Spaces: 15

Minimum Off-Street Parking Spaces: 500

Minimum Required Setbacks: 0 along all property lines.



(Continued from page 13496)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 5-F in the area bounded by

West Fullerton Parkway; a line 115 feet east of North Clark Street; the alley next south of and parallel to West Fullerton Parkway; the alley next west of and parallel to North Commonwealth Avenue; a line 278 feet south of West Fullerton Parkway; a line 222 feet west of North Commonwealth Avenue; a line 223 feet north of West Belden Avenue; a line 130 feet west of North Commonwealth Avenue; West Belden Avenue; North Sedgwick Street; North Clark Street; West Webster Avenue; North Sedgwick Street; West Grant Place; the alley next west of North Clark Street; West Belden Avenue; the alley next west of North Clark Street; a line from a point 328 feet north of West Belden Avenue as measured along the east line of the alley next west of North Clark Street, to a point 315 feet north of West Belden Avenue and 200 feet east of North Cleveland Avenue; a line from a point 315 feet north of West Belden Avenue and 200 feet east of North Cleveland Avenue, to a point 125.2 feet east of North Cleveland Avenue and 120.8 feet south of West Fullerton Parkway; a line 120.8 feet south of West Fullerton Parkway; and a line 135 feet east of North Cleveland Avenue,

to those of a B3-3 General Retail District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 7-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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-H in area bounded by

the alley next north of and parallel to West Diversey Parkway; a line 251 feet 3 inches east of and parallel to North Paulina Avenue; West Diversey Parkway; a line 151 feet 3 inches east of and parallel to North Paulina 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. 11-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 B4-4 Restricted Service District symbols and indications as shown on Map No. 11-G in area bounded by

West Leland Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 60 feet south of and parallel to West Leland Avenue; North Kenmore 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. 11-N.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 11-N in the area bounded by

West Montrose Avenue; North Narragansett Avenue; a line 1,624.66 feet north of the center line of West Irving Park Road; the north line of the existing paved road as delineated on the appended legal description; and a line extended through a point 2,080.00 feet north of the center line of West Irving Park Road and 988 feet west of the center line of North Narragansett Avenue, and a point 33 feet south of the center line of West Montrose Avenue and 1,139.14 feet west of the center line of North Narragansett Avenue,

to the designation of an Institutional 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:

*Institutional Planned Development No. \_\_\_\_\_*

*Plan Of Development.*

*Statements.*

1. The area delineated herein as "Institutional Planned Development" is owned and controlled by the Public Building Commission of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
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 Public Building Commission of Chicago and approval by the City Council. Right-of-way to be dedicated upon dedication of the proposed service road linking Irving Park Road and West Montrose Avenue. Said service road shall be dedicated upon development of the industrial area located south of the campus.
4. All applicable official reviews, approvals, or permits are required to be obtained by the Public Building Commission or its successors.
5. Service drives or any other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works 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 permitted within such paved areas. C.T.A. end-of-line layover service will be extended and relocated from Irving Park Road and Neenah Avenue to an on-site area adjacent to the Narragansett entrance to the campus.

6. Use of land will consist of academic and related uses as authorized by this Plan of Development. Earth station receiving dishes are expressly permitted. A comprehensive landscaping plan will be submitted for the site and shall be subject to the review and approval of the Commissioner of Planning.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning and the Department of Inspectional Services.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Exhibit "2" and maps attached to this Plan of Development printed  
on pages 13508 through 13511 of this Journal.]

Use and Bulk Regulations and Data and Exhibit "1" attached to this Plan of Development read as follows:

*Institutional Planned Development No. \_\_\_\_\_.*

*Use And Bulk Regulations And Data.*

Net Site Area <u>Sq. Ft.</u> Acres	Generalized Description Of Land Use	Floor Area Ratio	Percent Of Site Coverage
<u>903.755*</u> 20.75	City College and related uses, recreational uses, and off-street parking.	0.75	35

Gross Site Area = Net Site Area of 20.75 acres + Area  
in Public Right-of-Way of 2.80 acres = 23.55 acres.

Maximum Floor Area Ratio: 0.75

Maximum Percent Site Coverage:	35%
Off-Street Loading:	Per R4 requirements
Off-Street Parking:	
Minimum:	600
Estimated Actual:	950 +

Minimum Periphery Building Setbacks:

Montrose Avenue.....	40 feet
Narragansett Avenue.....	40 feet
Other Property Lines.....	20 feet

Note: Existing Assembly building to remain; setbacks may be adjusted by the Department of Planning within the maximum percent of site coverage.

- \* Net Site Area includes the land to be dedicated for a public street. See Property Line Map attached and made part of the Planned Development.

*Exhibit "1"*

Excepting therefrom, the following described property: From the aforesaid point of beginning for the above described tract of land; thence South 89 degrees 48 minutes 44 seconds west to a point on a line drawn 63.00 feet west of and parallel with the East line of said Southeast Quarter; thence North 0 degrees 11 minutes 16 seconds west along said line 63.00 feet west of and parallel with the east line of said Southeast Quarter to a point on said line being 103.00 feet southerly of the north line of said Southeast Quarter; thence northwesterly to a point on a line drawn 53.00 feet south of and parallel with the north line of said Southeast Quarter, said point being 113.00 feet west of the east line of said Southeast Quarter; thence South 89 degrees 51 minutes 12 seconds west along said line 53.00 feet south of and parallel with the north line of said Southeast Quarter to the westerly line of the aforescribed tract of land to be conveyed; thence North 12 degrees 30 minutes 53 seconds west to a point on a line drawn 33.00 feet south of and parallel with the north line of the aforesaid Southeast Quarter, said point being 1,106.14 feet (as measured along said parallel line) west of the point on a line 33.00 feet west of and parallel with the east line of the aforesaid Southeast Quarter; thence North 89 degrees 51 minutes 12 seconds east, 1,106.14 feet along said line 33.00 feet south of and parallel with the north line of said Southeast Quarter to the point on said line 33.00 feet west of and parallel with the east line of the aforesaid Southeast Quarter; thence South 0 degrees 11 minutes 16

seconds east 1,002.40 feet along said line 33 feet west of and parallel with the east line of said Southeast Quarter to the hereinabove designated point of beginning.

---

*Reclassification Of Area Shown On Map No. 12-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 District symbols and indications as shown on Map No. 12-J in the area bounded by

the alley next north of and parallel to South Archer Avenue; a line 37 feet east of and parallel to South Avers Avenue as measured along the north line of South Archer Avenue; South Archer Avenue; and South Avers Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

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*Reclassification Of Area Shown On Map No. 12-L.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-L in area bounded by

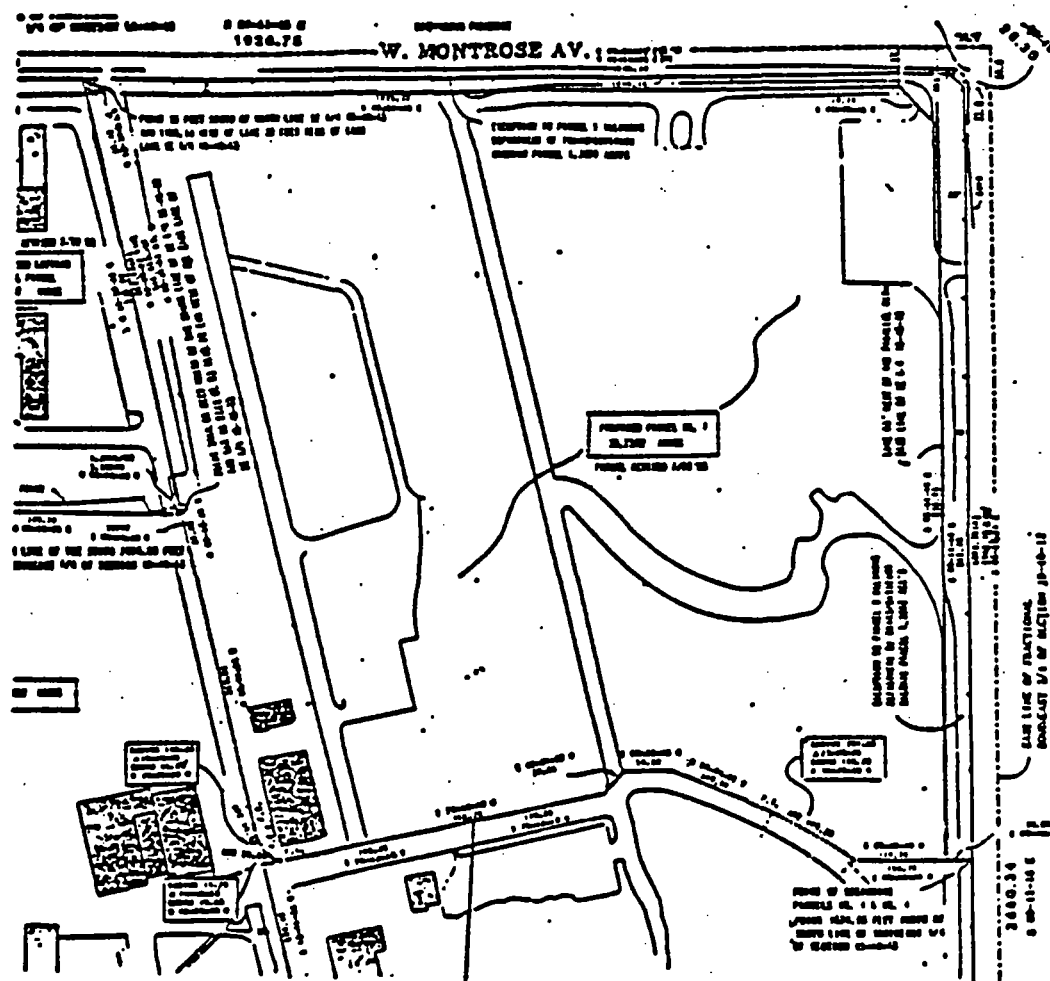
West 53rd Place; a line 351 feet west of and parallel to South Lockwood Avenue; a line 131.20 feet south of and parallel to West 53rd Place; a line 451 feet west of and parallel to South Lockwood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

(Continued on page 13512)

## Exhibit 2

## Plat of Survey

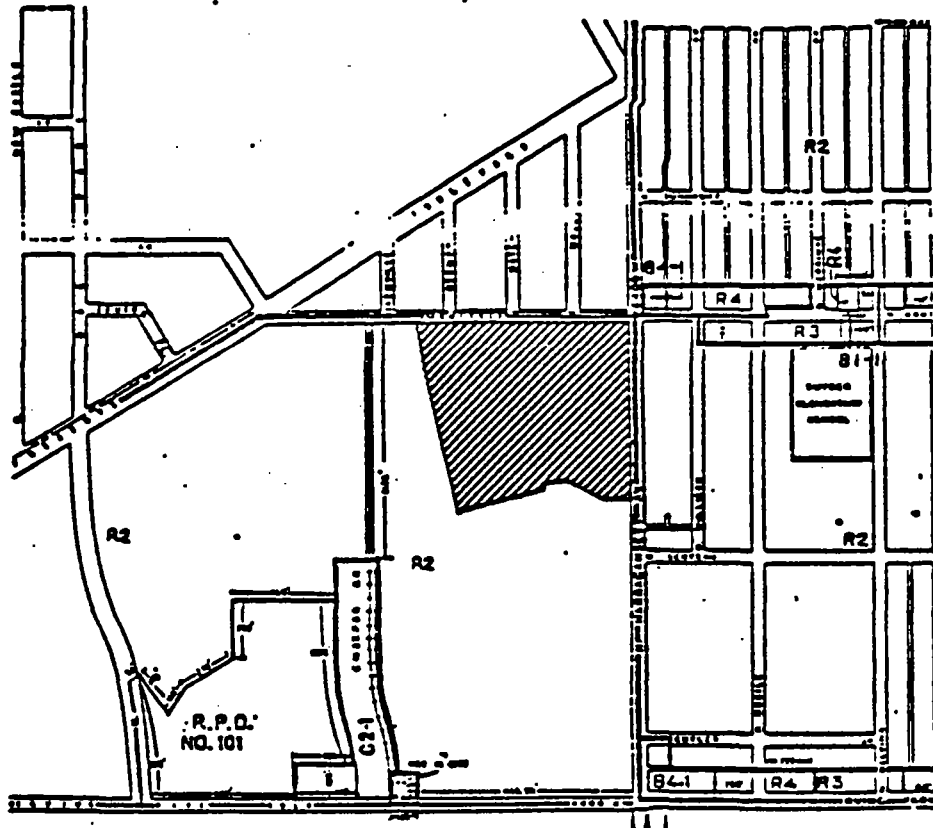


APPLICANT: Public Building Commission of Chicago

ADDRESS: Montrose and Narragansett Avenues

DATE: December 10, 1987

INSTITUTIONAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
EXISTING ZONING AND PREFERENTIAL STREETS SYSTEM



PLANNED DEVELOPMENT

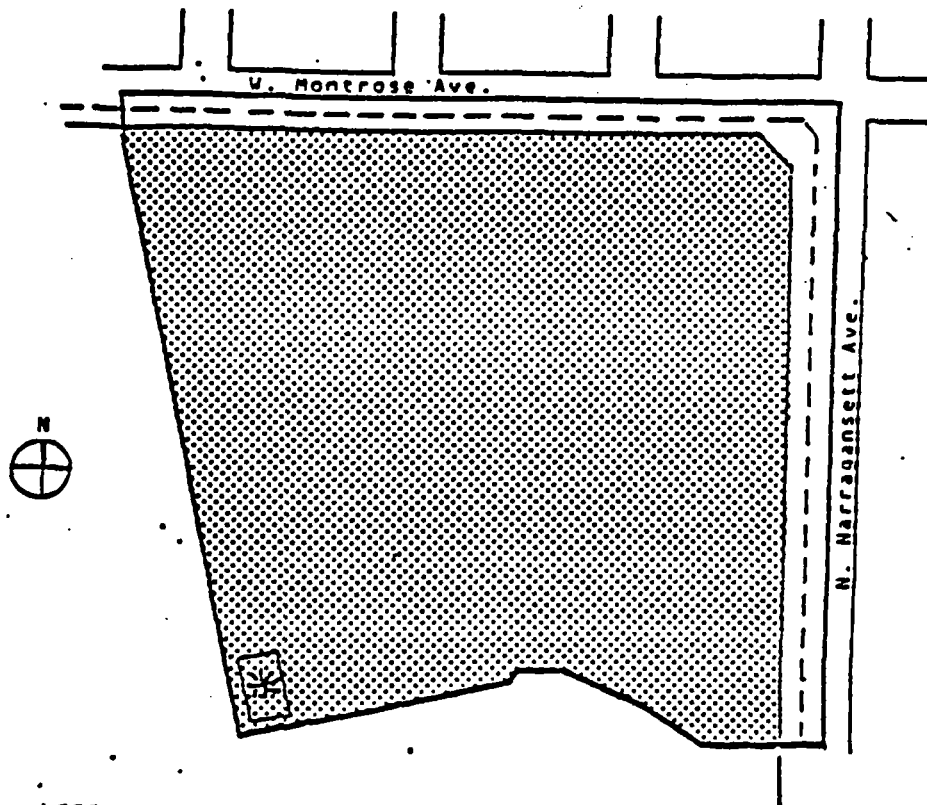
APPLICANT: Public Building Commission of Chicago

ADDRESS: Montrose and Narragansett Avenues

DATE: December 10, 1987



INSTITUTIONAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
GENERALIZED LAND USE PLAN



LEGEND

\* EXISTING ASSEMBLY HALL TO REMAIN

— PLANNED DEVELOPMENT BOUNDARY

City College and Related Uses,  
Recreation Facilities and  
Off-Street Parking

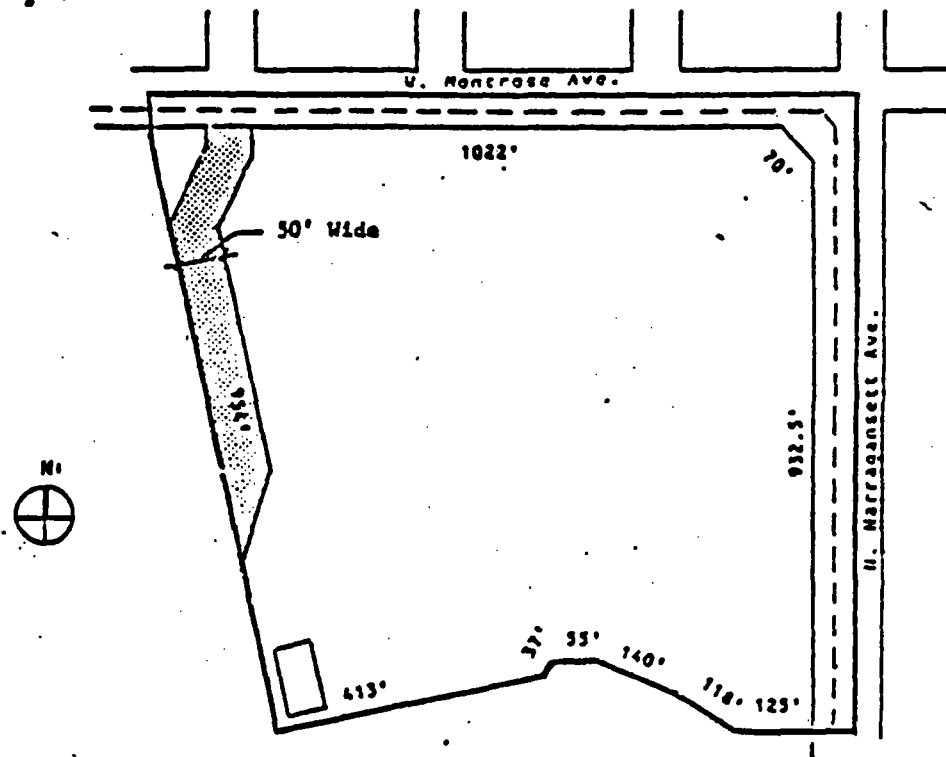
APPLICANT: Public Building Commission of Chicago

ADDRESS: Montrose and Harragansett Avenues

DATE: December 10, 1987

Revised: April 14, 1988

INSTITUTIONAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
 PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS

**LEGEND**

- PLANNED DEVELOPMENT BOUNDARY**
- 1022' PROPERTY LINES**
- AREA RESERVED BY STATE BETWEEN PROPERTY LINES AND R.O.W. LINES**
- dedications of R.O.W. proposed within the limits of the subject property.**

**APPLICANT:** Public Building Commission of Chicago

**ADDRESS:** Montrose and Narragansett Avenues

**DATE:** December 10, 1987

**Revised:** April 14, 1988

(Continued from page 13507)

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

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*Reclassification Of Area Shown On Map No. 16-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-L in area bounded by

West 63rd Street; South Lavergne Avenue; a line 191 feet south of and parallel to West 63rd Street; South Lawler Avenue;

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

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*Reclassification Of Area Shown On Map No. 18-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 18-F in area bounded by

a line 131.05 feet north of and parallel to West 75th Street; a line 86.44 feet west of and parallel to South Wentworth Avenue; West 75th Street; the alley if extended that is next east of and almost parallel to South Vincennes Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

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*Reclassification Of Area Shown On Map No. 19-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 19-H in area bounded by

West Howard Street; North Hoyne Avenue; the alley next south of West Howard Street; and the alley next west of North Hoyne Avenue,

to those of a C1-2 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.

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*Reclassification Of Area Shown On Map No. 26-D.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 26-D to reflect the establishment of a Communications Planned Development for the erection of an AM Radio Antenna Tower System (9 towers) 205 feet high on the property known as 10460 South Woodlawn Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of an AM Radio Antenna System above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

[Exhibit "1" and maps attached to this ordinance printed  
on pages 13515 through 13519  
of this Journal.]

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*Reclassification Of Area Shown On Map No. 32-B.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 32-B in area bounded by

the alley next north of and parallel to East 130th Street; South Houston Avenue; East 130th Street; the alley next west of and parallel to South Houston Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

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At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, relinquished the Chair to Alderman Danny K. Davis, President Pro Tempore.

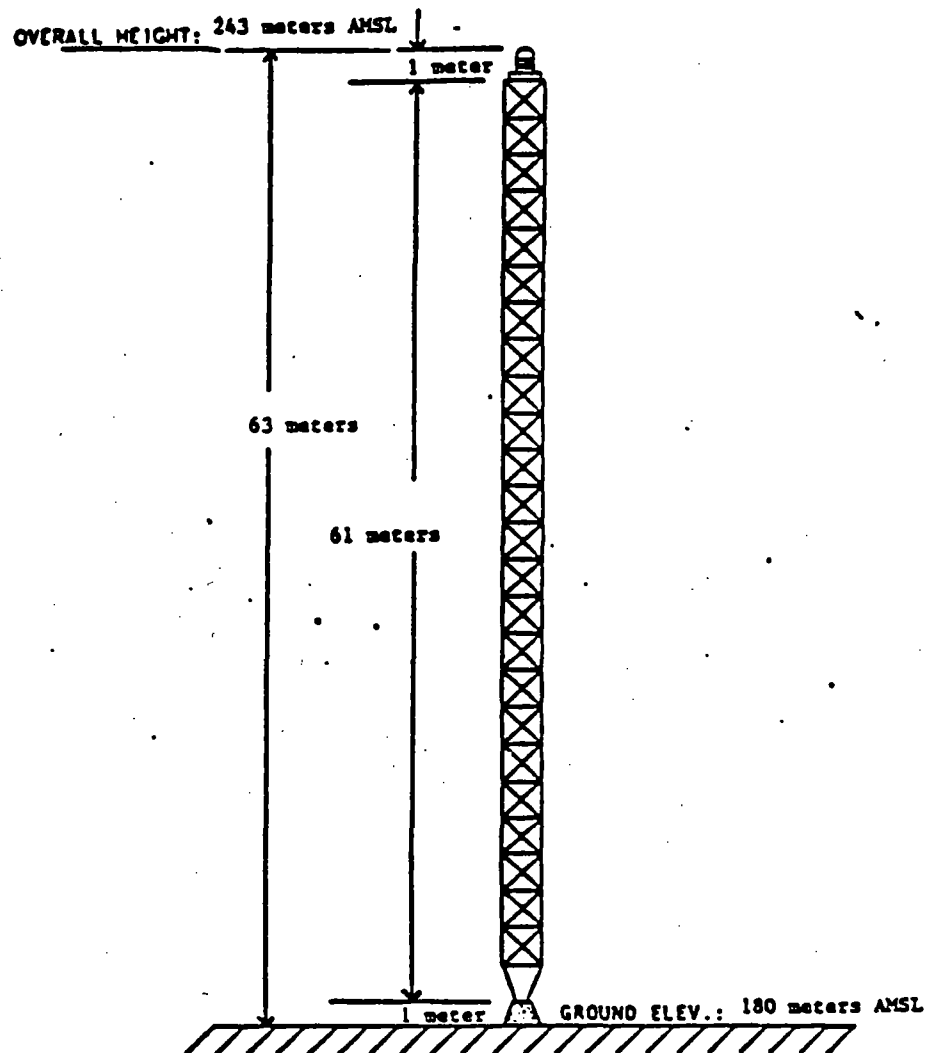


EXHIBIT NO. 1

NOTE: ALL TOWERS SAME

NOTE: NOT DRAWN TO SCALE

WMXA(AM)

CHICAGO, IL

VERTICAL PLAN SKETCH OF PROPOSED ANTENNA

OCTOBER 1987

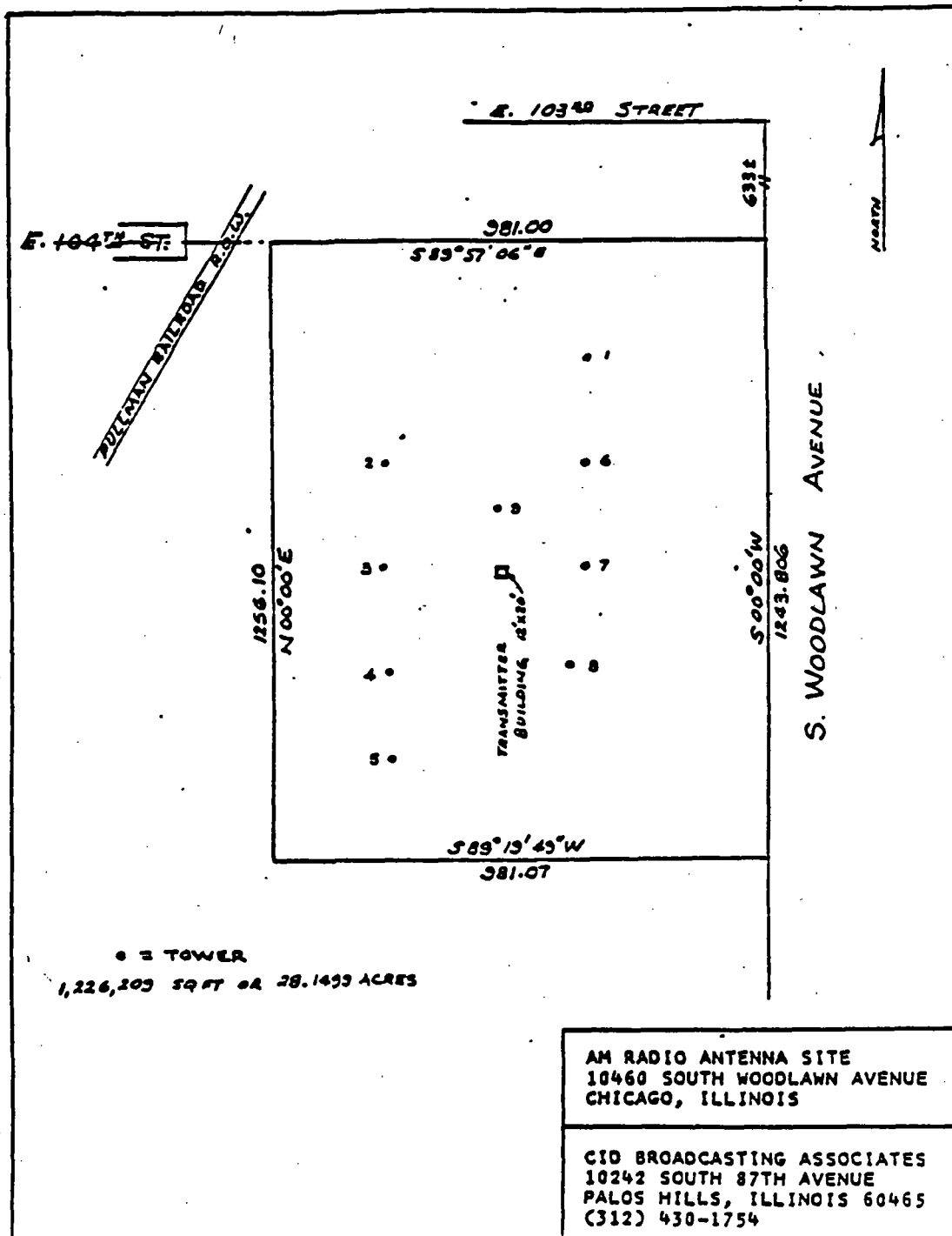
MOFFET, LARSON &amp; JOHNSON, INC.



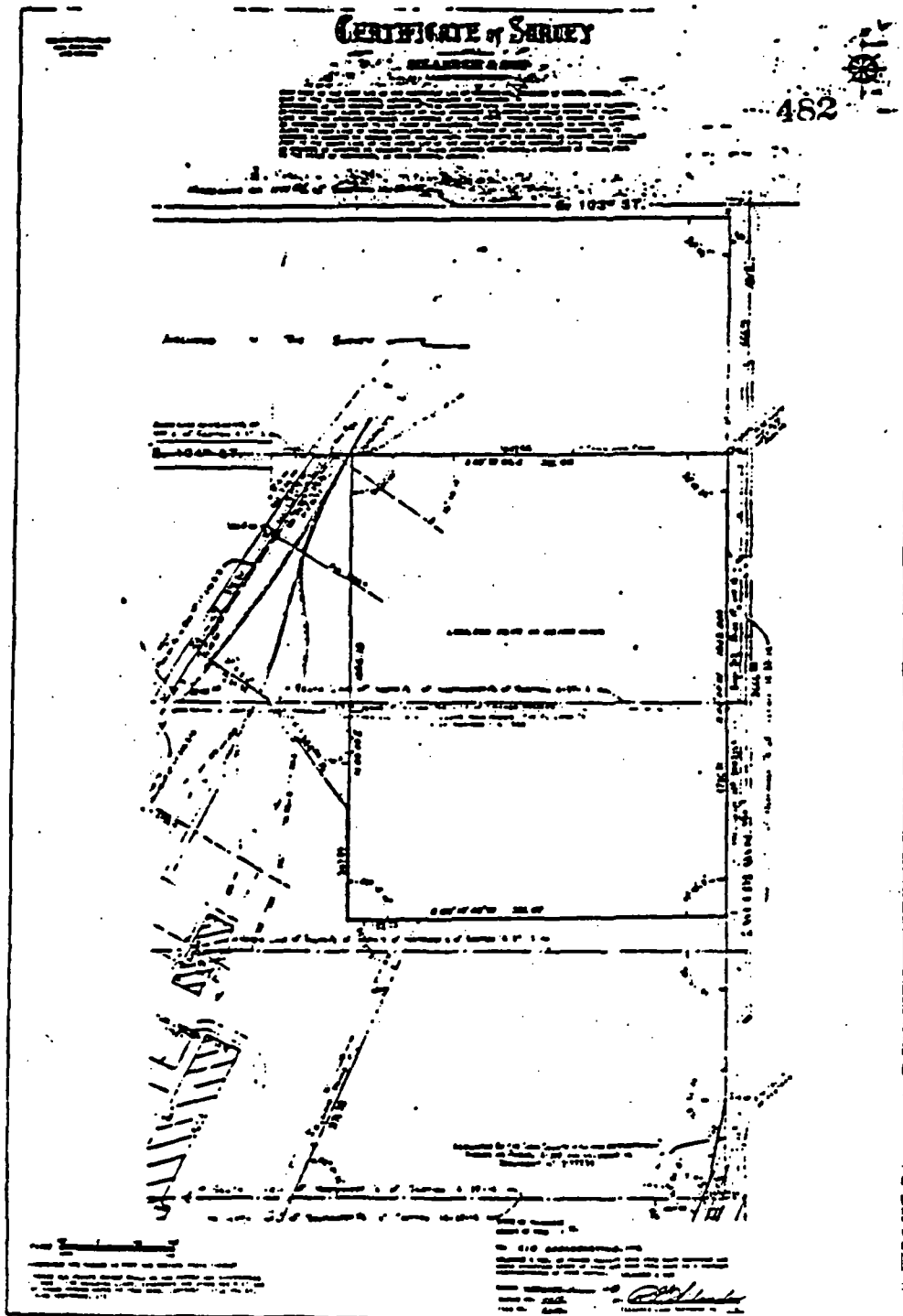
5/11/88

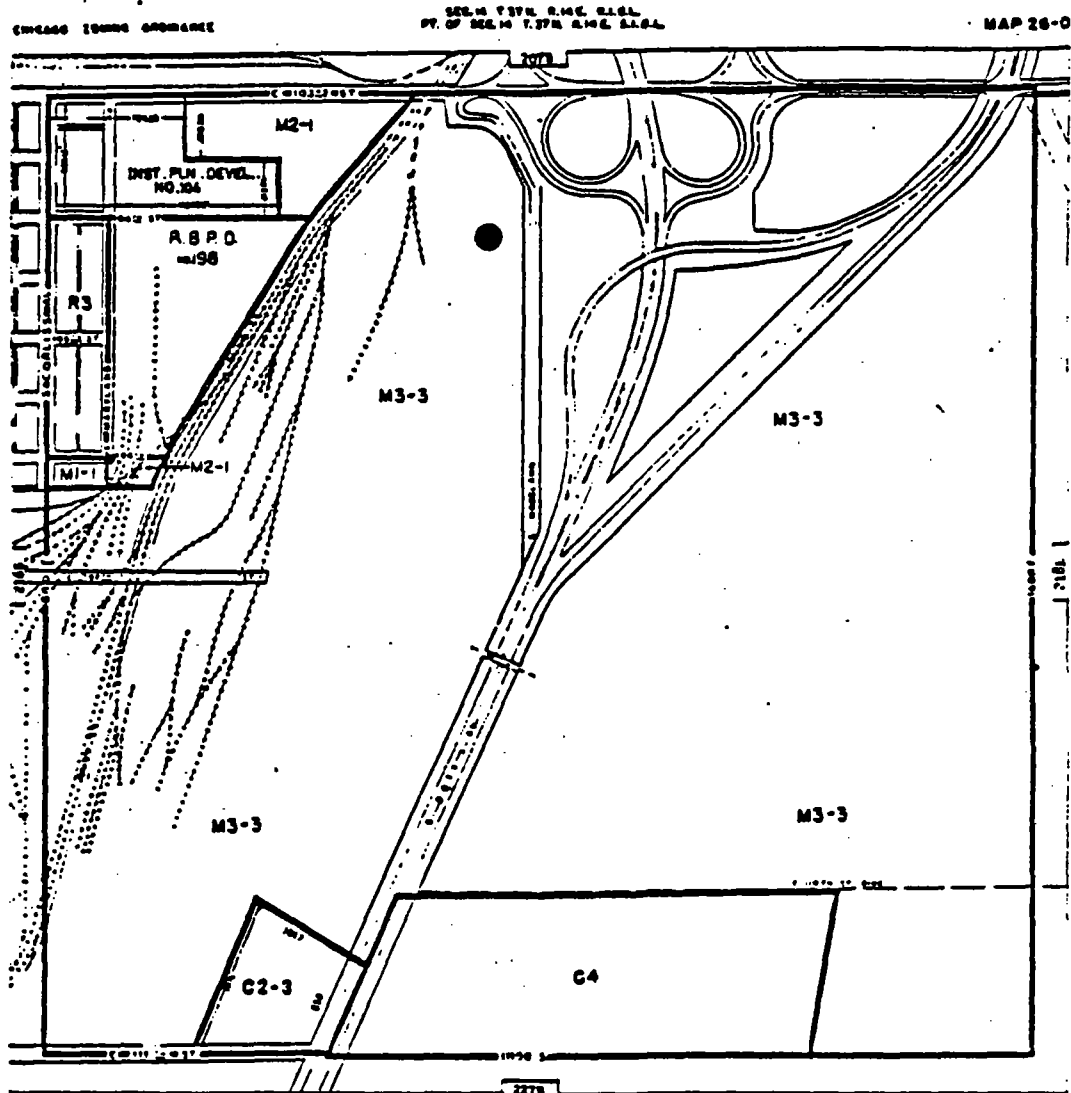
UNFINISHED BUSINESS

13517







**RESIDENCE DISTRICTS**

- R1 SINGLE-FAMILY RESIDENCE DISTRICT
- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT
- R7 GENERAL RESIDENCE DISTRICT
- R8 GENERAL RESIDENCE DISTRICT

**BUSINESS DISTRICTS**

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

**COMMERCIAL DISTRICTS**

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICT
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-6 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

**MANUFACTURING DISTRICTS**

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7  
 FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8  
 FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9  
 FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10



*Rules Suspended*-- ART INSTITUTE OF CHICAGO ADMINISTRATORS  
AND OFFICIALS REQUESTED TO OFFER PUBLIC APOLOGY  
FOR DISPLAY OF CERTAIN PAINTING OF LATE  
MAYOR HAROLD WASHINGTON.

Alderman Rush moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to present a proposed resolution requesting the School of the Art Institute of Chicago to publicly apologize for its recent display of a certain painting of the late Mayor Harold Washington. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, During his lifetime Mayor Harold Washington served this city and nation with total commitment; and

WHEREAS, Harold Washington's life is a sterling inspiration for millions of people throughout the world; and

WHEREAS, Harold Washington has achieved enormous heights as an individual, as an elected official, and as a leader of human kind despite all the obstacles placed before him because he was a black man; and

WHEREAS, The School of Art located at the Art Institute of Chicago has seen fit to denigrate the memory of our late, great Mayor, Harold Washington, by placing for public viewing a painting of Mayor Washington that disrespects and embarrasses the citizens of this City; and

WHEREAS, The School of Art at the Art Institute has deemed it fit to display Mayor Harold Washington dressed in panty-hose, a white-laced bra and bikini panties; and

WHEREAS, The artist, David Nelson obviously exhibits some type of demented and pathological mental capacities; and

WHEREAS, The Chicago City Council joins with the millions of Americans and others throughout the world who are especially proud of Harold Washington as a man, as a politician, and as a leader; and

WHEREAS, The Chicago City Council stands ready to enact legislation immediately to cease payment of any public funds to the Art Institute; now, therefore,

*Be It Resolved*, That the responsible administrators and other officials of the Art Institute offer a public apology to the citizens of this City for this obscene and vulgar depiction of Mayor Harold Washington.

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

Thereupon, on motion of Alderman Rush, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, 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, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

*Nays* -- None.

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

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REGULAR ORDER OF BUSINESS RESUMED.

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**MISCELLANEOUS BUSINESS.**

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PRESENCE OF VISITORS NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

Seventh and eighth grade students from George Pullman Public School, accompanied by Mrs. Barbara Powell, teacher;

The Student Council and fifth and sixth grade students from Simon Guggenheim School, accompanied by Mrs. Freeney, Mrs. Bako and Mr. Brogh, teachers;

Students from the James McCosh Elementary School.

**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, May 25, 1988, at 10:00 A.M. in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,  
*City Clerk.*