

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

**COPY**



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

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**Regular Meeting--Wednesday, April 26, 1989**

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

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

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**OFFICIAL RECORD.**

**RICHARD M. DALEY**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Meeting.

*Present* -- The Honorable Richard M. Daley, Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

*Absent* -- None.

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### Call To Order.

On Wednesday, April 26, 1989, at 11:20 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Quorum present.

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### Invocation.

Reverend Alex Kasper and Reverend Francis Q. Kub, Saint Simon Parish and Rabbi Arnold G. Kaiman, D.D., Congregation Kol Ami, opened the meeting with prayers.

*Rules Suspended* -- OFFICER WILLIAM CALLAHAN COMMENDED  
FOR HEROIC ACTIONS IN RESCUE OF FIRE VICTIMS.

Alderman Langford moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of a proposed resolution. The motion *Prevailed* by a viva voce vote.

The said proposed resolution reads as follows:

WHEREAS, On March 17, 1989, Chicago Police Officer William Callahan, Star 16672, was credited by fire officials with saving four people from burning houses at 6629 and 6631 South Aberdeen Street; and

WHEREAS, Officer Callahan was traveling down the street and smelled smoke, and then proceeded to drive until he found the burning building and radioed the Fire Department; and

WHEREAS, He then went into 6631 and kicked in the door, assisted a lady and her grandson to safety; then went to 6629 and, after being forced to argue with and literally drag a woman and her television set (which the woman refused to leave without) from that building, which immediately thereafter was completely engulfed in flames by the time the Fire Department arrived; and

WHEREAS, Officer Callahan heroically risked his own life while ensuring the safety of others; and

WHEREAS, Officer Callahan, himself, was treated at Holy Cross Hospital for smoke inhalation; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby offer our commendation and our gratitude to Officer William Callahan and wish him all success in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Officer William Callahan.

On motion of Alderman Langford, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, Mayor Richard M. Daley invited Officer William Callahan, his wife Maggie and daughter Megan, accompanied by Alderman Langford, to the mayor's rostrum. Officer Callahan was then formally presented with a parchment copy of the resolution and graciously accepted the applause of the Council and assembled guests.

## REGULAR ORDER OF BUSINESS RESUMED.

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*Placed On File* -- WEEK OF MAY 1 -- 7, 1989 PROCLAIMED  
"WFMT/CHICAGO SYMPHONY RADIOTHON 14  
WEEK" IN CHICAGO.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

## PROCLAMATION.

WHEREAS, The Chicago Symphony Orchestra serves as a vital cultural institution both for the people of the City of Chicago and for music lovers the world over; and

WHEREAS, Under the leadership of Sir Georg Solti, who is celebrating his twentieth season as music director, the Chicago Symphony Orchestra has become one of Chicago's best good-will ambassadors overseas; and

WHEREAS, The Women's Association of the Chicago Symphony Orchestra was founded in 1934 to help promote the orchestra and the appreciation of symphonic music and is also committed to raising funds for the Chicago Symphony Orchestra; and

WHEREAS, The Chicago Symphony Radiothon, co-sponsored by WFMT-FM and the Women's Association, is the largest annual fund raising project to benefit the Chicago Symphony Orchestra, the Chicago Symphony Chorus, the Civic Orchestra and Orchestra Hall; and

WHEREAS, Over the past 13 years the Chicago Symphony Radiothon has raised more than \$6.5 Million in financial support through individual pledges, matching grants, "challenge" gifts and donations of premium gifts; and

WHEREAS, On May 5 through May 9, 1989, WFMT-FM will provide a 60-hour broadcast of special music and interviews during which listeners are encouraged to call and pledge their financial support; now, therefore,

I, Richard M. Daley, Mayor of the City of Chicago, do hereby proclaim the week of May 1 through May 7, 1989, as "WFMT/Chicago Symphony Radiothon 14 Week" in Chicago, and I encourage all citizens to contribute to this worthy cause during the Radiothon broadcast on May 5th through May 7th.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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*Referred* -- APPOINTMENT OF MR. MICHAEL SCOTT AS  
CABLE ADMINISTRATOR.

The Honorable Richard M. Daley, 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 Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Michael Scott as Cable Administrator.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF MR. WALTER K. KNORR  
AS CITY COMPTROLLER.

The Honorable Richard M. Daley, 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 Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Walter K. Knorr as Comptroller of the City of Chicago.

Your favorable consideration of this appointment will be appreciated.

Very truly yours.

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

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*Referred --* APPOINTMENT OF MR. GLENN E. CARR AS  
COMMISSIONER OF PERSONNEL.

The Honorable Richard M. Daley, 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 Finance:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Glenn E. Carr as Commissioner of Personnel.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred --* APPOINTMENT OF MS. MIRIAM SANTOS AS  
CITY TREASURER.

The Honorable Richard M. Daley, 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 Finance:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Miriam Santos to the office of City Treasurer to complete the unexpired term of Cecil Partee, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred --* APPOINTMENT OF MR. DONALD R. SMITH AS  
COMMISSIONER OF AGING AND DISABILITY.

The Honorable Richard M. Daley, 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 Aging and Disabled:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Donald R. Smith as Commissioner of  
Aging and Disability.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred --* APPOINTMENT OF MR. EDWARD J. BEDORE AS  
BUDGET DIRECTOR.

The Honorable Richard M. Daley, 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 Budget and Governmental Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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



LADIES AND GENTLEMEN -- I have appointed Edward J. Bedore as Budget Director of the City of Chicago.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred --* APPOINTMENT OF MR. KELLY R. WELSH  
AS CORPORATION COUNSEL.

The Honorable Richard M. Daley, 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 Budget and Governmental Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Kelly R. Welsh as Corporation Counsel. Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

*Referred --* APPOINTMENT OF MR. BENJAMIN REYES  
AS COMMISSIONER OF GENERAL SERVICES.

The Honorable Richard M. Daley, 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 Budget and Governmental Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Benjamin Reyes as Commissioner of General Services. Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred --* APPOINTMENT OF MR. DAVID WILLIAMS  
AS COMMISSIONER OF PUBLIC WORKS.

The Honorable Richard M. Daley, 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 Budget and Governmental Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed David Williams as Commissioner of Public Works. Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred--* APPOINTMENT OF MS. TERESITA B. SAGUN  
AS COMMISSIONER OF SEWERS.

The Honorable Richard M. Daley, *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 Budget and Governmental Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Teresita B. Sagun as Commissioner of Sewers.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MR. SAMUEL W. HURLEY  
AS COMMISSIONER OF WATER.

The Honorable Richard M. Daley, 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 Budget and Governmental Operations*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Samuel W. Hurley as Commissioner of Water.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred* -- APPOINTMENT OF MR. MICHAEL F. SCHUBERT AS  
COMMISSIONER OF HOUSING.

The Honorable Richard M. Daley, 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 Housing, Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Michael F. Schubert as Commissioner of Housing.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred --* APPOINTMENT OF MR. MICHAEL F. SCHUBERT AS  
MEMBER AND CHAIRMAN OF BOARD OF DEPARTMENT  
OF URBAN RENEWAL.

The Honorable Richard M. Daley, 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 Housing, Land Acquisition, Disposition and Leases:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Michael F. Schubert as a member and Chairman of the Board of the Department of Urban Renewal.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MS. CAROLINE O. METTER SCHOENBERGER  
AS COMMISSIONER OF CONSUMER SERVICES.

The Honorable Richard M. Daley, 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 Human Rights and Consumer Protection:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Caroline O. Metter Schoenberger as Commissioner of Consumer Services.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
*Mayor*

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*Referred* -- APPOINTMENT OF MR. RAYMOND E. GRCZCO AS  
FIRE COMMISSIONER.

The Honorable Richard M. Daley, 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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Raymond E. Orozco as Fire Commissioner.

Your favorable consideration of this appointment will be appreciated.

Very truly yours.

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred --* APPOINTMENT OF MR. LE ROY MARTIN AS  
SUPERINTENDENT OF POLICE.

The Honorable Richard M. Daley, 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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed LeRoy Martin as Superintendent of Police.

Your favorable consideration of this appointment will be appreciated.

Very truly yours.

(Signed) RICHARD M. DALEY,  
Mayor.

*Referred --* APPOINTMENT OF MS. JOAN HARRIS AS  
COMMISSIONER OF CULTURAL AFFAIRS.

The Honorable Richard M. Daley, 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 Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Joan Harris as Commissioner of Cultural Affairs.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred --* APPOINTMENT OF MR. DAVID R. MOSENA AS  
COMMISSIONER OF PLANNING, CITY AND  
COMMUNITY DEVELOPMENT.

The Honorable Richard M. Daley, 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 Zoning.*



OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I have appointed David R. Mosena as Commissioner of Planning, City and Community Development.

Your favorable consideration of this appointment will be appreciated.

Very truly yours.

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

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*Referred* -- AMENDMENT OF 1989 ANNUAL APPROPRIATION  
ORDINANCE BY REDUCING EXPENDITURES OF CITY  
COUNCIL COMMITTEES.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

April 26, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Annual Appropriation Ordinance for the Year 1989, to reduce annual expenditures of City Council committees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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

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 -- OATH OF OFFICE OF THE HONORABLE RICHARD M. DALEY  
AS MAYOR OF CITY OF CHICAGO.*

The oath of office of Mr. Richard M. Daley as Mayor of the City of Chicago, filed in the Office of the City Clerk on April 24, 1989.

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*Placed On File -- OATH OF OFFICE OF THE HONORABLE JOHN O. STEELE  
AS ALDERMAN OF SIXTH WARD.*

The oath of office of Mr. John O. Steele as alderman of the sixth ward, filed in the Office of the City Clerk on April 26, 1989.

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*Placed On File -- RESIGNATION OF THE HONORABLE CECIL A. PARTEE  
AS TREASURER OF CITY OF CHICAGO.*

The City Clerk then submitted the following communication, which was *Placed on File*:

OFFICE OF THE CITY TREASURER  
CITY OF CHICAGO

April 24, 1989.

*The Honorable Richard M. Daley  
Mayor, City of Chicago  
Room 507, City Hall  
Chicago, Illinois 60602*

DEAR MAYOR DALEY -- Having been selected as the States Attorney of Cook County by the Cook County Board of Commissioners pursuant to the statutes of the State of Illinois to fill the vacancy created by your resignation, I now submit my resignation as Treasurer of the City of Chicago to you, effective upon receipt of this letter, April 24, 1989.

Sincerely,

(Signed) CECIL A. PARTEE,  
*City Treasurer.*

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APPROVAL GIVEN TO OFFICIAL BOND OF  
THE HONORABLE RICHARD M. DALEY  
AS MAYOR OF CITY  
OF CHICAGO.

The Honorable Walter S. Kozubowski, City Clerk, thereupon presented the official bond of The Honorable Richard M. Daley as Mayor of the City of Chicago, in the penal sum of \$10,000.00 with the United States Fidelity and Guaranty Company as surety, attested by Ms. Jeanne M. Brookie, Attorney-in-Fact and countersigned by Mr. Frederick W. Sood, Jr., Resident Agent.

On motion of Alderman Burke, said bond was *Approved* by a viva voce vote.

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

The following communication from Mr. William L. Ramey, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of March 31, 1989, 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:

Calculation of Electric Adjustment Charge for the billing period of April, 1989 -- Rider 20.

Calculation of Conservation Program Charge/Credit for billing month of April, 1989 -- Rider 21.

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the months of January and February, 1989.

Commonwealth Edison Company's Current Report on Form 8-K dated February 28, 1989.

Annual Report for the year ended December 31, 1988 (Form 10-K), filed with the Securities and Exchange Commission.

Commonwealth Edison Company 1988 Financial Review."

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

A communication signed by Ms. Elizabeth Hollander, Commissioner of Planning, under date of March 28, 1989, showing the recommendations of the Commissioner and the Zoning Administrator concerning map amendments for which public hearings were held on March 28, 1989, in accordance with the provisions of Article 11, Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which was *Placed on File*.

*Placed On File* -- REPORTS OF CITY TREASURER FOR  
VARIOUS FUNDS.

Also, a communication from Mr. Cecil A. Partee, City Treasurer, addressed to the City Clerk under date of April 11, 1989, transmitting the following reports, which were *Placed on File*:

City of Chicago, Cecil A. Partee, City Treasurer, Report on Examination as of the close of business, June 30, 1988;

City of Chicago, Cecil A. Partee, City Treasurer, Condensed Report on Examination as of the close of business, June 30, 1988:

Cecil A. Partee, Ex-Officio Treasurer of the Employees' Pension Funds of the City of Chicago, Report on Examination as of the close of business, June 30, 1988.

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*Placed On File* -- CITY COMPTROLLER'S QUARTERLY REPORTS  
FOR PERIOD ENDED MARCH 31, 1989.

Also, the following documents received in the City Clerk's Office, from Mr. Ronald D. Picur, City Comptroller, which were *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended March 31, 1989:

Statement of Funded Debt as of March 31, 1989; and

City of Chicago Corporate Fund: Statement of Floating Debt as of March 31, 1989.

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*Placed On File* -- QUARTERLY REPORT FROM BOARD OF  
OFFICE OF MUNICIPAL INVESTIGATION.

Also, a report filed in the Office of the City Clerk, submitted by Dr. Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended March 31, 1989, which was *Placed on File*.

*Placed On File* -- REPORT OF VOUCHER PAYMENTS FOR  
PERSONAL SERVICES FOR MONTH OF  
MARCH, 1989.

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

[Voucher payments printed on pages 36 through  
37 of this Journal.]

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City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on March 29, 1989, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on April 18, 1989, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 29, 1989, 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:

(Continued on Page 38)

PERSONAL SERVICES PAID BY VOUCHERS DURING 1989

| NAME                | ADDRESS               | DEPARTMENT | TITLE                | ACCOUNT | RATE     | P// | MAR. 1989 |
|---------------------|-----------------------|------------|----------------------|---------|----------|-----|-----------|
| Davis, Lillie       | 12124 S. Laflin       | Aviation   | Adm. Asst. III       | 740     | 1,937.00 | P// | 1,937.00  |
| Evison, Betty       | 9739 So. Charles      | "          | Admin. Asst. II      | "       | 1,750.00 | P// | 1,750.00  |
| Smith, Ronald       | 6721 S. Lberhart      | "          | Corr. of Spec. Proj. | "       | 2,586.00 | P// | 2,586.00  |
| Smith, Steven       | 4550 W. Claremont     | "          | Dir. Con Compliance  | "       | 2,994.00 | P// | 2,994.00  |
| Villanova, Marshall | 7036 S. Fairfield     | "          | Adm. Asst. II        | "       | 2,025.00 | P// | 2,025.00  |
| Anderson, Thomas    | 3655 N. Pittsburg     | Fire       | Firefighter          | 100     | 118.78   | P// | 118.78    |
| Amis, Curt          | 2131 W. Bradley       | "          | "                    | "       | 44.44    | B/P | 44.44     |
| Broadnax, Dudley    | 501 E. 32nd St.       | "          | "                    | "       | 122.61   | B/P | 122.61    |
| Buckley, Daniel     | 5256 W. Lind          | "          | "                    | "       | 132.31   | B/P | 132.31    |
| Chaney, Archie      | 8124 S. Saginaw       | "          | "                    | "       | 378.83   | B/P | 378.83    |
| Clarke, Thomas      | 6512 S. Keating       | "          | "                    | "       | 384.14   | B/P | 384.14    |
| Daly, William       | 3203 W. Pittsburg     | "          | "                    | "       | 98.92    | B/P | 98.92     |
| Egan, Michael       | 5964 W. Hermitage     | "          | "                    | "       | 260.94   | B/P | 260.94    |
| Fischer, George     | 2827 W. Leavitt       | "          | "                    | "       | 502.42   | B/P | 502.42    |
| Garrett, Daniel     | 7761 W. Hortense      | "          | "                    | "       | 110.47   | B/P | 110.47    |
| Harper, Robert G.   | 2723 W. Lockwood      | "          | "                    | "       | 334.22   | B/P | 334.22    |
| Harty, Terrence     | 3449 W. 66th Pl.      | "          | "                    | "       | 419.53   | B/P | 419.53    |
| Heimbarg, Conrad    | 3058 Sunrise          | "          | "                    | "       | 278.14   | B/P | 278.14    |
| Hein, Michael       | 11459 S. Central Park | "          | "                    | "       | 101.00   | B/P | 101.00    |
| Higgins, James      | 6586 W. Wavatha       | "          | "                    | "       | 150.46   | B/P | 150.46    |
| Hood, Thomas H.     | 2633 W. Wayne         | "          | "                    | "       | 296.07   | B/P | 296.07    |
| Hone, William       | 3516 W. 115th Pl.     | "          | "                    | "       | 96.66    | B/P | 96.66     |
| Hoyt, Oliver        | 6062 W. Peterson      | "          | "                    | "       | 342.63   | B/P | 342.63    |
| Hubmacher, William  | 4065 W. Cleveland     | "          | "                    | "       | 282.35   | B/P | 282.35    |
| Kiefer, Alfred      | 2135 W. Rutherford    | "          | "                    | "       | 86.11    | B/P | 86.11     |
| Koster, Christopher | 6751 S. Karlov        | "          | "                    | "       | 134.60   | B/P | 134.60    |
| Lent, Don           | 1110 S. Pontier       | "          | "                    | "       | 557.71   | B/P | 557.71    |
| Panago, Ernest      | 3505 S. Keeler        | "          | "                    | "       | 117.61   | B/P | 117.61    |
| Parky, Frank        | 2112 W. Hillson       | "          | "                    | "       | 80.48    | B/P | 80.48     |
| Richardson, William | 6443 W. Eeva          | "          | "                    | "       | 436.83   | B/P | 436.83    |
| McSweeney, James    | 16443 S. Drake        | "          | "                    | "       | 44.44    | B/P | 44.44     |

## PERSONAL SERVICES PAID BY VOUCHERS MARCH, 1989

| NAME                | ADDRESS            | DEPARTMENT   | TITLE          | ACCOUNT | RATE      | MAR. 1989 |           |
|---------------------|--------------------|--------------|----------------|---------|-----------|-----------|-----------|
| Pesvento, Anthony   | 155 N. Harbor      | Fire         | Firefighter    | 100     | 384.14    | B/P       | 384.14    |
| Presny, Paul        | 3824 N. Plainfield | "            | "              | "       | 490.45    | B/P       | 490.45    |
| Rabe, Edward        | 5601 S. Merrimac   | "            | "              | "       | 342.63    | B/P       | 342.63    |
| Richter, Robert     | 3337 S. Kostner    | "            | "              | "       | 334.22    | B/P       | 334.22    |
| Sanfilippo, Philip  | 11122 S. St. Louis | "            | "              | "       | 345.84    | B/P       | 345.84    |
| Scavone, Henry      | 2039 W. Erie       | "            | "              | "       | 66.15     | B/P       | 66.15     |
| Steinle, Walter     | 6666 W. Ogallah    | "            | "              | "       | 497.47    | B/P       | 497.47    |
| Tadavich, Anthony   | 5425 N. LaPorte    | "            | "              | "       | 351.32    | B/P       | 351.32    |
| Teckorius, Edward   | 3408 W. 39th St.   | "            | "              | "       | 442.24    | B/P       | 442.24    |
| Turner, Lynda       | 5166 N. Sheridan   | "            | "              | "       | 40.79     | B/P       | 40.79     |
| Wortham, Clifton    | 7250 S. Phillips   | "            | "              | "       | 68.32     | B/P       | 68.32     |
| Wrenn, William      | 6029 N. Maplewood  | "            | "              | "       | 419.53    | B/P       | 419.53    |
| Kimberly, Frederick | 3924 W. 83rd Pl    | Mayor's Ofc. | Computer Spec. | "       | 25,000.00 | P/Y       | 2,083.32  |
| Jordan, Aurline     | 4850 S. Lake Park  | "            | Receptionist   | "       | 19,764.00 | P/Y       | 1,639.50  |
| Smith, Eunice       | 1519 E. 73rd       | "            | "              | "       | 18,168.00 | P/Y       | 757.00    |
| Anderson, Morris    | 909 W. 129th Pl.   | Police       | Policeman      | "       | 678.75    | B/P       | 678.75    |
| Chenier, Leonard    | 7020 S. Constance  | "            | "              | "       | 10,296.65 | B/P       | 10,296.65 |
| Janik, Mitchell     | 2959 N. Melvina    | "            | "              | "       | 701.53    | B/P       | 701.53    |
| Prieto, Fernando    | 5757 N. Sheridan   | "            | "              | "       | 7.00      | P/H       | 1,344.00  |



(Continued from page 35)

*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

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

American National Bank Under Trust 106046-01 -- to classify as a C3-6 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District, the area shown on Map No. 1-F bounded by

West Huron Street; the alley next west of and parallel to North Wells Street; the alley next south of and parallel to West Huron Street; and a line 25.06 feet west of and parallel to the alley next west of and parallel to North Wells Street.

B & C Joint Venture -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 3-G bounded by

the alley next south of and parallel to West Chestnut Street; the alley next east of and parallel to North Elston Avenue; a line 67.7 feet south of the alley next south of and parallel to West Chestnut Street; North Elston Avenue; a line 750 feet south of West Augusta Boulevard; a line 100 feet west of North Elston Avenue; and a line 725 feet south of West Augusta Boulevard.

Bernard Citron -- to classify as a C3-5 Commercial Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

West Ontario Street; a line 211.49 feet west of and parallel to the west line of North Orleans Street extended; a line 100.39 feet south of and parallel to West Ontario Street; a line 121.49 feet west of and parallel to the west line of North Orleans Street extended; a southwesterly line 31.19 feet long, running along the north line of the John Fitzgerald Kennedy Expressway; the John Fitzgerald Kennedy Expressway (or a line 100.42 feet south of and parallel to West Ontario Street; and North Kingsbury Street.

Ross Kooperman, c/o John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of M1-2 Restricted Manufacturing and R3 General Residence Districts the area shown on Map No. 7-G bounded by

the alley next north of and parallel to West Wolfram Street; a line 361.31 feet east of and parallel to North Southport Avenue; West Wolfram Street; and a line 236.20 feet east of and parallel to North Southport Avenue.

Northeast Illinois Railroad Corporation (Metra) -- to classify as a B4-2 Restricted Service District instead of an R1 Single-Family Residence District the area shown on Map No. 24-H bounded by

a line 344.73 feet south of and parallel to West 95th Street; the C.R.I. & P. Railroad right-of-way also known as South Wood Street; a line 438.02 feet south of and parallel to West 95th Street; and a line 130.48 feet west of and parallel to the C.R.I. & P. Railroad right-of-way also known as South Wood Street.

Northwestern University -- to classify as an Institutional-Business Planned Development instead of an R3 General Residence District the area shown on Map No. 3-E bounded by

East Chestnut Street; North Lake Shore Drive; a line 143.8 feet south of East Chestnut Street; a line 122.04 feet west of North Lake Shore Drive, to a point 107.25 feet south of East Chestnut Street and 117.5 feet west of North Lake Shore Drive; a line 286.20 feet west of North Lake Shore Drive; a line 121.36 feet south of East Chestnut Street; and a line 464 feet west of North Lake Shore Drive.

Rubloff, Incorporated -- to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-E bounded by

the alley next north of and parallel to East Illinois Street; North Michigan Avenue; East Illinois Street; and a line 165.21 feet west of and parallel to North Michigan Avenue.

South Shore Hospital -- to classify as Institutional Planned Development Number 190, as amended, instead of Institutional Planned Development Number 190 and R3 General Residence District the area shown on Map No. 20-C bounded by

a line 133.42 feet north of East 30th Street; the alley next east of and parallel to South Luella Avenue; East 30th Street; South Crandon Avenue; a line 67.64 feet south of the alley next south of and parallel to East 30th Street; the alley next east of and parallel to South Luella Avenue; a line 329.61 feet south of East 30th Street; and South Luella Avenue.

Michael J. Thomas -- to classify as a B4-1 Restricted Service District instead of an R5 General Residence District the area shown on Map No. 2-J bounded by

the alley next north of and parallel to West Jackson Boulevard; South Homan Avenue; West Jackson Boulevard; and a line 40.08 feet west of and parallel to North Homan Avenue.

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*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:

Aetna Life & Cas. Ins. Co. and Susan Theus, Allstate Ins. Co. (14) Robin Brooks, Robert Gueringer, Rita Gutekanst, Geraldine Jenkins, Clarence Kelly, Charles C. Louis, La Vede Love, Laverne McCray, William Murray, Novak Pijic, Reese Price, Christine M. Quinn, Earl Stewart and Robert Yesko, American Ambassador Cas. Co. and Russell Davis, American Country Ins. Co. and Samuel Brooks, American Family Ins. and Elvin Groenemeyer, American International Recovery, Inc. and H. Hawkensen Inc., Amoco Oil Company, Angeles Maria L., Augustyn Stanley, Ausdenmoore James P., Austin Evelyn J., Ayala Rolando;

Baker Elizabeth D., Bertucci Vito E., Black Nicholas, Borroel Ralph M., Bradley Diane M., Bradley Harold J., Bradley Lettie B., Bradshaw Michael, Branch Jason H., Broughton Blanch, Browley Perry D., Brown William L., Buchwald Marianna, Brueckert Julius, Bullock Charles T., Bunda Hope, Burwell Eugene;

Calvino Vince P., Carolina Cas. Ins. Co. and Eastern Inter-Trans Services, Chandler Sandra, Cieplucha Terrance A., Connoily Veronica M., Clishem Thomas A., Clas and Jeff Blackman, Correa Adriana, Country Mutual Ins. Co. and Hathaway Marketing Corp., Creighton Eldon M., Crowder Jacqueline, Cumis Ins. and Willie Stevens;

Daspit Sr. Gilbert E., Dial Mary, Donzelli Kimberly S., Dotson Veronica L., Du Xiwen, Duddleston Barbara D., Dupree Rudolph;

Engineer Firoza A., Enterprise Leasing Co. of Chicago, Ester Readith L.;

Forsythe Leslie, Frahm Charles J., Frank John A., Frueh Nick;

Garibay Salvador, Germany Tommy R., Glassman Meyer D., Goldberg Alan M., Gonzalez Pedro J., Green Patricia A., Guerra Pasquale, Guttman Jr. Richard T.;

Hamzeloo Joe M., Hasan Javeed, Hassan Yaser O., Hicks Agnes, Hollimon Donald T., Holtzman Max, Home Ins. Co. and Harry Weisman, Horn Gregory J.;

J R. Grocery, Jackson Doris and Jamie Baker, Job Henry F., Johnson John A., Jones Dr. Keith, Jones Patricia A.;

Kekos Lambros J., Kersch Heinz, Kersteng Lawrence R., Khakhkhar Hareshkumar H., Kilcullen Kristopher A., Kim Myung Sook, King Sabryna-Joi, Korabil John S., Kosiek Peter A.;

Lee Francene, Lesko Lance R., Liberty Mutual Ins. and Donald Chudacoff, Lillie Susie M.;

Majy Sylvester J., Malone Betty, Martin Lorita, Massey Lisa L., McGinty Mary J. and Olga M. Dultz, McHale Owen B., Mitchell Anne M., Mondello Michael J., Muljivis Aniela, Mullee Mary M.;

National Ben Franklin Ins. Co. and Dale Daemicke, Northwest Cab Company;

Oakes Matthew C., Osga Gary S., Overling Lucy, Owens Elsie;

Palmer Jerry, Panico Ingrid, Patel Ranchhor G., Pearce Bonnie D., Peoples Gas Light and Coke Co. (8), Perez Pedro, Perry Fred, Peters Ed, Peters Lewis P., Pfister Richard G., Popovich Vera, Porter Joseph, Providence Washington Ins. Group and Phyllis Rydel;

Ray Jr. Willie and Alice, Reyes Robert, Rivera Jose;

Sabas Diaz D., Sadat Ahmad Y., Salazar Jr. Ernesto, Samuelson Violet, Schneider William C., Seibels Bruce Ins. Cos. and Edward Bogan, Sharp Garage Co., Inc., Shelby Williams Industries Inc., Short Brenda, Silva Marcelina, Simmons James H., Simmons Kenneth, Simon Mollie W., Smith Helen, Smolcic Amanda, Song Jee H., Stallard David W., State Farm Ins. Cos. (8) Richard Appelt, Pauline Bondarew, Gayle Elmy, Margaret Feller, Frank Keske, Margaret McCarthy, Eileen Reilly and Stanislaw Wojciak, Straus Stuart J., Swan Daniel R., Sziel Patrick M.;

Thomas Angelynn, Thompson Burnie L., Travelers Ins. Co. and Walgreen Company;

Vagner Franz, Velez Dalila, Verhey Linda K.;

Walker Christopher J., Waller Loraine, Walsh Polly, Warren Marc J., Western Automatic Music, Inc., Wilson Charles, Wilson-Epps Joan E., Winkler William J., Wittert John P., Wood Douglas A., Wright Dorothy Y., Wu Qian, Wynton Laura;

Zychowicz Edmund.

*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 April 17, 1989, signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Public Works, which was, 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 6 --  | Grading, paving and improving the alley between East 35th Street, East 36th Street, South Rhodes Avenue and South Vernon Avenue;       |
| Ward 8 --  | Grading, paving and improving the alley between East 32nd Street, East 33rd Street, South Chappel Avenue and South Jeffery Avenue;     |
| Ward 8 --  | Grading, paving and improving the alley between East 84th Street, East 85th Street, South Yates Avenue and South Oglesby Avenue;       |
| Ward 9 --  | Grading, paving and improving the alley between East 121st Place, East 122nd Street, South Indiana Avenue and South Edbrooke Avenue;   |
| Ward 9 --  | Grading, paving and improving the alley between East 122nd Place, East 123rd Street, South Indiana Avenue and South Michigan Avenue;   |
| Ward 9 --  | Grading, paving and improving the alley between West 123rd Street, West 124th Street, South LaSalle Street and South Wentworth Avenue; |
| Ward 9 --  | Grading, paving and improving the alley between West 128th Place, West 129th Place, South Eggleston Avenue and South Normal Avenue;    |
| Ward 10 -- | Grading, paving and improving the alley between East 100th Street, East 101st Street, South Bensley Avenue and South Yates Avenue;     |
| Ward 10 -- | Grading, paving and improving the alley between East 100th Street, East 101st Street, South Paxton Avenue and South Merrill Avenue;    |
| Ward 10 -- | Grading, paving and improving the alley between East 115th Street, East 116th Street, South Avenue J and South Ewing Avenue;           |

- Ward 11 -- Grading, paving and improving the alley between South Bonaparte Avenue, South Lyman Street, South Lloyd Avenue and South Lock Street;
- Ward 11 -- Grading, paving and improving the alley between West 32nd Place, West 33rd Street, South Racine Avenue and South Throop Street;
- Ward 12 -- Grading, paving and improving the alley between West 25th Street, West 26th Street, South Maplewood Avenue and South Rockwell Street;
- Ward 17 -- Grading, paving and improving the alley between West 81st Street, West Chatham Park, South Princeton Avenue and South Harvard Avenue;
- Ward 18 -- Grading, paving and improving the alley between West Columbus Avenue, Railroad R.O.W., South Christiana Avenue and South Homan Avenue;
- Ward 18 -- Grading, paving and improving the alley between West 36th Street, West 37th Street, South Aberdeen Street and South May Street;
- Ward 19 -- Grading, paving and improving the alley between West 103rd Street, West 105th Street, South Drake Avenue and South Central Park Avenue;
- Ward 19 -- Grading, paving and improving the alley between West 112th Street, West 113th Street, South Whipple Street and South Albany Avenue;
- Ward 21 -- Grading, paving and improving the alley between West 38th Street, West 39th Street, South Elizabeth Street and South Throop Street;
- Ward 21 -- Grading, paving and improving the alley between West 90th Place, West 91st Street, South Paulina Street and C.R.I. R.R. R.O.W.;
- Ward 21 -- Grading, paving and improving the alley between West 93rd Street, West 94th Street, South Aberdeen Street and South May Street;
- Ward 21 -- Grading, paving and improving the alley between West 94th Street, West 95th Street, South Vincennes Avenue and South May Street;
- Ward 21 -- Grading, paving and improving the alley between West 97th Street, West 97th Place, South Carpenter Street and South Genoa Avenue;
- Ward 21 -- Grading, paving and improving the alley between West 102nd Street, West 103rd Street, South Sangamon Street and South Morgan Street;

- Ward 34 -- Grading, paving and improving the alley between West 109th Street, West 110th Street, South Normal Avenue and South Parnell Avenue;
- Ward 34 -- Grading, paving and improving the alley between West 110th Street, West 111th Street, South Normal Avenue and South Parnell Avenue;
- Ward 34 -- Grading, paving and improving the alley between West 110th Street, West 111th Street, South Parnell Avenue and South Wallace Street;
- Ward 36 -- Grading, paving and improving the alley between West Wellington Avenue, West George Street, C. M. & St. P. R.R. R.O.W. and North Natoma Avenue;
- Ward 41 -- Grading, paving and improving the alley between West Coyle Avenue, West Ibsen Street, North Octavia Avenue and North Odell Avenue;
- Ward 41 -- Grading, paving and improving the alley between West Devon Avenue, West Highland Avenue, North Neenah Avenue and North Natoma Avenue;
- Ward 45 -- Grading, paving and improving the alley between West Montrose Avenue, West Pensacola Avenue, Chicago, Milwaukee & St. Paul Railroad R.O.W. and North Cicero Avenue;
- Ward 50 -- Grading, paving and improving the alley between West Sherwin Avenue, West Chase Avenue, North California Avenue and North Francisco Avenue."

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A  
(CHICAGO ZONING ORDINANCE) ARTICLE 11.11-1(p)  
CONCERNING PROVISIONS AND CRITERIA  
OF PLANNED DEVELOPMENTS.

Also, a communication from Mr. Bernard Chapman of the 42nd Ward transmitting a proposed ordinance to amend Municipal Code Chapter 194A (Chicago Zoning Ordinance) Article 11.11-1(p) relating to the provisions and criteria of planned developments, which was *Referred to the Committee on Zoning.*

*Referred* -- REPEAL OF CHICAGO SKYWAY TOLLS TO PERMIT  
FREE INTERSTATE COMMERCE BETWEEN STATES  
OF ILLINOIS AND INDIANA.

Also, a communication from Mr. Edward G. Repay, President of the Hammond, Indiana Common Council transmitting a copy of Resolution Number 7117R.4 requesting Congressional representatives from the states of Illinois and Indiana, in conjunction with the Chicago City Council, to work toward abolition of the present toll system on the Chicago Skyway thereby permitting the free flow of interstate commerce between the states of Illinois and Indiana, which was *Referred to the Committee on Intergovernmental Relations*.

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*Referred* -- APPROVAL OF CYSTIC FIBROSIS FOUNDATION TAG DAY.

Also, a communication from Ms. Donna J. Janovsky, Cystic Fibrosis Foundation's Director of Campaigns, transmitting a request for approval of the Cystic Fibrosis Foundation Tag Day on August 25 and/or 26, 1989 between the hours of 8:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Finance*.

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*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 April 14, 1989) 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 February, 1989, which was *Referred to the Committee on Finance*.

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**



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

The Committee on Finance submitted the following report:

CHICAGO, April 26, 1989.

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

Your Committee on Finance recommends that the City Council pass a proposed order transmitted herewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with 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 48 through 51 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 out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third party orders printed on page 52 of this Journal.]

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

The Committee on Finance submitted a report recommending that the City Council place on file an application for a City of Chicago charitable solicitation (tag day) permit for Lions of Illinois Foundation, May 5, 1989.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said application was *Placed on File*.

CITY OF CHICAGO  
CITY COUNCIL MEETINGS

CITY COUNCIL MEETINGS OF 4/26/89

REGULAR MEETINGS

| NAME    | ***** EMPLOYEE NAME ***** | ***** GRADE ***** | ***** UNIT OR ASSIGNMENT ***** | DATE     | QUICKEN TOTAL |
|---------|---------------------------|-------------------|--------------------------------|----------|---------------|
| ALBA    | MARGARET N                | FOR ICE OFFICER   | FIFTEENTH DISTRICT             | 12/19/85 | 715.00        |
| AMMUNA  | EDWARD M                  | FOR ICE OFFICER   | FOURTH DISTRICT                | 10/03/88 | 445.10        |
| BARBERA | MICHAEL A                 | FOR ICE OFFICER   | EIGHTEENTH DISTRICT            | 3/02/74  | 6530.83       |
| AYRES   | WILLIAM F                 | FOR ICE OFFICER   | THIRD DISTRICT                 | 3/27/87  | 300.00        |
| BAIRD   | MICHAEL                   | FOR ICE OFFICER   | SECOND DISTRICT                | 10/04/88 | 257.00        |
| BARBERA | MICHAEL                   | FOR ICE OFFICER   | FOURTEENTH DISTRICT            | 11/19/88 | 523.00        |
| BARBERA | GEORGE A                  | FOR ICE OFFICER   | THIRD DISTRICT                 | 11/12/88 | 189.70        |
| BEALE   | MICHAEL Q                 | FOR ICE OFFICER   | ELEVENTH DISTRICT              | 12/20/88 | 4148.17       |
| BOYLE   | MARY                      | FOR ICE OFFICER   | SECOND DISTRICT                | 1/30/88  | 218.50        |
| BURRICK | MATTHEW                   | FOR ICE OFFICER   | EIGHTEENTH DISTRICT            | 10/02/88 | 188.25        |
| BURRICK | GARY T                    | FOR ICE OFFICER   | SEVENTEENTH DISTRICT           | 11/03/88 | 160.75        |
| BURRICK | MARCEL                    | FOR ICE OFFICER   | SEVENTEENTH DISTRICT           | 11/01/88 | 50.60         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | ENFOURTEENTH DISTRICT          | 07/15/88 | 300.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 2/09/88  | 55.00         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/21/88 | 300.50        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/08/88 | 73.50         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 9/29/88  | 4377.40       |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 09/03/88 | 40.00         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/21/88 | 275.25        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/03/88 | 205.50        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/03/88 | 240.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/03/88 | 200.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/23/88 | 59.75         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/19/88 | 513.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/23/88 | 567.50        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 2/03/88  | 54.75         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/31/88 | 1392.50       |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/13/88 | 192.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/19/88 | 85.00         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/04/88 | 85.25         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/10/88 | 284.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/23/88 | 274.25        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/11/88 | 300.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/12/88 | 105.50        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/12/88 | 205.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/05/88 | 123.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/23/88 | 807.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 3/09/88  | 595.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/13/88 | 487.50        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/10/88 | 431.05        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/14/88 | 1076.00       |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/01/88 | 1031.75       |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 10/25/88 | 177.25        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/05/88 | 305.50        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 7/25/88  | 40.00         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/15/88 | 170.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 5/21/88  | 40.00         |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 11/15/88 | 295.00        |
| BURRICK | JOHN P                    | FOR ICE OFFICER   | COMMUNICATIONS OPERATIONS SECT | 7/13/88  | 12.92         |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/26/89

REGULAR ORDERS

| EMPLOYEE NAME | KANK      | UNIT OF ASSIGNMENT              | DATE INURRED | VOUCHER TOTAL |
|---------------|-----------|---------------------------------|--------------|---------------|
| BOHRSCHNEK    | FRANK J   | FIFTEENTH DISTRICT              | 3/20/87      | 177.00        |
| CLAWARD       | MORVAI    | SECOND DISTRICT                 | 10/20/80     | 200.05        |
| FLENZ         | DANIEL G  | TWENTIETH DISTRICT              | 8/30/80      | 50.00         |
| FELDMAN       | MARSLA    | TWENTY-THIRD DISTRICT           | 6/10/80      | 184.00        |
| FRANZIN       | TUSSENEL  | TENTH DISTRICT                  | 11/08/80     | 1097.00       |
| GORDON        | GONALD J  | INTERSECTION CONTR. UNIT        | 10/06/88     | 20566.80      |
| GREENE        | ANDRE     | SEVENTH DISTRICT                | 10/09/88     | 380.00        |
| HALL          | JOH A     | THIRD DISTRICT                  | 8/11/88      | 37.00         |
| HARPER        | JYTORRE   | FIFTH DISTRICT                  | 10/19/88     | 591.16        |
| DEFRANCO      | PAUL      | ELEVENTH DISTRICT               | 10/01/88     | 554.90        |
| HICE          | WILLIAM E | TWENTY-SECOND DISTRICT          | 3/07/87      | 565.00        |
| HICKEY        | PAULICK   | ELEVENTH DISTRICT               | 10/02/88     | 112.00        |
| HILL          | CLARENCE  | TWENTYTH DISTRICT               | 10/11/88     | 54.00         |
| HINES         | JACK F    | DETECTIVE DIV AREA 2 VICINENT C | 1/13/88      | 2025.00       |
| HOEPRAR       | DANIEL T  | TENTH DISTRICT                  | 12/02/88     | 2468.50       |
| HOLDEN        | JOHN K    | FIRST DISTRICT                  | 10/04/88     | 600.50        |
| HOEHL         | JAMES     | EIGHTH DISTRICT                 | 10/29/88     | 851.00        |
| HOEHL         | ELGIN     | THIRD DISTRICT                  | 10/08/88     | 252.35        |
| HOEHL         | CHARLES   | FOURTH DISTRICT                 | 10/21/88     | 97.30         |
| HOEHL         | TERRANCE  | TWENTY-FIRST DISTRICT           | 10/04/88     | 59.90         |
| HOEHL         | LONGAYNE  | SIXTH DISTRICT                  | 10/15/88     | 119.55        |
| HOEHL         | ROY C     | TWELFTH DISTRICT                | 10/15/88     | 90.00         |
| JACOBS        | DANIEL L  | FIRST DISTRICT                  | 5/29/88      | 7659.95       |
| JACOBS        | MICHAEL R | SEVENTEENTH DISTRICT            | 8/07/88      | 288.69        |
| JACOBOWSKI    | GREGORY   | YOUTH DIVISION AREA FOUR        | 9/22/88      | 118.10        |
| JAPKA         | STEVE J   | TWENTYTH DISTRICT               | 9/27/88      | 83.00         |
| JARNSON       | PEGGY     | SIXTEENTH DISTRICT              | 9/24/87      | 660.50        |
| KAMUNISKI     | JURE M    | FIRST DISTRICT                  | 10/05/88     | 447.25        |
| KELLY         | THADDDY J | SEVENTH DISTRICT                | 11/27/88     | 1020.00       |
| KELSTING      | BRUCE     | PUBLIC TRANSPORTATION N.T.S.    | 12/30/87     | 2147.65       |
| KIMBALL       | RICHARD   | PERSONNEL DIVISION              | 10/28/88     | 204.00        |
| KOSKA         | EDBERE A  | SEVENTH DISTRICT                | 12/10/88     | 90.50         |
| KRUSHNER      | JOHN A    | FIRST DISTRICT                  | 8/10/84      | 4115.40       |
| LAFFE         | MICHAEL   | SIXTEENTH DISTRICT              | 4/23/88      | 36.00         |
| LABRIER       | MARTY C   | ELEVENTH DISTRICT               | 8/21/88      | 15.00         |
| LAZE          | RICHARD H | NAOCTIC SPECIAL ENFORCEMENT     | 5/18/88      | 720.00        |
| LAZREY        | JAMES     | SECOND DISTRICT                 | 10/16/88     | 80.00         |
| LAZREY        | HERRIS AJ | PUBLIC TRANSPORTATION N.T.S.    | 9/17/87      | 73.00         |
| LAZREY        | GAIL      | YOUTH DIVISION AREA ONE         | 6/24/88      | 6.00          |
| LAZREY        | FORIDA L  | FIFTH DISTRICT                  | 10/19/88     | 1335.15       |
| LAZREY        | PATRICK J | EIGHTH DISTRICT                 | 9/26/88      | 69.10         |
| LAZREY        | THOMAS F  | FIFTH DISTRICT                  | 10/21/88     | 1602.15       |
| LAZREY        | JAMES P   | TWENTY-FIFTH DISTRICT           | 10/20/88     | 105.25        |
| LAZREY        | GERALD H  | ELEVENTH DISTRICT               | 10/01/88     | 113.50        |
| LAZREY        | LARUELA   | ELEVENTH DISTRICT               | 1/10/87      | 95.00         |
| LAZREY        | JULIE A   | ELEVENTH DISTRICT               | 1/01/87      | 58.50         |
| LAZREY        | RONY      | SEVENTEENTH DISTRICT            | 10/21/88     | 499.07        |
| LAZREY        | ASHLEY C  | THIRD DISTRICT                  | 10/29/88     | 194.00        |
| LAZREY        | WAZIB A   | THIRTEENTH DISTRICT             | 10/29/88     | 251.50        |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/26/89

REGULAR ORDERS

| EMPLOYEE NAME    | RANK           | UNIT OF ASSIGNMENT               | DATE INJURED | VOICIEK TOTAL |
|------------------|----------------|----------------------------------|--------------|---------------|
| NAIDEN A         | POLICE OFFICER | NINTH DISTRICT                   | 9/26/88      | 65.00         |
| THOMAS F         | POLICE OFFICER | TWENTY-SECOND DISTRICT           | 9/07/88      | 300.00        |
| STANLEY          | POLICE OFFICER | FIFTEENTH DISTRICT               | 9/06/88      | 191.00        |
| RECRUIT TRAINING |                |                                  | 2/27/87      | 67.00         |
| CATHERINE        | POLICE OFFICER | TWENTY-FOURTH DISTRICT           | 10/26/88     | 1032.69       |
| TIMOTHY          | POLICE OFFICER | TWENTY-THIRD DISTRICT            | 10/05/88     | 129.50        |
| TIMOTHY          | POLICE OFFICER | SEVENTEENTH DISTRICT             | 10/15/88     | 35.00         |
| JAMES            | POLICE OFFICER | TWENTIETH DISTRICT               | 9/05/88      | 35.00         |
| NICK T           | POLICE OFFICER | NINE TEENTH DISTRICT             | 9/08/88      | 181.00        |
| ARTHUR           | POLICE OFFICER | EIGHTEENTH DISTRICT              | 10/05/88     | 259.15        |
| MICHAEL E        | POLICE OFFICER | EIGHTH DISTRICT                  | 10/23/88     | 86.00         |
| PATRICK          | POLICE OFFICER | ELEVENTH DISTRICT                | 10/05/88     | 150.00        |
| ALFRED A         | POLICE OFFICER | THIRTEENTH DISTRICT              | 10/31/88     | 232.00        |
| GERALDINE        | POLICE OFFICER | ELEVENTH DISTRICT                | 10/11/88     | 505.50        |
| ROBERT T         | POLICE OFFICER | CARRIE UNIT                      | 10/14/88     | 75.00         |
| JAMES            | POLICE OFFICER | TWELFTH DISTRICT                 | 10/28/88     | 830.00        |
| THOMAS F         | POLICE OFFICER | FOURTH DISTRICT                  | 10/16/88     | 2550.91       |
| ARTHUR           | POLICE OFFICER | NINE TEENTH DISTRICT             | 11/04/88     | 78.00         |
| PETER A          | POLICE OFFICER | SEVENTEENTH DISTRICT             | 10/29/88     | 122.25        |
| EDWARD J         | POLICE OFFICER | SEVENTEENTH DISTRICT             | 7/20/77      | 104.00        |
| WILLIAM          | POLICE OFFICER | PUBLIC HOUSING DIVISION-SOUTH    | 10/30/88     | 148.50        |
| MALHEMAN J       | POLICE OFFICER | TWENTY-THIRD DISTRICT            | 6/06/87      | 85.00         |
| DIANE L R        | POLICE OFFICER | FOURTH DISTRICT                  | 10/30/88     | 741.50        |
| MARK W           | POLICE OFFICER | TWENTY-SECOND DISTRICT           | 10/12/88     | 231.89        |
| JACKIE           | POLICE OFFICER | TWENTY-THIRD DISTRICT            | 2/15/89      | 1090.50       |
| DANIEL J         | POLICE OFFICER | SIXTH DISTRICT                   | 1/14/83      | 1273.00       |
| VALENT           | POLICE OFFICER | NINTH DISTRICT                   | 9/10/76      | 281.00        |
| ALFRED J         | POLICE OFFICER | THIRTEENTH DISTRICT              | 10/20/88     | 117.00        |
| ROBERT K         | POLICE OFFICER | NINTH DISTRICT                   | 10/30/88     | 151.00        |
| EDWARD           | POLICE OFFICER | SECOND DISTRICT                  | 10/04/88     | 397.00        |
| MARY             | POLICE OFFICER | TWENTY-FOURTH DISTRICT           | 10/14/88     | 117.00        |
| GUSTIN           | POLICE OFFICER | THIRTEENTH DISTRICT              | 10/12/88     | 624.00        |
| MICHAEL J        | POLICE OFFICER | THIRTEENTH DISTRICT              | 10/02/88     | 117.00        |
| SEAN J           | POLICE OFFICER | PUBLIC TRANSPORTATION N.T.S.     | 10/21/88     | 1441.90       |
| JERRY E          | POLICE OFFICER | FIRST DISTRICT                   | 10/06/88     | 1458.50       |
| KEITH            | POLICE OFFICER | NINTH DISTRICT                   | 10/16/88     | 1494.70       |
| GARY H           | POLICE OFFICER | SEVENTH DISTRICT                 | 10/20/88     | 636.00        |
| EDWARD J         | POLICE OFFICER | GANG CRIMES ENFORCEMENT DIVISION | 10/19/88     | 5151.00       |
| LOUIS            | POLICE OFFICER | TWENTIETH DISTRICT               | 10/03/88     | 1827.51       |
| LOUIS            | POLICE OFFICER | DETECTIVE DIV AREA 1 PROPERTY    | 3/04/88      | 1254.00       |
| LOUIS            | POLICE OFFICER | PROPERTY                         | 1/28/89      | 1361.00       |
| WILLIAM          | POLICE OFFICER | ENGINE COMPANY 47                | 2/03/85      | 640.00        |
| CELANO           | POLICE OFFICER | DISTRICT 131 DIV 2               | 7/21/87      | 1242.50       |
| JAMES            | POLICE OFFICER | ENGINE COMPANY 80                | 8/26/88      | 444.50        |
| JAMES            | POLICE OFFICER | AMBULANCE 17                     | 6/13/88      | 450.00        |
| LOUIS            | POLICE OFFICER | AMBULANCE 33                     | 1/02/88      | 50.00         |
| WILLIAM          | POLICE OFFICER | ENGINE COMPANY 95                | 10/21/88     | 6441.60       |
| ROBERT           | POLICE OFFICER | PROPERTY                         | 10/14/88     | 500.00        |
| ROBERT           | POLICE OFFICER | PROPERTY 35                      | 10/11/87     | 1389.40       |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/26/89

REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** JOB ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INCURRED | AMOUNT   |
|---------------------------|-----------------|--------------------------------|---------------|----------|
| LEBE                      | 1100 ISS        | TRUCK 10                       | 7/14/86       | 17315.43 |
| FURBERG                   | LEBOHY          | AMBULANCE 21                   | 4/06/80       | 329.50   |
| LORE                      | CRAYO           | ENGINE COMPANY 50              | 5/03/80       | 715.70   |
| GRAYZ                     | FREIDERICK      | ENGINE COMPANY 173             | 12/20/87      | 133.00   |
| BRUEF                     | WENNER          | AMBULANCE 15                   | 11/15/86      | 1009.30  |
| BRUEF                     | JOHNS           | AMBULANCE 41                   | 4/10/87       | 1030.00  |
| BRUEF                     | ROBERT A        | ENGINE COMPANY 112             | 4/04/80       | 7430.45  |
| BRUEF                     | JACQUES P       | EMS DISTRICT 1 DEPARTMENT 4 B  | 6/06/80       | 1075.67  |
| LABRETT                   | RICHMOND        | ENGINE COMPANY 95              | 2/11/84       | 100.00   |
| LABRETT                   | WALTER          | FIRE PREVENTION                | 5/26/80       | 1519.00  |
| LABRETT                   | ROBERT          | ENGINE COMPANY 79              | 10/07/87      | 55.00    |
| LABRETT                   | GEORGE          | ENGINE COMPANY 55              | 1/16/87       | 42.20    |
| LABRETT                   | BRUCE           | ENGINE COMPANY 54              | 7/26/80       | 700.00   |
| LABRETT                   | GEORGE          | ENGINE COMPANY 95              | 2/11/86       | 173.00   |
| LABRETT                   | WILLIAM         | ENGINE COMPANY 1742            | 3/20/71       | 624.92   |
| LABRETT                   | RICHARD         | TRUCK 7                        | 1/02/82       | 594.00   |
| LABRETT                   | WALTER          | EMS DISTRICT 5 DEPARTMENT 4 B  | 4/13/87       | 3520.19  |
| LABRETT                   | WALTER          | AMBULANCE 24                   | 2/25/87       | 4160.50  |
| LABRETT                   | WALTER          | AMBULANCE B                    | 5/03/80       | 5334.40  |
| LABRETT                   | ROBERT          | TRUCK 1                        | 7/27/86       | 1712.00  |
| LABRETT                   | RICHARD         | ENGINE COMPANY 70              | 1/10/87       | 60.55    |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/26/89

THIRD PARTY ORDERS

| EMPLOYEE NAME | ASSIGNED | POLICE OFFICER | MARK UNIT OF ASSIGNMENT    | DATE     | NUMBER TOTAL |
|---------------|----------|----------------|----------------------------|----------|--------------|
| ADAMS         | ROBERT E | POLICE OFFICER | SEVENTH DISTRICT           | 12/30/80 | 315,00       |
| ADAMS         | ROBERT T | POLICE OFFICER | DETACHED SERVICES DISTRICT | 10/17/80 | 174,50       |
| ADAMS         | ROBERT   | POLICE OFFICER | AUTOMOTIVE TOURS SECTION   | 11/19/85 | 297,30       |
| ADAMS         | ROBERT   | POLICE OFFICER | TENTH DISTRICT             | 2/02/85  | 064,25       |
| ADAMS         | OSYDE C  | POLICE OFFICER | NINTH DISTRICT             | 12/31/80 | 1954,70      |
| ADAMS         | CLARENCE | POLICE OFFICER | TWENTH DISTRICT            | 10/12/80 | 704,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-SECOND DISTRICT     | 11/03/80 | 201,50       |
| ADAMS         | ROBERT   | POLICE OFFICER | TENTH DISTRICT             | 5/29/81  | 55,00        |
| ADAMS         | DAVID E  | POLICE OFFICER | ENFORCEMENT SECTION        | 7/04/80  | 2120,50      |
| ADAMS         | ROBERT   | POLICE OFFICER | DETECTIVE DIVISION 3       | 5/29/85  | 065,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | DETECTIVE DIVISION 2       | 2/07/80  | 40,00        |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-FIRST DISTRICT      | 0/14/87  | 450,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-THIRD DISTRICT      | 3/17/87  | 422,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-THIRD DISTRICT      | 9/19/80  | 230,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | RECRUIT TRAINING           | 9/22/80  | 200,79       |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-THIRD DISTRICT      | 9/01/80  | 150,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | CHARGE LAW ENFORCEMENT     | 11/06/85 | 175,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | ELEVENTH DISTRICT          | 10/20/80 | 676,60       |
| ADAMS         | ROBERT   | POLICE OFFICER | ELEVENTH DISTRICT          | 9/23/80  | 12951,13     |
| ADAMS         | ROBERT   | POLICE OFFICER | ELEVENTH DISTRICT          | 10/22/80 | 215,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | YOUTH DIVISION             | 7/22/80  | 873,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | INTERSECTION CONTROL UNIT  | 10/20/80 | 120,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | FIRST DISTRICT             | 9/09/80  | 305,25       |
| ADAMS         | ROBERT   | POLICE OFFICER | FIRST DISTRICT             | 9/11/80  | 402,50       |
| ADAMS         | ROBERT   | POLICE OFFICER | NINTH DISTRICT             | 10/21/80 | 1750,00      |
| ADAMS         | ROBERT   | POLICE OFFICER | FIRST DISTRICT             | 10/03/80 | 132,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-FOURTH DISTRICT     | 10/01/80 | 322,24       |
| ADAMS         | ROBERT   | POLICE OFFICER | FOURTEENTH DISTRICT        | 12/03/87 | 48,00        |
| ADAMS         | ROBERT   | POLICE OFFICER | PUBLIC TRAINING DIVISION   | 12/20/87 | 544,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | FIFTH DISTRICT             | 9/22/80  | 475,50       |
| ADAMS         | ROBERT   | POLICE OFFICER | ELEVENTH DISTRICT          | 9/21/80  | 1007,00      |
| ADAMS         | ROBERT   | POLICE OFFICER | SEVENTEENTH DISTRICT       | 11/23/80 | 25,650,00    |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-SECOND DISTRICT     | 9/07/80  | 220,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-SECOND DISTRICT     | 10/23/80 | 146,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | SIXTEENTH DISTRICT         | 11/06/87 | 40,00        |
| ADAMS         | ROBERT   | POLICE OFFICER | TRAFFIC DIVISION           | 10/10/80 | 1023,20      |
| ADAMS         | ROBERT   | POLICE OFFICER | ROAD AND ASHTRAY SECTION   | 10/00/80 | 172,125      |
| ADAMS         | ROBERT   | POLICE OFFICER | ROADS DIVISION             | 6/26/87  | 286,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-FIFTH DISTRICT      | 9/17/80  | 9458,50      |
| ADAMS         | ROBERT   | POLICE OFFICER | TWENTY-SECOND DISTRICT     | 12/13/80 | 061,50       |
| ADAMS         | ROBERT   | POLICE OFFICER | SIXTH DISTRICT             | 9/16/80  | 370,90       |
| ADAMS         | ROBERT   | POLICE OFFICER | TENTH DISTRICT             | 10/10/80 | 401,00       |
| ADAMS         | ROBERT   | POLICE OFFICER | DISTRICT SECTION           | 7/22/80  | 275,70       |
| ADAMS         | ROBERT   | POLICE OFFICER | TRUCK                      | 9/01/80  | 372,00       |

## COMMITTEE ON STREETS AND ALLEYS.

APPROVAL OF GRANTS OF PRIVILEGE FOR SIDEWALK  
CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys submitted the following report:

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* fifty-three proposed ordinances transmitted herewith (referred on March 3 and 29, 1989) to maintain and use portions of the public way for sidewalk cafes adjacent to specified premises.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

On separate motions made by Alderman Levar, each of the said proposed ordinances transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldweil, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*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):



*Alexanders American Grill, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Alexanders American Grill, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way as a sidewalk cafe adjacent to its premises located at 217 West Huron Street. Said sidewalk cafe shall be one hundred two (102) feet in length and twelve (12) feet seven (7) inches in width for a total of one thousand four hundred thirty (1,430) square feet and shall begin ten (10) feet from the face of the curb line along West Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 9:00 P.M.

Compensation: \$973.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*The Bagel Bakery Limited Partnership (Doing Business  
As Jacobs Bros. Bagels).*

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

SECTION 1. Permission and authority are hereby given and granted to The Bagel Bakery Limited Partnership, doing business as Jacobs Bros. Bagels, 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 53 West Jackson Boulevard. Said sidewalk cafe area shall be one hundred (100) feet in length and shall be six (6) feet four (4) inches in width for a total of six hundred thirty-three (633) square feet and shall begin nine (9) feet from the face of the curb line along South Dearborn Street. The compensation for the 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 8:00 P.M.

Compensation: \$887.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Bistro Restaurant Corporation (Doing Business As  
Bistro 110).*

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

SECTION 1. Permission and authority are hereby given and granted to Bistro Restaurant Corporation, doing business as Bistro 110, 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 known as 110 East Pearson Street. Said sidewalk cafe shall be thirty-five (35) feet in length and fifteen (15) feet in width for a total of five hundred twenty-five (525) square feet and shall begin eight (8) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 10:30 A.M. to 11:00 P.M.

Monday through Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: \$945.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramsnop 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 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, Bureau of Asset Management.

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*Boudin International, Incorporated (Doing Business As  
Boudin Bakery).*

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

SECTION 1. Permission and authority are hereby given and granted to Boudin International, Incorporated, doing business as Boudin Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 20 North Michigan Avenue. Said sidewalk cafe area shall be eleven (11) feet in length and fourteen (14) feet in width for a total of one hundred ten (110) inches from the face of the curb line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 3:00 A.M. to 7:00 P.M.

Saturday, 3:00 A.M. to 5:00 P.M.

Compensation: \$598.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Chalet International, Limited (Doing Business As  
The Chalet).*

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

SECTION 1. Permission and authority are hereby given and granted to Chalet International, Limited, doing business as The Chalet 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 40 East Delaware Place. Said sidewalk cafe shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin eleven (11) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 12:00 Noon to 6:00 P.M.

Monday through Saturday, 10:00 A.M. to 8:00 P.M.

Compensation: \$486.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*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 (26) 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 for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*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 (1,000) 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:

Monday through Saturday, 11:00 A.M. to 12:00 Midnight  
Sunday, 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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*Five Bees Restaurant, Limited (Doing Business As  
Chris-A Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Five Bees Restaurant, Limited, doing business as Chris-A 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 201 East Grand Avenue. Said sidewalk cafe areas shall be fifty-two (52) feet in length and ten (10) feet in width and sixteen (16) feet in length and five (5) feet in width, respectively, for a total of six hundred (600) square feet and shall begin five (5) feet from the face of the curb line along North Sinclair Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 7:00 A.M. to 4:00 P.M.

Monday through Saturday, 7:00 A.M. to 11:00 P.M.

Compensation: \$1,080.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Flapjaw's Saloon Limited.*

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

SECTION 1. Permission and authority are hereby given and granted to Flapjaw's Saloon Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 22 East Pearson Street. Said sidewalk cafe area shall be forty-three (43) feet in length and thirteen (13) feet six (6) inches in width for a total of five hundred eighty-one (581) square feet and shall begin ten (10) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 11:00 P.M.  
Sunday 10:00 A.M. to 11:00 P.M.

Compensation: \$1,046.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Mr. Peter Georgiou (Doing Business As P. K.'s Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Peter Georgiou, doing business as P. K.'s Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to his property located at 659 North State Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and fifteen (15) feet in width for a total of five hundred twenty-five (525) square feet and shall begin five (5) feet from the face of the curb line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 4:30 P.M.

Compensation: \$945.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*GLD, Incorporated (Doing Business As The Four Farthings Tavern).*

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

SECTION 1. Permission and authority are hereby given and granted to GLD, Incorporated, doing business as The Four Farthings Tavern, 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 2060 North Cleveland Avenue. Said sidewalk cafe area Number 1 shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along North Cleveland Avenue in line with tree grates. Said sidewalk cafe area Number 2 shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along West Dickens Street 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, 11:00 A.M. to 9:30 P.M.

Compensation: \$756.00

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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Glen Rose Corporation (Doing Business As  
Zinfandelis Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Glen Rose Corporation, doing business as Zinfandelis 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 6120 North Broadway. Said sidewalk cafe shall be twenty-seven (27) feet in length and twelve (12) feet in width for a total of three hundred twenty-four (324) square feet and shall begin eight feet six inches (8' 6") from the



face of the curb along North Broadway. Compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: \$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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Gourmand, Incorporated (Doing Business As  
Gourmand Coffee And Tea).*

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

SECTION 1. Permission and authority are hereby given and granted to Gourmand, Incorporated, doing business as Gourmand Coffee and Tea, 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 731 South Plymouth Court. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet in width for a total of three hundred (300) square feet and shall be two (2) feet from the face of the curb line along West Polk Street and shall allow six (6) feet of space along the sidewalk area for pedestrian flow. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 3:00 A.M. to 10:00 P.M.  
Saturday and Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$420.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*Govnor's Pub, Incorporated (Doing Business As  
Govnor's Pub).*

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

SECTION 1. Permission and authority are hereby given and granted to Govnor's Pub, Incorporated, doing business as Govnor's Pub, 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 207 North State Street. Said sidewalk cafe area shall be twenty-two (22) feet in length and eleven (11) feet in width for a total of two hundred forty-two (242) square feet and shall begin twelve (12) feet seven (7) inches 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 Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$939.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*Hawkeye's Bar And Grill, Incorporated (Doing Business As  
Hawkeye's Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Hawkeye's Bar and Grill, Incorporated, doing business as Hawkeye's Bar and Grill, 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 1458 West Taylor Street. Said sidewalk cafe shall be fifty-six (56) feet in length and eight (8) feet in width for a total of four hundred forty-eight (448) square feet and shall begin five (5) feet from the face of the curb line along South Laflin Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.  
Sunday, 12:00 A.M. to 11:00 P.M.

Compensation: \$305.00

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Jamie's Restaurant, Incorporated (Doing Business As  
Santa Fe Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Jamie's Restaurant, Incorporated, doing business as Santa Fe 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 800 North Dearborn Street. Said sidewalk cafe area shall be twenty-nine (29) feet in length and thirteen (13) feet in width for a total of three hundred seventy-seven (377) square feet and shall begin eleven (11) feet back from face of curb along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 3:00 P.M. to 10:00 P.M.

Monday through Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: \$679.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 6, 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 \$1,000,000.00 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 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, Bureau of Asset Management.

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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 at 10701 South Hale Avenue. Along South Hale Avenue said sidewalk cafe area number one shall be forty (40) feet in length and eight (8) feet in width and area number two 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, 3:00 A.M. to 9:00 P.M.  
Sunday, 3:00 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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Jessica's Partnership (Doing Business As Scoozi).*

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

SECTION 1. Permission and authority are hereby given and granted to Jessica's Partnership, doing business as Scoozi, 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 410 West Huron Street. Said sidewalk cafe area shall be eighty (80) feet in length and ten (10) feet nine (9) inches in width for a total of eight hundred sixty (860) square feet and shall begin five (5) feet seven (7) inches from the face of the curb line along West Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:30 A.M. to 10:30 P.M.  
Saturday and Sunday, 5:00 P.M. to 10:30 P.M.

Compensation: \$585.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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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 Avenue. Said sidewalk cafe area number one shall be thirty-seven (37) feet in length and five (5) feet in width, for a total of one hundred eighty-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 two 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, 11:00 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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Mr. Peter Koliatsis (Doing Business As  
Pearson'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 Peter Koliatsis, doing business as Pearson'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 for a sidewalk cafe adjacent to his premises located at 829 North State Street. Said sidewalk cafe area shall be thirty-six (36) feet in length and seventeen (17) feet in width for a total of six hundred twelve (612) square feet and shall begin six (6) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 3:00 A.M. to 10:00 P.M.

Compensation: \$1,102.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramsnop 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 dramsnop 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 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, Bureau of Asset Management.

*Mr. Jim Kontas (Doing Business As  
Tempo Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Jim Kontas, doing business as Tempo Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at One East Chestnut Street. Said sidewalk cafe area number one shall be twenty (20) feet in length and fourteen (14) feet in width and area number two shall be twenty-two (22) feet in length and fourteen (14) feet in width for a total of six hundred (600) square feet and shall begin six (6) feet from the face of the curb line along East Chestnut Street. 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 10:00 P.M.

Compensation: \$1,080.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Leona's Pizzeria, Incorporated (Doing Business  
As Leona's).*

*(3215 North Sheffield Avenue)*

*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 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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Leona's Pizzeria, Incorporated (Doing Business As  
Leona's Pizzeria).*

*(6935 North Sheridan Road)*

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

SECTION 1. Permission and authority are hereby given and granted to Leona's Pizzeria, Incorporated, doing business as Leona's Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 6935 North Sheridan Road. Said sidewalk cafe area shall be ninety (90) feet in length and twenty (20) feet in width for a total of eighteen hundred (1,800) square feet and shall have seven (7) feet of clear space from seats to building along West Morse 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: \$1,224.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramsnop 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 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, Bureau of Asset Management.

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*Levy Management (Huron) Corporation (Doing Business  
As Randall's Ribhouse).*

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

SECTION 1. Permission and authority are hereby given and granted to Levy Management (Huron) Corporation, doing business as Randall's Ribhouse, 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 41 East Superior Street. Said sidewalk cafe area shall be one hundred thirty-two (132) feet in length and nine (9) feet in width for a total of one thousand one hundred eighty-eight (1,188) square feet and shall begin eleven (11) feet nine (9) inches from the face of the curb line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 10:30 A.M. to 11:00 P.M.

Monday through Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: \$2,139.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Malnati's River North, Incorporated (Doing Business As  
Lou Malnati's Pizza).*

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

SECTION 1. Permission and authority are hereby given and granted to Malnati's River North, Incorporated, doing business as Lou Malnati's Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 439 North Wells Street. Said sidewalk cafe area shall be nine (9) feet and nine (9) feet in length and eight (8) feet six (6) inches, and nine (9) feet six (6) inches in width for a total of one hundred sixty-two (162) square feet and shall begin six (6) feet back from face of curb 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 9:00 P.M.

Compensation: \$300.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Mama Mia North Loop Partnership (Doing Business As  
Mama Mia Pasta).*

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

SECTION 1. Permission and authority are hereby given and granted to Mama Mia North Loop Partnership, doing business as Mama Mia Pasta, 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 195 North Dearborn Street. Said sidewalk cafe area shall be eighty-five (85) feet in length and nine (9) feet six (6) inches in width for a total of seven hundred fifty-three point five (753.5) square feet and shall begin seven (7) feet from the face of the curb line along North Dearborn Street. 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 9:00 P.M.

Saturday, 11:00 A.M. to 8:00 P.M.

Compensation: \$2,924.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.



*Melrose Corporation (Doing Business As Melrose Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Melrose Corporation, doing business as Melrose Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3233 North Broadway. Said sidewalk cafe area shall be forty-five (45) feet in length and ten (10) feet in width for a total of four hundred fifty (450) square feet and shall begin seven (7) feet from the face of the curb line along West Melrose Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight.

Compensation: \$450.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*Milito Limited (Doing Business As  
Orso'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 Milito Limited, doing business as Orso'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 for a sidewalk cafe adjacent to its premises located at 1401 North Wells Street. Said sidewalk cafe shall be thirteen (13) feet in length and seven (7) feet in width for a total of ninety-one (91) square feet and shall begin nine feet and one inch (9' 1") from the face of the curb 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 Friday, 11:00 A.M. to 9:00 P.M.  
Saturday and Sunday, Noon 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 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*Moe's Corned Beef Cellar (Doing Business As  
Moe's Deli Pub).*

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

SECTION 1. Permission and authority are hereby given and granted to Moe's Corned Beef Cellar, doing business as Moe's Deli Pub, 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 611 North Rush Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and seven (7) feet in width for a total of one hundred ninety-six (196) square feet and shall begin eight (8) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 6:30 A.M. to 10:30 P.M.  
Saturday, 7:30 A.M. to 4:30 P.M.

Compensation: \$353.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Mondelli's Lounge, Incorporated (Doing Business  
As Mondelli's).*

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

SECTION 1. Permission and authority are hereby given and granted to Mondelli's Lounge, Incorporated, doing business as Mondelli's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 7 East Oak Street. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet in width for a total of three hundred (300) square feet and shall begin seven (7) feet from the face of the curb line along East Oak Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$540.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Mort's Delicatessen, Incorporated (Doing Business  
As Mort's Deli).*

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

SECTION 1. Permission and authority are hereby given and granted to Mort's Delicatessen, Incorporated, doing business as Mort's Deli, 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 159 North Wabash Avenue. Said sidewalk cafe area shall be sixty (60) feet in length and fourteen (14) feet in width for a total of eight hundred forty (840) square feet and

shall begin eight (8) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 7:00 P.M.

Compensation: \$3,260.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*A New Age (Doing Business As Quadrant).*

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

SECTION 1. Permission and authority are hereby given and granted to A New Age, doing business as Quadrant, 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 406 North Clark Street. Said sidewalk cafe area shall be twenty-two point five (22.5) feet in length and nine (9) feet in width, for a total of two hundred two point five (202.5) square feet and shall begin seven (7) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 6:00 P.M.

Compensation: \$365.00

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*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 for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 8:00 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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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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 adjacent to its premises located at 1240 North Wells Street. Said sidewalk cafe shall be seventy-two (72) feet in length and eight (8) feet in width 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, 11:30 A.M. to 10:00 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, 1989.



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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Peter Morton's Father's Place, Incorporated (Doing  
Business As Arnie's Sidewalk Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Peter Morton's Father's Place, Incorporated, doing business as Arnie's Sidewalk Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way as a sidewalk cafe adjacent to its premises located at 1050 North State Street. Said sidewalk cafe area shall be forty (40) feet in length and eight (8) feet in width for a total of three hundred twenty (320) square feet and shall begin fourteen (14) feet from the face of the curb line along West Maple 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: \$576.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Pizzeria Uno, Incorporated (Doing Business As  
Pizzeria Uno).*

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

SECTION 1. Permission and authority are hereby given and granted to Pizzeria Uno, Incorporated, doing business as Pizzeria Uno, 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 29 East Ohio Street. Said sidewalk cafe area shall be thirty (30) feet in length and three (3) feet in width for a total of ninety (90) square feet and shall begin ten (10) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe, shall be as follows:

Tuesday through Saturday, 11:30 A.M. to 11:00 P.M.  
Monday, 4:00 P.M. to 11:00 P.M.  
Sunday, 1:00 P.M. to 9:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Mr. Gary J. Rito (Doing Business As  
The Ice Cream Club).*

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

SECTION 1. Permission and authority are hereby given and granted to Gary J. Rito, doing business as The Ice Cream Club, 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 his premises located at 32 East Oak Street. Said sidewalk cafe areas shall be five (5) feet in length and five (5) in width, and ten (10) feet in length and five (5) feet in width, respectively, for a total of seventy-five (75) square feet and shall begin thirteen (13) feet from the face of the curb line along East Oak Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.



*River North Cafe, Incorporated (Doing Business  
As River North Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to River North Cafe, Incorporated, doing business as River North 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 750 North Franklin Street. Said sidewalk cafe area shall be fifty-three (53) feet in length and five (5) feet in width for a total of two hundred sixty-five (265) square feet and the tables of said sidewalk cafe shall be aligned with the center of tree grates along North Franklin Street. 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 6:30 P.M.

Saturday, 11:00 A.M. to 6:30 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Ronny's IV Corporation (Doing Business As  
Carlos & Ronny's).*

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

SECTION 1. Permission and authority are hereby given and granted to Ronny's IV Corporation, doing business as Carlos & Ronny'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 220 South State Street. Said sidewalk cafe area shall be thirteen (13) feet in length and twenty (20) feet in width for a total of two hundred sixty (260) square feet and shall be located in the public area known as Quincy Court. 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 8:00 P.M.

Compensation: \$364.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 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, Bureau of Asset Management.

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*Salvino's Enterprises, Incorporated (Doing Business As  
Chicago Style Pizza And Eatery).*

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

SECTION 1. Permission and authority are hereby given and granted to Salvino's Enterprises, Incorporated, doing business as Chicago Style Pizza and Eatery, 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 120 South Michigan Avenue. Said sidewalk cafe area shall be seventeen (17) feet eight (8) inches in length and nineteen (19) feet six (6) inches in width for a total of three hundred forty-four (344) square feet and shall begin twelve (12) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,335.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Sammie's Restaurant, Incorporated (Doing Business As  
Sammie'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 Sammie's Restaurant, Incorporated, doing business as Sammie'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 for a sidewalk cafe adjacent to its premises located at 1139 North State Street. Said sidewalk cafe area shall be thirty-six (36) feet in length and ten (10) feet in width for a total of three hundred sixty (360) square feet and shall have a minimum of six (6) feet six (6) inches of clear space for pedestrian flow. 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: \$648.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*The 2nd Coast, Incorporated (Doing Business  
As The 3rd Coast).*

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

SECTION 1. Permission and authority are hereby given and granted to The 2nd Coast, Incorporated, doing business as The 3rd Coast, 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 888 North Wabash Avenue. Said sidewalk cafe area shall be thirty-eight (38) feet six (6) inches in length and ten (10) feet in width for a total of three hundred eighty-five (385) square feet and shall begin nine (9) feet back from face of curb along East Delaware Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 7:00 A.M. to 11:00 P.M.

Saturday and Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$693.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Some Like It Hot Limited Partnership (Doing Business  
As Hat Dance).*

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

SECTION 1. Permission and authority are hereby given and granted to Some Like It Hot Limited Partnership, doing business as Hat Dance, 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 325 West Huron Street. Said sidewalk cafe area shall be thirty-six (36) feet in length and nine (9) feet in width for a total of three hundred twenty-four (324) square feet and shall begin seven (7) feet from the face of the curb line along West Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 10:30 P.M.  
Friday and Saturday, 11:30 A.M. to 11:00 P.M.  
Sunday, 10:00 A.M. to 10:30 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Speedy Ennui, Incorporated (Doing Business  
As Speedy Ennui).*

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

SECTION 1. Permission and authority are hereby given and granted to Speedy Ennui, Incorporated, doing business as Speedy Ennui, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 6981 North Sheridan Road. Said sidewalk cafe area shall be twenty (20) feet in length and eighteen (18) feet in width for a total of three hundred sixty (360) square feet and shall have six (6) feet of clear space for pedestrian flow along West Lunt Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe are as follows:

Sunday through Thursday, 8:00 A.M. to 10:00 P.M.

Friday and Saturday, 8:00 A.M to 12:00 Midnight.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*S.S.S. Limited (Doing Business As Moti Mahal Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to S.S.S. Limited, doing business as Moti Mahal Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 2525 West Devon Avenue. Said sidewalk cafe area shall be sixty-four (64) feet in length and ten (10) feet in width for a total of six hundred forty (640) square feet and shall begin five (5) feet from the face of the curb line along North Maplewood Avenue. 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: \$436.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

*State Street Deli, Incorporated (Doing Business As  
State Street Deli).*

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

SECTION 1. Permission and authority are hereby given and granted to State Street Deli, Incorporated, doing business as State Street Deli, 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 448 North State Street. Said sidewalk cafe shall be twenty-five (25) feet in length and eight (8) feet in width for a total of two hundred (200) square feet and shall begin eight (8) feet from the face of the curb along West Illinois Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 9:30 A.M. to 11:00 P.M.

Compensation: \$360.00

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Twenty-one, Incorporated (Doing Business As  
Sean Alcock'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 Twenty-one, Incorporated, doing business as Sean Alcock'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 adjacent to its premises located at 404 South Wells Street. Said sidewalk cafe shall be twenty-three (23) feet in length and twelve (12) feet in width for a total of two hundred seventy-six (276) square feet and shall begin seven (7) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 12:00 Midnight.

Compensation: \$387.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Uzdawinis And Kobayashi, Incorporated (Doing  
Business As Cafe Selmarie).*

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

SECTION 1. Permission and authority are hereby given and granted to Uzdawinis and Kobayashi, Incorporated, doing business as Cafe Selmarie, 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 2327 West Giddings Plaza. Said sidewalk cafe shall be twenty-five (25) feet in length and twenty (20) feet in width for a total of five hundred (500) square feet and shall begin twelve (12) feet six (6) inches from the face of the building along West Giddings Plaza. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 10:00 A.M. to 8:00 P.M.

Tuesday through Saturday, 10:00 A.M. to 10:00 P.M.

Compensation: \$340.00

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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Via Veneto, Incorporated (Doing Business As Via Veneto Ristorante).*

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

SECTION 1. Permission and authority are hereby given and granted to Via Veneto, Incorporated, doing business as Via Veneto Ristorante, 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 3449 West Peterson Avenue. Said sidewalk cafe area shall be fifteen (15) feet in length and twenty (20) feet in width for a total of three hundred (300) square feet and shall begin five (5) feet from the face of the curb line along West Peterson Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:30 A.M. to 10:30 P.M.

Saturday, 4:00 P.M. to 11:00 P.M.

Sunday, 3:00 P.M. to 10:00 P.M.

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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*West Egg Cafe.*

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

SECTION 1. Permission and authority are hereby given and granted to West Egg 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 620 North Fairbanks Court. Said sidewalk cafe area shall be thirty-one (31) feet in length and eleven (11) feet in width for a total of three hundred twenty-six (326) square feet and shall begin six (6) feet from the face of the curb line along East Ontario Street. 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.

Friday and Saturday, 8:00 A.M. to 10:00 P.M.

Sunday, 8:00 A.M. to 4:00 P.M.

Compensation: \$587.00

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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*Whitemont Management Corporation (Doing  
Business As Cricket's).*

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

SECTION 1. Permission and authority are hereby given and granted to Whitemont Management Corporation, doing business as Cricket'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 100 East Chestnut Street. Said sidewalk cafe area shall be eighteen (18) feet in length and four (4) feet in width, six (6) feet in length and six (6) feet in width, six (6) feet in length and six (6) feet in width, and ten (10) feet in length and six (6) feet in width, respectively, for a total of two hundred four (204) square feet and shall begin five (5) feet from the face of the curb line along East Chestnut Street. The compensation for said space and the days and hours of operations for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$368.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including, November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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*209 West Lake Street Partnership (Doing Business As  
Primavera, Limited; Pago Pago V; And  
Pago Pago VI).*

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

SECTION 1. Permission and authority are hereby given and granted to 209 West Lake Street Partnership, doing business as Primavera, Limited; Pago Pago V; and Pago Pago VI, 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 209 West Lake Street. Said sidewalk cafe area shall be twelve (12) feet in length and five (5) feet in width for a total of sixty (60) square feet and shall begin eleven (11) feet from the face of the curb line along West Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 6:30 P.M.  
Sunday, 11:00 A.M. to 3:00 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, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.



*1028 North Rush Street Corporation (Doing  
Business As Sweetwater).*

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

SECTION 1. Permission and authority are hereby given and granted to 1028 North Rush Street Corporation, doing business as Sweetwater, 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 1028 North Rush Street. Said sidewalk cafe area shall be fifty-four (54) feet in length and three (3) feet in width for a total of one hundred sixty-two (162) square feet and shall begin nine (9) feet from the face of the curb line along East Bellevue Place. 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, 10:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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 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, Bureau of Asset Management.

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APPROVAL OF GRANT OF PRIVILEGE FOR SIDEWALK CAFE  
LOCATED AT 116 SOUTH MICHIGAN AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, April 10, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 29, 1989) to Mama Mia Pasta Michigan Avenue Partnership, doing business as Mama Mia Pasta, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 116 South Michigan Avenue.

Monday through Saturday, 11:00 A.M. to 9:00 P.M.  
Sunday (June through September), 11:00 A.M. to 9:00 P.M.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Steele, 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, O'Connor, 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.

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

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Mama Mia Pasta Michigan Avenue Partnership, doing business as Mama Mia Pasta, 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 116 South Michigan Avenue. Said sidewalk cafe area shall be twenty-one (21) feet in length and eighteen (18) feet in width for a total of three hundred seventy-eight (378) square feet and shall begin twelve (12) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 9:00 P.M.

Sunday (June through September), 11:00 A.M. to 9:00 P.M.

Compensation: \$1,467.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1989, through and including November 1, 1989.

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 \$1,000,000.00 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, Bureau of Asset Management.

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AMENDMENT TO GRANT OF PRIVILEGE FOR AMERICAN  
NATIONAL BANK AND TRUST COMPANY, AS  
TRUSTEE, UNDER TRUST 32205.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on February 16, 1989) for American National Bank and Trust Company, as Trustee, U/T 32205, be and the same is hereby amended by striking out as printed Section 1 and inserting in lieu thereof:

Section 1. Permission and authority are hereby given and granted to West Bank Atrium Limited Partnership upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a steel chimney adjacent to its premises located at 311 North Desplaines Street and described as follows: Said steel chimney shall be seven feet in diameter and approximately 92 feet in height. Authority for the above named privilege is herein given and granted for a period of five years from and after July 29, 1987.

This ordinance passed the City Council on July 29, 1987, page 2834, Council Journal.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on September 29, 1987, page 2834, Council Journal granting permission to American National Bank and Trust Company as trustee, U/T 32205, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed Section 1 and inserting in lieu thereof:

*Section 1. Permission and authority are hereby given and granted to West Bank Atrium Limited Partnership upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a steel chimney adjacent to its premises located at 311 North Desplaines Street and described as follows: Said steel chimney shall be seven (7) feet in diameter and approximately ninety-two (92) feet in height. Authority for the above named privilege is herein given and granted for a period of five years from and after July 29, 1987.*

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

AMENDMENT TO GRANT OF PRIVILEGE FOR BANK  
OF RAVENSWOOD.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on March 8, 1989) for Bank of Ravenswood, is hereby amended by striking out as printed Section 1 and Section 2 and inserting in lieu thereof:

Section 1. Permission and authority are hereby given and granted to Bank of Ravenswood, upon the terms and subject to the conditions of this ordinance, to occupy space on North Ravenswood Avenue in front of and across the street from bank property adjacent to the premises known as 4746 North Ravenswood Avenue, to be used for sixty-one (61) parking spaces, total land area used shall equal ten thousand two hundred forty (10,240) square feet. Authority is herein granted for a period of five (5) years from and after date of passage of this ordinance.

Section 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Four Hundred Fifty- seven and no/100 Dollars (\$4,457.00) per annum. . . .

This ordinance passed the City Council on November 30, 1988, page 20440.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectively submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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



*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on November 30, 1988, page 20440 granting the Bank of Ravenswood permission upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed Section 1 and Section 2 and inserting in lieu thereof:

*Section 1. Permission and authority are hereby given and granted to Bank of Ravenswood, upon the terms and subject to the conditions of this ordinance, to occupy space on North Ravenswood Avenue in front of and across the street from bank property adjacent to the premises known as 4746 North Ravenswood Avenue, to be used for sixty-one (61) parking spaces, total land area used shall equal ten thousand two hundred forty square feet (10,240). Authority is herein granted for a period of five (5) years from and after date of passage of this ordinance.*

*Section 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Four Hundred Fifty-seven and no/100 Dollars (\$4,457.00) per annum. . . .*

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

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AMENDMENT TO GRANT OF PRIVILEGE FOR NEW PARTNERSHIP.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on February 16, 1989) to New Partnership, be and the same is hereby amended by striking out as printed Section 1 and Section 2 and inserting in lieu thereof:

Section 1. Permission and authority are hereby given and granted to New Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use the public way adjacent to the premises known as 209 West Jackson Boulevard eight (8) facade and column covers adjacent to the Jackson Boulevard building facade. Said facade and column covers shall extend forty-seven feet in height. Authority herein granted is for a period of five (5) years from and after December 14, 1988.

Section 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Twenty and no/100 Dollars (\$320.00) per annum. . . .

The ordinance passed the City Council on December 14, 1988, page 21415, Council Journal.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on December 14, 1988, page 21415, Council Journal granting permission to New Partnership, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed Section 1 and Section 2 and inserting in lieu thereof:

*Section 1. Permission and authority are hereby given and granted to New Partnership, upon the terms and subject to the conditions of this ordinance, to construct on, maintain and use the public way adjacent to the premises known as 209 West Jackson Boulevard eight (8) facade and column covers adjacent to the Jackson Boulevard building facade. Said facade and column covers shall extend forty-seven feet in height. Authority herein granted is for a period of five (5) years from and after December 14, 1988.*

*Section 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Twenty and no/100 Dollars (\$320.00) per annum . . . .*

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

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AMENDMENT TO GRANT OF PRIVILEGE FOR  
549 HOTEL VENTURE (CANOPIES).

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on February 16, 1989) to 549 Hotel Venture, an Illinois limited partnership, passed by the City Council on September 22, 1988, page 17773 Council Journal, be and the same is hereby amended by striking out as printed, the following:

"549 Hotel Venture, an Illinois limited partnership"

and inserting in lieu thereof:

"540 Hotel Venture, an Illinois limited partnership"

; also

"April 21, 1986"

and inserting in lieu thereof:

"January 21, 1988".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the order passed by the City Council on September 22, 1988, page 17773 Council Journal granting permission to 549 Hotel Venture, an Illinois limited

partnership, upon the terms and subject to the conditions of this order, be and the same is hereby amended by striking out as printed, the following:

"549 Hotel Venture, an Illinois limited partnership"

and inserting in lieu thereof:

*"540 Hotel Venture, an Illinois limited partnership"*

; also

"April 21, 1986"

and inserting in lieu thereof:

*"January 21, 1988"*

SECTION 2. This ordinance shall take effect and be in force from date of passage.

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VACATION OF PART OF PUBLIC ALLEY IN BLOCK BOUNDED  
BY EAST 91ST STREET, EAST 92ND STREET,  
SOUTH BRANDON AVENUE AND SOUTH  
BURLEY AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council January 13, 1988 (Council Journal page 9706) and of an opinion dated March 27, 1989 for the Claretians, Incorporated, vacating the west 130 feet of the first east-west 20-

foot public alley south of East 91st Street in the block bounded by East 91st Street, East 92nd Street, South Brandon Avenue and South Burley Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 20-foot public alley lying South of the south line of Lots 6 to 11, both inclusive; lying North of the north line of Lot 40; lying East of a line drawn from the southwest corner of Lot 11 to the northwest corner of Lot 40; and lying West of the northwardly extension of the east line of Lot 40, all in Block 67 in South Chicago being a subdivision by Calumet and Chicago Canal and Dock Company of the East half of the West half and parts of the East Fractional half of Fractional Section 6, North of the Indian Boundary Line, and that part of Fractional Section 6, South of the Indian Boundary Line lying North of the Michigan Southern Railroad, and Fractional Section 5, North of the Indian Boundary Line, all in Township 37 North, Range 15 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the west 130 feet of the first east-west 20-foot public alley south of East 91st Street in the block bounded by East 91st Street, East 92nd Street, South Brandon Avenue and South Burley Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto

attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The 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 of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Claretians, Incorporated shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of One Thousand Eight Hundred and no/100 Dollars (\$1,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Brandon Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Claretians, Incorporated, 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 181 of this Journal.]

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VACATION OF VARIOUS PUBLIC WAYS IN AREA BOUNDED BY  
WEST 35TH STREET, SOUTH STEWART AVENUE,  
WEST PERSHING ROAD AND SOUTH  
WENTWORTH AVENUE.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 182)





(Continued from page 180)

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council November 16, 1988 (Council Journal page 19400) and of an Opinion dated April 25, 1989 for Illinois Sports Facilities Authority, vacating all of South Shields Avenue lying between the south line of West 35th Street and the center line of West 38th Street; all of South Stewart Avenue lying between West 35th and West 38th Streets; the north 905.41 feet of South Princeton Avenue; the north 660.51 feet of South Wells Street lying south of West 35th Street; all of West 37th Place and the north half of West 38th Street between South Stewart Avenue and South Shields Avenue, the north 905.36 feet, more or less, of the north-south public alley in the block bounded by West 35th Street, West 37th Street, South Princeton Avenue and South Wells Street; the north 650.16 feet, more or less, of that part of the north-south public alley in the block bounded by West 35th Street, West 37th Street, South Wells Street and South Wentworth Avenue; all of the east-west and north-south public alleys in the blocks bounded by West 35th Street, West 37th Street, South Stewart Avenue and South Princeton Avenue; all of the east-west public alleys in the blocks bounded by West 37th Street, West 38th Street, South Stewart Avenue and South Shields Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, 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 streets, parts of public streets, public alleys and parts of public alleys 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 Shields Avenue lying East of the east line of Lots 1 and 22 and east of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 22 in Block 1; lying East of the east line of Lots 1 and 22 and east of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 22 in Block 2; lying East of a line drawn from the southeast corner of Lot 22 in Block 1 to the northeast corner of Lot 1 in Block 2; lying East of the southwardly extension of the east line of Lot 22 in Block 2; lying West of a line 33 feet east of and parallel to the east line of Blocks 1 and 2 (being the east line of South Shields Avenue as laid out and shown on the Plat of Albert Crane's Subdivision); lying South of the eastwardly extension of the north line of Lot 1 in Block 1; and lying North of a line 33 feet south of and parallel to the eastwardly extension of the south line of Lot 22 in Block 2 all in Albert Crane's Subdivision of the northwest quarter of Lot 29 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of West 37th Place lying South of the south line of Lots 12 to 22, both inclusive, in Block 1; lying North of the north line of Lots 1 to 11, both inclusive, in Block 2; lying West of a line drawn from the southeast corner of Lot 22 in Block 1 to the northeast corner of Lot 1 in Block 2; and lying East of a line drawn from the southwest corner of Lot 12 in Block 1 to the northwest corner of Lot 11 in Block 2, all in Albert Crane's Subdivision aforementioned;

Also

all that part of West 38th Street lying South of the south line of Lots 12 to 22, both inclusive, in Block 2; lying North of a line 33 feet south of and parallel to the south line of Lots 12 to 22, both inclusive, in Block 2; lying West of the southwardly extension of the east line of Lot 22 in Block 2; and lying East of the southwardly extension of the west line of Lot 12 in Block 2, all in Albert Crane's Subdivision aforementioned;

Also

all that part of South Stewart Avenue (33 feet wide) described as follows:

that part of Lots 10 and 13 and all of Lots 11 and 12 in Block 1, together with that part of Lots 10 and 13 and all of Lots 11 and 12 in Block 2 in Albert Crane's Subdivision of the northwest quarter of Lot 29 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, taken for the opening and widening of South Stewart Avenue by ordinance passed February 13, 1888, Order of Possession by the Superior Court General No. 114865, and recorded March 5, 1891 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 1428429;

Also

all of the east-west 16-foot public alley lying South of the south line of Lots 1 to 11, both inclusive; lying North of the north line of Lots 12 to 22, both inclusive, lying West of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 22; and lying East of a line drawn from the southwest corner of Lot 11 to the northwest corner of Lot 12, all in Block 1 in Albert Crane's Subdivision aforementioned;

Also

all of the east-west 16-foot public alley lying South of the south line of Lots 1 to 11, both inclusive; lying North of the north line of Lots 12 to 22, both inclusive; lying West of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 22; and lying East of a line drawn from the southwest corner of Lot 11 to the northwest corner of Lot 12, all in Block 2 in Albert Crane's Subdivision aforementioned;

Also

all that part of South Stewart Avenue as opened and widened by ordinance passed February 13, 1888, Order of Possession by the Superior Court General No. 114865, and recorded March 5, 1891 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 1428429 and described as follows:

the west 33 feet of that part of Block 20 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian lying South of the south line of West 35th Street and lying North of the north line of West 37th Street;

Also

all that part of South Shields Avenue lying West of the west line of Lot 1, west of the west line of Lots 30 to 47, both inclusive, and west of a line drawn from the southwest corner of Lot 1 to the northwest corner of Lot 47 (being the west line of the 16-foot public alley vacated by ordinance passed June 10, 1938 and recorded July 16, 1938 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 12186442; lying East of a line 33 feet west of and parallel to the west line of said Lots 1 and 30 to 47, both inclusive, and the west line of said vacated alley; lying South of the westwardly extension of the north line of Lot 1; and lying North of the westwardly extension of the south line of Lot 30, all in Block 1 in E. Peacock's Subdivision of the Northeast Quarter of Block 20 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of South Shields Avenue as dedicated by Plat recorded December 11, 1936 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 11921259 and described as a strip of land 33 feet in width, in Block 20 of Canal Trustee's Subdivision aforementioned, bounded on the north by the north line of Block 20, on the south by the south line, as laid out, of E. Peacock's Subdivision aforementioned, extended West; on the east by a line 33.00 feet west of the east line of South Shields Avenue, as laid out in said E. Peacock's Subdivision; and on the west by a line 66.00 feet west of said east line of South Shields Avenue;

Also

all of the east-west 16-foot public alley and all of the north-south 16-foot public alley lying South of the south line of Lots 6 to 11, both inclusive; lying North of the north line of Lot 12; lying North of a line drawn from the southwest corner of Lot 29 to southeast corner of Lot 30; lying West of the west line of Lots 12 to 29, both inclusive; lying West of a line drawn from the southeast corner of Lot 11 to the northeast corner of Lot 12; lying East of the east line of Lots 30 to 47, both inclusive; and lying East of the northwardly extension of the east line of Lot 47 (being the east line of the east-west 16-foot public alley vacated by ordinance passed June 10, 1938 and recorded July 16, 1938 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 12186442), all in E. Peacock's Subdivision aforementioned;

Also

all that part of South Wells Street lying West of the west line of Lot 5 in Albert Crane's

Subdivision of Lot 24 in Block 1 in D. W. Storr's Subdivision of the north half of Block 19 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian; lying West of the west line of Lots 13 to 23, both inclusive, in Block 1 in D. W. Storr's Subdivision of the north half of Block 19 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian; lying West of the west line of Lot 26 in Le Moyne's Subdivision of the south half of Block 19 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian; lying East of the east line of Lot 1 in Albert Crane's Subdivision of Lot 1 in Block 2 in D. W. Storr's Subdivision of the north half of Block 19 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian; lying East of the east line of Lots 2 to 12, both inclusive, in Block 2 in D. W. Storr's Subdivision aforementioned; lying East of the east line of Lot 81 in Le Moyne's Subdivision aforementioned; lying North of a line drawn from the southwest corner of Lot 26 in Le Moyne's Subdivision aforementioned to the southeast corner of Lot 81 in Le Moyne's Subdivision aforementioned; and lying South of a line drawn from the northwest corner of Lot 5 in Albert Crane's Subdivision of Lot 24 in Block 1 aforementioned to the northeast corner of Lot 1 in Albert Crane's Subdivision of Lot 1 in Block 2 aforementioned;

Also

all that part of South Princeton Avenue lying West of the west line of Lot 5 in Albert Crane's Subdivision of Lot 24 in Block 2 in D. W. Storr's Subdivision of the north half of Block 19 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian; lying West of the west line of Lots 13 to 23, both inclusive, in Block 2 in D. W. Storr's Subdivision aforementioned; lying West of the west line of Lots 82 to 92, both inclusive, and the west line of the private alley between Lots 82 and 83 in Le Moyne's Subdivision aforementioned; lying East of the east line of Lots 11 to 29, both inclusive, and east of a line drawn from the southeast corner of Lot 11 to the northwest corner of Lot 12 all in E. Peacock's Subdivision aforementioned; lying East of a line 33 feet west of and parallel to the west line of Lots 32 to 92, both inclusive, and the west line of the private alley between Lots 82 and 83 in Le Moyne's Subdivision aforementioned; lying South of a line drawn from the northwest corner of Lot 5 in Albert Crane's Subdivision of Lot 24 in Block 2 aforementioned to the northeast corner of Lot 11 in E. Peacock's Subdivision aforementioned; lying North of the eastwardly extension of the south line of Lot 29 in E. Peacock's Subdivision aforementioned; and lying North of the westwardly extension of the south line of Lot 92 in Le Moyne's Subdivision aforementioned.

Also

that part of South Princeton Avenue as opened by ordinance passed October 17, 1910, Order of Possession by Circuit Court, October 1, 1914, General No. 302921 and recorded October 6, 1914 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 5507188 described as follows:

the east 33 feet of the south half of Block 20 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian; lying North of the westwardly extension of the south line of Lot 92 in Le Moyne's Subdivision aforementioned;

Also

all that part of the north-south 15-foot public alley lying West of the west line of Lots 1 to 12, both inclusive, in Block 1 in D. W. Storr's Subdivision aforementioned; lying East of the east line of Lots 13 to 23, both inclusive, in Block 1 in D. W. Storr's Subdivision aforementioned; lying East of the east line of Lot 1 in Albert Crane's Subdivision of Lot 24 in Block 1 aforementioned; lying North of a line drawn from the southwest corner of Lot 12 in Block 1 in D. W. Storr's Subdivision aforementioned to the southeast corner of Lot 13 in Block 1 in D. W. Storr's Subdivision aforementioned; and lying South of a line drawn from a point in the west line of Lot 1 in Block 1 in D. W. Storr's Subdivision aforementioned which is 12.00 feet south of the northwest corner of said Lot 1 to a point on the east line of Lot 1 in Albert Crane's Subdivision of Lot 24 in Block 1 aforementioned which is 10.30 feet south of the northeast corner of said Lot 1;

Also

all right, title and interest in and to that part of the property conveyed to the City of Chicago by deed recorded August 31, 1887 in the Office of Recorder of Deeds in Cook County, Illinois as Document No. 866506 for use as public alleys described as follows:

the east 8.00 feet of Lot 25 and the west 8.00 feet of Lot 26 in Le Moyne's Subdivision of the south half of Block 19 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of the north-south 15-foot public alley lying West of the west line of Lot 5 in Albert Crane's Subdivision of Lot 1 in Block 2 aforementioned; lying West of the west line of Lots 2 to 12, both inclusive, in Block 2 in D. W. Storr's Subdivision aforementioned; lying East of the east line of Lot 1 in Albert Crane's Subdivision of Lot 24 in Block 2 aforementioned; lying East of the east line of Lots 13 to 23, both inclusive, in Block 2 in D. W. Storr's Subdivision aforementioned; lying South of a line drawn from the northwest corner of Lot 5 in Albert Crane's Subdivision of Lot 1 in Block 2 aforementioned to the northeast corner of Lot 1 in Albert Crane's Subdivision of Lot 24 in Block 2 aforementioned; and lying North of a line drawn from the southwest corner of Lot 12 in Block 2 in D. W.

Storr's Subdivision aforementioned to the southeast corner of Lot 13 in Block 2 in D. W. Storr's Subdivision aforementioned:

Also

all that part of the north-south 16-foot public alley lying West of the west line of Lots 71 to 80, both inclusive; lying East of the east line of Lots 83 to 92, both inclusive; lying North of a line drawn from the southwest corner of Lot 71 to the southeast corner of Lot 92; and lying South of a line drawn from the northwest corner of Lot 80 to the northeast corner of Lot 83; all in Le Moyne's Subdivision aforementioned:

Also

any right, title and interest the City of Chicago has acquired in and to that part of the private alley, as laid out and shown on the Plat of Le Moyne's Subdivision aforementioned; lying West of the northwardly extension of the west line of Lot 80 and lying East of the northwardly extension of the east line of Lot 83 in Le Moyne's Subdivision aforementioned;

Also

all right, title and interest in and to that part of the property conveyed to the City of Chicago by deed recorded August 31, 1887 in the Office of Recorder of Deeds in Cook County, Illinois as Document No. 866506 for use as public alleys described as follows:

the east 8.00 feet of Lot 81 and the west 8.00 feet of Lot 82 in Le Moyne's Subdivision of the south half of Block 19 of Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian;

said public streets, parts of public streets, public alleys and parts of public alleys herein vacated being further described as the north 615.21 feet, more or less, of South Shields Avenue lying South of the south line of West 35th Street; all of South Shields Avenue lying between the south line of West 37th Street and the center line of West 38th Street; all of South Stewart Avenue lying between the south line of West 35th Street and the north line of West 37th Street and between the south line of West 37th Street and the center line of West 38th Street; the north 905.41 feet, more or less, of South Princeton Avenue lying South of the south line of West 35th Street; the north 660.51 feet, more or less, of South Wells Street lying South of the south line of West 35th Street; all of West 37th Place and the north half of West 38th Street between South Stewart Avenue and South Shields Avenue; the north 905.36 feet, more or less, of the north-south public alley in the block bounded by West 35th Street, West 37th Street, South Princeton Avenue and South Wells Street; the north 649.32 feet, more or less, of the north-south public alley lying south of

West 35th Street, as widened, in the block bounded by West 35th Street, West 37th Street, South Wells Street and South Wentworth Avenue; all of the east-west and north-south public alleys in the area bounded by West 35th Street, West 37th Street, South Stewart Avenue and South Princeton Avenue; and all of the east-west public alleys in the blocks bounded by West 37th Street, West 38th Street, South Stewart Avenue and South Shields 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 of the public streets, parts of public streets, public alleys and parts of public alleys, as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company, a right of way to operate, maintain, repair, renew, and replace existing underground facilities and to construct new facilities in all of the streets and alleys to be vacated, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved for The Peoples Gas Light and Coke Company or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal, or replacement of said facilities, or the construction of additional facilities.

SECTION 3. The vacations herein provided for are made upon the following express conditions: (a) that prior to the recordation of this ordinance, the Illinois Sports Facilities Authority shall deliver to the Corporation Counsel a certificate stating that the Illinois Sports Facilities Authority has entered into a general contract for the construction of the new Comiskey Park, a stadium to be used for ball games played by a major league baseball team; and (b) that within 90 days after execution of such contract, the Illinois Sports Facilities Authority 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; and (c) that prior to the filing described in subsection 3 (b) foregoing, the Illinois Sports Facilities Authority shall duly execute and deliver to the Corporation Counsel grants of perpetual easement to the City of Chicago for emergency vehicular traffic along an east-west roadway from South Wells Street to South Wentworth Avenue at approximately West 36th Street and for emergency and passenger vehicular traffic along a northbound roadway from South Wells Street at approximately West 36th Street to West 35th Street adjacent and parallel to South Wentworth Avenue, such grants of easement to be in recordable form and subject to the approval of the Corporation Counsel.

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

[Drawing attached to this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]



VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED  
BY WEST WABANSIA AVENUE, WEST NORTH AVENUE,  
NORTH ASHLAND AVENUE AND NORTH  
BOSWORTH AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, April 10, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith of an order passed by the City Council December 12, 1980 (Council Journal page 4555) and of an Opinion dated April 25, 1989 for Chicago Title and Trust Company, as Trustee, Trust No. 62083 and the Cosmopolitan National Bank, as Trustee, Trust No. 25111 vacating part of public alley herein vacated being further described as the east 120 feet of the first east-west 20-foot public alley south of West Wabansia Avenue in the block bounded by West Wabansia Avenue, West North Avenue, North Ashland Avenue and North Bosworth Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, S... - 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 20-foot public alley lying South of the south line of Lots 11 to 15, both inclusive; lying North of the north line of Lot 54; lying West of a line drawn from the southeast corner of said Lot 11 to the northeast corner of said Lot 54 and lying East of the west line of said Lot 54 produced north to the south line of said Lot 15 all in Chicago Distillery Company's Subdivision of Block 19 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the east 120 feet of the first east-west 20-foot public alley south of West Wabansia Avenue in the block bounded by West Wabansia Avenue, West North Avenue, North Ashland Avenue and North Bosworth Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance. be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 62083, and the Cosmopolitan National Bank, as Trustee, Trust No. 25111, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Sixteen Thousand Five Hundred Fifty and no/100 Dollars (\$16,550.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. This vacation is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 62083, and the Cosmopolitan National Bank, as Trustee, Trust No. 25111, 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.

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

[Drawing attached to this ordinance printed on  
page 192 of this Journal.]

[Ordinance associated with this drawing printed on pages 190 through 191 of this Journal.]

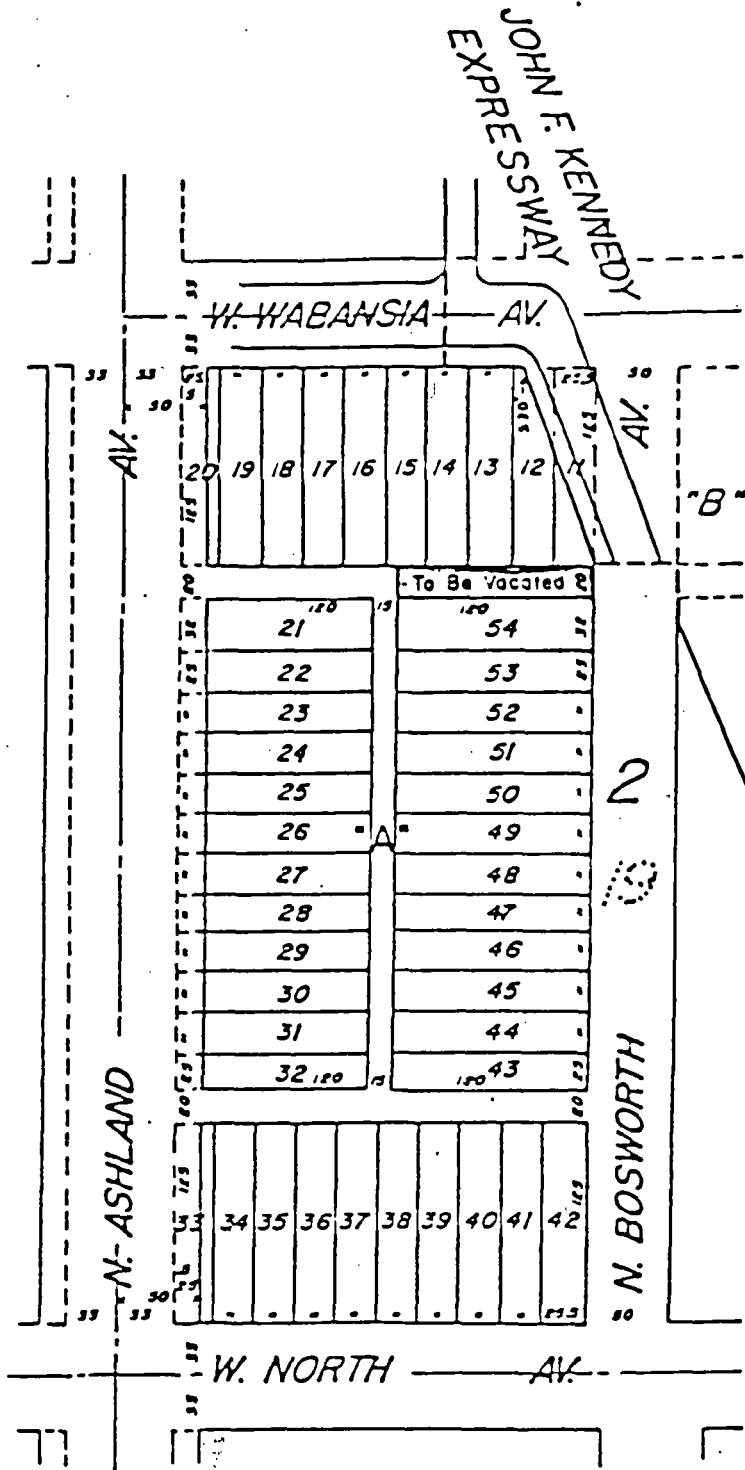
"A"

Chicago Distillery Co's. Sub. Blk. 19 Sheffield's Add. to Chicago Sec. 32-40-14.

"B"

Property acquired for Northwest Expressway General Ordinance Passed Sept. 5, 1946.

DR. No. 32-32-80-688



VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY  
WEST SUPERIOR STREET, WEST HURON STREET,  
NORTH SEDGWICK STREET AND NORTH  
ORLEANS STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith of an order passed by the City Council October 30, 1987 (Council Journal page 5668) and of an Opinion dated March 10, 1989 for American National Bank and Trust Company, as Trustee, Trust No. 103999-05, John Welzenbach, Jr., Douglas Rothrock, Andrew Shonsky, Larry Sparacio, Arthur Lerner, Dan Baldini, and The Amalgamated Trust and Savings Bank, as Trustee, Trust No. 4368, vacating all of the east-west 18-foot public alley in the block bounded by West Superior Street, West Huron Street, North Sedgwick Street and North Orleans Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shinn, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, 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 alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 18-foot public alley lying South of the south line of Lots 1 to 4, both inclusive, in Block 3 in Higgins, Law and Company's Addition to Chicago in Section 9, Township 39, Range 14 East of the Third Principal Meridian; lying South of the south line of Lots 1 to 8, both inclusive, in Block 15 in Butler, Wright and Webster's Addition in Chicago in Section 9, Township 39, Range 14 East of the Third Principal Meridian, lying North of the north line of Lots 5 to 8, both inclusive, in Block 3 in Higgins, Law and Company's Addition to Chicago aforementioned; lying North of the north line of Lots 9 to 16, both inclusive, in Block 8 in Butler, Wright and Webster's Addition aforementioned; lying West of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 16 in Block 15 in Higgins, Law and Company's Addition to Chicago aforementioned; and lying East of a line drawn from the southwest corner of Lot 4 to the northwest corner of Lot 5 in Block 8 in Higgins, Law and Company's Addition to Chicago aforementioned; said public alley herein vacated being further described as all of the east-west 18-foot public alley in the block bounded by West Superior Street, West Huron Street, North Sedgwick Street and North Orleans Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison 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 electric energy under, over, and along all of the public alley as herein vacated with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company, as Trustee, Trust No. 103999-05, John Welzenback, Jr., Douglas Rothrock, Arthur Shomsky, Larry Sparacio, Arthur Lerner, Dan Baldini, The Amalgamated Trust and Savings Bank, as Trustee, Trust No. 4368, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of Four Hundred Thousand and no/100 Dollars less Eight Thousand and no/100 Dollars (applicant paid appraisal) equals Three Hundred Ninety-two Thousand and no/100 Dollars (net due) (\$392,000.00), 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 the public alley hereby vacated, similar to the sidewalk and curb in North Sedgwick Street and North Orleans 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 vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company, as Trustee, Trust No. 103999-05, John Welzenback, Jr., Douglas Rothrock, Andrew Shomsky, Larry Sparacio, Arthur Lerner, Dan Baldini, The Amalgamated Trust and Savings Bank, as Trustee, Trust No. 4368, 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 196 of  
this Journal.]

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AMENDMENT OF ORDINANCE WHICH VACATED PORTIONS OF  
PUBLIC STREET AND PUBLIC ALLEYS IN BLOCK  
BOUNDED BY WEST WILLOW STREET, WEST  
NORTH AVENUE, NORTH DAYTON  
STREET AND NORTH  
HALSTED STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith. The original ordinance was passed by the City Council July 13, 1988 (Council Journal page 15417). An amending ordinance was also passed by the City Council September 22, 1988 (Council Journal page 17780) for the City of Chicago, Department of Housing, vacating the north 127.37 feet of

(Continued on page 197)

[Ordinance associated with this drawing printed on pages 193 through 195 of this Journal.]

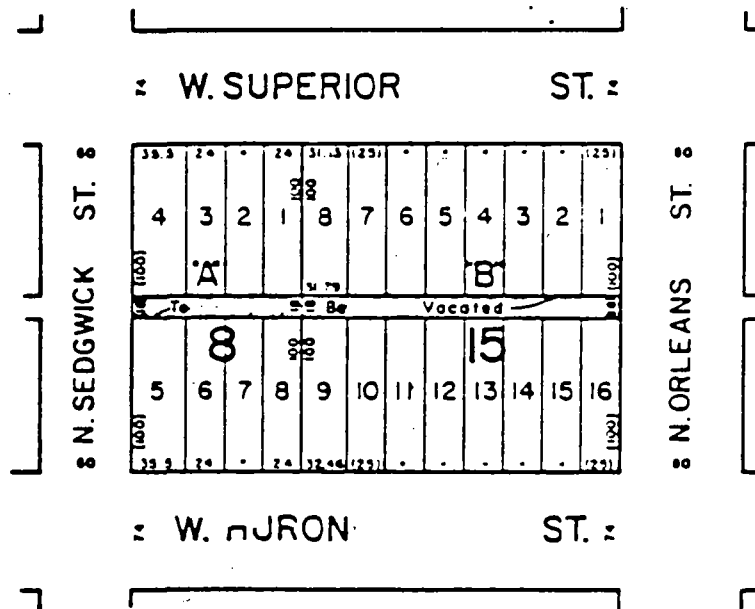
"A"

Higgins, Law and Company's Addition In Sec. 9-39-14.

"B"

Butler, Wright and Webster's Addition in Chicago in Sec. 9-39-14.

Dr. No. 9-42-87-1171



(Continued from page 195)

the south 138.37 feet of that part of North Dayton Street lying North of West North Avenue; together with all of the east-west 10-foot public alley running east from North Dayton Street 124.50 feet and also the north 121.038 feet of the south 132.038 feet of the north-south 18-foot public alley, all in the block bounded by West Willow Street, West North Avenue, North Dayton Street and North Halsted Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council July 13, 1988 (Council Journal page 15417) providing for "Vacation of portions of public street and public alleys in block bounded by West Willow Street, West North Avenue, North Dayton Street and North Halsted Street."; and

WHEREAS, It is necessary to amend the width of the sewer and water easement in North Dayton Street from 60 feet to 30 feet in said ordinance as passed; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street, public alley 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 North Dayton Street lying West of the west line of Lots 47, 48 and 49 and west of a line drawn from the southwest corner of Lot 48 to the northwest corner of Lot 47; lying East of the east line of Lot 165; lying North of the westwardly extension of the north line of the south 11 feet of Lot 47 and lying Northerly of the southeastwardly extension of the southwesterly line of Lot 165; and lying South of the following described line: beginning at the intersection of the west line of Lot 49 and a line 20.00 feet south of and parallel to the north line of Lot 49; thence West on the westwardly extension of said line 20.00 feet south of and parallel to the north line of Lot 49, a distance of 11.50 feet; thence Northwesterly along a line, a distance of 2.328 feet, to the intersection with a line parallel to the westwardly extension of the north line of Lot 49 and passing through a point on the east line of Lot 165 which is 42.635 feet south of the northeast corner of Lot 165 (as measured on the east line of Lot 165); thence West on the last described parallel line to said point on the east line of Lot 165 which is 42.635 feet south of the northeast corner of Lot 165 (as measured on the east line of Lot 165), in subdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

all of the east-west 10-foot public alley lying North of the north line of Lots 43 to 47, both inclusive, lying South of the south line of Lot 48, lying East of a line drawn from the southwest corner of Lot 48 to the northwest corner of Lot 47 and lying West of a line drawn from the northeast corner of Lot 43 to the southeast corner of Lot 48, all in subdivision of Block 6 aforementioned;

Also

all of the north-south 18-foot public alley lying West of the west line of Lots 37 and 42 and West of the west line of the vacated alley adjoining Lots 37 and 42 recorded August 15, 1930 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 10727179, lying East of the east line of Lots 43 and 48, lying East of a line drawn from the northeast corner of Lot 43 to the southeast corner of Lot 48, lying South of a line drawn from a point on the west line of Lot 37 which is 128.947 feet north of the southwest corner of Lot 42 (as measured along the west line of Lots 42 and 37) to a point on the east line of Lot 48 which is 132.038 feet north of the southeast corner of Lot 43 (as measured along the east line of Lots 43 and 48) and lying North of a line 11 feet north of and parallel to a line drawn from the southwest corner of Lot 42 to the southeast corner of Lot 43 in subdivision of Block 6 in Sheffield's Addition to Chicago aforementioned; said part of public street, public alley and part of public alley herein vacated being further described as the north 127.37 feet of the south 138.37 feet of that part of North Dayton Street lying North of West North Avenue (as measured on the east line of North Dayton Street); together with all of the east-west 10-foot public alley running east from North Dayton Street 124.50 feet and also the north 121.038 feet of the south 132.038 feet of the north-south 18-foot public alley (as measured on the west line of said alley) all in the block bounded by West Willow Street, West North

Avenue, North Dayton Street and North Halsted Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves 15 feet on either side of the center line of the existing 36-inch sewer main located in that part of North Dayton Street as herein vacated, as an easement for existing sewer and water mains and appurtenances thereto, and for the installation of any additional sewer and water mains or other municipally-owned service facilities now located or which in the future may be located in that part of North Dayton Street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said easement herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago further reserves for itself and for the benefit of the public, a perpetual easement for a pedestrian walkway, eight (8) feet in width, over and across that part of North Dayton Street as herein vacated, for the installation and maintenance of a sidewalk in said easement. The location of said easement to be determined by the Commissioner of Housing and to be specified in the contract and plans for the sale and redevelopment of Lincoln Park Disposition Parcel C-3, the sale of which is to be hereinafter approved by the City Council of the City of Chicago.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Chicago Cable T.V., their successors or assigns, an easement to operate, maintain, construct, replace, and renew underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under that part of North Dayton Street and the north-south 18-foot public alley as herein vacated with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this amending ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this amending 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 200 of this Journal.]

[Ordinance associated with this drawing printed on pages 196 through 199 of this Journal.]

"A"

Sheffield's Addition to Chicago in Sec. 32 - 40 - 14.

"B"

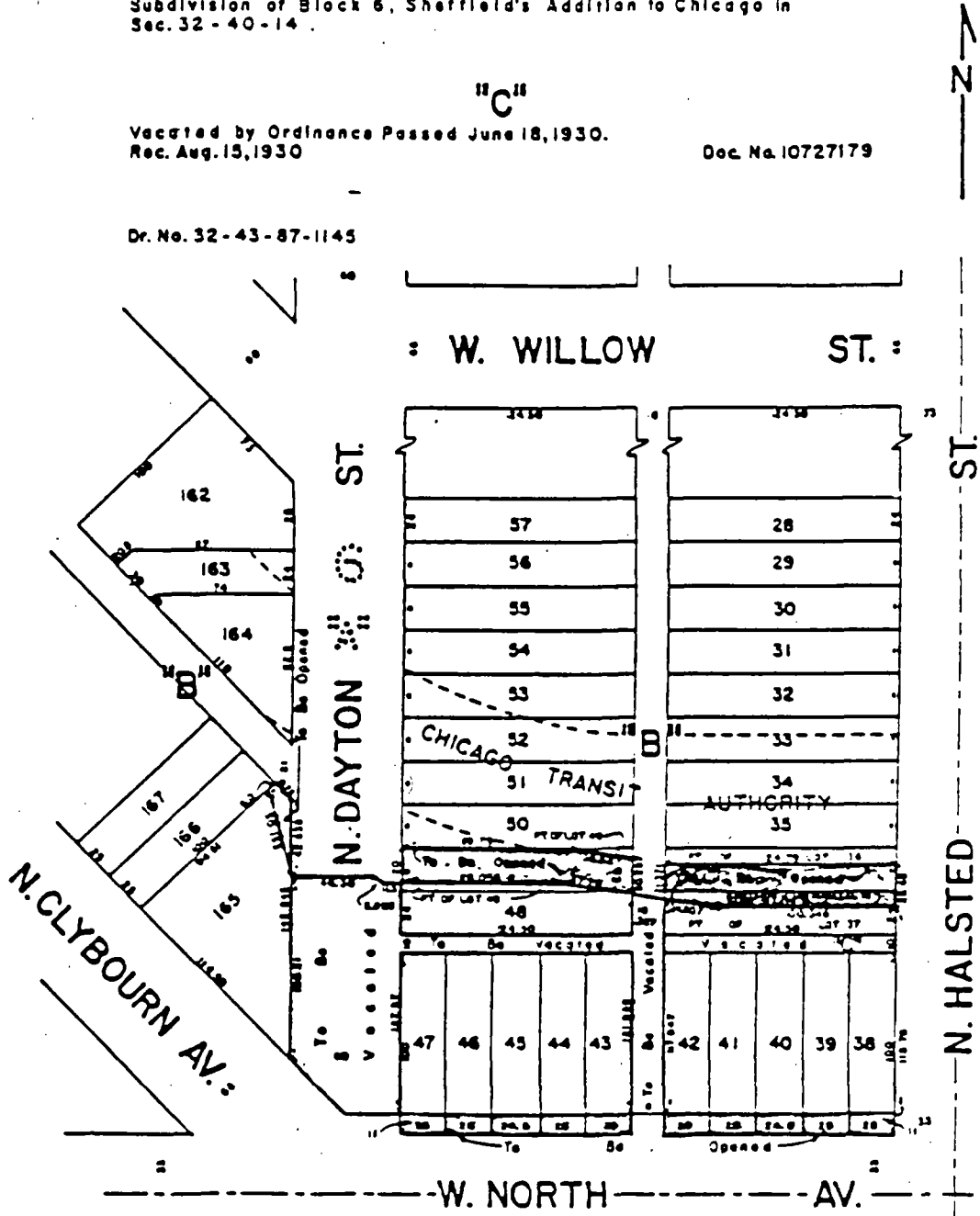
Subdivision of Block 6, Sheffield's Addition to Chicago in Sec. 32 - 40 - 14.

"C"

Vacated by Ordinance Passed June 18, 1930.  
Rec. Aug. 13, 1930

Doc. No. 10727179

Dr. No. 32-43-87-1145



SUPERINTENDENT OF MAPS DIRECTED TO APPROVE  
PLAT OF RESUBDIVISION ON PORTION  
OF WEST 47TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 8, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located on the north side of West 47th Street, 83.0 feet west of the west line of South Karlov Avenue and having a frontage of 24.0 feet along the north line of West 47th Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located on the north side of West 47th Street, 83.0 feet west of the west line of South Karlov Avenue and having a frontage of 24.0 feet along the north line of West 47th Street, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 3-12-89-1332).

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

[Plat attached to this ordinance printed on  
page 203 of this Journal.

---

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
RODI'S SUBDIVISION IN AREA NEAR SOUTH BRANCH  
OF CHICAGO RIVER (WEST FORK) BETWEEN  
SOUTH ASHLAND AVENUE AND VACATED  
SOUTH PAULINA STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 3, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Rodi's Subdivision lying North of and adjoining the northerly line of the West Fork of the South Branch of the Chicago River between South Ashland Avenue and the center line of vacated South Paulina Street having a frontage of 1,328.00 feet along the west line of South Ashland Avenue and 896.57 feet along the center line of vacated South Paulina Street, et cetera.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

(Continued on page 204)

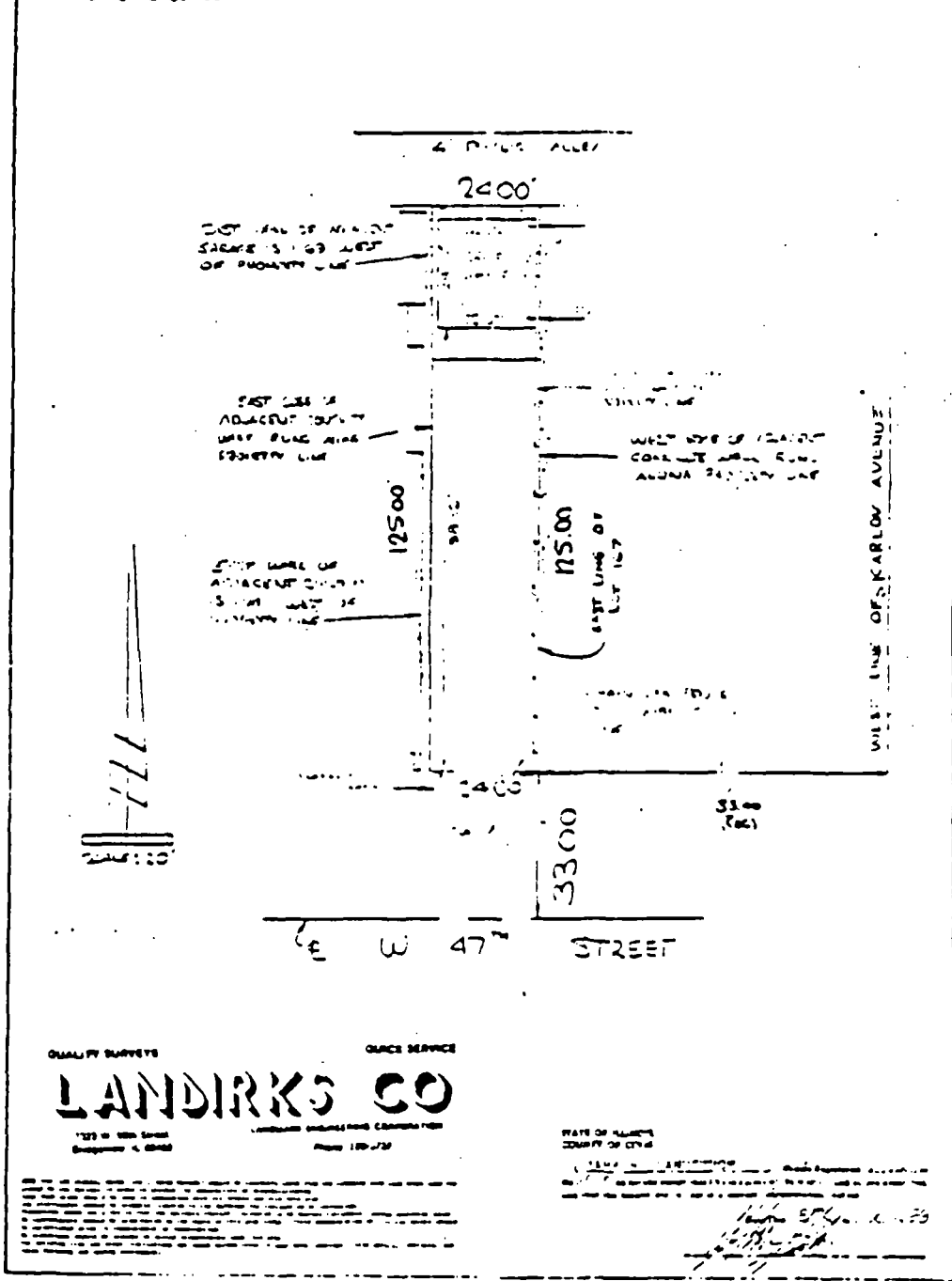
[Ordinance associated with this drawing printed on pages 201 through 202 of this Journal.]

PLAT OF SUBDIVISION

OF

THE EAST HALF OF LOT 167 IN P. M. BARRETT'S NEIGHBORHOOD SUBDIVISION OF LOT 6 IN QUINCY GRANT PARTITION OF THE SOUTH HALF OF SECTION 1 AND EAST PART OF THE NORTHWEST QUARTER SECTION 16 OF THE ILLINOIS AND MICHIGAN CANAL AND SECTION 17, TOWNSHIP 24 NORTH, RANGE 11 EAST OF THE 10TH PRINCIPAL MERIDIAN, IN JOSEPH COUNTY, ILLINOIS.

No. 3-12-89-032



QUALITY SUPPORT SERVICE  
**LANDIRKS CO**  
 127 W. 10th Street  
 Englewood, IL 60628  
 PHONE 128-4734

STATE OF ILLINOIS  
 COUNTY OF JOSEPH  
 I, \_\_\_\_\_  
 Clerk of the Board of Supervisors,  
 do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on \_\_\_\_\_  
 1989  
 \_\_\_\_\_

(Continued from page 202)

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Rodi's Subdivision lying North of and adjoining the northerly line of the West Fork of the South Branch of the Chicago River between South Ashland Avenue and the center line of vacated South Paulina Street having a frontage of 1,328.00 feet along the west line of South Ashland Avenue and 896.57 feet along the center line of vacated South Paulina Street (as measured from the northerly line of the West Fork of the South Branch of the Chicago River), as shown on the attached plat, when the necessary certificates are shown on said plat (No. 30-25-89-1327).

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

[Plat attached to this ordinance omitted for printing purposes  
but on file and available for public inspection in the  
Office of the City Clerk.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
CLYBOURN-MAGNOLIA RESUBDIVISION IN BLOCK BOUNDED  
BY NORTH LAKEWOOD AVENUE, NORTH MAGNOLIA  
AVENUE, NORTH CLYBOURN AVENUE AND  
WEST DICKENS AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 29, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Clybourn-Magnolia Resubdivision in the block bounded by North Lakewood Avenue, North Clybourn Avenue, North Magnolia Avenue and West Dickens Avenue for the LaSalle National Bank, as Trustee, Trust No. 114231.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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



SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Clybourn-Magnolia Resubdivision in the block bounded by North Lakewood Avenue, North Clybourn Avenue, North Magnolia Avenue and West Dickens Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for the LaSalle National Bank, as Trustee, Trust No. 114231 (File No. 32-43-89-1350).

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

[Plat attached to this ordinance printed on page 207 of  
this Journal.]

---

PORTION OF NORTH KEDZIE AVENUE DESIGNATED  
AS "JUDGE I. LANDESMAN PARKWAY".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 8, 1989) pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorized erection of honorary street name signs. The Commissioner of Public Works shall take the necessary action for standardization of North Kedzie Avenue between West Touhy Avenue and West Howard Street as "Judge I. Landesman Parkway".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

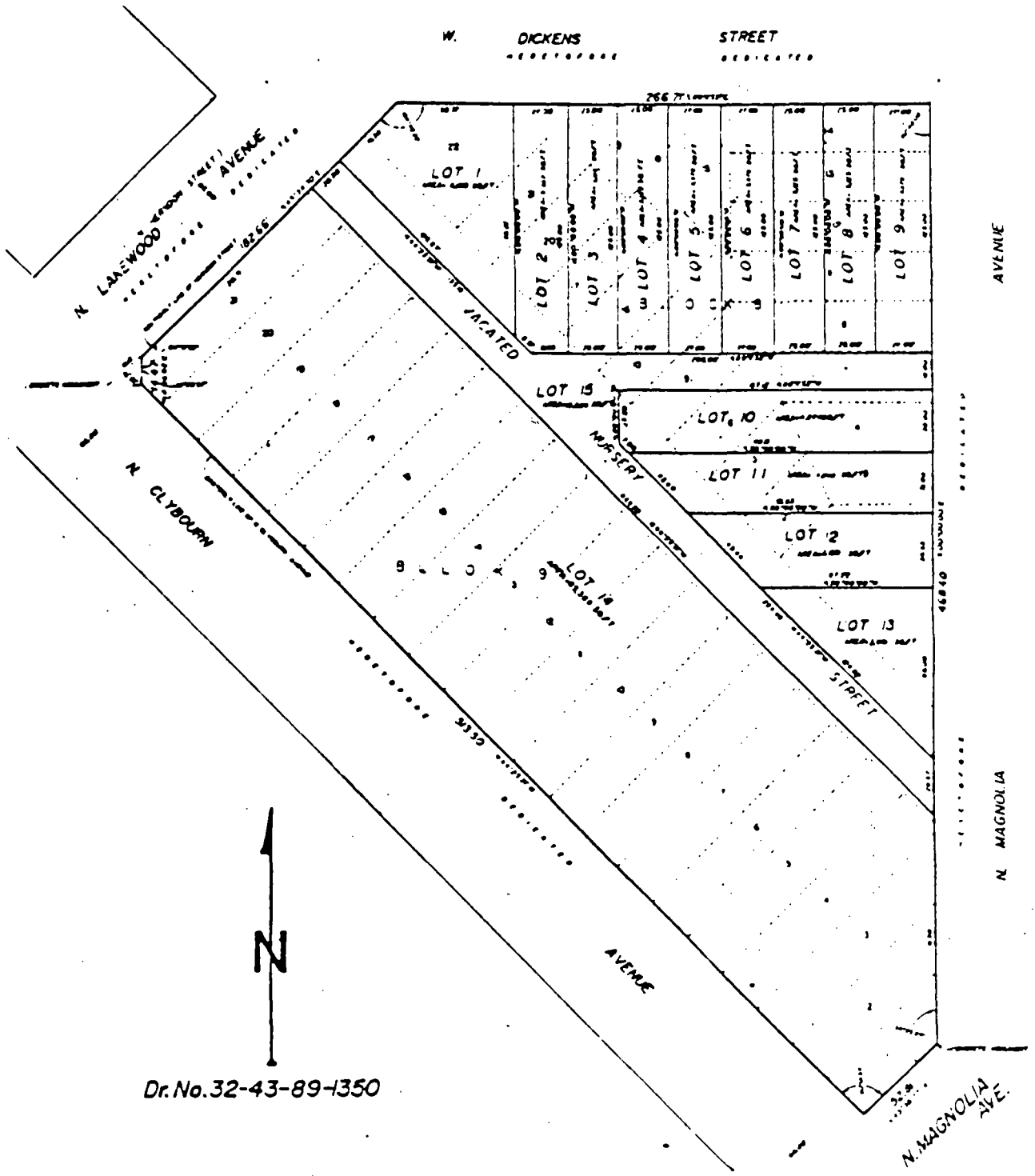
Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

(Continued on page 208)

[Ordinance associated with this drawing printed on pages 205 through 206 of this Journal.]

CLYBOURN-MAGNOLIA RESUBDIVISION



Dr. No. 32-43-89-1350

(Continued from page 206)

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of North Kedzie Avenue between West Touhy Avenue and West Howard Street as "Judge I. Landesman Parkway".

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

---

SOUTH GRATTEN AVENUE GRANTED HONORARY STREET NAME  
OF "MA BENTON LANE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on February 16, 1989) that the Commissioner of Public Works is hereby authorized and directed to give consideration to designating South Gratten Avenue as "Ma Benton Lane" as an honorary street name.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

On motion of Alderman Levar, 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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to designating South Gratten Avenue as "Ma Benton Lane" as an honorary street name.

---

EXEMPTION OF VARIOUS BUSINESSES FROM PHYSICAL BARRIER  
REQUIREMENTS PERTAINING TO ALLEY  
ACCESSIBILITY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 30, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed orders and ordinances transmitted herewith (referred on February

16 and March 8, 1989) 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 specified parking facilities.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following are said orders and ordinances as passed (the italic heading in each case not being a part of the order or ordinance):

*Bud's Liquor.*

*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 Bud's Liquor located at 2026 West Madison Street.

---

*Systems Auto Parks.*

*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 Systems Auto Parks located at 4001 -- 4011 North Monticello Avenue.

---

*Fattore Construction Company, 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 the Fattore Construction Company, Incorporated, 5007 West Lawrence Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility at 4511 -- 4521 North Clark Street of which the above-named company is proprietor.

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

---

*Paramount Cleaners, 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 Paramount Cleaners, Incorporated, 1350 West Belmont Avenue, from the provisions requiring barriers as a prerequisite to prohibit all 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.

---

*Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
36.1 BY RE-ENACTING IN ITS ENTIRETY "CHICAGO  
STREET PERFORMERS ORDINANCE".*

The Committee on Streets and Alleys submitted the following report which was, on motion

of Alderman Natarus and Alderman Roti, *Deferred* and ordered published:

CHICAGO, April 17, 1989.

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

Your Committee on Streets and Alleys, having had an ordinance (referred on June 8, 1988) that Chapter 36.1 of the Municipal Code of the City of Chicago entitled "Chicago Performance Ordinance", passed on September 28, 1983, and found on page 2246 of said Journal, as corrected and amended on October 12, 1983, and found on page 2451 of said Journal be re-enacted in its entirety, begs leave to recommend that Your Honorable Body pass the substitute ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*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. That Chapter 36.1 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, new sections to be known as Sections 36.1-1 through 36.1-9 and to read in italics as follows:

*Chapter 36.1*

*Chicago Street Performers Ordinance.*

*36.1-1. The following terms are defined for the purpose of this chapter as follows:*

*(a) "Perform" includes, but is not limited to the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, and reciting.*

(b) "Performer" means an individual who owns a permit issued pursuant to the provisions of this chapter.

(c) "Public Areas" include sidewalks, parks, playgrounds, playlots, above-ground and underground transit platforms, and all other public ways located in the City of Chicago.

#### 36.1-2 Prohibition.

(a) No person may perform in a public area without having obtained a permit issued under Section 36.1-3 of this chapter.

(b) Any person who performs in a public area without a permit issued under Section 36.1-3 of this chapter shall be fined not more than \$25.

#### 36.1-3 Permit.

(a) A permit shall be issued by the Department of Revenue to each applicant therefor in exchange for a completed application and a fee of \$10 subject to the provisions of Section 36.1-8 of this chapter.

(b) A completed application for a permit shall contain the applicant's name, address, and telephone number, and shall be signed by the applicant.

(c) A permit shall be valid from the date on which it is issued through December 31 in the year in which it is issued.

(d) A permit shall contain the name and permit number of the applicant plus the year in which the permit is valid.

(e) A permit shall be non-transferable.

(f) Upon issuing a permit the Department of Revenue shall also issue to the performer a printed copy of this chapter.

#### 36.1-4 Display Of Permit.

A performer shall carry a permit on his or her person while performing and shall display said permit or card on his or her person during said performance.

#### 36.1-5 Permitted Performances.



*(a) Performances may take place in the following locations:*

*In public areas, except those excluded by the City Council or the Superintendent of Police pursuant to Section 36.1-7 of this chapter; and*

*On private property if the performer has obtained written permission of the owner of such property or other person with authority to grant such permission with respect to such property; and*

*In a public area where an authorized fair or public festival is being conducted, if the performer has obtained the written permission of the sponsor of such fair or festival.*

*(b) No person shall perform at any time in any place if such performance creates a noise disturbance pursuant to Chapter 17-1.11 of the Municipal Code of the City of Chicago.*

*(c) A performer may not use electric or electronic amplification except by special permit issued by the Department of Revenue pursuant to their printed rules and regulations.*

*(d) A performer may not block the passage of the public through a public area except as permitted by the sponsor of an event under paragraph (a) of this section or otherwise allowed by the Commissioner of the Department of Streets and Sanitation. If a sufficient crowd gathers to see or hear a performer such that passage of the public through a public area is blocked, a police officer may interrupt the performance and disperse the portion of the crowd that is blocking the passage of the public, but said police officer shall not cause the performer to leave the location.*

*(e) No performer or group of performers shall perform at a distance of less than 100 feet from another performer or group of performers that is already performing.*

*(f) No performer shall place their equipment on a transit platform if said equipment impedes progress of the public.*

#### *36.1-6 Legal Conduct.*

*(a) A performer may accept contributions of money or property at a performance, provided that no sign requesting contributions shall exceed 12" x 18" in size. Contributions may be received in any receptacle.*

*(b) A performer who performs and accepts contributions under the provisions of this chapter shall not be committing disorderly conduct under Section 193-1 of the Municipal Code of the City of Chicago under those acts.*

*36.1-7 Exclusion Of Public Areas.*

*(a) A public area may be excluded from performances:*

*By the majority of the City Council; or*

*By decision of the Superintendent of Police in case of an emergency provided that no public area may be excluded from performance by the Superintendent of Police under this subparagraph for more than seven days.*

*(b) A performance may take place on a transit platform at the following times:*

*Between the hours of 10:00 A.M. and 4:00 P.M., and 6:00 P.M. and 10:00 P.M. Monday through Thursday.*

*Between the hours of 10:00 A.M. and 4:00 P.M., and 6:00 P.M. and 11:00 P.M. on Fridays.*

*Between the hours of 9:00 A.M. and 11:00 P.M. on Saturdays.*

*Between the hours of 10:00 A.M. and 10:00 P.M. on Sundays.*

*(c) No person shall perform in the following public areas from April 15 through October 15 of each year, between the hours of 7:00 P.M. and 11:00 P.M. Thursday, Friday and Saturday:*

- 1. North Rush Street, both sides, from Oak Street to Cedar Street.*
- 2. North State Street, both sides, from Oak Street to Division Street.*
- 3. Elm Street, both sides, from one-half block west of North State Street to one-half block east of North State Street.*
- 4. Cedar Street, both sides, from North State Street to one-half block east of North Rush Street.*
- 5. West Maple Street, both sides, from one-half block west of North State Street to North State Street.*
- 6. Bellevue Place, both sides, from North State Street to one-half block east of North Rush Street.*

7. *Oak Street, both sides, from North State Street to one-half block east of North Rush Street.*

8. *West Division Street, both sides, from North Dearborn Street to North State Street.*

*(d) No person shall perform in the following public areas between Thanksgiving and Christmas and on Monday through Thursday between the hours of 11:00 A.M. and 2:00 P.M. and 4:00 P.M. and 7:30 P.M.; on Friday between 11:00 A.M. and 2:00 P.M. and 4:00 P.M. and 11:00 P.M.; all day Saturday; and all day Sunday until 5:30 P.M. on*

*Michigan Avenue, both sides, from Oak Street to Congress Parkway.*

*East Chicago Avenue, both sides, from one-half block east of North Michigan Avenue to one-half block west of North Michigan Avenue.*

*East Pearson Street, both sides, from North Mies Van Der Rohe Way to North Michigan Avenue.*

*East Chestnut Street, both sides, from North Mies Van Der Rohe Way to one-half block west of North Michigan Avenue.*

*East Delaware Street, both sides, from North Mies Van Der Rohe Way to one-half block west of North Michigan Avenue.*

*East Walton Street, both sides, from North Mies Van Der Rohe Way to one-half block west of North Michigan Avenue.*

*State Street, both sides, from Wacker Drive to Congress Parkway.*

*Wabash Avenue, both sides, from Wacker Drive to Congress Parkway.*

*Randolph Street, both sides, from State Street to Michigan Avenue.*

*Washington Street, both sides, from State Street to Michigan Avenue.*

*Madison Street, both sides, from State Street to Michigan Avenue.*

*Monroe Street, both sides, from State Street to Michigan Avenue.*

*Adams Street, both sides, from State Street to Michigan Avenue.*

*Jackson Street, both sides, from State Street to Michigan Avenue.*

(e) No person shall perform in any public area in the City of Chicago before the hour of 9:00 A.M. and after the hour of 11:00 P.M. on all days.

**36.1-8 Revocation Of Permit.**

(a) The Department of Revenue may suspend a permit for not more than 30 days if any information contained in the application thereof is found to be false.

(b) The Department of Revenue may suspend a permit for not more than 60 days or revoke a permit if a performer violates any of the provisions of this chapter.

(c) After revocation of a permit, the former performer may not obtain a new permit until such date as the Department of Revenue may determine, provided that such date shall not be more than one year after the date of revocation.

(d) No permit may be suspended or revoked unless the Department of Revenue holds a public hearing concerning that suspension or revocation, written notice of which has been given to the performer not less than 7 days prior to said public hearing. Such notice shall set forth the facts constituting the basis for the proposed suspension or revocation.

(e) Upon suspension or revocation of a permit, a performer may appeal the decision of the Department of Revenue before the Mayor's License Commission which shall have the power to reverse or modify the decision of the Department of Revenue, after holding a public hearing, in accordance with their rules as presently promulgated.

36.1-9. If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid by any court, such invalidity shall not affect the remaining provisions or applications of this ordinance to any other person or circumstance.

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

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**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, Etc.

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**I. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

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*Referred* -- ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.

The aldermen named below presented 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  |
|---------------------------|--|
| <i>ROTI</i> (1st Ward)    | <p>North Dearborn Street (west side) from a point 115 feet north of West Madison Street to a point 45 feet north thereof -- at all times -- no exceptions;</p> <p>East Jackson Boulevard (north side) from a point 85 feet west of the west property line of South Columbus Drive to a point 165 feet west thereof -- at all times -- no exceptions;</p> |
| <i>BURKE</i> (14th Ward)  | South Kedzie Avenue, at 6449 -- 6455 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;   |
| <i>GARCIA</i> (22nd Ward) | South Christiana Avenue (east side) at 2555 -- 2559 -- at all times;   |

| Alderman                     | Location, Distance And Time   |
|------------------------------|---|
| <i>SOLIZ</i> (25th Ward)     | South Western Avenue, at 2406, for approximately 35 feet -- 7:00 A.M. to 2:00 P.M. -- Monday through Friday;  |
| <i>CULLERTON</i> (38th Ward) | West Eddy Street, at 5618 -- 5626 -- at all times -- no exceptions;   |
| <i>LAURINO</i> (39th Ward)   | North Central Avenue, at 6441 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (15 minute limit);   |
| <i>SHILLER</i> (46th Ward)   | North Broadway, at 3561, from a point approximately 85 feet south of the south property line of West Addison Street to a point 30 feet south thereof -- at all times;<br><br>North Lake Shore Drive, at 3500 (place signs on northwest corner of West Cornelia Avenue at its intersection with North Lake Shore Drive). |

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*Referred* -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS  
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances and orders to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                 | Public Way   |
|--------------------------|--|
| <i>HUELS</i> (11th Ward) | West 32nd Street, from South Ashland Avenue to South Paulina Street -- westerly; |

Alderman

Public Way

West 32nd Place, from South Ashland Avenue to South Paulina Street -- easterly;

*KRYSTYNIAK* (23rd Ward)

South Melvina Avenue, from West 60th Street to West 63rd Street -- southerly;

*SOLIZ* (25th Ward)

West 17th Street, from South Hoyne Avenue to South Damen Avenue -- easterly;

*MELL* (33rd Ward)

North Talman Avenue, from West Wellington Avenue to West Diversey Avenue -- southerly.

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*Referred* -- REPEAL OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF SOUTH KENWOOD AVENUE.

Alderman T. Evans (4th Ward) presented a proposed ordinance which would repeal a previously passed ordinance by discontinuing the one-way traffic restriction in the 5400 block of South Kenwood Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION  
ON PORTION OF NORTH KILPATRICK AVENUE.

Alderman Hagopian (30th Ward) presented a proposed ordinance which would amend an ordinance passed on March 14, 1956 by discontinuing the one-way traffic restriction on North Kilpatrick Avenue, between West North Avenue and West Grand Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred --* INSTALLATION OF PARKING METERS ON PORTION  
OF WEST ONTARIO STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of parking meters on both sides of West Ontario Street, between North Orleans Street and North Kingsbury Street, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* REMOVAL OF PARKING METERS IN FRONT OF  
6441 NORTH CENTRAL AVENUE.

Alderman Laurino (39th Ward) presented a proposed order to remove the parking meters located in front of 6441 North Central Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* REMOVAL OF PARKING METERS IN FRONT  
OF 1241 NORTH WELLS STREET.

Alderman Natarus (42nd Ward) presented a proposed order to remove the parking meters located at the edge of the exit driveway at 1241 North Wells Street, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* REMOVAL OF PARKING METERS IN FRONT OF  
1514 NORTH WESTERN AVENUE.

Alderman Gutierrez (26th Ward) presented a proposed order to remove the parking meters located in front of 1514 North Western Avenue, which was *Referred to the Committee on Traffic Control and Safety*.



*Referred*-- LIMITATION OF PARKING DURING  
SPECIFIED HOURS AT DESIGNATED  
LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety, as follows:*

| Alderman               | Location, Distance And Time   |
|------------------------|---|
| MADRZYK (13th Ward)    | South Kolmar Avenue (west side) from West 63rd Street to the first alley north thereof -- one hour -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;  |
| KRYSTYNIAK (23rd Ward) | South Knox Avenue (west side) from South Archer Avenue to the first alley north thereof -- one hour -- 8:00 A.M. to 10:00 P.M. -- no exceptions;<br><br>South Knox Avenue (east side) from South Archer Avenue to West 51st Street -- one hour -- 8:00 A.M. to 10:00 P.M. -- no exceptions;<br><br>West 51st Street (north side) from South Tripp Avenue to South Keeler Avenue -- one hour -- 8:00 A.M. to 6:00 P.M. -- no exceptions; |
| BANKS (36th Ward)      | North Harlem Avenue, from 3511 to 3519 -- 30 minutes -- 8:00 A.M. to 6:00 P.M. -- daily.  |

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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 and times specified, which were *Referred to the Committee on Traffic Control and Safety, as follows:*

| Alderman                    | Location, Distance And Time  |
|-----------------------------|--|
| <i>ROTI</i> (1st Ward)      | West 23rd Place, at 256 (except for handicapped);  |
| <i>TILLMAN</i> (3rd Ward)   | South Princeton Avenue, at 5917 (except for handicapped);<br>South Wabash Avenue, at 5827 (except for handicapped);  |
| <i>T. EVANS</i> (4th Ward)  | East 41st Street, at 804 (except for handicapped);   |
| <i>BLOOM</i> (5th Ward)     | East 67th Street, at 1737 (except for handicapped);  |
| <i>BEAVERS</i> (7th Ward)   | South Essex Avenue, at 7820 (except for handicapped);<br>East 93rd Street, at 2822 (except for handicapped);   |
| <i>VRDOLYAK</i> (10th Ward) | South Avenue G, at 10505 (except for handicapped -- two applicants);<br>South Avenue M, at 13314 (except for handicapped);   |
| <i>HUELS</i> (11th Ward)    | South Wallace Street, at 2845, for approximately 25 feet (except for handicapped);<br>South Wallace Street, at 3807, for approximately 25 feet (except for handicapped); |

| Alderman                    | Location, Distance And Time   |
|-----------------------------|---|
| <i>FARY</i> (12th Ward)     | West 51st Street, at 1258, for approximately 25 feet (except for handicapped);          |
| <i>MADRZYK</i> (13th Ward)  | West 38th Street, at 3301 (except for handicapped);                                     |
| <i>BURKE</i> (14th Ward)    | South Cicero Avenue (both sides) from West 65th Street to the first alley east thereof; |
| <i>LANGFORD</i> (16th Ward) | South Campbell Avenue, at 5748 (except for handicapped);                                |
| <i>STREETER</i> (17th Ward) | South Troy Street, at 5916 (except for handicapped);                                    |
| <i>SHEAHAN</i> (19th Ward)  | West 53rd Street, at 2954 (except for handicapped);                                     |
| <i>J. EVANS</i> (21st Ward) | South Sangamon Street, at 6641 (except for handicapped);                                |
|                             | South Throop Street, at 5626 (except for handicapped);                                  |
|                             | South Harvard Avenue, at 7917 (except for handicapped);                                 |
|                             | South Winchester Avenue, at 10009;  |
|                             | South Halsted Street, at 9217 (except for handicapped);                                 |

| Alderman                      | Location, Distance And Time   |
|-------------------------------|---|
|                               | South Throop Street (west side) at 9500 -- 9600;  |
| <i>GARCIA</i> (22nd Ward)     | South Homan Avenue, at 2251 (except for handicapped);   |
| <i>KRYSTYNIAK</i> (23rd Ward) | West 49th Street (north side) from South Knox Avenue to the first alley east thereof;                             |
|                               | West 64th Place, at 6910 (except for handicapped);  |
| <i>SOLIZ</i> (25th Ward)      | South Laflin Street (west side) from a point 125 feet north of West Cermak Road to a point 45 feet north thereof; |
|                               | South Throop Street, at 1910 (except for handicapped);  |
| <i>GUTIERREZ</i> (26th Ward)  | North Talman Avenue, at 1854 (except for handicapped);  |
| <i>SMITH</i> (28th Ward)      | West Jackson Boulevard (north side) at 4657;  |
|                               | West Jackson Boulevard (north side) at 4759;  |
| <i>DAVIS</i> (29th Ward)      | West Congress Street, at 5336 (except for handicapped);   |
|                               | West Dalton Street, at 5819 (except for handicapped);   |
|                               | West Huron Street, at 5818 (except for handicapped);  |

| Alderman                                     | Location, Distance And Time   |
|--|---|
| <i>HAGOPIAN</i> (30th Ward)                  | <p>West Iowa Street, at westernmost parking space of the 5700 block on the odd-numbered side of street (except for handicapped);</p> <p>North Mason Avenue, at 1412 (except for handicapped);</p> |
| <i>FIGUEROA</i> (31st Ward)                  | <p>North Keeler Avenue, at 1806 (except for handicapped);</p> <p>North Menard Avenue, at 1700 (except for handicapped);</p> <p>West Palmer Avenue, at 4735 (except for handicapped);</p>          |
| <i>GABINSKI</i> (32nd Ward)                  | <p>North Ridgeway Avenue, at 1418 (except for handicapped);</p> <p>North Leavitt Avenue, at 814 (except for handicapped);</p> <p>West LeMoyne Street, at 1641 (except for handicapped);</p>       |
| <i>MELL</i> (33rd Ward)                      | <p>North Stave Street, at 2167 (except for handicapped);</p> <p>West Wellington Avenue, at 2133 (except for handicapped);</p>   |
| <i>CULLERTON</i> for <i>MELL</i> (33rd Ward) | <p>North Wisner Avenue, at 2921 (except for handicapped);</p>   |
| <i>KOTLARZ</i> (35th Ward)                   | <p>North Avers Avenue, at 2423 (except for handicapped);</p> <p>North Avers Avenue, at 2955 (except for handicapped);</p>   |

| Alderman                     | Location, Distance And Time   |
|------------------------------|---|
|                              | North Harding Avenue, at 3107 (except for handicapped);   |
|                              | North Kedzie Avenue, at 4118 (except for handicapped);  |
| <i>BANKS</i> (36th Ward)     | North Octavia Avenue, at 3123 (except for handicapped);   |
| <i>CULLERTON</i> (38th Ward) | West Berenice Avenue, at 6302 (except for handicapped);   |
|                              | West Henderson Street, at 4835 (except for handicapped);  |
| <i>LAURINO</i> (39th Ward)   | North Jersey Avenue, at 5731 (except for handicapped);  |
| <i>O'CONNOR</i> (40th Ward)  | West Catalpa Avenue, at 2502 (except for handicapped);  |
| <i>STONE</i> (50th Ward)     | West Estes Avenue (south side) from North Rockwell Street east to the dead end (effective May 10 through May 14, 1989). |

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*Referred* -- PROHIBITION OF PARKING DURING SPECIFIED  
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours specified and at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                      | Location, Distance And Time  |
|-------------------------------|--|
| <i>KRYSTYNIAK</i> (23rd Ward) | South Latrobe Avenue, from South Archer Avenue to the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Saturday;   |
| <i>GUTIERREZ</i> (26th Ward)  | North Western Avenue, at 1514, for approximately 12 feet north and south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;   |
| <i>NATARUS</i> (42nd Ward)    | West Wendell Street (both sides) from North Wells Street east to the dead end -- 6:30 A.M. to 6:30 P.M. -- Monday through Saturday;  |
| <i>SCHULTER</i> (47th Ward)   | North Ashland Avenue (both sides) from West Foster Avenue to West Roscoe Street -- 7:00 A.M. to 9:00 A.M. -- Monday, Wednesday and Friday (east side only) -- Tuesday and Thursday (west side only). |

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF  
WEST RACE STREET.

Alderman Butler (27th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "West Race Street, at 2058 -- no parking -- at all times", relative to the parking prohibition on a portion of West Race Street and inserting in lieu thereof "West Race Street, at 2059 -- no parking - - at all times", which was *Referred to the Committee on Traffic Control and Safety.*

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF  
EAST 25TH STREET.

Alderman Roti (1st Ward) presented a proposed ordinance which would amend an ordinance passed on December 18, 1963 by striking the words "East 25th Street (north side) from South State Street to South Lake Park Avenue -- no parking any time" relative to the parking prohibition on a portion of East 25th Street and inserting in lieu thereof "East 25th Street (north side) from South State Street to South Michigan Avenue -- no parking any time"; "East 25th Street (north side) from a point 245 feet east of South Michigan Avenue to a point 41 feet east thereof -- no parking any time (public benefit)"; and "East 25th Street (north side) from South Prairie Avenue to South Lake Park Avenue -- no parking any time", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- RELOCATION OF PARKING PROHIBITION FROM 1942 NORTH  
KENNETH AVENUE TO 5103 WEST NEWPORT AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to relocate the parking prohibition currently in effect at 1942 North Kenneth Avenue to a new location at 5103 West Newport Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION AT  
3727 NORTH BROADWAY.

Alderman Shiller (46th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition at 3727 North Broadway, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF SOUTH MICHIGAN AVENUE.

Alderman Roti (1st Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on the east side of South Michigan



Avenue from East 25th Street to East 26th Street, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* DISCONTINUANCE OF PARKING PROHIBITION AT  
3512 WEST 72ND STREET.

Alderman Madrzyk (13th Ward) presented a proposed ordinance which would amend an ordinance passed on September 22, 1988 (Council Journal page 17820) by discontinuing the parking prohibition at 3512 West 72nd Street, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING  
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman               | Location, Distance And Time   |
|------------------------|---|
| KRYSTYNIAK (23rd Ward) | South Avers Avenue (both sides) in the 4800 block -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;                                     |
|                        | West 49th Street (south side) from South Knox Avenue to the first alley east thereof -- 6:00 A.M. to 10:00 P.M. -- Monday through Friday; |
| GUTIERREZ (26th Ward)  | North Humboldt Boulevard (east side) in the 2000 block -- at all times;   |
|                        | North Maplewood Avenue (both sides) between West North Avenue and West Wabansia Street -- at all times;                                   |

| Alderman                      | Location, Distance And Time  |
|-------------------------------|--|
| <i>MELL</i> (33rd Ward)       | North Mozart Street (both sides) from West Logan Boulevard to West Wrightwood Avenue -- 3:30 P.M. to 10:00 P.M. -- Monday through Saturday;  |
| <i>LAURINO</i> (39th Ward)    | North Minnehaha Avenue, from 6307 to 6343;   |
| <i>EISENDRATH</i> (43rd Ward) | West Belden Avenue, in the 700 block;<br>North Burling Street, in the 2200 block;<br>and North Orchard Street (both sides) in the 2200 block -- at all times;  |
| <i>LEVAR</i> (45th Ward)      | West Carmen Avenue (both sides) in the 5200 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;<br><br>West Strong Street (both sides) in the 5100 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; |
| <i>OSTERMAN</i> (48th Ward)   | West Norwood Street, from North Greenview Avenue to the first north-south alley east of North Clark Street -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday.   |

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH NORTHCOTT AVENUE.

Alderman Pucinski (41st Ward) presented a proposed ordinance which would amend an ordinance passed on November 16, 1988 (Council Journal page 19292) by striking the words "North Northcott Avenue (both sides) between West Hurlbut Street and West Somerset Avenue -- at all times (Zone 49)" relative to the residential permit parking zone on a portion of North Northcott Avenue and inserting in lieu thereof "North Northcott Avenue (both sides)

between West Hobart Avenue and West Somerset Avenue (5600 block) -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT  
PARKING ZONE ON PORTION OF WEST  
DAKIN STREET.*

Alderman Cullerton (38th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone at all times on both sides of West Dakin Street in the 5300 block, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT  
PARKING ZONE ON PORTION OF WEST  
EDDY STREET.*

Alderman Cullerton (38th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone at all times on the north side of West Eddy Street in the 5600 block, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL  
PARKING AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                    | Location And Distance  |
|-----------------------------|--|
| <i>BURKE</i> (14th Ward)    | South Kedzie Avenue, at 6200 (alongside West 62nd Street) from South Kedzie Avenue to the first alley east thereof;  |
| <i>HAGOPIAN</i> (30th Ward) | North Knox Avenue (east side) from West Belmont Avenue to West Wellington Avenue;<br><br>West Dickens Avenue (south side) from North Monitor Avenue to a point approximately 250 yards east thereof. |

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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 and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                   | Location, Distance And Time   |
|----------------------------|---|
| <i>ROTI</i> (1st Ward)     | West Tilden Street (north side) from a point 119 feet west of South Clinton Street to a point 23 feet west thereof -- at all times -- no exceptions;<br><br>West Tilden Street (south side) from South Jefferson Street to South Clinton Street -- at all times -- no exceptions; |
| <i>NATARUS</i> (42nd Ward) | City Front Plaza Drive (both sides) from upper East Illinois Street to upper East North Water Street -- at all times -- no exceptions;<br><br>West Erie Street, at 430 (in front of main entrance) -- at all times -- no exceptions;  |

Alderman

Location, Distance And Time

West Erie Street (west side) at 430  
(alongside North Hudson Avenue) in  
front of the freight elevator -- at all times  
-- no exceptions;

Upper East Illinois Street (both sides)  
from North Michigan Avenue to City  
Front Plaza Drive -- at all times -- no  
exceptions;

Upper North Water Street (both sides)  
from East Columbus Drive to City Front  
Plaza Drive -- at all times -- no  
exceptions;

North Wells Street, at 1241 (at the south  
end of exit driveway) -- at all times -- no  
exceptions;

*SHILLER* (46th Ward)

North Fremont Street, at 3717 -- 3719 --  
at all times -- no exceptions.

---

*Referred* -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL  
SIGNALS AT INTERSECTION OF EAST 50TH STREET  
AND SOUTH INDIANA AVENUE.

Alderman Tillman (3rd Ward) presented a proposed order for the installation of automatic traffic control signals at the intersection of East 50th Street and South Indiana Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- INSTALLATION OF TRAFFIC SIGNS AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                    | Location And Type Of Sign                                       |
|-----------------------------|---|
| <i>TILLMAN</i> (3rd Ward)   | West 62nd Street and South Normal Boulevard -- "Four-Way Stop"; |
| <i>T. EVANS</i> (4th Ward)  | East 46th Street, at South Ellis Avenue -- "Stop";              |
| <i>CALDWELL</i> (8th Ward)  | East 89th Street and South Paxton Avenue -- "Stop";             |
|                             | East 90th Street and South Harper Avenue -- "Four-Way Stop";    |
|                             | East 91st Street and South Harper Avenue -- "Four-Way Stop";    |
| <i>SHAW</i> (9th Ward)      | South Calumet Avenue, at East 106th Street -- "Stop";           |
| <i>HUELS</i> (11th Ward)    | West 28th Street and South Normal Avenue -- "Stop";             |
| <i>MADRYZK</i> (13th Ward)  | South Kolin Avenue, at 6800 -- "Stop";                          |
|                             | South Lamont Avenue, at 6400 -- "Stop";                         |
|                             | South Springfield Avenue and West 79th Place -- "Two-Way Stop"; |
| <i>STREETER</i> (17th Ward) | South Carpenter Street, at West 80th Street -- "Stop";          |
|                             | West 76th Street, at South Lowe Avenue -- "Stop";               |
|                             | West 76th Street, at South Normal Avenue -- "Stop";             |

| Alderman                      | Location And Type Of Sign   |
|-------------------------------|---|
| <i>KELLAM</i> (18th Ward)     | South Pulaski Road, at 8337 -- "One-Hour Parking -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday"; |
| <i>SHEAHAN</i> (19th Ward)    | West 104th Street and South Leavitt Avenue -- "Four-Way Stop";  |
|                               | West 104th Street and South Oakley Avenue -- "Four-Way Stop";   |
|                               | West 107th Place and South Bell Avenue -- "Three-Way Stop";   |
|                               | West 108th Place and South Bell Avenue -- "Three-Way Stop";   |
| <i>J. EVANS</i> (21st Ward)   | South Parnell Avenue, at West 97th Street -- "Stop";  |
|                               | South Wentworth Avenue, at West 100th Street -- "Stop";   |
|                               | West 98th Street, at South Wallace Street -- "Stop";  |
| <i>GARCIA</i> (22nd Ward)     | South Central Park Avenue, at West 28th Street -- "Stop";   |
|                               | West 30th Street and South St. Louis Avenue -- "Four-Way Stop";   |
| <i>KRYSTYNIAK</i> (23rd Ward) | West 48th Street, at South Keeler Avenue -- "Stop";   |
|                               | West 48th Street, at South La Crosse Avenue -- "Stop";  |
|                               | West 58th Place and South Hamlin Avenue -- "Four-Way Stop";   |

| Alderman                     | Location And Type Of Sign  |
|------------------------------|--|
| <i>SOLIZ</i> (25th Ward)     | West 23rd Street and South California Avenue -- "Three-Way Stop";  |
| <i>HAGOPIAN</i> (30th Ward)  | North Mango Avenue, at West Belden Avenue -- "Stop";   |
| <i>MELL</i> (33rd Ward)      | North Albany Avenue, at West Roscoe Street -- "Stop";  |
| <i>KOTLARZ</i> (35th Ward)   | North Ridgeway Avenue and West School Street -- "Four-Way Stop";<br><br>North Harding Avenue at North Elston Avenue -- "Stop";   |
| <i>BANKS</i> (36th Ward)     | West Grace Street and North Pittsburgh Avenue -- "Stop";   |
| <i>CULLERTON</i> (38th Ward) | West Dakin Avenue, at North Meade Avenue -- "Stop";<br><br>West Eastwood Avenue, at North Mobile Avenue -- "Stop";<br><br>West Pensacola Avenue and North Linder Avenue -- "Three-Way Stop";<br><br>North Monitor Avenue, at West Sunnyside Avenue -- "Stop";<br><br>West Patterson Avenue, at North Leclair Avenue -- "Stop"; |
| <i>LAURINO</i> (39th Ward)   | North Harding Avenue and West Leland Avenue -- "Stop";<br><br>West Bryn Mawr Avenue, between North Central Park Avenue and North Monticello Avenue -- "Stop";  |



| Alderman                      | Location And Type Of Sign   |
|-------------------------------|---|
|                               | West Berwyn Avenue and North Sawyer Avenue -- "All-Way Stop";   |
|                               | West Granville Avenue, at North Springfield Avenue -- "Stop";   |
| <i>O'CONNOR</i> (40th Ward)   | North California Avenue, between West Bryn Mawr Avenue and West Lawrence Avenue -- "25 miles per hour"; |
|                               | North Richmond Street and West Hollywood Avenue -- "Four-Way Stop";                                     |
| <i>PUCINSKI</i> (41st Ward)   | West Foster Avenue and North Oketo Avenue -- "Four-Way Stop";   |
|                               | West Higgins Avenue, at 7001 -- "One-Hour Parking -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday";  |
| <i>NATARUS</i> (42nd Ward)    | West Blackhawk Street and North Hudson Avenue -- "Four-Way Stop";                                       |
| <i>EISENDRATH</i> (43rd Ward) | North Wayne Avenue and West Wrightwood Avenue -- "Four-Way Stop";                                       |
| <i>HANSEN</i> (44th Ward)     | North Seminary Avenue, at West Wolfram Street -- "Stop";  |
| <i>SCHULTER</i> (47th Ward)   | North Wolcott Avenue, at West Sunnyside Avenue -- "Stop";   |
|                               | West Cornelia Avenue, at North Leavitt Street -- "Stop";  |
|                               | North Paulina Avenue, at West Cornelia Avenue -- "Stop";  |

| Alderman                    | Location And Type Of Sign  |
|-----------------------------|--|
|                             | West Cornelia Avenue, at North Marshfield Avenue -- "Stop";  |
|                             | West Grace Street, at North Paulina Avenue -- "Stop";  |
| <b>OSTERMAN</b> (48th Ward) | West Glenlake Avenue and North Winthrop Avenue -- "Four-Way Stop";   |
|                             | West Glenlake Avenue and North Kenmore Avenue -- "Four-Way Stop";  |
| <b>ORR</b> (49th Ward)      | Entrance to the first north-south alley west of North Sheridan Road for eastbound traffic on West Rosemont Avenue -- "No Right Turn -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday"; |
|                             | Entrance to the first north-south alley west of North Sheridan Road at West Rosemont Avenue for southbound traffic -- "Do Not Enter -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday"; |
| <b>STONE</b> (50th Ward)    | West North Shore Avenue, at North Fairfield Avenue -- "Stop".  |

---

*Referred* -- PROPOSED STUDY REGARDING INSTALLATION OF  
"FOUR-WAY STOP" SIGNS AT 8100  
SOUTH ARTESIAN AVENUE.

Alderman Kellam (18th Ward) presented a proposed order to study the feasibility of installing "Four-Way Stop" signs at 8100 South Artesian Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- PROPOSED SURVEY REGARDING INSTALLATION OF "STOP"  
SIGNS AT INTERSECTION OF WEST IOWA STREET AND  
NORTH MASSASOIT AVENUE.

Alderman Davis (29th Ward) presented a proposed order to cause a survey to be made for the purpose of erecting "Stop" signs at the intersection of West Iowa Street and North Massasoit Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- TIME LIMITATION ESTABLISHED FOR "NO PARKING"  
SIGNS ON PORTION OF WEST DEVON AVENUE.

Alderman Stone (50th Ward) presented a proposed order to affix the language "April 15 to November 1" onto the existing "No Parking" signs located on both sides of West Devon Avenue between North Damen Avenue and North Kedzie Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- REMOVAL OF "NO PARKING" SIGNS IN FRONT  
OF 5926 WEST MADISON STREET.

Alderman Davis (29th Ward) presented a proposed order to remove the "No Parking" signs in front of 5926 West Madison Street, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ESTABLISHMENT OF FIVE-TON WEIGHT LIMIT  
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances and orders to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                      | Location And Distance  |
|-------------------------------|--|
| <i>HUELS</i> (11th Ward)      | West 32nd Place, from South Ashland Avenue to South Paulina Street;  |
|                               | West 32nd Street, from South Ashland Avenue to South Paulina Street; |
| <i>STREETER</i> (17th Ward)   | West 74th Place, from South Racine Avenue to South Ada Street;       |
| <i>KRYSTYNIAK</i> (23rd Ward) | South Lockwood Avenue, from South Archer Avenue to West 55th Street. |

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## 2. ZONING ORDINANCE AMENDMENTS.

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

The aldermen named below presented four 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 SHAW** (9th Ward):

To classify as a B5-2 General Service District instead of an R4 General Residence District the area shown on Map No. 26-E bounded by

a line 70 feet north of East 110th Place; the alley next west of and parallel to South Edbrooke Avenue; a line 33.1 feet north of East 110th Place; and South Michigan Avenue,

To classify as a B5-2 General Service District instead of an R3 General Residence District the area shown on Map No. 28-E bounded by

East 114th Street; South Michigan Avenue; East 115th Street; and South State Street.

*BY ALDERMAN HUELS (11th Ward):*

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by

a line 223.97 feet south of and parallel to West 31st Street; to the center line of South Lowe Avenue; to a line 248.97 feet south of and parallel to West 31st Street; to the center line of the first alley east of and parallel to South Lowe Avenue.

*BY ALDERMAN FIGUEROA (31st Ward):*

To classify as a B4-1 Restricted Service District instead of a B3-1 General Retail District the area shown on Map No. 3-K bounded by

West North Avenue; a line 75 feet east of and parallel to North Keeler Avenue; the alley next south of and parallel to West North Avenue; and a line 100 feet east of and parallel to North Keeler Avenue.

*BY ALDERMAN EISENDRATH (43rd Ward):*

To classify as a Residential-Business Planned Development instead of a B4-2 Restricted Service District the area shown on Map No. 5-G bounded by

West Webster Avenue; North Seminary Avenue; the alley next south of West Webster Avenue; and North Racine Avenue.

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*CLAIMS.*

*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

The aldermen named below presented one hundred twenty-three 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  |
|----------------------------|---|
| <i>ROTI</i> (1st Ward)     | Westgate Center Condominium Association;                        |
|                            | 1147 West Ohio Condominium Association, Incorporated;           |
|                            | 1143 South Plymouth Court Condominium Association;              |
| <i>T. EVANS</i> (4th Ward) | Ellis Cooperative;  |
|                            | Powhatan Building Corporation;                                  |
| <i>BLOOM</i> (5th Ward)    | Blackstone Condominium;   |
|                            | Chappel Court Condominium Association;                          |
|                            | East Park Condominium Association;                              |
|                            | East View Park Condominium Association;                         |
|                            | Hampton House Condominium;                                      |
|                            | Shore Club Condominium Association;                             |
|                            | Shoreline Condominium;  |
|                            | 5435 -- 5437 South Hyde Park Boulevard Condominium Association; |
|                            | 5457 -- 5459 South Hyde Park Boulevard Condominium;             |

Alderman

Claimant

5526 -- 5528 Blackstone Condominium  
Corporation;

5627 -- 5629 Dorchester Condominium  
Association;

*MADRZYK* (13th Ward)

Mr. Leonard Gusanders;

King's Court Condominium Association  
Phase I;

*KELLAM* (18th Ward)

2728 West 87th Street Condominium  
Association;

*SHEAHAN* (19th Ward)

Mrs. Delois Jennings;

La Bella Casa Condominium;

*KRYSTYNIAK* (23rd Ward)

Aherlaw Condominium Association;

Mr. Nicholas Black;

Courtyard Condominium II;

Garfield Cove Condominium;

Mr. John Halko;

Mr. Mark R. Oles;

Ms. Milagros Reyes;

Mr. Ted Tomczak;

*GABINSKI* (32nd Ward)

Hoyne Condominium Association;

*MELL* (33rd Ward)

Abdellah Ghanayen;

Mr. Felix Quinones, Jr.;

## Alderman

## Claimant

*KOTLARZ* (35th Ward)2808 -- 2810 West Logan Boulevard  
Condominium Association;

Blue-Cab Northwest;

Ms. Dana Calderone;

Mr. William A. Karnezis;

Ms. Dolores Tyler-Logan;

*CULLERTON* (38th Ward)Addison Heritage Condominium  
Association;Heather Terrace Condominium  
Association;Montrose Manor Condominium  
Association;*LAURINO* (39th Ward)

Ms. Joanne Feldhaus;

Lincolnwood Terrace Condominium  
Association;*PUCINSKI* (41st Ward)

Cassiel Condominium Association;

Edison Park Place Condominium  
Association;Edison Village Condominium  
Association;Friendly Village No. 2  
Condominium Association;Friendly Village No. 4  
Condominium Association;

Ms. Louis Langer;

Northwest Terrace Building No. 3;



## Alderman

## Claimant

*NATARUS* (42nd Ward)

5950 North Odell Condominium  
Association;

6853 -- 6855 North Olmsted  
Condominium, Incorporated;

Hanover Condominium Association;

McConnell Apartments Condominium  
Association (6);

Ms. Betty Miller;

*EISENDRATH* (43rd Ward)

Brittany Of Lincoln Park Condominium  
Association;

City Commons Condominium  
Association;

Howe Court Condominium Association;

McCormick Mansion Condominium  
Association;

Wisconsin Court Condominium  
Association (2);

401 Webster Condominium Association;

1410 North State Parkway  
Condominium Association;

1450 Dearborn Condominium  
Association;

2014 North Sheffield Condominium  
Association (2);

2144 Lincoln Park West Condominium  
Homeowners Association;

2333 North Geneva Terrace  
Condominium Association;

## Alderman

## Claimant

*HANSEN* (44th Ward)

Cambridge Condominium Association;

East Lakeview Townhouse Homeowners  
Association;The 3440 North Lake Shore Drive  
Condominium Association;3470 North Lake Shore Drive  
Condominium Association;*LEVAR* (45th Ward)

Cameron Courts Condominium;

Janis Courts Association;

Jeffersonian Condominium Association;

Keeler Arms;

Keystone Courts Condominium No. 1  
(3);

Keystone Courts Condominium No. 2;

The Park Condominium Association;

*SHILLER* (46th Ward)

Buena Park Condominium Association;

Grace Condominium Association;

Pine Grove Place, Incorporated;

Plantation Condominium Homeowners  
Association (4);616 -- 618 Waveland Condominium  
Association (4);3825 -- 3827 North Kenmore  
Condominium Association;

## Alderman

## Claimant

*OSTERMAN* (48th Ward)

Beach Point Tower Condominium;  
Dunbar's Estes Court Condominium;  
Granville Tower Condominium;  
Lakeside Place Condominium;  
Sheridan Shores Condominium;  
Surfside Condominium;  
918 West Winona Condominiums;  
938 -- 940 West Carmen Avenue  
Condominiums;  
1248 -- 1254 West Thorndale  
Condominium Association;  
1319 -- 1321 West Ardmore  
Condominium Association;  
5445 Edgewater Plaza  
Condominium Association;

*ORR* (49th Ward)

Birchwood-On-The-Lake  
Condominium Association;  
Damen Park Condominium Corporation;  
Point Loma Condominium Association;  
Sheridan Lakeside Condominium  
Association;  
1950 West Fargo Condominium;

*STONE* (50th Ward)

Artesian Garden Condominium  
Association;  
Fountain View Condominium  
Association;

Alderman

Claimant

Granville Court Condominium  
East Association;

Park Crest Condominium Association;

Park Garden Co-op Apartments  
Corporation;

Ridge Park Condominium Association;

6114 - 6116 North Hamilton Avenue  
Building Co-op Corporation;

7524 Ridge Building Corporation (2).

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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):**

**DRAFTING OF ORDINANCE 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 remaining south 100 feet of the north-south 16-foot public alley in the block bounded by West Harrison Street, West Polk Street, South Ashland Avenue and South Laflin Street for Saint Basil Greek Orthodox Church (No. 17-1-89-1353); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

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*Referred* -- EXEMPTION OF VARIOUS APPLICANTS FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, three proposed ordinances to exempt the applicants listed below from the physical barrier requirement pertaining to alley accessibility at the locations specified, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which were *Referred to the Committee on Streets and Alleys*, as follows:

J. E. A., Incorporated -- for the parking facility adjacent to 215 East Cermak Road;

Mr. Philip Kupritz -- for the parking facility adjacent to 924 South Morgan Street; and

Stein and Company Federal Center, Incorporated -- for the parking facility adjacent to 77 West Jackson Boulevard/301 South Clark Street.

---

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, eleven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Oyster, Incorporated, doing business as Dearborn Street Oyster Bar -- to maintain and use a portion of the public way adjacent to 411 South Dearborn Street for a sidewalk cafe;

Deli on Dearborn, doing business as Deli on Dearborn Restaurant -- to maintain and use a portion of the public way adjacent to 723 South Dearborn Street for a sidewalk cafe;

Electric Beer Pump, Incorporated, doing business as Alcock's "We Rock" -- to maintain and use a portion of the public way adjacent to 411 South Wells Street for a sidewalk cafe;

Irving's for Red Hot Lovers Number 5, Incorporated, doing business as Irving's Number 5 -- to maintain and use a portion of the public way adjacent to 111 North Wells Street for a sidewalk cafe;

K & E Enterprises, Incorporated, doing business as Croissant & Company -- to maintain and use a portion of the public way adjacent to 203 North Wabash Avenue for a sidewalk cafe;

Ms. Angela Mitchell, doing business as Artist's Snack Shop -- to maintain and use a portion of the public way adjacent to 412 South Michigan Avenue for a sidewalk cafe;

Salvador's Mexican Restaurant on Randolph, doing business as Salvador's -- to maintain and use a portion of the public way adjacent to 30 East Randolph Street for a sidewalk cafe;

Stein and Company Federal Center, Incorporated -- to construct, maintain and use thirty caissons in the public way adjacent to 77 West Jackson Boulevard;

Trinken, Incorporated, doing business as Tap and Growler Restaurant -- to maintain and use a portion of the public way adjacent to 901 West Jackson Boulevard for a sidewalk cafe;

Yofi Tofi Enterprises, Incorporated, doing business as Orly's Restaurant Saloon & Bakery -- to maintain and use a portion of the public way adjacent to 600 South Dearborn Street for a sidewalk cafe; and

733 South Dearborn Corporation, doing business as Moonraker -- to maintain and use a portion of the public way adjacent to 733 South Dearborn Street for a sidewalk cafe.

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*Referred* -- APPROVAL OF PLAT OF MC LEAN RESUBDIVISION  
ON PORTION OF SPECIFIED PUBLIC WAY.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of McLean Resubdivision located in the block bounded by West 13th Street; South Federal Street, West 14th Street and South Plymouth Court, which was *Referred to the Committee on Streets and Alleys.*

*Referred* -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND  
AT WEST RANDOLPH STREET AND NORTH  
DEARBORN STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Ms. Gail P. Gray for the operation of a newsstand on the southeast corner of West Randolph Street and North Dearborn Street on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- ISSUANCE OF PERMITS TO HOLD OUTDOOR FAIRS  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to issue permits to the applicants listed to hold the outdoor fairs noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

The Berghoff Restaurant -- to hold an Oktoberfest street fair on that part of West Adams Street between South Dearborn Street and South State Street for the period extending September 12 through September 17, 1989; and

Old Saint Patrick's Church -- to hold the Old Saint Patrick's Church World's Largest Block Party street fair on that part of South Desplaines Street between West Monroe Street and West Jackson Boulevard, and on that part of West Adams Street between the Kennedy Expressway and South Jefferson Street for the period extending July 20 through July 23, 1989.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SPECIFIED STREETS FOR VARIOUS PURPOSES.

Also, seven proposed orders directing the Commissioner of Public Works to grant permission to the applicants named as noted, to close to traffic the public ways specified for the purposes listed, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Burnham Park Planning Board, c/o Ms. Bette Cerf Hill -- to close to traffic that part of South Dearborn Street between West Polk Street and West Harrison Street, and that part of West Polk Street between South Plymouth Court and South Federal Street for the Fifth Annual Printers Row Book Fair during the period of June 17 and 18, 1989;

Chicago Theatre, c/o Mr. Anthony Schiller -- to close to traffic the north side of East Benton Place from the backstage loading door of the Chicago Theatre to the front of the building on State Street in conjunction with the David Letterman Show for the period extending April 27 through May 6, 1989;

Greater State Street Council, c/o Lisa Capone -- to close to traffic that part of State Street between Lake Street and Jackson Boulevard for their Third Annual Street Festival for the period extending June 14 through June 16, 1989;

March of Dimes Birth Defects Foundation/Greater Chicago Area -- to close to traffic that part of the east-west alley bounded by West Adams Street, South State Street, West Monroe Street and South Dearborn Street for limited vehicular parking in conjunction with the Foundation's Golden Mile Event on Thursday, April 6, 1989;

National Association of Letter Carriers -- to close to traffic the northbound lanes of South Michigan Avenue between 1401 and 1411 for a groundbreaking ceremony on Sunday, April 30, 1989;

National Restaurant Association, c/o Mr. Jim Brimm -- to close to traffic that part of East Columbus Drive between South Balbo Avenue and South Lake Shore Drive, and that part of the East Roosevelt Road between South Lake Shore Drive and South Columbus Drive in conjunction with the 10K Road Race on Sunday, May 21, 1989; and

University Vill Association, c/o Ms. Joan M. Caluse -- to close to traffic that part of West Taylor Street between South Morgan Street and South Halsted Street for an event entitled "Touch of Italy" for the period extending June 15 through June 19, 1989.

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**Referred -- ISSUANCE OF PERMIT TO STEIN AND COMPANY  
FEDERAL CENTER, INCORPORATED TO CONSTRUCT  
AND MAINTAIN CANOPY AT 77 WEST  
JACKSON BOULEVARD.**

Also, a proposed order directing the Commissioner of General Services to issue a permit to Stein and Company Federal Center, Incorporated for the construction, maintenance and use of a canopy to be attached to the building or structure at 77 West Jackson Boulevard, which was *Referred to the Committee on Streets and Alleys.*



Presented By

**ALDERMAN RUSH (2nd Ward):**

*Referred* -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL  
POLICE EMPLOYED BY ILLINOIS COLLEGE OF  
OPTOMETRY.

A proposed ordinance requiring Illinois College of Optometry to pay a ten dollar license fee for each of the special police employed therein, pursuant to Chapter 173, Section 173-6 of the Municipal Code, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN T. EVANS (4th Ward):**

*Referred* -- PERMISSION TO HOLD ANNIVERSARY FESTIVAL ON  
PORTION OF EAST 46TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Church of God to hold an anniversary festival on that part of East 46th Street from South Drexel Avenue to the first alley east thereof during the period of May 27 and 28, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN T. EVANS (4th Ward),  
ALDERMAN BLOOM (5th Ward) And  
ALDERMAN JONES (20th Ward):**

*Referred* -- PERMISSION TO HOLD 10K GARGOYLE GALLOP ON  
PORTIONS OF SPECIFIED STREETS.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Bill Gersten of the Blue Gargoyle to hold the 10K Gargoyle Gallop on that part of East 57th

Street between South University Avenue and South Cornell Drive, and on that part of South Cornell Drive between the Wooden Island area and East 63rd Street on Sunday, May 7, 1989, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
EAST 60TH STREET FOR HELICOPTER PRIVILEGES.*

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Lee Caldwell to close to traffic that part of East 60th Street between South University Avenue to South Woodlawn Avenue for air lifting two cooling towers by helicopter to the University of Chicago on Saturday, April 22, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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Presented By

**ALDERMAN BLOOM (5th Ward) And  
ALDERMAN BEAVERS (7th Ward):**

*Referred -- PERMISSION TO HOLD ANNUAL SIDEWALK SALE ON  
PORTIONS OF SPECIFIED STREETS.*

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Ainsay R. Muhammed of the South Shore Council of Commerce to hold its annual sidewalk sale on both sides of East 71st Street between South Exchange Boulevard and South Stony Island Avenue, on both sides of East 75th Street between South Exchange Avenue and South Stony Island Avenue, and on both sides of East 79th Street between South Exchange Avenue and South Stony Island Avenue for the period extending July 20 through July 22, 1989, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN CALDWELL (8th Ward):

CONGRATULATIONS EXTENDED TO MS. NELLIE HICKMAN AS  
WINNER OF BLUM-KOVLER EDUCATIONAL FOUNDATION  
AND OFFICE OF SPECIAL PROGRAMS AWARD  
FOR SUPERIOR TEACHING.

A proposed resolution reading as follows:

WHEREAS, Eight Chicago Public High School teachers were honored by the Blum-Kovler Educational Foundation and the Office of Special Programs for outstanding achievement at a luncheon on April 15, 1989 at the University of Chicago's Quadrangle Club; and

WHEREAS, Applications for nominations were received from all Chicago Public High Schools and winners were selected by a committee of representatives from both private and public agencies; and

WHEREAS, Nellie Hickman, a Social Studies and English/Journalism Teacher has distinguished herself as a talented and dedicated teacher who has been an employee with the Board of Education for 14 years and a teacher at DuSable High School for the past 7 years; and

WHEREAS, She is known by her peers, educators and students throughout the community for her superior understanding of the young people she teaches; and

WHEREAS, She is a superior communicator with an extraordinary ability to guide young people to understand complex and diverse ideas and circumstances; and

WHEREAS, Her persistent encouragement has influenced countless numbers of DuSable students to further their studies through college attendance for a better and more productive life; and

WHEREAS, Her creative direction has enlightened students with one of the most informative, exciting and unique Black History Month programs in the entire Chicago Public School system; and

WHEREAS, She has joined with others in creating an in-school project to reclaim academic success for freshmen students who have failed numerous courses and are headed for certain failure; and

WHEREAS, She has established a reputation for treating her students with the care, concern, respect and dignity that she has given her own children; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby honor Nellie Hickman for her excellence in teaching and commitment to the students of DuSable High School and for being awarded the Blum-Kovler Educational Foundation and the Office of Special Programs Award for her unselfish and dedicated services; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Nellie Hickman.

Alderman Caldwell 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 Caldwell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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Presented By

ALDERMAN SHAW (9th Ward):

AMENDMENT OF VACATION ORDINANCE FOR PORTION OF  
EAST 117TH PLACE BY EXTENDING  
TIME REQUIREMENTS.

A proposed ordinance reading as follows:

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

SECTION 1. That the ordinance vacating the portion of East 117th Place between South State Street and the first north-south public alley east thereof, passed by the City Council February 1, 1989, and appearing on pages 24667 and 24668 thereof, be amended by striking, from Sections 3 and 4 thereof, certain language appearing in brackets below, and by substituting in lieu thereof certain language in italics below:

...

Section 3. The vacation herein provided for is made upon the express condition that within [90] 180 days after the passage of this ordinance, the Catholic Bishop of Chicago shall . . . ; and further, shall within [90] 180 days after the passage of this ordinance, shall deposit. . .

Section 4. The vacation herein provided for is made upon the condition that within [90] 180 days after the passage of this ordinance, the Catholic Bishop of Chicago shall file. . .

...

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

Alderman Shaw 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 Shaw, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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#### TRIBUTE TO LATE MR. CRAIG STEVEN MOSS.

Also, a proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal reward Craig Moss, a loving son and father, and a devoted public servant; and

WHEREAS, Craig Moss was born August 3, 1953, in Chicago and spent his life here, attending Saint Columbanus and Saint Francis De Sales and graduated from Bowen High School. He was an employee of the Department of Housing for the City of Chicago; and

WHEREAS, Craig Moss was the son of William and Estelle Moss, and leaves a son, Steven Craig, a sister, Judith, and other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby express our sorrow on the passing of Craig Steven Moss, and extend to his family and many friends our deepest sympathy; and

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

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- ESTABLISHMENT OF SPECIFIC REPORTING  
REQUIREMENTS FOR PROPERTY MANAGERS FOR  
DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT REAL ESTATE.

Also, a proposed ordinance to require all individuals or corporations managing real estate for the Department of Housing and Urban Development to file descriptive summaries of all H.U.D. properties under their jurisdiction and to establish guidelines of responsibility for the maintenance of said properties, subject to certain penalty provisions for violations thereto, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

*Referred*-- CREATION OF SPECIAL COMMITTEE TO CONSIDER  
MANDATORY COMMUNITY SERVICE PROGRAM FOR  
PERSONS CONVICTED OF CERTAIN OFFENSES.

Also, a proposed resolution urging the creation of a special committee to consider a sentencing program which would include mandatory community service for persons convicted of certain city or state offenses, which was *Referred to the Committee on Intergovernmental Relations*.

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Presented By

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO SISTER ALICE MYSLINSKI  
ON HER SILVER ANNIVERSARY AS SISTER OF  
SAINT JOSEPH, THIRD ORDER OF  
SAINT FRANCIS.

A proposed resolution reading as follows:

WHEREAS, Sister Alice Myslinski will celebrate her 25th anniversary as a Sister of Saint Joseph, Third Order of Saint Francis on August 10, 1989; and

WHEREAS, Sister Alice Myslinski began her illustrious career as a first grade teacher at Saint Jude School in South Bend, Indiana, then taught at Saint John the Evangelist School in Streamwood, Illinois, where she also served as principal from 1974 to 1984; and

WHEREAS, In 1984, Sister Alice joined Lourdes High School, serving as the assistant principal, and continues to serve the school as principal, an office that she was appointed to in 1985 for this position that she holds today; and

WHEREAS, In addition to the ministry roles that she has served, Sister Alice has been very active in all phases of religious education, sacramental programs, ministry to youth and parish ministry, as well as other extra-curricular activities surrounding her various assignments; and

WHEREAS, Sister Alice is a graduate of Queen of the Universe School and Lourdes High School in Chicago, Illinois, Alverno College in Milwaukee, Wisconsin, and Concordia Teachers College in River Forest, Illinois; and

WHEREAS, Sister Alice Myslinski is the daughter of Mrs. Eleanor Myslinski and the late Stanley Myslinski, and the sister of Anna Mae (Richard) O'Rourke; and

WHEREAS, Sister Alice, a fine Chicago citizen, has made her family members and many friends very proud of the many accomplishments that she has achieved throughout her career, not only for herself, but for the many students, faculty members, and staff that she has worked with during her career; and

WHEREAS, Sister Alice has made the City of Chicago very proud of her dedication, determination, and many years of service to the citizens of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council gathered on this 26th day of April in 1989, do hereby extend our sincerest congratulations to Sister Alice Myslinski, on this her 25th anniversary as a Sister of Saint Joseph, and may we also extend our sincerest best wishes to her for the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Sister Alice Myslinski.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO REVEREND JOSEPH F. MYTYCH  
ON HIS GOLDEN ANNIVERSARY OF ORDINATION  
INTO PRIESTHOOD.

Also, a proposed resolution reading as follows:

WHEREAS, Reverend Joseph F. Mytych, Pastor Emeritus of Saints Peter and Paul Parish, had celebrated the golden anniversary of his ordination into the priesthood on April 15, 1989; and



WHEREAS, Father Mytych was ordained by the late George Cardinal Mundelein, then the Archbishop of Chicago, on April 15, 1939; and

WHEREAS, Father Mytych had graduated from Saint Florian Elementary School, Quigley Preparatory Seminary, and Saint Mary of the Lake Seminary before his ordination; and

WHEREAS, Father Mytych's first assignment was to study sacred music in Rome, followed by pursuing his studies at the American Conservatory of Music, the DePaul University School of Music and Northern Illinois University; and

WHEREAS, Father Mytych served his pastoral ministry at: Saint Wenceslaus Parish, Saint Roman Parish, Saints Peter and Paul, and Saint Barbara in Brookfield; and

WHEREAS, Father Mytych has also served as the archdiocesan director of fine arts and music education for the Catholic School Board, and a member of the Archdiocesan School Board; and

WHEREAS, Father Mytych has a very illustrious career beyond his pastoral ministry as he served as a coordinator for the Papal Visit for the Polish community at Five Holy Martyrs Church in 1979, and had served as a press aide to the papal staff in Poland; and

WHEREAS, Father Joseph Mytych has celebrated his golden anniversary with his mother, Sophia, his brother and two sisters, and his many family members and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 26th of April in 1989, do hereby extend our heartiest congratulations to Reverend Joseph F. Mytych, on his golden anniversary of his most illustrious career, and may we also extend our sincerest best wishes to him for the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Reverend Joseph F. Mytych.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 3045 -- 3059 SOUTH PITNEY COURT.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Patrick Media Group, Incorporated for the erection of a sign/signboard at 3045 -- 3059 South Pitney Court for advertising purposes, which was *Referred to the Committee on Zoning*.

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Presented By

ALDERMAN MADRZYK (13th Ward):

*Referred* -- PROHIBITION OF CERTAIN CONTRACEPTIVE OR  
ABORTION RELATED ACTIVITIES AT PERMANENT  
LOCATIONS WITHIN SPECIFIED DISTANCE  
OF SCHOOLS.

A proposed ordinance to prohibit the selling or dispensing of contraceptives or abortion services at any building or facility located within 1,000 feet of any school building, which was *Referred to the Committee on Health*.

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*Referred* -- COMMITTEE ON HEALTH URGED TO STUDY NEW  
CITY MEDICAL BENEFITS PLAN.

Also, a proposed resolution urging the Committee on Health to study the new City of Chicago Medical Benefits Plan to assure full and equitable coverage for all city employees and their dependents, which was *Referred to the Committee on Health*.

*Referred* -- STATE OF ILLINOIS AUTHORITIES URGED TO  
STRENGTHEN ENFORCEMENT OF TRAFFIC LANE  
REGULATIONS FOR OPERATION OF TRUCKS  
ON PUBLIC HIGHWAYS.

Also, a proposed resolution urging appropriate State of Illinois officials to strengthen the rules and regulations for the operation of trucks on public highways to insure truck occupation in right lanes only, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

ALDERMAN BURKE (14th Ward):

CONGRATULATIONS EXTENDED TO MR. JACK HIGGINS AS  
WINNER OF 1989 PULITZER PRIZE AND SIGMA  
DELTA CHI'S DISTINGUISHED SERVICE  
AWARD FOR EXCELLENCE IN  
EDITORIAL CARTOONING.

A proposed resolution reading as follows:

WHEREAS, Jack Higgins was born on the south side of Chicago on August 19, 1954 and grew up in Saint Thomas Moore Parish; and

WHEREAS, He graduated from Saint Ignatius College Prep on the west side and earned a bachelor's degree in economics in 1976 from the College of Holy Cross in Worcester, Massachusetts; and

WHEREAS, After college, Jack served as a telephone hot line crisis counselor with the Jesuit Volunteer Corps in Washington, D. C. for a year; and

WHEREAS, From 1978 to 1980 he was an editorial cartoonist for Northwestern University's student newspaper, the *Daily Northwestern*, and won a Sigma Delta Chi Award; and

WHEREAS, Jack Higgins joined the *Chicago Sun-Times* as a free-lance cartoonist in 1981 and became a full-time cartoonist for the paper in 1984; and

WHEREAS, Jack Higgins was named winner of the 1989 Pulitzer Prize for editorial cartooning on March 30, 1989 and also was the recipient of Sigma Delta Chi's 1988 Distinguished Service Award for editorial cartooning on Saturday, April 1, 1989; and

WHEREAS, Jack Higgins richly deserves to win these most prestigious awards for his cartoons that portray his fine draftmanship, originality, wit and uniquely bold style; and

WHEREAS, Jack has won numerous prizes for his cartoons, including two Peter Lisagor Awards from the Society of Professional Journalists and an award from the John Fischetti Editorial Cartoon Competition which honors the late John Fischetti of the *Sun-Times* who won a Pulitzer for editorial cartooning in 1969 while working for the *Daily News*; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this 26th day of April, 1989, do hereby extend our heartiest congratulations to Jack Higgins on being named this year's winner of the highest, most esteemed award in the newspaper business and also express our sincere best wishes for many, many years of continued success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Jack Higgins.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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BEST WISHES EXTENDED TO MR. EDWARD W. MC CASKEY  
ON HIS 70TH BIRTHDAY CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, Edward W. McCaskey was born in Philadelphia on April 27, 1919; and

WHEREAS, Edward W. McCaskey and the former Virginia Halas were united in marriage on February 2, 1943 in Baltimore, Maryland and became the proud parents of eleven children; Mike, Tim, Ellen, Patrick, Mary, Edward, Anne, George, Rick, Brian and Joseph; and

WHEREAS, During World War II, Edward McCaskey was involved in active ground combat for the 80th Infantry Division of the United States Army and was awarded the Bronze Star and the Combat Infantry Badge; and

WHEREAS, He joined the Chicago Bears as Vice-President and Treasurer in 1967 and became Chairman of the Board of the Chicago Bears in 1983; and

WHEREAS, Edward W. McCaskey will be celebrating his 70th birthday on April 27, 1989 with his family and many friends at a gala event to be held at Soldier Field; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this 26th day of April, 1989, do hereby express our hearty best wishes to Edward W. McCaskey for continued good health and happiness on the occasion of his 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Edward W. McCaskey.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

Presented By

**ALDERMAN STREETER (17th Ward):**

*Referred -- PERMISSION TO HOLD OUTDOOR EVENTS  
AT SPECIFIED LOCATIONS.*

Two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Delores Streeter -- to hold a sidewalk sale at 7626 South Racine Avenue, including the entire shopping center, on Saturday, April 29, May 6 and May 13, 1989; and

Transport Ace Hardware -- to hold a spring sale-a-thon at 7455 South Vincennes Avenue for each of the weekends during the period extending April 29 through October 8, 1989.

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Presented By

**ALDERMAN KELLAM (18th Ward):**

*Referred -- EXEMPTION OF ASHBURN EVANGELICAL LUTHERAN  
CHURCH AND SCHOOL FROM PHYSICAL BARRIER  
REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.*

A proposed order directing the Commissioner of Public Works to waive the physical barrier requirement pertaining to alley accessibility contained in Municipal Code Chapter 33, Section 33-19.1, for Ashburn Evangelical Lutheran Church and School at 3345 West 83rd Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN SHEAHAN (19th Ward):**

MAY 18, 1989 DECLARED "ILLINOIS BELL OPERATOR'S DAY  
IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Societal evolution has brought us to what is commonly regarded as the Age of Information, an Age characterized by, indeed dependent upon a flow of information efficiently and continuously exchanged on a global basis; and

WHEREAS, The enabling mechanism of this information driven society is a multi-faceted telecommunications network renowned for its technological innovation; and

WHEREAS, Those in the industry have been and continue to be aware that on-going development and implementations of new technologies is necessary yet not sufficient to achieve the level of service upon which we all rely; and

WHEREAS, It is the men and women serving as telephone operators who are true gate-keepers at the communications vortex and as such, provide that essential human component through whom the power of technology is harnessed; and

WHEREAS, Mr. John Coruthers of the Illinois Bell Number Services Department has announced his company will be demonstrating its esteem for Illinois Bell's operators on May 18; and

WHEREAS, Since 1976, the City of Chicago has joined in the special recognition of Illinois Bell Telephone operators on May 18; now, therefore,

*Be It Resolved*, That we, Mayor Richard M. Daley and the members of the City Council of the City of Chicago, gathered here this twenty-sixth day of April, 1989, do hereby declare May 18, 1989 as Illinois Bell Operator's Day in Chicago; and

*Be It Further Resolved*, That we urge all Chicagoans to consider the dedication and diligence of Illinois Bell Telephone Operators in their commitment to quality customer service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. John Coruthers.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS AND BEST WISHES EXTENDED TO CAPTAIN  
JOHN FRANCIS LOONEY ON HIS RETIREMENT FROM  
CHICAGO POLICE DEPARTMENT.

Also, a proposed resolution reading as follows:

WHEREAS, John Francis Looney has served and protected the citizens of Chicago for over 36 years as a member of the Chicago Police Department; and

WHEREAS, On September 29, 1952, John was sworn in as a Chicago Police Officer, being promoted to Sergeant on January 1, 1961, to Lieutenant on January 1, 1963 and was promoted to Captain on July 17, 1987; and

WHEREAS, John is a lifelong resident of the City of Chicago, attending Sacred Heart Grammar School and Calumet High School, graduating in 1944; and

WHEREAS, John served in the United States Army for two years, being honorably discharged in 1946; and

WHEREAS, A dedicated family man, Captain Looney and his wife Kathleen raised two children, Patricia and Karen and they are the proud grandparents of three grandchildren; and

WHEREAS, John's family and friends will gather on the 23rd of May, at the Rosewood Restaurant for dinner in his honor; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council gathered here this 26th day of April, 1989, do hereby extend our sincerest gratitude to John Francis Looney for demonstrating diligence and proficiency in the performance of his duties as a Chicago Police Officer, and extend our best wishes for continued health and happiness on the occasion of his retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to John Francis Looney.



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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO MR. PATRICK "BUCKO" MC GINNIS  
ON HIS RETIREMENT.

Also, a proposed resolution reading as follows:

WHEREAS, After nearly 40 years of sacrifice and hard work Patrick "Bucko" McGinnis may now relax and fully enjoy the fruits of his labor; and

WHEREAS, During "Bucko" McGinnis' long career he has befriended and helped hundreds of people of all ages; and

WHEREAS, For 25 years Mr. McGinnis was a member in good standing of the Plasterers Union; and

WHEREAS, For the past 17 years, Mr. McGinnis has performed a most valuable service as the Chief Sanitary Engineer at Queen of Martyrs School; and

WHEREAS, The most important facet of Mr. McGinnis' life has and continues to be that of a husband to Jean, and father of and provider to nine children: Dr. Patrick McGinnis, Michael, Carol, Thomas, Kevin, Brian, Stephen, John and Mark; and

WHEREAS, In addition, "Bucko" McGinnis can be proud of his 15 grandchildren: Patrick, Courtney, Kerry, Sean, Meaghan, Michael, Cindy, Patrick, Kelly, Michael, Daniel, Amy, Emily, Matthew and Molly; now, therefore,

*Be It Resolved*, That the Mayor of Chicago, Richard M. Daley and the members of this City Council gathered this 26th day of April, 1989, do hereby congratulate Patrick "Bucko" McGinnis on his retirement, and wish him the best of luck; and

*Be It Further Resolved*, That a suitable copy of this resolution be printed and presented to Patrick McGinnis as a permanent reminder of all he has accomplished.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS AND BEST WISHES EXTENDED TO OFFICER  
JOHN MC LAUGHLIN ON HIS RETIREMENT FROM  
CHICAGO POLICE DEPARTMENT.

Also, a proposed resolution reading as follows:

WHEREAS, Officer John McLaughlin was appointed to the Chicago Park District in June, 1950; and

WHEREAS, On January 1, 1959, the Park District Police merged with the City of Chicago Police and John McLaughlin was then assigned to Woodlawn, Grand Crossing, Gresham and Morgan Park Districts; and

WHEREAS, Officer McLaughlin served in the United States Army for two years, being honorably discharged in 1947; and

WHEREAS, A dedicated family man, Officer John McLaughlin and his wife Virginia, have three children and five grandchildren; and

WHEREAS, During his three decades of service, Officer John McLaughlin received two honorable mentions and many awards from community groups including the Most

Courteous Policeman from WIND Radio in May, 1967 and the Saint Jude Police League's Professional Service Award in December, 1971; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, do hereby express our thanks and best wishes for a long and happy retirement to Officer John McLaughlin; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Officer John McLaughlin.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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*Referred*-- EXEMPTION OF WALGREEN CORPORATION FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

Also, a proposed order directing the Commissioner of Public Works to waive the physical barrier requirement pertaining to alley accessibility contained in Municipal Code Chapter 33, Section 33-19.1, for Walgreen Corporation at 3200 - 3214 West 111th Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

ALDERMAN JONES (20th Ward):

PERMISSION TO HOLD SIDEWALK SALES AT 6830 -- 6840  
SOUTH COTTAGE GROVE AVENUE FOR SPECIFIED  
WEEKEND PERIODS.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Transport Salvage Sale, Incorporated, 6830 -- 6840 South Cottage Grove Avenue for the conduct of a sidewalk sale at the above address for the following periods, during the hours of 7:30 A.M. and 5:00 P.M. each day for April 28, 29, May 5, 6, 12, 13, 19, 20, 26, 27, June 2, 3, 9, 10, 16, 17, 23, 24, 30, July 1, 7, 8, 14, 15, 21, 22, 28, 29, August 4, 5, 11, 12, 18, 19, 25, 26, September 1, 2, 8, 9, 15, 16, 22, 23, 29, 30, October 6, 7, 13, 14, 20, 21, 27 and 28, 1989.

Alderman Jones moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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GOVERNOR OF SOUTH CAROLINA URGED TO GRANT  
CLEMENCY TO MR. JAMES BROWN.

Also, a proposed resolution reading as follows:

WHEREAS, The rhythm and blues idiom of our culture -- one of the most creative contributions to 20th century music in the United States -- was refined and some would say defined by the singer James Brown; and

WHEREAS, Spearheading a movement in popular music which would reach the far corners of the world, James Brown has entertained untold millions since he came to international prominence in the 1960s; and

WHEREAS, A victim of poverty and then sudden fame and wealth, alleged violence and drug abuse, James Brown has been involved in a series of incidents which have placed him in South Carolina's State Park Correctional Center serving a six-year sentence; and

WHEREAS, James Brown has harmed no one and seems to have perpetrated no more than a misdemeanor involving a car chase across a state line. His punishment seems unduly severe; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago does hereby memorialize the Governor of the State of South Carolina to grant clemency to rhythm and blues singer James Brown, leading to an abbreviation of his current six-year sentence in the State Park Correctional Center and a swifter resolution toward freeing this deserving and repentant legendary performer.

Alderman Jones 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 Jones, seconded by Aldermen Shaw, Garcia and Streeter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- APPROVAL OF PLAT OF 64TH AND STATE  
STREET SUBDIVISION ON PORTION OF SOUTH  
STATE STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a Plat of 64th and State Street Subdivision located in the 6400 block of South State Street along the east side for the Heritage Pullman Bank and Trust Company, under Trust 5942, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN J. EVANS (21st Ward):

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 9560 SOUTH HALSTED STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to National Signs, Incorporated for the erection of a sign/signboard at 9560 South Halsted Street for McDonald's Restaurant, which was *Referred to the Committee on Zoning*.

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Presented By

ALDERMAN KRYSYNIAK (23rd Ward):

BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 7100 West 63rd Street 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 7100 West 63rd Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED MR. AND MRS. FRANK COTRANO  
ON THEIR 45TH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Frank Cotrano, long time residents of this city's great Archer Heights neighborhood, are celebrating 45 years of wedded bliss; and

WHEREAS, Having lived in Archer Heights, and having been members of Saint Richard's Parish for the past 35 years, Pauline and Frank Cotrano celebrate this wonderful occasion with their family and many friends and neighbors; and

WHEREAS, Frank retired from Eastern Express after 25 years of service; Pauline retired from Woodworks Company after 19 years of service and has been a volunteer Democratic helper and election judge for the last four years; and

WHEREAS, Mr. and Mrs. Frank Cotrano represent the strength and solidity of family life. They have one daughter, three granddaughters and two great-grandsons; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989; do hereby congratulate Mr. and Mrs. Frank Cotrano on their 45th wedding anniversary, and extend to these outstanding citizens and their family our very best wishes for many more years of happiness and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Frank Cotrano.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO GARFIELD RIDGE SENIOR  
CLUB ON ITS FIFTEENTH ANNIVERSARY  
CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, The Garfield Ridge Senior Club was founded and organized fifteen years ago by Mary Smieszny and other citizens concerned with improving the quality of life and encouraging healthful and helpful activities for senior citizens on Chicago's great southwest side; and

WHEREAS, Since 1974 the Garfield Ridge Senior Club has been the most active of community organizations, meeting regularly in the Garfield Ridge Presbyterian Church which is now called Good Shepherd Presbyterian Church; and

WHEREAS, This outstanding organization now boasts a membership exceeding 200, and plans social gatherings, tours as well as charitable events which benefit seniors who so sincerely seek a continuing life of activity and positive outlook; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April 1989, A.D., do hereby honor and congratulate the Garfield Ridge Senior Club as this exciting organization celebrates its 15th anniversary June 1, 1989, and call attention to the events planned for that date. The following are the officers of the Garfield Ridge Senior Club: Helen Stearney (President), Vicky Biel (Vice President), Mildred Berka (Treasurer), Helen Reinier and Helen Shipinski (Sunshine Ladies), Dorothy Nelson (Hostess), John Biestek, Matt Wiercioch, Walter Zorniak and Bruno Zaba (Board Members), and we extend to all of them and their members our best wishes for continuing success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Garfield Ridge Senior Club.



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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO DR. T. M. REITER  
ON HIS SILVER ANNIVERSARY IN  
CHIROPRACTIC MEDICINE.

Also, a proposed resolution reading as follows:

WHEREAS, Dr. T. M. Reiter, a leading chiropractor in the great City of Chicago, is celebrating his 25th anniversary in the profession; and

WHEREAS, Operating two clinics on Chicago's great southwest side, Dr. T. M. Reiter has continually helped make more people aware of the benefits of chiropractic treatment, and indeed to alleviate the pain in many grateful citizens; and

WHEREAS, The leaders of our City are cognizant of Dr. T. M. Reiter's many contributions to the public health and welfare; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby congratulate Dr. T. M. Reiter on the celebration of his 25th anniversary as a chiropractor, and extend to this fine citizen our very best wishes for continuing happiness and success, and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Dr. T. M. Reiter.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO VITTUM CATS WRESTLING  
CLUB MEMBERS FOR SUCCESSFUL SEASON.

Also, a proposed resolution reading as follows:

WHEREAS, Vittum Cats Wrestling Club has completed another successful and memorable season; and

WHEREAS, Vittum Cats Wrestling Club is based in the mighty 23rd Ward; and

WHEREAS, This championship team is a feeder program for many high schools and this year the graduating club will be attending and wrestling for Saint Laurence, Mount Carmel, De LaSalle, Saint Joseph's and Fenwick; and

WHEREAS, Bill Guide, from Mount Carmel, at 171 pounds is senior State Champion; and

WHEREAS, Mike Manganiello, from Mount Carmel, won 3rd Place in the State Championship; and

WHEREAS, The Vittum Cats won a resounding 3rd Place at the State Tournament in Edwardsville, Illinois; and

WHEREAS, The leaders of this great city are cognizant of the great sacrifices and discipline necessary to produce champions, we would like to recognize the 1989 State Qualifiers and medal winners; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby extend our heartiest congratulations to these young people who exemplify team spirit, determination and excellence and congratulate each and every member of the Vittum Cats Wrestling Club.

They are: Sean Hastings (60 pounds), Brian Hastings (64 pounds), 5th in the State, Jim Brasher (68 pounds), 3rd in the State, Bill Kucinski (68 pounds), Mark Bybee (82 pounds), 3rd in the State, Jim Wnek (87 pounds), Ralph Ruis (105 pounds), Scott Radosevich (112 pounds), State Champion, Brian Manfre (119 pounds); and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Vittum Cats Wrestling Club.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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JUNE 9, 1989 DECLARED "ORTHO-OLYMPICS DAY  
IN CHICAGO".

Also, a proposed resolution reading as follows:

WHEREAS, The 10th Annual Citywide Orthopedically Handicapped Special Olympic Games will be held Friday, June 9, 1989; and

WHEREAS, These games involve over 1,000 orthopedically handicapped students, ages 3 to 15, from the participating schools: Blair Special Educational School, Christopher School, Davis Developmental Center, Hanson Park School, Neil School, Spalding School and Stock School; and

WHEREAS, Hanson Park School and Stock School are co-hosting this singular event, which will take place at Amundsen Park, 6200 West Bloomingdale Avenue; and

WHEREAS, Ortho-Olympic Games provide a unique opportunity for these handicapped citizens to take part in many events and to express themselves in this exciting and sportsmanlike endeavor; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby declare that Friday, June 9, 1989, be known as "Ortho-Olympics Day in Chicago", as we call attention to the 10th Annual Citywide Orthopedically Handicapped Special Olympics scheduled for Amundsen Park on that great day; and

*Be It Further Resolved*. That a suitable copy of this resolution be prepared and presented to Hanson Park School and Stock School, co-hosts of this fine event.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 104.2  
BY REPLACING SECTION 104.2-9.1 IN ITS ENTIRETY  
TO PROHIBIT LOCATION OF ARCADES  
NEAR SPECIFIED INSTITUTIONS.

Also, a proposed ordinance to amend Chapter 104.2 of the Municipal Code by replacing in its entirety Section 104.2-9.1 which would prohibit the licensing of arcade establishments within 1,000 feet of any church, hospital, educational institution or other arcade, which was *Referred to the Committee on License*.

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*Referred* -- EXEMPTION OF VARIOUS ORGANIZATIONS FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier

requirement pertaining to alley accessibility at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Lynn and Company -- for the parking facility at 6427 West 63rd Street; and

Waner Enterprises, Incorporated -- for the parking facility at 4755 West 53rd Street.

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*Referred -- APPROVAL OF PLATS OF RESUBDIVISION  
AT SPECIFIED LOCATIONS.*

Also, two proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve the plats of resubdivision listed for the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Plat of Flannery Resubdivision located on the east side of South Mulligan Avenue, north of West 54th Street for Mr. Michael Flannery; and

Plat of Nestor's Resubdivision located on South Meade Avenue and along West 55th Street for State Bank of Countryside, under Trust 89-547.

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*Referred -- INSTALLATION OF ALLEY LIGHT  
AT SPECIFIED LOCATION.*

Also, a proposed order directing the Commissioner of Public Works to consider the installation of an alley light in the area bounded by West Archer Avenue, West 51st Street and South Pulaski Road, which was *Referred to the Committee on Finance*.

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Presented By

ALDERMAN SOLIZ (25th Ward):

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 162 BY  
ADDING NEW SECTIONS 162-10.1 THROUGH 162-10.3 TO  
PROHIBIT ADVERTISEMENT FOR SERVICES BY  
UNLICENSED PLUMBERS.

A proposed ordinance to amend Chapter 162 of the Municipal Code by adding thereto new Sections 162-10.1 through 162-10.3 which would prohibit any person or organization from advertising plumbing services without said person or corporation officer having been validly licensed as a plumber by the Board of Plumbing Examiners and authorize the Corporation Counsel to pursue appropriate legal actions for violations thereof, which was *Referred to the Committee on Finance*.

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*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL AND/OR  
STREET FAIR ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Cermak Road Chamber of Commerce to hold a carnival and/or street fair on that part of South Rockwell Street between West Cermak Road and the first alley north and south thereof, on that part of South Washtenaw Avenue between West Cermak Road and the first alley north and south thereof, and on the north side of South Fairfield Avenue between West Cermak Road and the first alley north thereof during the period of May 7 and 8, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- INSTALLATION OF VIADUCT LIGHTS AT SOUTH  
DAMEN AVENUE AND WEST 17TH STREET.

Also, a proposed order directing the Commissioner of Public Works to consider the installation of lights under the viaduct located on South Damen Avenue at West 17th Street, which was *Referred to the Committee on Finance*.

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Presented By

ALDERMAN BUTLER (27th Ward):

*Referred* -- PERMISSION TO HOLD OUTDOOR EVENTS AT  
SPECIFIED LOCATIONS.

Three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Jim Panagakos -- to hold a festival on that part of West Randolph Street from North Elizabeth Street to North Willard Court and on that part of North Willard Court from West Randolph Street to West Washington Street on Thursday, May 25, 1989;

Mr. Jim Panagakos -- to hold a sidewalk sale on that part of West Randolph Street between North Elizabeth Street and North Willard Court and on that part of North Willard Court between West Randolph Street and West Washington Street on Thursday, May 25, 1989; and

United Life Development Center -- to hold the Third Annual 27th Ward Neighborhood Festival on that part of West Franklin Boulevard from West Sacramento Boulevard to North Kedzie Avenue on Saturday, August 19, 1989.

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*Referred* -- DEPARTMENT OF HOUSING REQUESTED TO APPEAR  
BEFORE COMMITTEE ON HOUSING, LAND ACQUISITION,  
DISPOSITION AND LEASES TO DISCUSS FEDERAL  
HOUSING ABANDONMENT PROGRAM.

Also, a proposed resolution calling upon the City of Chicago Department of Housing to appear before the City Council Committee on Housing, Land Acquisition, Disposition and Leases to discuss departmental criteria, policies and procedures currently in effect for the local administration of the Federal Housing Abandonment Program, which was *Referred to the Committee on Health*.

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Presented By

ALDERMAN SMITH (28th Ward):

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION  
27-200 BY REDEFINING "ABANDONED VEHICLES".

A proposed ordinance to amend Chapter 27, Section 27-200 of the Municipal Code by including those vehicles without valid city and/or state licenses within the definition of "abandoned vehicles", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 99 BY  
ADDING NEW SECTIONS 99-62 THROUGH 99-66  
REGULATING OWNER MAINTENANCE OF  
VACANT LOTS.

Also, a proposed ordinance to amend Chapter 99 of the Municipal Code by adding new Sections 99-62 through 99-66 which would set forth guidelines and regulations for the maintenance of vacant lots within the city, assign responsibility for said maintenance to the owner of the real estate and establish penalty provisions for noncompliance, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

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Presented By

ALDERMAN DAVIS (29th Ward):

*Referred* -- ILLINOIS GENERAL ASSEMBLY URGED TO PASS  
"WORK, WELFARE AND FAMILIES" LEGISLATION.

A proposed resolution urging the Illinois General Assembly to pass legislative initiatives of welfare reform known as "Work, Welfare and Families" which supports public policies responsive to financially needy Illinois citizens and seeks to improve the Public Aid System, which was *Referred to the Committee on Intergovernmental Relations*.

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Presented By

ALDERMAN HAGOPIAN (30th Ward) And OTHERS:



*Referred* -- COMMISSIONER OF PUBLIC WORKS URGED TO  
INSTALL AMERICAN FLAG ATOP ART  
INSTITUTE OF CHICAGO.

A proposed resolution, presented by Aldermen Hagopian, Roti, Madrzyk, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Davis, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Levar, Schuler, Osterman and Stone, urging the Commissioner of Public Works to consider the installation of the American Flag atop the Art Institute of Chicago for prominent viewing, which was *Referred to the Committee on Veteran's Affairs*.

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Presented By

ALDERMAN GABINSKI (32nd Ward):

*Referred* -- GRANT OF PRIVILEGE TO YUGO INN, INCORPORATED,  
DOING BUSINESS AS YUGO INN, FOR  
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Yugo Inn, Incorporated, doing business as Yugo Inn, to maintain and use a portion of the public way adjacent to 2824 North Ashland Avenue for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- PERMISSION TO HOLD CARNIVAL ON PORTION  
OF WEST WEBSTER AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Hedwig Church to hold a carnival on West Webster Avenue from North Hoyne Avenue to North Hamilton Avenue for the period extending May 30 through June 6, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS.  
DOUGLAS PINKAWA ON THEIR SILVER  
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Douglas Pinkawa, lifelong Chicago citizens and active in their northwest side community, are celebrating 25 years of wedded bliss; and

WHEREAS, Patricia and Douglas were married April 25, 1964, and have lived in the 33rd Ward over two decades. Doug has been tremendously active and influential in the Troy Street Block Club; and

WHEREAS, Symbolizing the strength and solidity of family life, Pat and Doug Pinkawa have a son, Philip. His parents are Arthur and Eleanor Pinkawa; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby offer our congratulations to Mr. and Mrs. Douglas Pinkawa on the occasion of their 25th wedding anniversary, and extend to this outstanding Chicago couple and the Pinkawa family our very best wishes for many more years and happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Douglas Pinkawa.

Alderman Mell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Mell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

*Referred* -- PERMISSION TO HOLD OUTDOOR EVENTS  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Jules 5¢ and \$1 Store, 2064 North Milwaukee Avenue and Boston Store, 2010 North Milwaukee Avenue, as joint venturers -- to hold sidewalk sales on portion of North Milwaukee Avenue for each of the weekends during the period extending May 5 through September 4, 1989; and

Hi Grade Paints -- to hold a truck sale on portion of North Kedzie Avenue for the period extending June 2 through June 4, 1989.

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Presented By

**ALDERMAN KOTLARZ (35th Ward):**

CONGRATULATIONS EXTENDED TO MR. AND MRS. EARL RENQUIN  
ON THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. Earl Renquin and his beloved wife Lillian are celebrating their 50th wedding anniversary, May 13, 1989; and

WHEREAS, Mr. and Mrs. Renquin, married at Saint Hyacinth Church, are longtime members of the great northwest side community; and

WHEREAS, The union of their marriage has brought their fine family into this world, five children, Earl Jr., Leonard, Elaine, Linda and Renee; and

WHEREAS, They have nine grandchildren, Robin, Heather and Meredith Renquin, Jim and Joseph Engle, Julie and Philip Malo and Amber and Adam Smith; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby offer our congratulations to Mr. and Mrs. Earl Renquin as they celebrate their golden wedding anniversary and extend to this fine couple and their family our very best wishes for many more years of happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and present to Mr. and Mrs. Earl Renquin.

Alderman Kotlarz 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 Kotlarz, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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Presented By

**ALDERMAN BANKS (36th Ward):**

CONGRATULATIONS AND BEST WISHES EXTENDED TO LIEUTENANT  
LOUIS H. CLEPP ON HIS RETIREMENT FROM CHICAGO  
POLICE DEPARTMENT.

A proposed resolution reading as follows:

WHEREAS, Chicago Police Lieutenant Louis H. Clepp, one of "Chicago's Finest", is retiring after three decades of dedicated public service; and

WHEREAS, Since joining the Chicago Police Department as a patrolman on December 16, 1959, Louis H. Clepp has worked his way through the ranks. He was promoted to Detective in 1963, then to Sergeant in 1969. He became a Police Lieutenant January 27, 1981. His duties have carried him from the Town Hall District, to Area 4 and Area 5

Homicide, Area 4 Traffic, Model Cities Program, Internal Affairs, the Marquette District, the Wood Street District, and the Bomb and Arson Squad; and

WHEREAS, A graduate of the Southern Police Institute and a member of the Department's Assessment Training Center, Lieutenant Louis H. Clepp has been the recipient of five department commendations, sixteen honorable mentions and five complimentary letters; and

WHEREAS, The leaders and citizens of our great city are indeed thankful for public servants like Lieutenant Louis H. Clepp; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby honor and congratulate Chicago Police Lieutenant Louis H. Clepp on the occasion of his retirement, and on behalf of all our citizens express our gratitude to this outstanding public servant as a guardian of the public welfare; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Police Lieutenant Louis H. Clepp.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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Presented By

ALDERMAN GILES (37th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND  
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

4844 -- 4846 West Walton Street;

441 North Laramie Avenue;

1001 North Avers Avenue; and

4856 West Kinzie Street

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:

4844 -- 4846 West Walton Street;

441 North Laramie Avenue;

1001 North Avers Avenue; and

4856 West Kinzie Street

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Giles 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 Giles, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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Presented By

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO NORTHWEST REAL ESTATE  
BOARD ON ITS 65TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Since May 15, 1924 the Northwest Real Estate Board has provided continuous, exemplary service to the community through its licensed brokers and agents; and

WHEREAS, For 65 uninterrupted years, the Northwest Real Estate Board has properly, professionally and courteously served the residents and businesses of Chicago, Cook County and the State of Illinois; and

WHEREAS, The Northwest Real Estate Board has upgraded and modernized its computerized administrative offices at 6965 West Belmont Avenue in Chicago. Here the officers and directors will meet to continue planning and guiding the Board towards its goals for the future, to better serve the sellers and buyers of Chicago, Cook County and the State of Illinois; and

WHEREAS, The Northwest Real Estate Board has supplied a facsimile machine at no charge to each of its member-offices in order to more efficiently serve the interests of real estate customers and clients; and

WHEREAS, The Northwest Real Estate Board is better serving the professional needs of all communities by sponsoring continuing education classes and seminars for all its licensees; and

WHEREAS, The Northwest Real Estate Board has consistently encouraged civic involvement on the part of its members, and has faithfully and enthusiastically sponsored fundraisers to benefit a large variety of worthy charitable causes; and

WHEREAS, The Northwest Real Estate Board has now achieved an all time high number of participating real estate offices, duly-licensed members and affiliated members from related professions; and

WHEREAS, The Northwest Real Estate Board, is proudly celebrating its 65th anniversary on Monday, May 15, 1989; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby commend the Northwest Real Estate Board on its 65th anniversary and on its proud tradition of "Quality Service Since 1924!" and extend hearty congratulations to the members, officers, directors, and administrative staff of the Northwest Real Estate Board on this special occasion; and wish the Northwest Real Estate Board success and the best of luck on its next 65 years of service; and

*Be It Further Resolved*, That suitable copies of this resolution and preamble be presented to Robert L. Borkowicz, President; Elaine D. Poley, First Vice-President; Wayne M. Grzybek, Second Vice-President; Kenneth N. Babbitt, Secretary; Louis M. Munao, Jr., Treasurer; to the Directors: Arthur D. Baumgartner, Vincent J. Bolger, Salvatore M. Chereso, Walter F. Cuneo, Sally R. Duski, William R. Howard, Bryant J. Ottaviano, Russell N. Hume, Tonette R. Maggio, and Robert C. Wolf; and to Mary L. Rzepecki, Chief Executive Officer; and Michael L. Bono, Public Information Officer.

Alderman Cullerton 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 Cullerton, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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



*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH AUSTIN AVENUE FOR  
GRADUATION EXERCISES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Wright College to close to traffic North Austin Avenue between West Cornelia Avenue and West Roscoe Street on Saturday, May 13, 1989, for the purpose of holding graduation exercises, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN LAURINO (39th Ward):**

*Referred* -- INSTALLATION OF BUS PASSENGER SHELTER AT  
4300 WEST PETERSON AVENUE.

A proposed ordinance to install a bus passenger shelter at 4300 West Peterson Avenue for eastbound passengers, which was *Referred to the Committee on Local Transportation*.

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Presented By

**ALDERMAN LAURINO (39th Ward) And  
ALDERMAN O'CONNOR (40th Ward):**

*Referred* -- PERMISSION TO HOLD SPRING SIDEWALK SALE  
ON PORTION OF SPECIFIED PUBLIC WAYS.

A proposed order directing the Commissioner of Public Works to grant permission to the Albany Park Chamber of Commerce c/o Mr. David Seglin, to hold a sidewalk sale on both sides of West Lawrence Avenue, between North Troy Street and North Pulaski Road, and on both sides of North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street, for the period of May 18 through May 21, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO  
MR. GEORGE SHLAES ON HIS 60TH  
BIRTHDAY CELEBRATION.

A. proposed resolution reading as follows:

WHEREAS, George Shlaes was born to David and Lena Shlaes on April 5, 1929 in Chicago, Illinois; and

WHEREAS, George grew up on the south side of Chicago and in his early teens, he had his first job working as a grocery clerk in his father's store; and

WHEREAS, Ever since George's first job he has had a very successful career and some of his earlier accomplishments were -- up until about six years ago, George and his brothers owned Ember Furniture on Madison Avenue in Chicago and George was a former partner of 3-S Board Brokers; and

WHEREAS, He was the owner of Faces Nightclub on Rush Street from 1978 until its closing this past spring '89; and

WHEREAS, George currently owns the Austin Bank of Chicago and is a market maker on the Chicago Board Options Exchange; and

WHEREAS, Since 1981, George has been the owner of Jukebox Saturday Night and currently has five locations; and

WHEREAS, George is also a general partner/manager of Ditka's on Ontario and in Arlington Heights, Illinois and in Merriville, Indiana; and

WHEREAS, George particularly like's to frequent the Ditka's location in Arlington Heights where he can spend "a little free time" enjoying his hobby -- his love for horses and the Arlington Race Track; and

WHEREAS, George celebrated his 60th birthday on April 5, 1989, and his wife Gloria, and his children Mitchell, Ilise and Ken, are very proud of George and his accomplishments; and

WHEREAS, His family and friends will be honoring George at a "Surprise 60th Birthday Party" on Sunday, April 30, 1989, at Alexander's, located at 217 West Huron Street in Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this 26th day of April, 1989, A.D., do hereby offer our heartiest congratulations and best wishes to George Shlaes on his 60th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to George Shlaes.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO SAINT GREGORY THE GREAT  
ELEMENTARY SCHOOL ON ITS 85TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Saint Gregory the Great parish was established on April 27, 1904; and

WHEREAS, Father Michael Klasen was appointed pastor on July 7, 1904; and

WHEREAS, Saint Gregory the Great Elementary School first opened its doors on a Monday morning, September 19, 1904; and

WHEREAS, 120 students were registered for the first day and 160 children arrived to find their places on benches and planks until school desks could be bought; and

WHEREAS, Saint Gregory the Great Elementary School's first graduating class in 1905 had 3 students; and

WHEREAS, In 1905 enrollment at the school exceeded all estimates; and

WHEREAS, On July 17, 1905, ground was broken for a second church and school; and

WHEREAS, Saint Gregory the Great second school and church was dedicated April 6, 1906; and

WHEREAS, In 1935 Monsignor Klasen decided to build a new facility to fill the needs of a growing grade school community; and

WHEREAS, On May 23, 1937, His Eminence Cardinal Mundelein, Right Reverend Monsignor Klasen, scores of monsignori and priests filed into Saint Gregory Church to dedicate the new grade school; and

WHEREAS, Due to the dedication and hard work of the parish community and school administration, Saint Gregory the Great Elementary School has graduated over 4,500 students; and

WHEREAS, The graduates, parishioners and friends of Saint Gregory the Great Elementary School gather together on Saturday, April 29, 1989, to honor 85 years of excellence in service to the community, nurturing and educating future generations; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 26th day of April, 1989, A.D., do hereby congratulate Saint Gregory the Great Elementary School on its 85th anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Saint Gregory the Great Elementary School.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

SECOND TUESDAY IN MAY DECLARED "TEACHERS  
APPRECIATION DAY" IN CHICAGO  
PUBLIC SCHOOLS.

Also, a proposed resolution reading as follows:

WHEREAS, The teachers of the Chicago Public Schools have provided dedicated service to their students and a strong commitment to the teaching profession; and

WHEREAS, The youth and all citizens of the City of Chicago have benefited greatly from the professional services and personal contributions of Chicago Public School teachers; and

WHEREAS, Chicago Public School teachers are to be commended and recognized for their exemplary fulfillment of their responsibilities; now, therefore,

*Be It Resolved*, That the Board of Education and City of Chicago, hereby designates the second Tuesday in May to be known as Teacher Appreciation Day in the Chicago Public Schools and asks all citizens and organizations to recognize this day by preparing fitting salutes to the teachers of this city.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- AMENDMENT OF ORDER WHICH AUTHORIZED  
CANOPY FOR R & C PARTNERS.

Also, a proposed ordinance to amend an order previously passed by the City Council on February 1, 1989, Council Journal page 24652, by increasing the number of canopy privileges

for R & C Partners from one to fifteen with annual compensation for said privileges increased accordingly, which was *Referred to the Committee on Streets and Alleys.*

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*Referred --* ISSUANCE OF PERMIT TO HOLD CARNIVAL AND/OR  
STREET FAIR AT SPECIFIED LOCATIONS.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Saint Gregory Church to hold a carnival and/or street fair on that portion of North Paulina Street, between West Gregory Street and West Bryn Mawr Avenue, in the Paulina Courtyard at 1643 West Bryn Mawr Avenue and in the parking lot at 1600 West Gregory Street for the period extending June 11 through June 19, 1989, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

ALDERMAN PUCINSKI (41st Ward):

TRIBUTE TO LATE MR. STEVE SCHAEFER.

A proposed resolution reading as follows:

WHEREAS, On April 1, 1989 Steve Schaefer died in a house fire in Carbondale, Illinois;  
and

WHEREAS, That Saturday morning a fire broke out in the house in which he was  
living; and

WHEREAS, Through his expedient action, Steve was able to alert those living in the  
house to evacuate because of the fire; and

WHEREAS, Returning to the house engulfed with flames he entered again in an effort  
to make sure everyone had been evacuated; and

WHEREAS, When firefighters arrived, they tried to reach Steve but could not due to the  
intensity of the fire; and

WHEREAS, Steve Schaefer, a resident of the 41st Ward, lived at 6448 North Newark  
Avenue; and

WHEREAS, He attended Taft High School where he was a basketball player and a guitarist and at the time of his death was attending Southern Illinois University in Carbondale; and

WHEREAS, At Southern Illinois he was studying to specialize in the technical and production area of radio and was a radio sports show host; and

WHEREAS, Steve is survived by his parents William and Linda, a brother Bill and two sisters Karen and Christen; and

WHEREAS, This tragic loss of life of one of Chicago's fine young and talented people will surely be a loss to all of Chicago; and

WHEREAS, Steve's actions of unselfishness and caring for others serve as a model for all Chicagoans; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council do hereby offer our deepest sympathies to the family of Steve Schaefer on the tragic loss of this fine young Chicagoan; and

*Be It Further Resolved*, That a suitable copy be forwarded to the family of Steve Schaefer.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO REVEREND FRANCIS A. CIMARRUSTI  
ON HIS SILVER ANNIVERSARY OF ORDINATION  
TO PRIESTHOOD.

Also, a proposed resolution reading as follows:

WHEREAS, The Reverend Francis A. Cimarrusti is the son of Frank and Anna Cimarrusti and was a student at Quigley Preparatory Seminary and graduated from the University of Saint Mary of the Lake; and

WHEREAS, He was ordained in 1964 and has since ministered and served the parishioners of various parishes; and

WHEREAS, He proved his dynamic leadership as a member of the Association of Chicago Priests, The Chicago Conference on Religion and Race, and The Organization for the Northwest Side of Chicago; and as the director of the Archdiocesan Priests' Personnel Board; and

WHEREAS, He came to Saint Mary of the Woods in August, 1985 and has since shared his exuberance and sense of wonder with the parishioners; and

WHEREAS, He is an excellent homilist who is refreshing, yet creates excitement in his presentation; and

WHEREAS, He has been nominated for the International Templeton Prize for Progress in Religion; and

WHEREAS, The Reverend Francis A. Cimarrusti will preside at a Liturgy of Thanksgiving at Saint Mary of the Woods Church on April 30th in celebration of his 25 years as a priest; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 26th day of April, 1989 do hereby extend to Reverend Francis A. Cimarrusti our sincere congratulations on the occasion of his 25th anniversary in priesthood; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Alderman Roman Pucinski for presentation on April 30, 1989.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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



RECOGNITION EXTENDED TO MS. CARA DUNNE ON HER  
MANY OUTSTANDING ACHIEVEMENTS.

Also, a proposed resolution reading as follows:

WHEREAS, Cara Dunne is a resident of the 41st Ward; and

WHEREAS, She attended Taft High School and was one of the top ten seniors in Chicago; and

WHEREAS, While at Taft she was a member of the *Taft Trib* and has had several articles written in the *Times Review* on her skiing experiences; and

WHEREAS, Cara was on the United States Olympic Ski Team for the Handicapped and has won several medals as an accomplished skier; and

WHEREAS, She is currently a freshman attending Harvard University, majoring in Economics; and

WHEREAS, In the March issue of *The Boston Women Magazine*, Cara was listed as one of its 100 choices for Massachusetts' most interesting women; and

WHEREAS, Cara is founder of A.B.L.E. -- Advocates of Better Learning Environment for the physically disabled; and

WHEREAS, During this summer Cara will attend a seminar in Japan that will feature math, science and engineering topics; and

WHEREAS, Cara Dunne has been able to accomplish all these activities while being sightless since the age of five; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council do hereby acknowledge the talents, initiatives and determination of Cara Dunne to succeed and be successful in life while being sightless; and

*Be It Further Resolved*, That Cara serve as an example to all Chicagoans that determination and hard work can lead to positive successful results.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO REVEREND PETER M. YANGAS  
ON HIS SILVER ANNIVERSARY OF ORDINATION  
INTO PRIESTHOOD.

Also, a proposed resolution reading as follows:

WHEREAS, The Reverend Peter M. Yangas was a convert to Catholicism when he was an Army Medic during the Korean War; and

WHEREAS, He was previously assigned to Our Lady of Charity Church for six years; and

WHEREAS, He was assigned to Saint Daniel the Prophet Church in June, 1988 and has dedicated himself to the Liturgy Team; and

WHEREAS, He is very much loved by his parishioners and will be celebrating the 25th anniversary of his ordination on April 30, 1989; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 26th day of April, 1989, do hereby extend to Reverend Peter M. Yangas our sincere congratulations on the occasion of his 25th anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Alderman Roman Pucinski for presentation on April 30, 1989.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO ESPERANTISTS ON  
THEIR EFFORTS TO PROMOTE HARMONY AND  
GOODWILL AMONG ALL PEOPLE.

Also, a proposed resolution reading as follows:

WHEREAS, Chicago is the country's largest declared nuclear free zone and has led the way in speaking out for world peace; and

WHEREAS, Chicago is a world class city whose citizens recognize the importance of international communication; and

WHEREAS, Chicago has learned first-hand the tremendous financial and human costs of the lack of a common language among people who must live and work together in a modern society; and

WHEREAS, This lack of communication at the United Nations is costing \$150,000,000 a year in translation and interpretation, an amount equivalent to the United States contribution to the United Nations; and

WHEREAS, The Esperantists of the United States and Canada work for improved communication between people, nations and ethnic groups by bridging the linguistic gaps between them; and

WHEREAS, The Esperantists will be coming to Chicago this year for a joint congress of United States and Canadian Esperantists; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council do hereby welcome the Esperantists and congratulate them on their work to create harmony and goodwill among all people; and

*Be It Further Resolved*, That the United States Congress urge the United Nations Ambassador to consider establishing a second international language by using Esperanto.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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Presented By

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCES FOR VACATION OF SPECIFIED  
PUBLIC WAYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Alley Bounded By West Locust Street, West Chestnut  
Street, North Franklin Street And North  
Wells Street.*

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the alley in the block bounded by West Locust Street, West Chestnut Street, North Franklin Street and North Wells Street for Moody Bible Institute (No. 4-42-89-1344); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

*Portion Of West Walton Street.*

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West Walton Street lying between the east line of North Wells Street and a line 218.00 feet east thereof, for Moody Bible Institute (No. 4-42-89-1357); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Natarus, each of the foregoing proposed orders was *Passed*.

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TRIBUTE TO LATE MR. BENNY DUNN.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Benny Dunn to his eternal reward on the sixteenth day of April, 1989; and

WHEREAS, Mr. Benny Dunn was introduced to show business at the age of 14 and became convinced that his future was in the entertainment industry; and

WHEREAS, Mr. Benny Dunn was a stand-up comedian, and then served our country in World War II at McClosky Hospital in Temple, Texas, where he did his acts for many battlefield casualties; and

WHEREAS, After the war, Mr. Benny Dunn performed in orphanages and hospitals entertaining many sick and orphaned children in the Chicago area; and

WHEREAS, Mr. Benny Dunn also worked for *Playboy* as a publicity manager; and

WHEREAS, Mr. Benny Dunn operated the Black Orchid Restaurant on the near north side booking many of the nation's top entertainers and earning the nickname "The King of Rush Street"; and

WHEREAS, Mr. Benny Dunn was a generous and kindhearted man who spent the last 13 years of his life caring for his beloved mother, Rose "Mama" Dunn; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby express our deepest sympathy at the passing of Mr. Benny Dunn, and do also extend to his family, our deepest condolences on the occasion of their profound loss. Mr. Benny Dunn will be sorely missed by all; and

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

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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TRIBUTE TO LATE MR. IRVING GOODMAN.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Irving Goodman to his eternal reward on the tenth of April, 1989; and

WHEREAS, At the age of 19, Mr. Irving Goodman was a Phi Beta Kappa and summa cum laude graduate of the University of Chicago; and

WHEREAS, In 1930, Mr. Irving Goodman graduated from the University of Chicago Law School and worked in private practice until World War II; and

WHEREAS, Mr. Irving Goodman gave service to our country in the United States Air Force, retiring with the rank of Lieutenant Colonel; and

WHEREAS, In 1946, Mr. Irving Goodman opened a law office in downtown Chicago where he practiced law for more than forty years; and

WHEREAS, Mr. Irving Goodman was founder and past president of the Lake Shore Drive Synagogue; and

WHEREAS, Mr. Irving Goodman was a lifetime member of the Standard Club, a member of B'nai B'rith, Air Force Association, Chicago Bar Association, and Illinois State Bar Association; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this 26th day of April, 1989, do hereby express our deepest sympathy at the passing of Mr. Irving Goodman, and do also extend to his beloved wife, Dorothy; and brother, Moses Monte Goodman, our deepest and heartfelt condolences on the occasion of their profound loss. Mr. Irving Goodman will be sorely missed by all; and

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

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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TRIBUTE TO LATE MR. PATRICK HENRY.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Patrick Henry to his eternal reward on the fifteenth day of April, 1989; and

WHEREAS, Mr. Patrick Henry attended Reed College in Oregon, the University of Oregon, and the Goodman School of Drama, where he received his Master of Fine Arts degree; and

WHEREAS, Mr. Patrick Henry briefly danced with the Ballet Russe de Monte Carlo before turning to a life in the theater; and

WHEREAS, Mr. Patrick Henry was a teacher at the Goodman School of Drama and a rising young director in professional theater in the late 1960's; and

WHEREAS, In 1969, Mr. Patrick Henry joined up with several students and founded the Free Street Theatre of Chicago, a portable, free-admission show of music and drama that traveled directly to audiences of people who had never attended theater; and

WHEREAS, In all, the Free Street Theatre has traveled to 28 states and five countries; and

WHEREAS, In 1976, the Free Street Theatre became a showcase for senior citizens, who were recruited and directed by Mr. Henry in a show he called, "Free Street Too", which played in 22 states; and

WHEREAS, In winter, the Free Street troupe moved indoors to its headquarters at 441 West North Avenue; and

WHEREAS, Mr. Patrick Henry was taken from us only one week before his Free Street troupe was to perform his widely heralded musical, "Project!" in which 25 residents of the Cabrini-Green Housing Project described their lives in song, dance and story; and

WHEREAS, Mr. Patrick Henry has received numerous awards including special awards from the Joseph Jefferson Committee in 1974 and 1988, and in 1973, he received a Jeff award for best director for his musical, "Dance on a Country Grave"; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby express our deepest sympathy at the passing of Mr. Patrick Henry, and do also extend to his beloved mother, Bernice; his son, Patrick; and his daughter, Laura, our deepest and heartfelt condolences on the occasion of their profound loss. Mr. Patrick Henry brought song, dance and music to the street and will be sorely missed by all; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the family of Mr. Patrick Henry and the Free Street Theatre.

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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TRIBUTE TO LATE MR. HERMAN KOGAN.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Herman Kogan to his eternal reward on the eighth day of March, 1989; and

WHEREAS, Mr. Herman Kogan was noted for his unselfish concern and effective support for other writers as editor of the *Chicago Daily News'* Panorama section; and

WHEREAS, Mr. Herman Kogan later became the editor of the *Chicago Sun-Times'* Show-Bookweek section; and

WHEREAS, Mr. Herman Kogan also worked for the *Chicago Tribune*; and

WHEREAS, Mr. Herman Kogan was a great teacher of the art of writing, personally encouraging many writers as host of "Writing and Writers" on WFMT-FM for 14 years; and

WHEREAS, Mr. Herman Kogan wrote more than a dozen books encouraging other writers; and

WHEREAS, Mr. Herman Kogan was a great historian with the ability to bring Chicago and its past alive as few have ever done; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby express our deepest sympathy at the passing of Mr. Herman Kogan, and do also extend to his beloved wife, Marilew; his



two sons, Rick and Mark; and his brother, Bernard, our deepest and heartfelt condolences on the occasion of their profound loss. Mr. Herman Kogan will be sorely missed by all. "Onward! And Goodbye"; and

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

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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#### TRIBUTE TO LATE MR. EDWARD K. STACKLER.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Edward K. Stackler to his eternal reward on the eighth day of April, 1989; and

WHEREAS, Mr. Edward Stackler was a top fullback on the University of Chicago football team from 1926 to 1930, and was later elected to the Chicago Jewish Sports Hall of Fame; and

WHEREAS, Mr. Edward Stackler was chief executive officer for Central Watch Service, Incorporated, from the mid-1930's to 1966; and

WHEREAS, Mr. Edward Stackler was past president of Kappa Nu fraternity; and

WHEREAS, Mr. Edward Stackler was an avid handball player and, along with his late wife, donated funds for handball courts to the University of Chicago; and

WHEREAS, Mr. Edward Stackler became a lawyer in 1933, and practiced law in Chicago for 56 years, most recently with his son, Ronald, at the firm of Stackler and Stackler; and

WHEREAS, Mr. Edward Stackler specialized in real estate law and was involved in development of many properties in the River North and North Michigan Avenue areas; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby express our deepest sympathy at the passing of Mr. Edward K. Stackler, and do also extend to his beloved sons, Ronald E. and Edward K. Jr.; his brother, Leon; five grandchildren and two great-grandchildren, our

deepest and heartfelt condolences on the occasion of their profound loss. Edward K. Stackler will be sorely missed by all; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Mr. Edward K. Stackler.

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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TRIBUTE TO LATE MR. EARL B. WILLIAMS.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Earl B. Williams to his eternal reward on the twenty-seventh day of March, 1989; and

WHEREAS, Mr. Earl B. Williams taught elementary school in Chicago for four years; and

WHEREAS, Mr. Earl B. Williams graduated from John Marshall Law School and started his own law firm: Williams, Edwards and Associates; and

WHEREAS, Mr. Earl B. Williams practiced law in Chicago for 19 years, and was personally involved in many equal opportunity cases; and

WHEREAS, Mr. Earl B. Williams was appointed President of the Cook County Bar Association in June of 1988; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this 26th day of April, 1989, do hereby express our deepest sympathy at the passing of Mr. Earl B. Williams, and do also extend to his beloved wife, Deloris; his mother, Elcie; and two sisters, our deepest condolences on the occasion of their profound loss. Mr. Earl B. Williams will be sorely missed by all; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Mr. Earl B. Williams.

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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CONGRATULATIONS EXTENDED TO MR. STANLEY PAUL ON  
RECEIVING "MUSICIAN OF THE YEAR" AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, On Sunday, April 23rd, 1989, Mr. Stanley Paul, Chicago's premier society bandleader, will be honored by his peers as "Musician of the Year"; and

WHEREAS, The award will be presented by the "Dal Segno" Committee, an organization of union musicians; and

WHEREAS, The annual award is bestowed upon a musician from the Chicago area who has made an impact on the city's music; and

WHEREAS, This year also marks Mr. Stanley Paul's 25th year as a Chicago area orchestra leader; and

WHEREAS, Mr. Stanley Paul and his band have played all over Chicago, performing in over 250 engagements in the Chicago area each year; and

WHEREAS, Mr. Stanley Paul's prominence on the Chicago music scene has received outstanding press and client acclaim; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this 26th day of April, 1989, do hereby honor and congratulate Mr. Stanley Paul for his many accomplishments, for all he has contributed to Chicago music, and for his unwavering dedication to the entertainment of the citizens of the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Stanley Paul.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS AND HONOR EXTENDED TO ELEVENTH  
ANNUAL CHICAGO METRO HISTORY FAIR  
PROGRAM PARTICIPANTS.

Also, a proposed resolution reading as follows:

WHEREAS, Almost 400 Chicago high school students are participating in the eleventh annual Chicago Metro History Fair Program; and

WHEREAS, Participating students have painstakingly researched and completed projects on the history of the Chicago area; and

WHEREAS, The projects cover a wide range of Chicago historical events, from the history of the Lincoln Park Zoo to the story of Korean immigration, as well as many other unusual and intriguing events in Chicago history; and

WHEREAS, On Thursday, May 11, 1989, the top 130 exhibits will be displayed and judged at the Cultural Center of the Chicago Public Library during the finalists competition; and

WHEREAS, The event provides a wonderful opportunity to showcase the academic achievements of many Chicago Metropolitan area high school students; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby honor and congratulate all the high school participants of the eleventh annual Chicago Metro History Fair Program for their outstanding academic efforts and achievements, and do also extend to the Chicago Metro History Fair Program sponsors and organizers, our deepest gratitude for all that they have done to promote academic achievement through the preservation of Chicago history; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Chicago Metro History Fair.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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GRATITUDE EXTENDED TO DRS. MICHAEL MORGENSTERN,  
SYDNEY MORGENSTERN AND RAE KAPLAN FOR  
GIFT OF MINIATURE TORAH TO LAKE  
SHORE DRIVE SYNAGOGUE.

Also, a proposed resolution reading as follows:

WHEREAS, On Sunday April 9th, 1989, the Lake Shore Synagogue became the home of a rare miniature Torah; and

WHEREAS, The miniature Torah was originally written for the late Rabbi David S. Morgenstern by his father and grandfather, both rabbis, in Kotzk-Soklov, Poland; and

WHEREAS, Rabbi Morgenstern took the scroll with him when he moved first to London and later to the United States after World War II; and

WHEREAS, Rabbi Morgenstern's three children, Drs. Michael and Sydney and Rae Kaplan gave the miniature Torah to the Lake Shore Drive Synagogue in loving memory and in honor of their father; and

WHEREAS, The Torah was accepted by synagogue president Harry Finkel and Ernest Goldstein, head of the ritual committee; and

WHEREAS, Upon acceptance, the members of the Lake Shore Drive Synagogue danced the scroll through the street symbolically joining it to the congregation; and

WHEREAS, The miniature Torah will now be used during regular worship services at Lake Shore Synagogue; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby honor and congratulate Dr. Michael Morgenstern, Dr. Sydney Morgenstern, and Dr. Rae Kaplan, on their religious and moral fortitude, and do also extend our deepest gratitude for all that they have done to enhance the lives and religious education of the members of the Lake Shore Drive Synagogue; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the family of Rabbi David S. Morgenstern and to the Lake Shore Drive Synagogue.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO THREE ARTS CLUB OF  
CHICAGO ON ITS 75TH ANNIVERSARY  
CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, The Three Arts Club of Chicago is celebrating its 75th anniversary in 1989; and

WHEREAS, The Three Arts Club of Chicago is a visual arts and cultural center for the near north side and surrounding Chicago communities; and

WHEREAS, During the next twelve months, the Three Arts Club of Chicago will be presenting a series of cultural events on the near north side in celebration of its anniversary; and

WHEREAS, In addition to the cultural series, the Three Arts Club of Chicago is designing a near north side directory which will list the services available to residents and tourists visiting the near north side of our great city; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby honor and congratulate the Three Arts Club of Chicago on the occasion of their 75th anniversary, and do also extend our deepest gratitude for all that they have accomplished on behalf of the citizens of the City of Chicago; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the Three Arts Club of Chicago.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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RECOGNITION AND GRATITUDE EXTENDED TO MAGAZINE  
PUBLISHERS OF AMERICA, CHICAGO CHAPTER,  
ON OCCASION OF "1989 MAGAZINE  
PUBLISHERS OF AMERICA  
MAGAZINE DAY".

Also, a proposed resolution reading as follows:

WHEREAS, On May 19, 1989, the Magazine Publishers of America Association, Chicago Chapter, is holding its annual Magazine Day in recognition of its members; and

WHEREAS, The Magazine Publishers of America members distribute almost 3,000 different magazines in Chicago; and

WHEREAS, The citizens of Chicago receive in excess of 45 million copies of these magazines every year; and

WHEREAS, The editorial content of these magazines provide the citizens of Chicago entertainment as well as education on a variety of subjects ranging from beauty and baby care to parental counseling, legal advice and medical suggestions; and

WHEREAS, The production and distribution of these magazines provide thousands of jobs for the citizens of the City of Chicago; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 26th day of April, 1989, do hereby honor and congratulate the Magazine Publishers of America, Chicago Chapter, members on the occasion of the 1989 Magazine Publishers of America Magazine Day, and do also extend to all of the members of the Magazine Publishers of America our deepest gratitude for all that they have done to entertain and educate the citizens of the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Magazine Publishers of America, Chicago Chapter.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*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 SIDEWALK CAFES.

Also, ten 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:



Cairo 720 North Wells Limited Partnership, doing business as 720 Cairo -- to maintain and use a portion of the public way adjacent to 720 North Wells Street;

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;

Eastgate Associates, doing business as Rue Saint Clair Restaurant -- to maintain and use a portion of the public way adjacent to 640 North Saint Clair Street;

Gordon Sinclair Enterprise, Incorporated, doing business as Gordon Restaurant -- to maintain and use a portion of the public way adjacent to 500 North Clark Street;

Grand and Wells Tap, Incorporated, doing business as Grand and Wells Tap -- to maintain and use a portion of the public way adjacent to 531 North Wells Street;

Hamburger Hamlet of Walton Street, Incorporated, doing business as Hamburger Hamlet -- to maintain and use a portion of the public way adjacent to 44 East Walton Street;

Marshall DeMar, doing business as Oak Tree Restaurant -- to maintain and use a portion of the public way adjacent to 25 East Oak Street;

Sacro Corporation of Illinois, doing business as Johnny Rockets -- to maintain and use a portion of the public way adjacent to 901 North Rush Street;

Salvador's Mexican Restaurant, on Erie, Incorporated, doing business as Salvador's -- to maintain and use a portion of the public way adjacent to 661 North Clark Street; and

Washington Square, Incorporated, doing business as The Bass Bar -- to maintain and use a portion of the public way adjacent to 420 North Clark Street.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE AT  
200 EAST OHIO STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Sheldons Art Supply to hold a sidewalk sale in front of 200 East Ohio Street for the period of May 12 through May 16, 1989, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED STREETS TO HOLD  
OUTDOOR EVENTS.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Chicago Bulls, c/o Mr. Steve Schanwald, Vice President of Marketing and Broadcasting -- to close to traffic portions of East Illinois Street, North McClurg Court and North New Street and to allow the flow of vehicular traffic in both directions on East Grand Avenue between North Fairbanks Court and North Lake Shore Drive during the period July 29 and July 30, 1989 in conjunction with the Chicago Bulls 3 on 3 Basketball Tournament;

Ms. Margie Korshak Associates -- to close to traffic upper East Illinois Street from North Michigan Avenue to City Front Center on Tuesday, April 18, 1989 in conjunction with the Gateway City Front Center opening; and

702 Studio, Incorporated -- to close to traffic the west side of North Wells Street from a point approximately 50 feet south of West Superior Street to West Huron Street and to erect an awning over the public way from the door of 702 North Wells Street to the curb in conjunction with the Tenth Anniversary of Studio 702, Incorporated.

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*Referred* -- ISSUANCE OF PERMIT TO INSTALL SILVER PLATING  
ON STREET LIGHT POLE AT NORTHEAST CORNER OF  
EAST WALTON STREET AND NORTH  
MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Streets and Sanitation to issue a permit to Mr. George Jensen for the installation and maintenance of silver plating on a street light pole at the northeast corner of East Walton Street and North Michigan Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- ISSUANCE OF PERMIT TO SET BACK CURB  
AT 421 -- 427 EAST ONTARIO STREET.

Also, a proposed order directing the Commissioner of Streets and Sanitation to issue a permit to 401 East Ontario Associates to set back the curb at 421 -- 427 East Ontario Street, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

ALDERMAN NATARUS (42nd Ward) And OTHERS:

*Referred*-- CORPORATION COUNSEL URGED TO FILE PETITION  
TO VACATE COURT ORDER AUTHORIZING ERECTION  
OF ADVERTISING STRUCTURES.

A proposed order, presented by Aldermen Natarus, Cullerton, Gabinski, Laurino, O'Connor and Levar urging the Corporation Counsel to file a petition to vacate a court order directing the issuance of permits for the erection of twenty-eight advertising structures at sundry locations whose construction would be in direct conflict with various articles within the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code, which was *Referred to the Committee on Buildings*.

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Presented By

ALDERMAN EISENDRATH (43rd Ward):

COMMISSIONER OF HEALTH DIRECTED TO REVIEW  
CERTIFICATION RULES FOR STREET  
FAIR FOOD VENDORS.

A proposed order reading as follows:

*Ordered*, That the Commissioner of the Department of Health immediately review recently promulgated rules requiring food vendors participating in street fairs to enroll in a certification seminar sponsored by the Department of Health; and

*Be It Further Ordered*, That the Commissioner of the Department of Health report within five days to the City Council of the City of Chicago on such rules.

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* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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#### TRIBUTE TO LATE MR. GAVIN WILLIAMSON.

Also, a proposed resolution reading as follows:

WHEREAS, Gavin Williamson lived and worked in Chicago for more than fifty years; and

WHEREAS, He and his partner brought the nearly forgotten art of harpsichord music back to life creating anew the sounds of Bach, Rameau, Couperin, Handel and others; and

WHEREAS, Among his contributions to this city he taught several generations of Chicagoans a musical technique he inherited in an unbroken sequence of master and pupil going back to Mozart; and

WHEREAS, He was especially proud to have played with the Chicago Symphony Orchestra more than 20 times in his career; now, therefore,

*Be It Resolved*, By the Mayor and the City Council of the City of Chicago that we find Gavin Williamson's life and art a model of the best blend of a cultural and civic life; and

*Be It Further Resolved*, That we find his music will be with us even though the playing has ceased; and

*Be It Further Resolved*, That condolences be extended to his family and that a suitable copy of the resolution be prepared for them.

Alderman Eisendrath moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing resolution. The motion *Prevailed*.

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

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*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Gastronomical Pleasures, Incorporated, doing business as Picolo Mondo Cafe -- to maintain and use a portion of the public way adjacent to 2460 North Clark Street; and

Mr. Felix Gomez, doing business as Mi Casa, Su Casa Restaurant, Incorporated --to maintain and use a portion of the public way adjacent to 2524 North Southport Avenue.

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*Referred* -- PERMISSION TO HOLD OUTDOOR EVENTS AT  
SPECIFIED LOCATIONS.

Also, seven proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Body Politic Theatre/Community Arts Foundation -- to hold the Body Politic Theatre Street Festival on that portion of North Lincoln Avenue from West Webster Avenue to West Belden Avenue during the period of June 3 and 4, 1989;

Ms. Margaret Landeck -- to hold "Marge's 34th Anniversary Party-Street Rally" on that portion of West Menomonee Street from North Sedgwick Street to Fern Court during the period of June 10 and 11, 1989;

Lincoln Central Association -- to hold a street fair and art festival on that portion of West Dickens Avenue from North Lincoln Avenue to North Larrabee Avenue and on

that portion of North Mohawk Street from West Armitage Avenue to West Dickens Avenue during the period of June 24 and 25, 1989;

Old Town Triangle Association -- to hold the Old Town Art Fair on portions of North North Park Avenue, West Menomonee Street, North Lincoln Park West, North Orleans Street, West Wisconsin Street and the Ogden Mall during the period of June 10 and 11, 1989; and

Park West Community Association -- to hold the Park West Antiques Fair in the east/west alley one half block north of West Fullerton Parkway between North Orchard Street and North Clark Street during the period of June 3 and 4, 1989; and

R.A.N.C.H. Triangle Association -- to hold the R.A.N.C.H. Triangle Association 1989 Triangle Children's Fest on that portion of North Seminary Avenue from West Armitage Avenue to North Maud Avenue on Saturday, June 17, 1989.

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*Referred* -- ISSUANCE OF PERMIT TO HOLD "TASTE OF LINCOLN AVENUE" ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Wrightwood Neighbors Conservation Association to hold the "Taste of Lincoln Avenue" on that portion of North Lincoln Avenue from West Cullerton Avenue to West Wrightwood Avenue, on that portion of West Altgeld Street from North Sheffield Avenue to 822 West Altgeld Street, and on that portion of West Montana Street from North Lincoln Avenue to North Sheffield Avenue during the period of July 29 and 30, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST KEMPER PLACE FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Abraham Lincoln Elementary School to close to traffic that part of West Kemper Place, between North Orchard Street and North Geneva Terrace, for the morning arrival and afternoon departure hours of students on all school days, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN HANSEN (44th Ward):

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR SIDEWALK CAFES.

Four proposed ordinances to grant permission and authority to the applicants listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Edward Joseph Krajewski, doing business as Not Just Pasta, Incorporated -- to maintain and use a portion of the public way adjacent to 2965 North Lincoln Avenue;

Muskies Hamburgers, Incorporated, doing business as Muskies Hamburgers -- to maintain and use a portion of the public way adjacent to 963 West Belmont Avenue;

Slick's Incorporated, doing business as Chezz Chazz -- to maintain and use a portion of the public way adjacent to 3651 North Southport Avenue; and

3332 North Broadway Corporation, doing business as J. Higby's Yogurt and Treat Shoppe -- to maintain and use a portion of the public way adjacent to 3332 North Broadway.

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*Referred* -- APRIL 28 -- 30, 1989 PROCLAIMED "WORLD DAY  
FOR LABORATORY ANIMALS IN CHICAGO".

Also, a proposed resolution proclaiming April 28 -- 30, 1989 "World Day for Laboratory Animals in Chicago" for the purpose of promoting public awareness of the use of live animals in the testing of personal health care and household products and to develop more humane alternatives to this type of research, which was *Referred to the Committee on Health*.

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Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO OFFICER  
DENNIS SALEMI ON HIS RETIREMENT FROM  
CHICAGO POLICE DEPARTMENT.

A proposed resolution reading as follows:

WHEREAS, Chicago Police Officer Dennis Salemi, Star 5112, is retiring after some 27 years of dedicated public service; and

WHEREAS, In his long and beneficial career, Police Officer Dennis Salemi has been the recipient of 13 Honorable Mentions and 20 Citizen Awards; and

WHEREAS, Officer Dennis Salemi has made many friends, especially during the past five years when he was on foot patrol in the Jefferson Park Chamber of Commerce area; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 26th day of April, 1989, A.D., do hereby congratulate and honor Chicago Police Officer Dennis Salemi on the occasion of his retirement. We also extend to this outstanding public servant our very best wishes for many more years of happiness and fulfillment.

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Police Officer Dennis Salemi.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* – None.

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



CONGRATULATIONS EXTENDED TO MR. GREGORY SCHULTY  
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Gregory Schulty, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Jefferson Park Lutheran Boy Scout Troop 999 and currently serving as junior Assistant Scoutmaster, Gregory Schulty has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Gregory Schulty 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 26th day of April, 1989, A.D., do hereby offer our heartiest congratulations to Gregory Schulty 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 Gregory Schulty.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 185,  
SECTION 185-1.6 BY DEFINING TERM "RESIDENCE"  
IN RELATION TO SEWER SERVICE CHARGE.

Also, a proposed ordinance to amend Chapter 185, Section 185-1.6 of the Municipal Code by defining the term "residence" within said section as "a single family dwelling or a condominium apartment, or a single dwelling unit in a two-flat residential building", which was *Referred to the Committee on Finance*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
NORTH AVONDALE AVENUE FOR COMMUNITY  
CLEANUP PROGRAM.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. George Berbert to close to traffic that part of North Avondale Avenue between West Lawrence Avenue and North Lavergne Avenue on Saturday, May 6, 1989 for a community beautification and cleanup program, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD ART FAIR ON  
PORTIONS OF SPECIFIED STREETS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Jefferson Park Chamber of Commerce, c/o Ms. Florence Cirzan, to hold an Annual Arts and Crafts Fair on both sides of North Milwaukee Avenue, from 4630 to 4955, both sides of West Lawrence Avenue, from 5216 to 5401, both sides of West Higgins Avenue, from 5403 to 5417, and on both sides of West Ainslie Street, from 5310 to 5334 for the period June 16 and June 17, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

ALDERMAN SHILLER (46th Ward):

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the applicants listed for sidewalk cafes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Jake's Pup in the Ruf, Incorporated, doing business as Jake's Pup -- to maintain and use a portion of the public way adjacent to 4401 North Sheridan Road; and

Mr. Alvin G. Mazz, doing business as Los Tres Sombreros -- to maintain and use a portion of the public way adjacent to 4401 North Clark Street.

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Presented By

ALDERMAN SCHULTER (47th Ward):

*Referred* -- GRANT OF PRIVILEGE TO ZEPHYR'S ICE CREAM SHOP,  
INCORPORATED, DOING BUSINESS AS ZEPHYR'S ICE  
CREAM SHOP, FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Zephyr's Ice Cream Shop, Incorporated, doing business as Zephyr's Ice Cream Shop, to maintain and use a portion of the public way adjacent to 1777 West Wilson Avenue for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- PERMISSION TO HOLD ANNUAL SIDEWALK SALE  
ON PORTION OF NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Marilyn Allen to hold an annual sidewalk sale on that part of North Lincoln Avenue from West Grace Street to West Cullom Avenue, on that part of North Damen Avenue from West Byron Street to West Belle Plaine Avenue, and on that part of West Irving Park Road from North Leavitt Street to North Ravenswood Avenue for the period July 27 through July 29, 1989, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL AND/OR  
STREET FAIR ON PORTION OF WEST  
SUNNYSIDE AVENUE.

Also, a proposed order directing the Commissioner of Streets and Sanitation to issue a permit to Queen of Angels Church to hold a carnival and/or street fair on that part of West Sunnyside Avenue from North Western Avenue to the first alley west thereof for the period of July 6 through July 10, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALES  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold sidewalk sales at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Roberta Biebel, Ravenswood Chamber of Commerce -- to hold a sidewalk sale on West Lawrence Avenue, from North Seeley Avenue to North Ravenswood Avenue, North Damen Avenue, from West Giddings Street to the first alley west of West Lawrence Avenue, and North Winchester Avenue, from the first alley north of West Lawrence Avenue to the first alley south of West Lawrence Avenue during the period June 23 through June 25, 1989; and

Mr. Tim Graham, Lincoln Square Chamber of Commerce -- to hold a sidewalk sale on both sides of North Lincoln Avenue, from West Leland Avenue to West Ainslie Avenue, and on both sides of North Western Avenue, from West Leland Avenue to West Ainslie Avenue during the period July 20 through July 23, 1989.

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*Referred* -- INSTALLATION OF ALLEY LIGHT POLE  
BEHIND 4855 NORTH PAULINA STREET.

Also, a proposed order directing the Commissioner of Public Works to install an alley light pole behind 4855 North Paulina Street, which was *Referred to the Committee on Finance*.

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 2101 WEST IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Artisan Signs for the erection of a sign/signboard at 2101 West Irving Park Road for West Coast Video, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN SCHULTER (47th Ward) And  
ALDERMAN OSTERMAN (48th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,  
SECTION 27-308(C) BY PROHIBITING PARKING OF  
VEHICLES DURING STREET CLEANING  
OPERATIONS.

A proposed ordinance to amend Chapter 27, Section 27-308 by striking subparagraph (c) and substituting a new subparagraph (c) which prohibits the parking of motor vehicles during street cleaning operations and imposes towing and penalty provisions, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- CHICAGO POLICE DEPARTMENT AND DEPARTMENT OF  
STREETS AND SANITATION URGED TO PLACE WARNING  
SIGNS ON VEHICLES PARKED IN VIOLATION  
OF STREET CLEANING SIGNS.

Also, a proposed resolution urging the Chicago Police Department and Department of Streets and Sanitation to develop a program whereby warning signs would be affixed to the driver's side of each motor vehicle parked in violation of street cleaning signs to discourage parking during street cleaning operations, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN OSTERMAN (48th Ward):

APRIL 13 -- 15, 1989 DECLARED "CAMBODIAN NEW YEAR  
IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, April 15th is the Cambodian New Year; and

WHEREAS, The Cambodian Association of Illinois, an ever expanding non-profit organization wholly dedicated to helping our Cambodian communities throughout the city and state, is planning many New Year festivities April 13 -- 15, 1989 which attract many thousands of celebrants and observers throughout the area; and

WHEREAS, Our Cambodian community is made up of many persons who face the disadvantages of unemployment, limited English proficiency, adjustment by children to the school system, adjustment by adults to a totally different and free way of life; and all the problems brought on by former oppression and escape to a totally different world. One of their bright spots, however, is the Cambodian New Year, celebrated each year in Chicago since 1975. This celebration provides an opportunity for Cambodians in our city to honor and remember their culture, to experience pride in their origins, and to celebrate their survival; and

WHEREAS, All Chicago joins in the New Year observance with our Cambodian neighbors; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and congratulate our Cambodian residents on the observance and celebrations of the Cambodian New Year, and thus declare April 13 -- 15, 1989, to be known as "Cambodian New Year in Chicago" in keeping with this shared experience; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Cambodian Association of Illinois and posted in a prominent place to testify to our love and respect for our fellow Cambodian neighbors.

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, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 99  
BY ADDING NEW SECTION 99-24 UPDATING  
STANDARDS FOR REMOVAL OF  
BUSINESS REFUSE.

Also, a proposed ordinance to amend Chapter 99 of the Municipal Code by adding thereto a new section to be known as Section 99-24 which would update the standards for removal of business refuse and establish monetary fines for violation thereof, which was *Referred to a Joint Committee composed of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Health.*

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*Referred* -- ISSUANCE OF PERMIT TO HOLD STREET FAIR ON  
PORTION OF NORTH MAGNOLIA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Saint Ita Church, c/o Bob Feie, to hold a street fair on North Magnolia Avenue, between West Catalpa and West Bryn Mawr Avenues, for the period of August 11 through August 13, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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Presented By

ALDERMAN ORR (49th Ward):

*Referred* -- PERMISSION TO CONSTRUCT WATER METER  
VAULT AT SPECIFIED INTERSECTION.

A proposed order directing the Commissioner of Water to grant permission to the Chicago Transit Authority for the construction of a water meter vault to the water tap at the intersection of West Howard Street and North Clark Street with said vault extending north from the aforementioned water tap, along Chicago Avenue, to the Howard West Yard Pump House in Evanston for fire protection purposes, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN STONE (50th Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED  
AIR RIGHTS ON PORTION OF WEST  
ROSEMONT 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 air rights between 12 feet above sidewalk grade and 43 feet above sidewalk grade over the west 54.5 feet of the east 92.0 feet of the north 15.0 feet of that part of West Rosemont Avenue lying west of North California Avenue for Northwest Home for the Aged (No. 1-50-89-1341); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Stone 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 Stone, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.



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

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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):**

Mercy Hospital -- construction in the Ambulatory Surgery Center on the premises known as 2510 South Prairie Avenue.

The United States Dismantlement Corporation -- demolition of property owned by the Neighborhood Italian Club on the premises known as 3003 -- 3033 South Shields Avenue.

**BY ALDERMAN TILLMAN (3rd Ward):**

Omega Missionary Baptist Church -- construction of a new church on the premises known as 4627 South State Street.

**BY ALDERMAN HENRY (24th Ward):**

Chicago Transit Authority Stationhouse (Pulaski/Douglas) -- construction on the premises known as 2005 -- 2021 South Pulaski Road.

**BY ALDERMAN LAURINO (39th Ward):**

Northeastern Illinois University Day Care Center -- electrical work on the premises known as 5500 North St. Louis Avenue (2).

**BY ALDERMAN NATARUS (42nd Ward):**

The Anti-Cruelty Society -- complete renovation of electrical, mechanical, plumbing, et cetera on the premises known as 157 West Grand Avenue.

The Rehabilitation Institute of Chicago -- construction work on the premises known as 345 East Superior Street.

**BY ALDERMAN EISENDRATH (43rd Ward):**

Children's Memorial Hospital -- construction of an addition to include nursing administration and dietary offices in the basement of the main bed tower and renovations to rental property to house Otology Clinics, offices and Gait Lab on the premises known as 2300 Children's Plaza and 2451 North Lincoln Avenue, respectively (2).

**LICENSE FEE EXEMPTIONS:**

**BY ALDERMAN ROTI (1st Ward):**

Abla Day Care/Head Start/Chicago Housing Authority, 1342 South Racine Avenue.

Bernard Gentry Day Care Center/Chicago Housing Authority, 2326 South Dearborn Street.

Bethel Day Care Center, 1434 South Laflin Street.

Chinese Christian Union Church Day Care Center, 2301 South Wentworth Avenue.

Erie Neighborhood House, 1347 West Erie Street.

**BY ALDERMAN RUSH (2nd Ward):**

Ada S. McKinley Community Services, Incorporated (Davis House), 4237 -- 4249 South Indiana Avenue.

Coretta Scott King Young Women's Christian Association Day Care Center, 436 East 39th Street.

Horizon House Head Start, 3542 South State Street.

Robert Taylor Head Start Family Resource Center, 4331 South Federal Street.

Robert Taylor Day Care Center, 4352 South State Street.

**BY ALDERMAN TILLMAN (3rd Ward):**

Fireman Community Services Day Care Center, 144 West 47th Street.

Robert Taylor South Day Care Center/Centers for New Horizons, Incorporated, 5140 South Federal Street.

*BY ALDERMAN BLOOM (5th Ward):*

Hyde Park Union Church Nursery School, 5600 South Woodlawn Avenue.

Hyde Park Unitarian Cooperative School, 5650 South Woodlawn Avenue.

LaRabida Children's Hospital and Research Center, East 65th Street at Lake Michigan.

Maranatha Youth Ministries, 1631 East 71st Street.

Parent Co-op for Early Learning, 5300 South South Shore Drive.

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

*BY ALDERMAN SHAW (9th Ward):*

Centers for New Horizons, Incorporated (Chicago Housing Authority), 4150 South Dr. Martin Luther King Jr. Drive.

Golden Gate Day Care Center, 432 East 134th Street.

Pullman Creative Learning Center, 11264 South Langley Avenue.

*BY ALDERMAN VRDOLYAK (10th Ward):*

South Chicago Young Men's Christian Association Day Care Center, 3039 East 91st Street.

*BY ALDERMAN HUELS (11th Ward):*

Guardian Angel Day Care Center, 4600 South McDowell Avenue.

*BY ALDERMAN BURKE (14th Ward):*

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

Montessori Varnas Day Care Center, 3038 West 59th Street.

*BY ALDERMAN STREETER (17th Ward):*

Zion Hill Community Services Center, 1460 West 78th Street.

*BY ALDERMAN SHEAHAN (19th Ward):*

The Beverly Montessori School, 9916 South Walden Parkway.

Mt. Greenwood Community Christian Center, 11249 South Spaulding Avenue.

*BY ALDERMAN GUTIERREZ (26th Ward):*

Gilchrist Marchman Rehabilitation Center, 2345 West North Avenue.

Lutheran Day Nursery, 1802 -- 1808 North Fairfield Avenue.

*BY ALDERMAN DAVIS (29th Ward):*

Christian Community Services, 5704 West Midway Park.

South Austin Day Care Center, 301 North Mayfield Avenue.

*BY ALDERMAN HAGOPIAN (30th Ward):*

Midwestern Christian Academy/Midwest Bible Church, 3441 North Cicero Avenue.

*BY ALDERMAN GABINSKI (32nd Ward):*

Saint Mary of Nazareth Hospital Center, 2233 West Division Street.

*BY ALDERMAN MELL (33rd Ward):*

Casa Central Day Care Center, 2610 North Francisco Avenue.

*BY ALDERMAN AUSTIN (34th Ward):*

Roseland Community Hospital, 45 West 111th Street.

*BY ALDERMAN GILES (37th Ward):*

Lutheran Family Mission, various locations (3).

*BY ALDERMAN CULLERTON (38th Ward):*

Wings Preschool, Incorporated, 6337 West Cornelia Avenue.

*BY ALDERMAN PUCINSKI (41st Ward):*

Faith Lutheran Church Preschool, 6201 West Peterson Avenue.

Lutheran Children's Center, 6200 North Milwaukee Avenue.

Norwood Park Presbyterian Church Day Care Center, 5849 North Nina Avenue.

*BY ALDERMAN NATARUS (42nd Ward):*

Saint Chrysostom's Day School, 1424 North Dearborn Parkway.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Lincoln Park Cooperative Nursery School, 1753 -- 1755 North Fern Court.

Moody Church Early Childhood Center, 1609 North LaSalle Street.

Saint Vincent DePaul Center, 2145 North Halsted Street (2).

*BY ALDERMAN HANSEN (44th Ward):*

Florence G. Heller Jewish Community Center, 524 West Melrose Avenue.

Temple Sholom Title XX Day Care Center, 3480 North Lake Shore Drive.

*BY ALDERMAN LEVAR (45th Ward):*

Lydia Home Association Day Care Center, 4300 West Irving Park Road.

*BY ALDERMAN SHILLER (46th Ward):*

Christopher House Buena Circle Day Care Center, 4303 North Kenmore Avenue.

Sheridan Day Care Center/Hull House Association, 912 West Sheridan Road.

Uptown Family Care Title XX Program/Hull House Association, 4520 North Beacon Street.

*BY ALDERMAN SCHULTER* (47th Ward):

Ravenswood Baptist Church Day Care Center, 4455 North Seeley Avenue.

Ravenswood Hospital Medical Center, 4550 North Winchester Avenue.

*BY ALDERMAN OSTERMAN* (48th Ward):

Children Northside Child Development Center, 5244 North Lakewood Avenue (3).

*BY ALDERMAN STONE* (50th Ward):

Bernard Horwich/Mayer Kaplan/Jewish Community Center, 3003 West Touhy Avenue.

Northwest Play School, 6015 North Francisco Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN ROTI* (1st Ward):

Jewish Federation of Metropolitan Chicago, One South Franklin Street -- refrigeration system inspection fee and annual building inspection fee (2).

*BY ALDERMAN BLOOM* (5th Ward):

McCormick Theological Seminary, various locations -- building inspection fees, annual elevator inspection fee, boiler inspection fee and driveway inspection fee (4).

Vivekananda Vedanta Society, 5423 South Hyde Park Boulevard (for premises located at 5419 South Hyde Park Boulevard) -- annual boiler and fuel burning equipment inspection fee.

*BY ALDERMAN SHAW* (9th Ward):

Evangelism Outreach Ministries, various locations -- annual driveway maintenance inspection fees.

Historic Pullman Foundation/Hotel Florence, 11111 South Forrestville Avenue -- annual public place of assembly fees and annual mechanical ventilation inspection fee (2).

*BY ALDERMAN HUELS* (11th Ward):

Valentines Chicago Boys Club, 3400 South Emerald Avenue -- fuel burning equipment inspection fees.

*BY ALDERMAN SHEAHAN* (19th Ward):

Ridge Historical Society, 10621 South Seeley Avenue -- annual inspection fees.

*BY ALDERMAN JONES* (20th Ward):

Shiloh Academy/Seventh Day Adventist Academy, 7008 South Michigan Avenue -- fuel burning equipment inspection fee.

*BY ALDERMAN J. EVANS* (21st Ward):

Academy of Our Lady Convent, 9535 South Loomis Boulevard -- annual fuel burning equipment inspection fee.

*BY ALDERMAN GARCIA* (22nd Ward):

Chicago Boys Club, 2950 West 25th Street -- fuel burning equipment inspection fee.

Chicago Boys Club/Little Village Unit, 2801 South Ridgeway Avenue -- annual building inspection fee.

*BY ALDERMAN SOLIZ* (25th Ward):

Saint Anthony Hospital, 2875 West 19th Street -- fuel burning equipment inspection fee.

Schwab Rehabilitation Center, 1401 South California Avenue -- private fire alarm box.

*BY ALDERMAN BUTLER* (27th Ward):

Chicago Boys Club, 2946 West Washington Boulevard -- annual building inspection fee.

Dr. Martin Luther King Boys Club, 2950 West Washington Boulevard -- fuel burning equipment fee (2).

Union League Boys and Girls Club, 524 North Wolcott Avenue -- annual building inspection fee and annual mechanical ventilation inspection fee (2).

*BY ALDERMAN SMITH* (28th Ward):

Bobby C. Wright Mental Health Center, various locations -- semi-annual elevator inspection fee and annual building inspection fee (2).

**BY ALDERMAN HAGOPIAN (30th Ward):**

Midwestern Christian Academy, 3465 North Cicero Avenue -- annual public place of assembly inspection fee.

**BY ALDERMAN FIGUEROA (31st Ward):**

Chicago Teen Challenge, 3601 -- 3603 West Cortland Street -- fuel burning equipment inspection fee.

Westtown Training Center, 1801 North Spaulding Avenue -- fuel burning equipment fees.

**BY ALDERMAN GABINSKI (32nd Ward):**

Saint Mary of Nazareth Hospital Center, various locations -- annual elevator inspection fees, maintenance of a fire alarm box, boiler inspection fee and fuel burning equipment inspection fee (4).

**BY ALDERMAN MELL (33rd Ward):**

Saint Paul's House, various locations -- fuel burning equipment inspection fees.

**BY ALDERMAN AUSTIN (34th Ward):**

Lights of Zion Church, 11636 South Halsted Street -- driveway maintenance inspection fees.

**BY ALDERMAN KOTLARZ (35th Ward):**

Saint Joseph Home for Aged, 2650 North Ridgeway Avenue -- A-1 elevator inspection fees and fuel burning equipment inspection fee (2).

**BY ALDERMAN PUCINSKI (41st Ward):**

Copernicus Foundation, 5216 West Lawrence Avenue -- annual public place of assembly inspection fees, semi-annual elevator inspection fees and fuel burning equipment inspection fees (4).



Norwegian Old Peoples Home, various locations -- annual institution inspection fee and annual driveway maintenance inspection fees (2).

Norwood Park Home, 6016 North Nina Avenue -- annual fuel burning equipment inspection fee and annual sign inspection fee (2).

Polish Army Veterans Post 90, 6007 West Irving Park Road -- annual sign inspection fee.

**BY ALDERMAN NATARUS (42nd Ward):**

Mr. Clem Stein, 74 East Elm Street -- annual building inspection fees.

Latin School of Chicago, various locations -- annual mechanical ventilation inspection fee and semi-annual elevator inspection fees (3).

Northwestern University, various locations -- driveway inspection fee, annual maintenance of signs and surcharge fees, fuel burning equipment inspection fee, annual building inspection fees, sign inspection fee and annual public place of assembly inspection fees (6).

Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- annual building inspection fee and semi-annual elevator inspection fee (2).

**BY ALDERMAN EISENDRATH (43rd Ward):**

Augustana Hospital, various locations -- institutional inspection fees, annual fuel burning equipment inspection fee, annual control and process device inspection fee and annual sign inspection fees (4).

Center for the Rehabilitation and Training of Persons with Disabilities, various locations -- annual building inspection fee and annual driveway maintenance inspection fee (2).

Grant Hospital, various locations -- annual fuel burning equipment inspection fee, annual institutional inspection fee and building inspection fee (3).

Kiwanis Boys' Club, 835 West Diversey Parkway -- annual public place of assembly inspection fees (2).

**BY ALDERMAN SHILLER (46th Ward):**

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- annual public place of assembly inspection fee and boiler and unfired pressure vessel inspection fees (2).

**BY ALDERMAN SCHULTER (47th Ward):**

Bethany Methodist Church, various locations -- annual institutional inspection fee and annual building inspection fee (2).

*BY ALDERMAN OSTERMAN (48th Ward):*

Self Help Home for the Aged, 908 West Argyle Street -- annual public place of assembly inspection fee, fuel burning equipment inspection fees, refrigerator system inspection fee, mechanical ventilation inspection fees and elevator inspection fee (7).

**WATER RATE EXEMPTIONS:**

*BY ALDERMAN KRYSTYNIAK (23rd Ward):*

Fraternal Order of Eagles, 3711 West 55th Street.

*BY ALDERMAN SOLIZ (25th Ward):*

Mr. Jose Almanza, 2345 West 21st Street.

*BY ALDERMAN BUTLER (27th Ward):*

First Congressional Baptist Church, 1627 West Washington Boulevard.

*BY ALDERMAN GILES (37th Ward):*

Lively Stone Missionary Baptist Church, 4938 West Chicago Avenue.

*BY ALDERMAN NATARUS (42nd Ward):*

Children's Home and Aid Society of Illinois, 1122 North Dearborn Street.

*BY ALDERMAN SCHULTER (47th Ward):*

Robert and James Boyle, 1712 - 1714 West Wilson Avenue.

**REFUND OF FEES:**

*BY ALDERMAN HAGOPIAN (30th Ward):*

Midwestern Christian Academy/Midwest Bible Church, 3441 North Cicero Avenue -- refund in the amount of \$34.00.

BY ALDERMAN LAURINO (39th Ward):

Korean Bethany Church, 4850 North St. Louis Avenue -- refund in the amount of \$881.00.

WAIVER OF FEE:

BY ALDERMAN KELLAM (18th Ward):

New Holy Ghost Tabernacle Church, 8457 -- 8459 South Racine Avenue -- waiver of fee for Account No. 2-4007-00-2848-4.

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APPROVAL OF JOURNAL OF  
PROCEEDINGS.

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JOURNAL (March 29, 1989).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 29, 1989 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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JOURNAL CORRECTIONS.

(November 16, 1988)

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 16, 1988, as follows:

Page 19300 -- by deleting the seventeenth through nineteenth lines from the top of the page and inserting in lieu thereof the following:

"North Kilpatrick Avenue  
and North Ionia Avenue

"All-Way Stop" signs".

The motion to correct *Prevailed*.

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(February 16, 1989)

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Thursday, February 16, 1989, as follows:

Page 25065 -- by deleting the name "Woodland" appearing in the second line from the top of the page and inserting in lieu thereof the name "Woodlawn".

The motion to correct *Prevailed*.

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**UNFINISHED BUSINESS.**

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**EXECUTION OF GROUND LEASE WITH O'HARE TECH CENTER  
ASSOCIATES FOR SITE 19 AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.**

On motion of Alderman Burke, the City Council took up for consideration the report of a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Aviation, deferred and published in the Journal of the Proceedings of March 23, 1989, pages 26222 through 26305, recommending that the City Council pass a proposed ordinance authorizing the execution of a ground lease with O'Hare Tech Center Associates for Site 19 at Chicago O'Hare International Airport.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

WHEREAS, The City is a home rule municipality of the State of Illinois (the "State"); and

WHEREAS, The City issued on or about February 17, 1988, a request for proposals from developers with interests in pursuing the development of a parcel of land at Chicago-O'Hare International Airport--Site 19 ("R.F.P."); and

WHEREAS, O'Hare Tech Center Associates ("Associates"), a joint venture created under the laws of the State, was one of two respondents submitting proposals to the R.F.P.; and

WHEREAS, Upon review of the proposals submitted in response to the R.F.P., it was determined that the proposal of Associates best addressed the requirements of the City as enumerated in the development framework and selection guidelines set forth in the R.F.P. and best served the interests of the City in permitting private development of vacant underutilized land at the Airport; and

WHEREAS, Associates has been selected to develop an office and technical center project on Site 19; and

WHEREAS, The R.F.P. contemplated the negotiation of a lease between the City as landlord, and the selected developer, as tenant (the "Ground Lease"); and

WHEREAS, City and Developer have negotiated the terms of the Ground Lease; now, therefore,

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

SECTION 1. The City Council makes the findings and determinations set forth in the preamble to this ordinance.

SECTION 2. The City Council has reviewed and hereby approves the Ground Lease between the City and Associates substantially in the form attached hereto and made a part hereof.

SECTION 3. The Acting Mayor of the City of Chicago is hereby authorized to execute the Ground Lease on behalf of the City, subject to approval of the Ground Lease by the Corporation Counsel as to form and legality, and to execute all documents and take all actions which may be necessary to effectuate the terms of said Ground Lease.

SECTION 4. This ordinance shall be effective on the date of its passage and approval.

Ground Lease attached to this ordinance reads as follows:

*Ground Lease.*

This Lease is executed and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 1989 (the "Commencement Date") by and between the City of Chicago, a body corporate and politic ("Landlord") as landlord, and O'Hare Tech Center Associates, a joint venture formed under the laws of the State of Illinois ("Tenant") as tenant.

*Preliminary Statement.*

Whereas, Landlord is the owner of the real estate (the "Land") described on Exhibit A attached hereto and made a part hereof, situated at O'Hare International Airport ("Airport"); and

Whereas, Landlord desires by this Lease to lease the Land, together with all appurtenances thereto and improvements thereon (the "Premises") to Tenant for the purposes herein stated and subject to the terms and conditions herein contained.

*Terms, Covenants, And Conditions.*

Now, therefore, in consideration of the foregoing premises, and the terms, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

*Article 1.*

*Definitions And Interpretations.*

1.01 Definitions.

As used in this Lease, the following words and phrases shall have the meanings set forth below:

**Affirmative Action Policy and Plan** -- as defined in Article 23.

**Airport** -- as defined in the Preliminary Statement.

**Alteration** -- as defined in Section 7.09.

**Base Rent** -- as defined in Section 3.01.

**Base Rent Multiplier** -- as defined in Section 3.01.

**Commencement Date** -- the date of this Lease as shown on page 1 hereof.

**Condemnation Proceedings** -- as defined in Section 15.01.

**Construction Commencement Date** -- as defined in Section 6.01(A).

**Costs of Construction** -- shall mean all costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, loan fees, interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials incorporated into the Project, costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds used in constructing the Project, title insurance premiums and charges, architects' fees, surveyors' fees, reasonable attorneys' fees, permit fees, reasonable construction manager's fees, heat, electricity, fuel, and insurance costs, brokers' and leasing commissions, marketing costs.

**Default Rate** -- shall mean the rate of interest charged from time to time by the First National Bank of Chicago as its so called "prime rate" to its most creditworthy customers, plus two percent (2%).

**Event of Default** -- as defined in Section 14.01.

**Force Majeure** -- shall mean delays caused by material damage or destruction by fire or other casualty, strike, delay in transportation of a required material, shortage of a required material, unusually adverse weather condition such as, without limitation, severe rain storm or storms, below freezing temperatures of abnormal degree or quantity for an abnormal duration, unknown underground obstructions and also including, but not limited to, tornadoes and cyclones, war, civil strife and other like or similar event or condition, beyond the reasonable control of the Tenant.

**Imposition** -- as defined in Section 4.01.

Infrastructure Improvements -- shall include all site improvements, including, without limitation, roads, water, sewer, electrical and other utility lines and facilities and related service facilities necessary to support development of the entire Premises, all as set forth on plans and specifications therefore to be approved by Landlord.

Land -- as defined in the Preliminary Statement.

Landlord -- the owner from time to time of the fee simple title to the Land.

Lease Year -- as defined in Section 2.02.

Leasehold Mortgage -- as defined in Section 12.02.

Leasehold Mortgagee -- as defined in Section 12.03(F).

Loss Period -- as defined in Section 11.08(C).

Net Cash Flow -- as defined in Section 3.03.

Non-Curable Default -- as defined in Section 12.08

Permitted Exceptions -- as defined in Section 2.01.

Phase 1 -- as defined in Exhibit C.

Phase 1 Parcel -- as defined in Section 3.01.

Phase 2 -- as defined in Exhibit C.

Phase 2 Parcel -- as defined in Section 3.01.

Phase 3 -- as defined in Exhibit C.

Phase 3 Parcel -- as defined in Section 3.01.

Phase 4 -- as defined in Exhibit C.

Phase 4 Parcel -- as defined in Section 3.01.

Plans -- as defined in Section 6.01(B).

Percentage Rent -- as defined in Section 3.03.

Premises -- as defined in the Preliminary Statement.

Project -- as defined in Section 6.01.



Proposal -- shall mean the written Proposal of Tenant submitted in response to the Landlord's Request for Proposals for the Development of Site 19 dated February 17, 1988 (City of Chicago Specification No. 70-88-2421).

Rent -- unless the context specifically otherwise requires, "rent" shall include Base Rent, Impositions, Percentage Rent and any other amount for which Tenant is obligated under this Lease.

Space Leases -- as defined in Section 12.16.

Space Tenants -- as defined in Section 12.16.

Substantial Alteration -- as defined in Section 8.10.

Substantial Completion/Substantially Complete -- as defined in Section 6.01(H).

Term -- as defined in Section 2.01.

## 1.02 Construing Various Words And Phrases.

Wherever this Lease provides that a party may perform an act to do anything, it shall be construed that that party may, but shall not be obligated to, so perform or so do. The following words and phrases shall be construed as follows: (i) "At any time" shall be construed as "at any time or from time to time"; (ii) "any" shall be construed as "any and all"; (iii) "including" shall be construed as "including but not limited to"; (iv) "will" and "shall" shall each be construed as mandatory; (v) "herein", "hereof", "hereunder", "hereinafter" and words of similar import shall refer to this Lease as a whole and not to any particular section or subsection. Except as otherwise specifically indicated, all references to article, section and subsection numbers or letters shall refer to articles, sections and subsections of this Lease and all references to exhibits refer to the exhibits attached to the Lease. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require. Captions and the index are used in this Lease for convenience only and shall not be used to construe the meaning of any part of this Lease.

## *Article 2.*

### *Premises.*

#### 2.01 Demise Of Premises.

Landlord, in consideration of the Rent reserved under this Lease and of the agreements and covenants of Tenant under this Lease, hereby leases to Tenant, subject to the matters

("Permitted Exceptions") set forth in Exhibit B attached hereto and made a part hereof, the Premises, on the terms and subject to the limitations and conditions expressed in this Lease. The term of this Lease ("Term") shall commence on the Commencement Date and terminate on the thirtieth (30th) anniversary of the Commencement Date (unless terminated sooner or extended as provided in this Lease) on the condition that Tenant shall pay Rent, comply with the terms, covenants and conditions, and yield possession, all as set forth in this Lease.

#### 2.02 Condition Of Premises.

Tenant acknowledges that it has inspected the Premises and is aware of the condition of the Premises, that the Landlord demises the Premises to Tenant in "as is" condition and that Landlord has made no representations, or warranties regarding the condition of the Premises or of its suitability for Tenant's proposed use. All site preparation, including without limitation, earthwork, the extension of utilities, water retention or detention and relocation of Crystal Creek, for the Premises will be performed by Tenant at its expense. Any necessary or appropriate environmental testing or processing for the Premises and any necessary improvements necessary to remediate environmental risks shall be the responsibility of Tenant.

#### 2.03 Lease Year.

The term "Lease Year" shall mean each consecutive twelve (12) month period during the Term hereof beginning with the Commencement Date. The first Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall begin on the anniversary date of the first Lease Year.

### *Article 3.*

#### *Base Rent.*

##### 3.01 Base Rent.

In consideration of the leasing of the Premises to Tenant, Tenant shall pay Landlord the net basic rent ("Base Rent") of thirty cents (\$.30), subject to adjustment as provided in Section 3.02 (the "Base Rent Multiplier"), per square foot per year of the Premises as hereinafter provided.

For purposes of this Section 3.01 the Premises shall be deemed to constitute four (4) parcels of land, identified respectively as the "Phase 1 Parcel", the "Phase 2 Parcel", the

"Phase 3 Parcel" and the "Phase 4 Parcel", and legally described on Exhibit A-1 attached hereto and made a part hereof. Base Rent shall be computed and be payable as follows:

As of the Phase 1 Construction Commencement Date, annual Base Rent shall be computed by multiplying the Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel.

As of the earlier to occur of the actual commencement of construction of Phase 2 or the first anniversary of the Phase 1 Construction Commencement Date, annual Base Rent shall be computed by multiplying the then current Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel and the Phase 2 Parcel.

As of the earlier to occur of the actual commencement of construction of Phase 3 or the second anniversary of the Phase 1 Construction Commencement Date, Base Rent shall be computed by multiplying the then current Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel, the Phase 2 Parcel and the Phase 3 Parcel.

As of the earlier to occur of the actual commencement of construction of Phase 4 or the third anniversary of the Phase 1 Construction Commencement Date, Base Rent shall be computed by multiplying the then current Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel, the Phase 2 Parcel, the Phase 3 Parcel and the Phase 4 Parcel.

Base Rent shall be adjusted on a pro rata basis for any partial Lease Year in which any Parcel is included in the computation of Base Rent. Notwithstanding the foregoing, if Tenant commences construction (other than construction of the Infrastructure Improvements) on the Phase 1 Parcel, the Phase 2 Parcel, the Phase 3 Parcel or the Phase 4 Parcel (or any part thereof) prior to the Construction Commencement Date for such Phase as set forth in Section 6.01 hereof, the land area of such Parcel shall be as of the date of the commencement of construction thereon included in the computation of Base Rent, subject to any necessary pro rata adjustment for the then current Lease Year. Base Rent shall be payable in equal monthly installments, each in advance, beginning on the Phase 1 Construction Commencement Date and continuing on the same day of each succeeding month during the Term.

### 3.02 Adjustments To Base Rent.

Notwithstanding anything to the contrary contained in Section 3.01, from and after the first anniversary of the Commencement Date, and on each succeeding anniversary of such date during the Term, the then current annual Base Rent Multiplier shall be increased by an amount equal to three percent (3%) of the then applicable Base Rent Multiplier (as may have been previously adjusted).

### 3.03 Percentage Rent.

In addition to the Base Rent, Tenant agrees to pay Landlord as additional rent (the "Percentage Rent") an amount per annum equal to ten percent (10%) of the Net Cash Flow (as hereinafter defined) generated by the Premises and the Project. "Net Cash Flow" shall mean all income, rents, issues, profits, insurance and condemnation proceeds, proceeds of a permitted sale or refinancing or other revenue of whatever kind produced or generated by the Premises or the Project, less ordinary operation and maintenance expenses of the Project actually paid by the Tenant and not reimbursed, real estate taxes, insurance costs, the reasonable amortized (over a period of not less than fifteen (15) years) cost of capital repairs or replacements (as distinguished from new construction), tenant lease commissions, reasonable employee salaries and benefits, employment taxes for employees of Tenant at the Premises, a reasonable management fee comparable to management fees paid to non-affiliated managers of facilities of like size and type in the greater Chicagoland area, reasonable reserves as are typically maintained for projects of this type, and debt service payments on mortgage indebtedness incurred to finance the necessary costs of construction of the Project or any phase thereof. Payments of Percentage Rent shall be made quarterly and shall be due and payable within forty-five (45) days of the close of each quarter of each calendar year from and after the Commencement Date. Payments of Percentage Rent shall be accompanied by a detailed quarterly financial statement showing income and expenses of the Premises for the quarter for which such payment is made and signed and certified by the chief financial officer of Tenant. In addition to the quarterly financial statements, Tenant shall, within one hundred twenty (120) days after the end of each calendar year, deliver to Landlord an annual unaudited financial statement reflecting income and expenses of the Premises for the immediately preceding calendar year prepared by an independent certified public accounting firm. Quarterly payments of Percentage Rent shall be estimates, based on the quarterly financial statements prepared by Tenant. The actual amount of Percentage Rent payable with respect to each calendar year shall be based on the annual financial statement prepared by an independent certified public accounting firm. If the annual statement reflects an overpayment of Percentage Rent to Landlord during such calendar year, the amount of such overpayment shall be offset against the next quarterly payment of Percentage Rent payable by Tenant to Landlord, but if such annual statement shall reflect an underpayment of Percentage Rent to Landlord during the applicable calendar year, the amount of such deficiency shall be promptly paid to Landlord in cash.

### 3.04 Books And Records.

Tenant shall keep full and accurate accounts, records and books of all rents, income, receipts, revenues, issues and profits received from the Premises and all expenses, costs and expenditures of the Premises and other information necessary or pertinent to determine the amount of Net Cash Flow, including any records prepared for electronic data processing and all records prepared as a result of such processing, all of which shall be kept by Tenant at its local office or at the management office for the Premises for at least two (2) years after each annual financial statement has been delivered to Lessor.

### 3.05 Access To Books And Records.

Landlord shall have the right at reasonable times and with twenty-four (24) hours advance notice to inspect the books, papers and records of Tenant relating to the Premises or the Project and to make copies thereof. If, upon any such inspection, it is found that an error has occurred with respect to the amount of Percentage Rent paid or payable, then the parties hereto shall adjust any difference that may so arise by an appropriate payment. The inspection on behalf of Landlord may be made by an officer, employee or other designee of Landlord.

### 3.06 Relationship Of Parties.

It is hereby mutually agreed that Landlord shall not, as a result of the rights granted herein to receive Percentage Rent, be considered as a co-owner, co-partner or co-venturer with the Tenant in the Premises or the Project.

### 3.07 Payments; Interest.

Payments of Rent (including adjustments pursuant to Section 3.02) shall be timely made by Tenant, without notice or demand and without deduction, discount or abatement, in lawful money of the United States, at the office of Landlord specified in Article 21, or otherwise, as Landlord may, from time to time designate in writing. Each and every installment of Rent accruing under the provisions of this Lease which shall not be paid when due shall bear interest at the rate per annum which is the lower of (a) the highest rate permitted by law or (b) the Default Rate, from the date when the same is due until the same shall be paid. All other sums becoming due or payable to Landlord under this Lease, including, without limitation, all monies expended by Landlord pursuant to this Lease or on account of any default by Tenant in the performance or observance of any of the covenants and agreements contained in this Lease shall likewise bear interest from the respective dates when the same shall be advanced or paid by Landlord, or otherwise due to Landlord, at the rate per annum which is the lower of (a) the highest rate permitted by law or (b) the Default Rate, until the same shall be paid by Tenant to Landlord. All sums so advanced or paid by Landlord shall become so much additional rental under the terms of this Lease, due and payable on the date of such advance or payment.

### 3.08 Rent Absolute.

Tenant covenants and agrees that the Rent specified in this Article 3 (as adjusted pursuant to Section 3.02) shall be absolutely net to Landlord, to the end that this Lease shall yield net to Landlord the entire Rent, and so that all costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations relating to the Premises which

may arise or become due during the Term (other than Landlord's legal fees not otherwise covered by this Lease) shall be paid or discharged or caused to be discharged by Tenant as so much additional rental, and Tenant covenants and agrees that Landlord shall be indemnified and saved harmless by Tenant from and against all such costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations.

*Article 4.*

*Taxes And Assessments.*

**4.01 Payment Of Impositions.**

Tenant shall pay, as additional rent for the Premises, all taxes, assessments and levies, general and special including special assessments, ordinary and extraordinary, foreseen or unforeseen of every name, nature and kind whatsoever, including water rates or rents, sewer rates or rents, excises, licenses and permit fees (the foregoing are collectively referred to as "Impositions") which Impositions are attributable to Tenant or made necessary by the Project or which at any time during the term of this Lease are taxed, charged, assessed, levied or imposed upon the fee or upon the leasehold estate hereby created or upon the reversionary estate in the Premises or upon any other property, equipment or facility used in the operation or maintenance of the Premises and any improvements located thereon. Tenant shall pay all Impositions before they shall respectively become delinquent. Tenant shall obtain and deliver to Landlord original or duplicate tax receipts for the payment of all Impositions required to be paid by Tenant, and all such Impositions shall be paid in the name of Landlord or Tenant as reflected on any statement or bill therefore.

**4.02 Excluded Taxes.**

Nothing herein contained shall be construed to require Tenant, to pay any franchise, inheritance, estate, succession or similar tax (by whatever taxing authority assessed or levied) on Landlord or any income or excess profits tax assessed, levied or imposed by any taxing authority upon or in respect to the income of Landlord. In the event the method or scheme of taxation prevailing at the date of this Lease shall at any time hereafter during the Term be changed so that tax on rentals or any part thereof received by Landlord is a substitute in whole or in part for any of said Impositions, then all of such taxes so substituted shall be, to the extent permitted by law, deemed to be substituted Impositions which Tenant agrees to pay as so much additional rent when the same become due and payable. If the amount or rate of any such substitute tax is levied against the income of Landlord and would be increased by reason of any other income received or property owned by Landlord, then Tenant shall be obligated to pay only such substituted Impositions as Landlord would be obligated to pay in case it derived no income from any source other than the Premises, and owned no property other than the Premises.

#### 4.03 Contested Impositions.

All other provisions of this Lease to the contrary notwithstanding, Tenant shall not be required to pay, discharge or remove any Impositions upon or against the Premises so long as Tenant shall in good faith and with due diligence contest the amount or validity of the Imposition by appropriate legal proceedings which shall have the effect of preventing the collection of the Imposition so contested and the sale or forfeiture of the Premises or any improvements thereon or any interest therein to satisfy such Imposition. In addition, during any such contest, Tenant shall deposit with Landlord a surety bond, cash or securities, approved by Landlord in an amount sufficient to pay the amount of the contested Imposition, together with such interest, penalties and other charges as are reasonably estimated by Landlord. The surety bond, cash or securities so deposited shall be held by Landlord until the Premises and any improvements thereon shall have been released and discharged from any such Imposition, and shall thereupon be returned to Tenant, less the amount of any loss, cost, damage and reasonable expense that Landlord may sustain in connection with the contested Imposition. If Tenant shall fail to prosecute such contest with due diligence, or fail to maintain adequate security as above provided, or if Tenant is otherwise in default under any of the provisions of this Lease (including without limitation any default by Tenant from its failure to save and protect the Premises from any sale or forfeiture) Landlord may call the surety bond or use cash or securities so deposited to pay the contested Imposition or cure any such default of Tenant.

#### 4.04 Installment Payments.

If under applicable law any Impositions may at the option of the taxpayer be paid in installments, Tenant may elect to pay such Imposition in installments as the same from time to time become due under applicable law, together with such interest as may accrue thereon as the result of such installment payment. Nevertheless, if any such installments become due and are payable after the expiration of the Term, Tenant at Tenant's option shall either pay all such installments and accrued interest becoming due after the expiration of this Lease not later than the date for the payment of the last installment of the Base Rent, or shall then deposit with Landlord such cash or securities satisfactory to Landlord sufficient to pay such installments (and interest then or thereafter accruing thereon) as and when the same become due.

#### 4.05 Prorations At Expiration Of Term.

Any Impositions (other than Impositions payable in installments as referred to in Section 4.04 or which are assessed against the Tenant's leasehold estate) relating to a fiscal or taxing period of the public authority imposing the Imposition which falls partly within the Term and partly after the expiration of the Term, shall be considered as accruing from day to day during such fiscal or taxing period so that the amount thereof shall be adjusted

and prorated between Landlord and Tenant as of the expiration of the Term. Tenant shall pay into an escrow at Chicago Title and Trust Company, 111 West Washington Street, Chicago, Illinois or such other escrowee as Landlord and Tenant may jointly select, an amount sufficient to pay that portion of such Imposition which accrued during the Term. The terms of said escrow shall be subject to review and approval by Landlord. Landlord shall be obligated for and shall pay that portion of such Imposition which relates to the period after the expiration of the Term. For the purposes of this Section 4.05, if any Imposition subject to adjustment and proration as herein provided has not yet become due and payable or the rate or amount thereof has not become fixed at the expiration of the Term, then the estimated amount of the Imposition for the purposes of calculating the aforementioned escrow deposit shall be based upon 120% of the amount or rate of the same relevant Imposition for the immediately preceding fiscal or taxing period of the public authority.

#### 4.06 Recovery Of Taxes Paid Under Protest.

It is further agreed that should Tenant desire to institute suit to recover any Imposition paid by Tenant under protest in Landlord's or Tenant's name, Tenant shall have the right at its own expense, to institute and prosecute such suit or suits, in the name of Landlord or Tenant provided that Landlord shall be provided with advance notice of any such proposed suit or suits. In such event, Tenant covenants and agrees to indemnify and defend Landlord and to save Landlord harmless from and against any cost, charge or liability in connection with any such suit. All funds recovered as a result of any such suit shall belong to Tenant provided Tenant shall not then be in default hereunder. If Tenant shall be in default, then such funds recovered (net of the reasonable expenses of recovery including reasonable attorney's fees) as a result of any such suit shall be paid to Landlord to the extent necessary to pay or reduce any indebtedness or obligations of Tenant to Landlord.

#### 4.07 Evidence Of Payment.

The certificate or bill or notice of the appropriate public officer or public authority of the levying of any Imposition or of the payment or nonpayment thereof may be relied upon by Landlord as sufficient evidence that such Imposition has been made and is due or unpaid at the time of the issuance of such certificate, bill or notice. Tenant shall furnish Landlord, within 30 days after the date when any Imposition would become delinquent, receipts of the appropriate taxing or other authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of the Impositions.

#### 4.08 Separate Assessment.

Upon the execution of this Lease, Tenant shall promptly file a petition to have the Premises separately assessed as a taxable leasehold estate. Until the Premises are separately assessed, if any bills for Impositions cover the Premises (including



improvements thereon) and other property, such bills shall be equitably apportioned by Landlord, and Tenant shall pay its proportionate share of such bills in the manner and at the times set forth in this Article 4 as if such bill related solely to the Premises and improvements thereon. Such equitable apportionment shall take into account the area of the Premises as a fraction of the total area of the property subject to the bill and (if any parts of the subject land are improved) the relative value of the improvements on the Premises to the improvements on the remainder of the subject property, as reasonably determined by Landlord and disclosed to Tenant.

*Article 5.*

*Utilities.*

Tenant shall at its sole cost and expense obtain separately metered utilities for all service it requires. Tenant shall promptly pay for all utility service directly to the appropriate utility company. Landlord has no responsibility to furnish Tenant with any utilities and makes no representations or warranties as to the availability of utilities and does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies, or any other causes. Any such interruption of utility service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

*Article 6.*

*Construction Of Improvements.*

6.01 Design And Construction Of Improvements.

Tenant, at its sole cost and expense, shall cause to be constructed on the Premises a phased development (the "Project") as more particularly described in Exhibit C attached hereto and made a part hereof in accordance with the terms and conditions hereinafter set forth. The Project shall be constructed in four (4) phases.

A. Construction Commencement Dates. The Construction Commencement Dates for each Phase shall occur on the earlier of the actual beginning of construction thereof or as set forth hereinafter.

(1) No later than six (6) months after the Commencement Date (the "Infrastructure Construction Commencement Date"), Tenant shall commence construction of the Infrastructure Improvements necessary to serve the entire Premises in accordance with Plans to be submitted and approved by Landlord as hereinafter provided.

(2) No later than two and one-half (2-1/2) years after the Infrastructure Construction Commencement Date (the "Phase 1 Construction Commencement Date"), Tenant shall commence the construction of Phase 1 in accordance with Plans to be submitted to and approved by Landlord as hereinafter provided.

(3) No later than two (2) years after the Phase 1 Construction Commencement Date (the "Phase 2 Construction Commencement Date"), Tenant shall commence construction of Phase 2 in accordance with Plans to be submitted to and approved by Landlord as hereinafter provided.

(4) No later than two (2) years after the Phase 2 Construction Commencement Date (the "Phase 3 Construction Commencement Date"), Tenant shall commence construction of Phase 3 in accordance with plans and specifications to be submitted to and approved by Landlord as hereinafter provided.

(5) No later than two (2) years after the Phase 3 Construction Commencement Date (the "Phase 4 Construction Commencement Date"), Tenant shall commence construction of Phase 4 in accordance with plans and specifications to be submitted to and approved by Landlord as hereinafter provided.

#### B. Landlord's Approval Of Plans.

(1) No later than one hundred twenty (120) days prior to the date set for commencement of construction of any Phase of the Project and no later than sixty (60) days prior to the date set for commencement of construction of the Infrastructure Improvements, Tenant shall submit to Landlord three complete sets of schematic plans showing, among other things, the location of all Infrastructure Improvements or as the case may be, all improvements comprising the Phase, including without limitation, parking facilities and areas, delivery and loading facilities, means of ingress and egress, curb cuts, traffic flow, proposed signage and specifications therefor, parking ratio, area for shielded trash containers, set back lines, building height and area, schematic architectural and engineering plans, grading and drainage plans, proposed utility connections, conceptual landscaping drawings and floor plans, which plans, drawings and specifications shall show, among other things elevations, rooftop screenings, aesthetic treatment of exterior surfaces, including exterior architectural design and decor, and other like pertinent data and outline specifications for that Phase of the Project, together with a detailed traffic impact study performed by a recognized traffic consultant reflecting existing peak period traffic volumes and anticipated peak period vehicular traffic volumes generated by each Phase, all of which are hereinafter called "Plans". Landlord shall have the right to review the Plans solely for the purpose of determining (a) conformance generally

with the type of development and use described in Tenant's Proposal, (b) compliance with applicable laws, ordinances and regulations, and (c) compatibility with airport operations at the Airport. Within thirty (30) days after the submission of the Plans, Landlord shall notify Tenant whether the Plans are approved or disapproved. Any disapproval of any part or portion of the Plans shall specifically set forth the reason or reasons for such disapproval. If Landlord shall disapprove of any part or portion of the Plans, Tenant shall revise its Plans to incorporate such changes as may be necessary to secure Landlord's approval and shall deliver three completed sets of revised Plans to Landlord. Landlord's approval of submitted Plans shall be evidenced by the initialling of one copy thereof by the Commissioners of the Departments of Aviation and Public Works and the return of same to Tenant, together with a letter approving such Plans signed by the Commissioners of the Departments of Aviation and Public Works. If Landlord fails to notify Tenant within the thirty (30) day review period provided for herein, whether the Plans are approved or disapproved, then the Construction Commencement Date applicable to the Infrastructure Improvements or, as the case may be, the applicable Phase, shall, to the extent necessary to avoid a default by Tenant under Section 14.01(c), be extended for a period corresponding with the number of days elapsed after said thirty (30) day review period until Landlord notifies Tenant whether the Plans are approved or disapproved. If Landlord gives Tenant timely notice that it has disapproved the Plans and Tenant proceeds diligently and in good faith thereafter to address Landlord's concerns as set forth in Landlord's notice disapproving said Plans, then the Construction Commencement Date applicable to the Infrastructure Improvements or, as the case may be, the applicable Phase, shall, to the extent necessary to avoid a default by Tenant under Section 14.01(c), be extended for a reasonable period commensurate with the circumstances.

(2) To the extent that any subsequent material changes are made by Tenant in any approved Plans, such changes shall be subject to the provisions of this Article 6, and Tenant shall secure the approval of Landlord to the changed Plans in the same manner herein provided for the Plans originally approved. Material changes shall include structural changes and changes in reflective or potentially reflective materials.

(3) No signs of any type or nature shall be permitted on the Premises unless signs have been first approved by Landlord either separately or as part of approved Plans.

(4) All construction, reconstruction or alteration of the Project or any other improvements located on the Premises (except interior tenant finishes) shall be pursuant to Plans approved by Landlord as provided in this Section 6.01.

C. Governmental Approval. Tenant will procure the approval of the final Plans by any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the Premises, including without limitation, the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Landlord will cooperate with Tenant in procuring such approval, provided that Landlord shall have given its prior approval to such final plans.

D. No Liability for Plans. The approval by Landlord of the Plans or any other action taken by Landlord with respect thereto under the provisions of this Lease shall not constitute an opinion or representation by Landlord as to the sufficiency of said Plans nor impose any present or future liability or responsibility upon Landlord.

E. Construction Contracts. Prior to the execution of any contracts for construction or architectural services, Tenant shall furnish to Landlord the names of such parties and the proposed form of contract. Landlord shall have the right to approve any proposed architect, and general contractor, or any proposed contract therefor, which approval shall not be unreasonably withheld or denied. In addition, all such contracts shall contain affirmative covenants of the contractor regarding compliance with the Tenant's Affirmative Action Policy and Plan. Prior to the commencement of any construction on the Premises, Tenant shall demonstrate to the reasonable satisfaction of Landlord that it has sufficient funds to complete the construction of any improvements to be constructed and that said funds will be disbursed either by or through a Leasehold Mortgagee or institutional escrowee in a manner so as to provide reasonable assurances against the foreclosure of any mechanic or materialman's lien against the Premises or Tenant's Leasehold estate. At least 30 days prior to commencement of construction of the Project Tenant shall deliver to Landlord copies of Tenant's contract with the design architect for the Project who will supervise construction thereof and Tenant's contract with the general contractor engaged to construct the Project or any Phase thereof. Tenant shall simultaneously deliver to Landlord collateral assignments (subject to the interest of Leasehold Mortgagee) of said contracts, together with instruments executed by the architect and by the general contractor under which both consent to the aforesaid assignment and agree to continue to supply the same services to Landlord or Landlord's designee provided by their respective contracts with Tenant, in the event that (a) Tenant defaults hereunder, and (b) Landlord gives the architect or the general contractor or both, written notice within sixty (60) days after the occurrence of such default, and (c) at the time of Landlord's notice of such uncured default, Landlord or Landlord's designee demands continuance of such services on the same terms contained in the respective contracts and expressly agrees to assume and be bound by such respective contracts.

F. Prior Submissions. Tenant shall also deliver to and for the benefit of Landlord, prior to commencement of construction of the Project or any Phase thereof and its related improvements:

- (a) Tenant shall use best efforts to effect assignments of all financing commitments made to Tenant with respect to the construction of the Project or any Phase, together with the written consents to such assignments executed by the respective lending institutions, which may be conditioned upon the assumption by Landlord of Tenant's obligations thereunder in the event of a default by Tenant;
- (b) guarantees of completion from the general contractor for each Phase of the Project running in favor of Landlord and in such form and content and by such persons, firms, or corporations as shall be acceptable to Landlord;

- (c) such other security as may be required of the contractor or subcontractor by the Leasehold Mortgagee, including without limitation, dual obligee performance and payment bonds.

G. Construction Loan and Escrow. Prior to the date set for commencement of construction of each Phase of the Project, Tenant shall deliver to Landlord (i) a detailed budget for such Phase itemizing all estimated Costs of Construction, including without limitation, the cost of materials, labor, equipment, loan costs, carry costs during construction, and any lease up costs indicating all sources (including loans and equity) of funds to pay the aforesaid construction costs; (ii) a copy of a fully executed construction contract with a construction company acceptable to Landlord to perform all work necessary to complete the Project or any Phase thereof in accordance with the Plans and (iii) a loan agreement duly executed by one or more financially responsible banks or other lending institutions acceptable to Landlord, providing for the financing of the cost of constructing the Phase in accordance with the Plans. The loan agreement and any related leasehold mortgage or other security device shall comply with the applicable provisions of Article 13. Tenant shall deliver to Landlord, to the extent the same may be obtained from Leasehold Mortgagee, satisfactory evidence from time to time that such loan agreement is in full force and effect.

H. Substantial Completion -- Cures. Tenant shall Substantially Complete each Phase of the Project within twenty-four months after the commencement of construction thereof. Substantial Completion, with respect to each Phase, shall mean the completion, in accordance with the Plans and applicable laws, of the shell and core of all buildings and the installation of all plumbing, heating, air conditioning, ventilation and similar building systems, other than minor punch list items. Tenant shall Substantially Complete the Infrastructure Improvements within six (6) months after commencement thereof. Substantial Completion, with respect to the Infrastructure Improvements, shall mean the complete installation of all Infrastructure Improvements. If Tenant shall fail diligently to prosecute any work required for such Substantial Completion or shall fail to comply with any notice of a governmental body having jurisdiction thereof (including City of Chicago), Landlord, at its election, may serve upon Tenant a notice of default, and if this Lease or Tenant's right to possession be terminated pursuant to Article 15, Landlord may elect to take over the work of construction. If the Tenant's failure to timely complete any Phase of the Project is due to "force majeure" circumstances beyond the reasonable control of Tenant, the time within which Tenant may cure shall be extended for such period as may be reasonably necessary, provided Tenant has commenced said cure and proceeds continuously, in good faith and with due diligence to complete same. In the event Landlord takes over the work, Landlord shall be entitled to exercise all rights under the guarantee of completion and other security hereinbefore mentioned, and sureties thereunder shall remain liable to Landlord upon such guarantee and other security, and the proceeds thereof shall become the property of Landlord.

I. Remedies Cumulative. Nothing in this Article contained and no action or failure to act by Landlord with respect to any of the security furnished under this Article shall be deemed to prejudice in any way any other remedies available to Landlord under any other provision of this Lease, all such remedies being in addition to the rights which

Landlord is given under this Article, which rights may be enforced independently of or in conjunction with any other remedies given to Landlord hereunder.

J. **Completion Requirements.** Tenant will erect the Project and each Phase thereof in a proper and workmanlike manner in accordance with the approved Plans and with all provisions of law and any and all permits and authority required by any ordinance, law or public regulations or by any authority at any time having jurisdiction over the Premises and in accordance with the requirements of any public or quasi-public body having similar jurisdiction. The Project and each Phase thereof will, when completed, comply with all applicable laws and regulations, federal, state and municipal.

K. **Construction Insurance.** During the course of construction of the Project and each Phase thereof, Tenant, at its sole expense, will carry or cause to be carried builder's risk insurance, comprehensive liability insurance, adequate Worker's Compensation Insurance and such other insurance as may reasonably be required to be carried by Landlord during construction of the Project. Such insurance shall be in form, with companies and in amounts reasonably required by Landlord and shall be in addition to, but not a duplication of the insurance coverage required to be carried pursuant to the provisions of Article 11.

L. **Inspection, Deficiencies.** During the course of the construction and completion of the Project and its related improvements, Landlord, and its architects, engineers, agents and employees may enter upon and inspect the Premises for the purpose of seeing that the work is proceeding in accordance with the requirements of this Lease. To the extent required by Tenant's insurance providers, Landlord will, absent an emergency, notify Tenant (including telephonic notices) of its intention to inspect the Premises and shall limit the number of persons performing any inspection to the number reasonably necessary to accomplish the objectives of such inspection. Tenant shall keep at the Premises all Plans, shop drawings and specifications relating to such construction, which Landlord may examine at all reasonable times and, if required by Landlord, Tenant shall also furnish Landlord with copies thereof.

M. **Warning Lights.** Tenant shall install, maintain and operate such obstruction or warning lights on structures located on the Premises as may from time to time be required to conform to Federal Aviation Administration standards or to conform to standards prescribed by City and any other governmental agency having jurisdiction over the Premises.

#### *Article 7.*

#### *Use, Maintenance, Repairs And Alterations; Casualties.*

#### **7.01 Sole Responsibility Of Tenant.**

Tenant has leased the Premises after a full and complete examination thereof, as well as the title thereto and knowledge of its present uses and the uses permitted and not permitted under the provisions of this Lease. Tenant accepts the Premises in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to the title thereto, the nature, condition or useability or uses to which the Premises or any part thereof may be put. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises throughout the Term hereof. Tenant hereby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance and management of the Premises, including but not limited to, the performance of all burdens running with the Premises.

#### 7.02 Use And Occupancy.

Tenant shall use and occupy the Premises as and for the construction of the Project and the operation of the Project as a service/technical center and office complex, and for no other purposes, unless otherwise consented to by Landlord and permitted by applicable law and shall so continuously use the Premises throughout the remainder of the Term.

#### 7.03 Compliance With Law.

Tenant shall not use or occupy or permit the Premises to be used or occupied, or do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way violate any certificate of occupancy affecting the Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance thereon required to be furnished by Tenant under this Lease, or which will cause or be apt to cause structural injury to the Project or any part thereof, or which will constitute a public or private nuisance, or which will disrupt the normal operations of the Airport and shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which may violate any present or future, ordinary or extraordinary, foreseen or unforeseen laws, regulations, ordinances or requirements of the federal, state or municipal governments, or of any other governmental, public or quasi-public authorities now existing or hereafter created, having jurisdiction in the Premises; provided, however, that Tenant may, in good faith (and whenever necessary, in the name of, but without expense to, Landlord) and after having secured Landlord to its reasonable satisfaction by cash or by a surety company bond in an amount, in a company and in form and substance reasonably satisfactory to Landlord, against loss or damage if Landlord shall be exposed to any as the result thereof, contest the validity of any such laws, regulations, ordinances or requirements and, pending the determination of such contest, may postpone compliance therewith, except that Tenant shall not so postpone compliance therewith as to subject Landlord to the risk of any fine or penalty or to prosecution for a crime, or to cause the Premises or any part thereof to be condemned or to be foreclosed upon. Tenant will indemnify and defend Landlord and save Landlord harmless against any recovery or loss to which Landlord may be subject or which Landlord may sustain,

including reasonable attorney's fees and expenses incurred by Landlord, arising from any breach of this covenant or by reason of any action or proceedings which may be brought against Landlord or against the Premises, or any part thereof, by virtue of any such laws, regulations, ordinances or requirements or by virtue of any present or future law of the United States of America, or of the State of Illinois or other municipal, public or quasi-public authority now existing or hereafter created, having jurisdiction in the Premises.

#### 7.04 Maintenance, Repairs, Indemnity.

Tenant shall take good care of the Premises, make all repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises and the sidewalks, driveways and curbs in good order, repair and condition. Tenant shall also keep the sidewalks and gutters in front of the Premises free and clear from rubbish, and, to the extent practicable, ice and snow and shall not obstruct the same or allow the same to be obstructed in any manner. Tenant shall indemnify and defend Landlord and save Landlord harmless from any and all claims or demands, upon or arising out of any accident, injury or damage to any person or property which shall or may happen in or upon the Premises or any part thereof, or upon the sidewalks about the Premises, however caused, except for Landlord's negligence.

#### 7.05 Covenant Against Waste.

Tenant will not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

#### 7.06 Repairs Necessitated By Casualty.

Subject to the requirements of the Leasehold Mortgage and rights of Leasehold Mortgagee thereunder, in the event any building or other improvement from time to time upon the Premises shall be damaged or partially destroyed (regardless of the cause therefor) Tenant covenants and agrees that Tenant, at its own expense, shall repair, restore or rebuild any such building or other improvement so damaged, injured or partially destroyed, or erect, finish and complete a like new building and improvements on the Premises. In the event any building comprising a Phase of the Project from time to time upon the Premises is destroyed (regardless of the cause thereof), Tenant shall, within thirty (30) days after the date of such destruction, elect by written notice to Landlord to either reconstruct the Phase so destroyed or terminate this Lease with respect to the particular Phase in question (so long as and only so long as the portion of the Premises in question is susceptible to being developed independently of the Project) and assign all insurance proceeds to Landlord by an assignment in form and substance acceptable to Landlord. Failure by Tenant to timely notify Landlord of its election hereunder shall be deemed to mean that Tenant has elected to restore the building at its expense. Notwithstanding anything to the contrary herein, if the portion of the Premises attributable to the Phase so



destroyed is not susceptible to being developed independently of the Project with a building of equivalent value and utility, then Tenant shall reconstruct the buildings comprising such Phase. In the event a new building or improvements are to be erected, the provisions of Article 6, with the exception of Section 6.01(A), shall apply and be complied with by Tenant. The Tenant's obligation to reconstruct shall be to reconstruct the buildings and improvements substantially in the form thereof immediately prior to such damage, injury or destruction, or in such other form as may be approved by Landlord, and for the same uses as existed prior to such damage, injury or destruction. Without limiting any of the other terms hereof, it is expressly understood and agreed that, except and to the extent provided herein, no loss or partial destruction of or damage to the Premises or the buildings or other improvements from whatsoever cause, shall operate to terminate this Lease or to relieve or discharge Tenant from its liability to pay the full Rent and additional charges payable under this Lease, or to relieve Tenant from any of its other obligations under this Lease. Except and to the extent provided herein, Tenant waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Lease or possession of the Premises or any part thereof, or to obtain any suspension, diminution, abandonment or reduction of Rent, on account of any such loss, damage or destruction to the buildings or any other property at the Premises.

#### 7.07 Excavation.

Without limiting any of the other terms of this Lease, if any excavation shall be made or contemplated to be made either on the Premises or upon any property, streets, or alleys adjoining or adjacent to the Premises, and whether such excavation shall be by or upon the order or for the account of Tenant or by or on the order of or for the account of any other person, firm or corporation (including any public, governmental or municipal corporation, commission, body or authority), it shall be the obligation of Tenant to do and perform or cause to be done or performed at Tenant's own expense (and it shall not be the obligation or responsibility of Landlord to do or cause to be done) all such work as may be necessary to preserve the buildings and any walls or structures from injury and damage and to support the same by proper foundation, shoring or footings. In the event of any excavation or construction on the Premises, it shall be the duty and obligation of Tenant at its own expense to do such shoring or protecting of adjoining or adjacent lands, buildings or structures as may under applicable law be required as the result of or in connection with any excavation or construction upon the Premises, and Tenant agrees to indemnify, defend and hold Landlord harmless from any and all liability to whomsoever, and from all costs and expenses on account of or resulting from such excavation or construction.

#### 7.08 Inspections Of Repairs.

Landlord or Landlord's representatives, agents, or employees shall have the right without interference from Tenant or Tenant's representatives, agents or employees, at all times upon reasonable notice appropriate under the circumstances (including telephone notice) to examine and inspect any and all work, alteration, repair, maintenance, restoration, improvement, rebuilding, razing, demolition, or construction at the Premises

in order that Landlord may assure itself that the provisions of this Lease in respect to such work are being fully complied with.

#### 7.09 Alterations.

Tenant shall have the right from time to time after the completion of the Project in accordance with the provisions of Article 6, and at Tenant's sole cost and expense, to make non-structural alterations and changes ("Alterations") in or to the Project, provided Tenant shall not then be in default in the performance of any of Tenant's covenants or agreements in this Lease. Tenant shall have the right from time to time after completion of the Project in accordance with Article 6, and at Tenant's sole cost and expense, to make structural alterations and changes or additions ("Substantial Alterations") in and to the Project only with the written consent of Landlord, which consent shall not be unreasonably withheld or denied. All Alterations and Substantial Alterations shall be subject, however, in all cases to the following:

A. Notice. No Substantial Alterations shall be commenced except with Landlord's approval (which shall not be unreasonably withheld or delayed) thereof after twenty (20) days' prior written notice from Tenant.

B. Change in Use or Value. No Alteration or Substantial Alteration of any kind, shall be made which would tend (i) to change the general design, use, character or structure of the Project or any part thereof, (ii) to materially decrease the size of the Project or any part thereof, (iii) to reduce or impair, to any material extent, the value, rentability or usefulness of the Premises, or (iv) to give to any owner, lessee or occupant of any other property or to any other person or corporation any easement, right-of-way or any other right over the Premises.

C. Permits. No Alteration or Substantial Alteration shall have been undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits, approvals and authorizations of all governmental or other agencies, having jurisdiction over the Premises. Landlord shall join, but without expense to Landlord, in the application for such permits or authorization whenever such action is necessary.

D. Supervision. Any Substantial Alteration shall be conducted under the supervision of an architect or engineer selected by Tenant and approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed, and no such Substantial Alteration shall be made, except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and approved in writing by Landlord in the same manner as provided in Section 6.01(B).

E. Progress and Compliance. Any Alteration or Substantial Alteration shall be made with reasonable dispatch and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and buildings and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal,

state and municipal governments, departments, commissions, boards and officers, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body or bodies hereafter exercising similar functions.

F. Insurance. During the performance of any Alteration or Structural Alteration to the Premises, Tenant shall buy and maintain worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises. In addition, to the extent that the insurance under Section 6.01(L) and Article 11 does not adequately protect Landlord with respect to potential liability arising due to said Alterations or Substantial Alterations, Tenant shall maintain at its sole cost and expense general liability insurance for the mutual benefit of Landlord and Tenant in amounts reasonably acceptable to Landlord for all potential personal injury or death claims, and property damage claims. All such insurance policies shall meet the requirements mentioned in Section 6.01(L) and Article 11. All policies of liability insurance and certificates of worker's compensation insurance therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered to Landlord prior to the commencement of any Alterations or Substantial Alterations.

G. Security. Tenant shall demonstrate to Landlord's satisfaction financial capacity to pay the entire cost of any Substantial Alteration or, in lieu thereof, furnish to Landlord a surety bond in form reasonably satisfactory to Landlord, issued by a company reasonably satisfactory to Landlord, or cash or other securities reasonably satisfactory to Landlord, in an amount at least equal to 120% of the estimate of cost of such Substantial Alterations, guaranteeing the completion and payment of the cost thereof free and clear of all liens, conditional bills of sale and chattel mortgages.

#### 7.10 No Rent Adjustment.

In no event shall Tenant be entitled to any abatement, allowance, reduction or suspension of the Base Rent, additional rent charges due under Article 3 and other charges herein reserved or required to be charged, by reason of any maintenance, repair, rebuilding, Alterations or Substantial Alterations nor shall Tenant be released of or from any other obligations imposed upon Tenant under this Lease.

#### 7.11 Right To Use Roadways.

Landlord for itself, its successors, contractors, employees, agents and assigns shall have the right to use all internal roadways constructed on the Premises to serve the Project for vehicular and pedestrian access to the Premises or the Airport or any parts thereof. Tenant shall execute such other documents or assurances as may be necessary to effect the intent of this Section 7.11. Landlord, in the exercise of its reasonable judgment, will consider on a

case by case basis Tenant's request to use off-site Airport roadways for purposes consistent with the uses of the Premises permitted by this Lease.

*Article 8.*

*Paramount Title Of Landlord.*

8.01 No Implied Permission.

Except as otherwise expressly provided herein, nothing in this Lease contained shall authorize Tenant to do or permit or suffer any act which shall in any way encumber the title of Landlord in and to the Premises. The title, interest or estate of Landlord in the Premises shall not be in any way subject to any claim by way of lien or encumbrance, whether arising by operation of law or by virtue of an express or implied contract by Tenant. Any claim to a lien or encumbrance upon the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate and shall in all respects be subject and subordinate to the paramount title and right of Landlord in and to the Premises. The whole world, and particularly every person furnishing, manufacturing or preparing any material, fixtures, apparatus or machinery for, or on account of, the Premises or the Project or any other improvements now or hereafter erected, or the appurtenances or furnishings therein, or performing any labor or services in, upon or about the Premises, or the improvements or appurtenances, or dealing in any way with Tenant or anyone claiming by, through or under Tenant shall take and be held charged with notice of this condition, and shall have and acquire no lien upon Landlord's interest through the furnishings of such material, fixtures, apparatus, machinery, labor or services.

8.02 Prohibited Uses -- Rules And Regulations.

In amplification and not in limitation of the foregoing provisions of Section 9.01, Tenant shall not permit any portion of the Premises to be used by any person or persons or by the public, as such, at any time or times during the Term in such manner as might reasonably tend to impair Landlord's title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to or with respect to the Premises or any part thereof or estate therein. The Department of Aviation of the City of Chicago may from time to time, but without affecting in any manner its rights or remedies should Tenant elect or fail or refuse to do, impose upon Tenant such reasonable rules or regulations not inconsistent with the provisions of this Lease as to the use or possession by any such persons or by the public as may reasonably be consistent with the protection of the Airport against any such possible claim. Tenant shall fully and promptly perform and enforce all of such rules and regulations at Tenant's own cost and expense.

*Article 9.*

*Covenant Of Quiet Enjoyment.*

Landlord hereby warrants that if Tenant shall pay the Rent and all other charges due under this Lease and perform each and every of the covenants, undertakings and agreements of this Lease to be performed by Tenant, then Tenant shall during the Term freely, peaceably and quietly have and enjoy the Premises without molestation, hindrance, eviction or disturbance by Landlord or by any other person or persons acting under or through Landlord, but subject always to the Permitted Exceptions and to the terms, covenants and conditions of this Lease.

*Article 10.*

*Insurance And Use Of Proceeds.*

10.01 Coverage Required.

During the entire Term, Tenant, at its own cost and expense, shall maintain the following insurance, in each case with an insurance carrier approved by Landlord in writing. The requirements for insurance provided herein shall apply to the extent not inconsistent with the insurance requirements of Leasehold Mortgage.

A. **Liability Insurance.** Comprehensive public liability insurance providing coverage in amounts reasonably satisfactory to Landlord insuring against all loss or damage arising from injury or death to persons, or injury to property, by reason of the operation of the Premises or the Project or any parts thereof or arising from any accident or casualty whatsoever in or about the Premises or the Project or upon, in or about the streets, alleys, sidewalks and passageways adjoining the Premises.

B. **Fire and Extended Coverage Insurance.** Insurance on the Project and other improvements (whether completed or in process of construction but exclusive of excavations, foundations and footings) against loss by fire and other risks now or hereafter usually covered by the term "extended coverage" for the eighty percent (80%) of the full "replacement value" of the Project or such greater amount as may be necessary to avoid the applicability of any coinsurance provisions.

C. **Worker's Compensation Insurance.** In the event Tenant employs any person or persons upon the Premises, workmen's compensation insurance covering all persons with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises or the Project as the result of any loss or damage resulting from any accident or casualty within the purview of the Illinois Workmen's Compensation

Law as now or hereafter amended or under any future similar law, statute or ordinance of the State of Illinois or any governmental authority having jurisdiction in the Premises.

D. Rental Insurance. Rental insurance to cover loss, total or partial, of the use of the Project as a result of any fire or other risk now or hereafter usually covered by the term "extended coverage" in such amounts that, in case of a total or substantial loss of the use of the Project, the proceeds will be sufficient to pay the Rent and other charges due under this Lease for a period of at least twelve (12) months.

E. Boiler Insurance. Boiler and pressure vessel insurance in an amount reasonably acceptable to Landlord with respect to all boilers and pressure vessels from time to time located upon the Premises or in the Project.

F. Other Insurance. Such other insurance in such amounts and against such risks as are from time to time during the Term customarily insured against by persons owning and operating property similar to the Premises and the Project and similarly situated; and, in any event, if under applicable law, rule, regulation or ordinance of any governmental authority, state or federal, having jurisdiction in the Premises, liability may be imposed upon Landlord on account of the use or operation of the Premises or the Project or other improvements, insurance within limits reasonably satisfactory to Landlord shall be maintained by Tenant against any such liability.

#### 10.02 Form Of Insurance Policies.

Every policy of insurance maintained pursuant to Subsections (A), (B), (C), (D), (E) and (F) of Section 10.01 shall name as insured parties the Landlord, Tenant and the Leasehold Mortgagee, as their interests may appear and shall in each case be with companies licensed to do business in the State of Illinois and in form and substance reasonably satisfactory to Landlord.

#### 10.03 Losses Under \$100,000.

Subject to the requirements of the Leasehold Mortgage, policies maintained pursuant to Subsections (A), (B), (C), (E) and (F) of Section 10.01, shall provide that the proceeds of all such insurance shall be payable by the insurer or insurers in accordance with the provisions of this Lease. Such policies (other than policies maintained pursuant to Subsection (D) of Section 10.01 may provide that in the case of any one loss of \$100,000 or less, adjustment and settlement of such loss may be made by Tenant with the insurance company, and that payment of any one loss of \$100,000 or less may be made to Tenant. However, in the case of any one loss in excess of \$100,000, such policy may provide that settlement for the loss shall be made with Tenant subject to the approval of Landlord (which approval shall not be unreasonably withheld or delayed). Payment of all losses under any policy referred to in the first sentence of this Section 10.03 (other than policies maintained pursuant to Subsection (D) of Section 10.01 hereof) which is not permitted to be

made to Tenant under the preceding provisions of this Section 10.03 shall be administered, paid out and disbursed through an escrow as provided in Section 10.06. Notwithstanding the foregoing provisions of this Section 10.03, it is understood and agreed that losses under any policies maintained pursuant to Subsection (D) of Section 10.01 hereof shall be adjusted, settled and paid in the manner prescribed in Section 10.07.

#### 10.04 Cancellation/Modification.

To the fullest extent obtainable, every policy of insurance required to be maintained under the provisions of this Article shall contain provisions (i) providing that the right of Landlord or, as the case may be, Tenant to recover under such policy shall not be invalidated or in any way breached by or on account of any acts or omissions whatsoever by the other or by any occupant of the Premises or the Project, or by or on account of any breach of any representation or warranty made by the other; (ii) forbidding Tenant to cancel or modify such insurance or obtain the return of the unearned premiums therefor unless Landlord shall have been given at least 30 days advance notice thereof; and (iii) providing that if the insurers cancel or modify such insurance, such insurers will immediately notify both Landlord and Tenant in writing of such cancellation or modification, and that the cancellation or modification shall not be effective as to Landlord until the expiration of thirty (30) days after the receipt by Landlord of such notice.

#### 10.05 Evidence Of Policies; Waiver Of Subrogation.

All policies of insurance required to be maintained pursuant to this Article 10 or certificates thereof shall be deposited with Landlord at or prior to Substantial Completion of the Project or any part thereof and prior to occupancy of any part of the Project. All renewal or replacement policies (or, as may be appropriate, certificates or renewal binders therefor) shall be delivered to Landlord not less than 20 days prior to the expiration of the policy or policies to be issued or renewed as required by this Article 10. Certificates of insurance shall be sufficient evidence of the insurance required hereunder unless otherwise determined by Landlord's Risk Manager. All policies of insurance required to be maintained pursuant to the provisions of said Subsections (A), (B), (D), (E) and (F) of Section 10.01 shall contain provisions waiving or having the effect of waiving any right of subrogation of such insurance company or companies to any claim Landlord might have against Tenant on account of damage to the property covered by such policies resulting from any act or failure to act of Tenant, and similar provisions waiving or having the effect of waiving any right of subrogation of such insurance company or companies to any claim Tenant might have against Landlord on account of damage to the property covered by such policies resulting from any act or failure to act of Landlord, and provisions to the effect that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained.

#### 10.06 Tenant Holds Proceeds In Trust.

Whenever under the foregoing provisions of Section 10.03 it is provided that the loss may be adjusted by and the proceeds of a loss received by Tenant, the sum so received by Tenant shall be received in trust by Tenant for the purpose of paying, and, to the extent necessary, to be used only for the purpose of paying, or reimbursing Tenant for payments made in connection with the full and complete restoration of damage giving rise to such loss and (if Tenant shall not be in default hereunder and no Event of Default, as defined in Section 14.01, shall then exist or be uncured) any balance thereof may be retained by Tenant for its own account. All proceeds of insurance shall be disbursed from an escrow established with an escrow agent and pursuant to an escrow agreement mutually acceptable to Tenant and the Landlord.

#### 10.07 Adjustments Of Rental Insurance Claims.

A. With respect to insurance policies required under Section 10.01(D), claims shall be settled and adjusted by Tenant with the prior written approval of Landlord (which approval shall not be unreasonably withheld or denied) and the proceeds shall be applied:

- (i) First to the payment of any unpaid Rent or any other payments required to be made by Tenant under this Lease and at any time payable prior to the end of the applicable Loss Period (as hereinafter defined); and then to the payment of any Impositions payable under Article 4 at any time prior to the end of such Loss Period; and
- (ii) The balance, if any, shall be paid to Tenant.

C. For the purpose of this Section 10.07, the term "Loss Period" shall refer to the period covered by the proceeds payment concerned, or if no such period is designated, then to the period commencing with the casualty resulting in such loss and ending on the date that the Project is restored and re-occupied.

#### *Article 11.*

##### *Landlord's Right To Perform Tenant's Obligations.*

In the event Tenant shall fail to maintain any insurance required to be paid by it under the terms hereof, or upon the occurrence of an Event of Default (after any applicable grace period) Landlord may, but shall not be obligated so to do, and upon ten (10) days prior notice to Tenant by Landlord (unless the requirement of giving notice would endanger the forfeiture or loss of the Premises or the Project or would result in the Project being



uninsured, in either of which events Landlord shall use best efforts to give notice consistent with the circumstances), and without waiving or releasing Tenant from any obligation of Tenant hereunder, make any payment or perform any other act which Tenant is obligated to make or perform under this Lease in such manner and to such extent as Landlord may deem desirable; and in so doing Landlord shall also have the right to enter upon the Premises and the Project for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by Landlord, together with interest thereon at the rate per annum which is the lesser of (i) Default Rate or (ii) the highest rate permitted by law, shall be deemed additional rent hereunder and shall be payable to Landlord upon demand as additional rent.

The performance of any such work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any other occupant of the Premises or the Project or any part thereof, by reason of making repairs or the performance of any work on the Premises or the Project or on account of bringing materials, supplies and equipment into or through the Premises or the Project during the course thereof and the obligations of Tenant under this Lease shall not thereby be affected in any manner. Landlord shall however, use its best efforts not to interfere with the normal operation of the Project.

#### *Article 12.*

##### *Mortgages, Assignments And Subleases By Tenant.*

###### **12.01 Consent Required.**

Except as hereinafter in this Article 12 expressly provided, neither this Lease nor any interest of Tenant in this Lease nor the leasehold estate created hereby, shall be sold, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered, and Tenant shall not make any sublease of the Premises or any part thereof, except in compliance with the terms of this Article (or unless Landlord shall otherwise consent in writing).

###### **12.02 Leasehold Mortgages.**

Tenant may mortgage, hypothecate or pledge this Lease and the leasehold estate created hereby and the interest of Tenant in and to this Lease, together with Tenant's right, title and interest in the Project, (herein called "Leasehold Mortgage") for the sole purpose of financing the necessary costs of construction of the Project and each phase thereof, provided that such Leasehold Mortgage shall provide that such Leasehold Mortgage and the rights

of the mortgagee, its successors and assigns thereunder are and shall be subject and subordinate to all the terms, covenants and conditions of this Lease, and that such Leasehold Mortgage shall affect and encumber only, and no more, than Tenant's leasehold estate existing at the time of the execution and delivery of the Leasehold Mortgage and the right, title and interest of Tenant in and to the Project.

#### 12.03 Notices To Landlord.

(A) If Tenant shall mortgage Tenant's leasehold estate pursuant to Section 12.02 above, and if the holder of such Leasehold Mortgage shall provide Landlord with written notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Section 12.03 shall apply in respect to such Leasehold Mortgage.

(B) In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to Landlord in writing.

(C) All notices required to be given pursuant to this Section 12.03 shall be in writing and delivered to Landlord at its address set forth in Article 20 hereof (or such other address as Landlord shall request) via certified United States mail, postage prepaid, return receipt requested.

(D) Landlord shall promptly upon receipt of a communication purporting to constitute the notice provided for by subsection (A) above acknowledge by an instrument in recordable form receipt of such communication as constituting the notice provided for by subsection (A) above or, in the alternative, notify the Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of subsection (A) and specify the specific basis of such rejection.

(E) After Landlord has received the notice provided for by subsection (A) above, the Tenant, upon being requested to do so by Landlord, shall with reasonable promptness provide Landlord with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage as specified by the Landlord. Tenant shall thereafter also provide the Landlord from time to time with a copy of each amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate certification of the Office of the Recorder of Deeds of Cook County, Illinois as to their authenticity as true and correct copies of official records and all nonrecorded documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

(F) The term "Leasehold Mortgagee" as used in this Section 12.03 shall refer to a holder of a Leasehold Mortgage in respect to which the notice provided for by subsections

(A) or (B) hereof has been given and received and as to which the provisions of this Section 12.03 are applicable.

#### 12.04 Consent Of Leasehold Mortgagee Required.

No surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

#### 12.05 Default Notice.

Landlord, upon providing Tenant any notice of: (i) default under this Lease, or (ii) a termination of this Lease shall at the same time provide a copy of such notice to Leasehold Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to Leasehold Mortgagee. From and after the date that such notice has been given to Leasehold Mortgagee, Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 12.06 and 12.07 below to remedy the defaults, or with respect to non-monetary defaults, to commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the premises by the Leasehold Mortgagee for such purpose.

#### 12.06 Notice To Leasehold Mortgagee Of Election To Terminate.

Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least forty-five (45) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 12.07 below shall apply if, during such thirty (30) or forty-five (45) day termination notice period, any Leasehold Mortgagee shall:

- (1) notify Landlord of such Leasehold Mortgagee's desire to nullify such notice;  
and

- (2) pay or cause to be paid all Rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such thirty (30) or forty-five (45) day period; and
- (3) comply or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default other than the Non-Curable Defaults identified in Section 12.08.

Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Section 12.06 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in Sections 12.03(A) or 12.03(B).

#### 12.07 Procedure On Default.

(A) If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 12.06, the specified date for the termination of this Lease as fixed by Landlord in its Termination Notice shall be extended for a period of six (6) months, provided that Leasehold Mortgagee shall, during such (6) month period:

- (1) pay or cause to be paid the Rent, and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting Non-Curable Defaults; and
- (2) if not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(B) If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 12.07(A), this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 12.07(B), however, shall be construed to extend this Lease beyond the original term thereof as extended by any options to the extent properly exercised by Tenant or Leasehold Mortgagee in accordance with Article 22.

(C) If a Leasehold Mortgagee is complying with Section 12.07(A), upon the acquisition of Tenant's leasehold estate by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(D) For the purposes of this Section 12.07, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require the Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed hereunder, but the purchaser at any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate. If the Leasehold Mortgagee or its designee shall become holder of the Leasehold Estate and if the buildings and improvements on the Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the building or other improvements only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the building or other improvements to the extent required by Section 7.06 and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the building or other improvements to the extent required by Section 7.06 such failure shall constitute default under this Lease.

(E) Any Leasehold Mortgagee acquiring the leasehold estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's leasehold estate, without further consent of Landlord, but subject to the requirements of Section 24.11, sell and assign the leasehold estate on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee and thereafter be relieved of all obligations under this Lease; provided that such assignee has cured all then existing defaults other than Non-Curable Defaults and delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(F) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be a permitted sale, transfer or assignment of this Lease and of the leasehold estate hereby created. Notwithstanding anything herein to the contrary notwithstanding, no assignment or transfer of this Lease or the leasehold estate created hereby shall violate the requirements of Section 24.11 or any applicable law, ordinance, regulation or executive order.

12.08 Leasehold Mortgagee Need Not Cure Non-Curable Defaults.

Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of right hereunder to cure any default specified in subsections (G), (H), (I) and (J) of Section 14.01 ("Non-Curable Defaults") which are not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, in order to comply with the provisions of Sections 12.06 and 12.07 of this Lease.

#### 12.09 Eminent Domain.

Tenant's share, as provided by Article 15 of this Lease, of the proceeds arising from an exercise of the power of Eminent Domain shall, subject to the provisions of such Article be disposed of as provided for by any Leasehold Mortgagee.

#### 12.10 Casualty Loss.

A Standard Mortgagee Clause naming Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and the Leasehold Mortgage shall so provide; except that the Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to the Tenant (but not such proceeds, if any, payable jointly to the Landlord and the Tenant) pursuant to the provisions of this Lease.

#### 12.11 No Merger.

So long as any Leasehold Mortgage is in existence, unless Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

#### 12.12 Future Amendments.

Landlord hereby agrees that if any Leasehold Mortgagee to whom the Tenant proposes to make a Leasehold Mortgage on Tenant's leasehold estate hereby created shall require as a condition to making any loan secured by such mortgage that the Landlord agree to modifications of the within Lease, then Landlord agrees that it will enter into an agreement with Tenant in recordable form making the modifications that are requested by Leasehold Mortgagee provided that such changes are reasonable and do not act materially, adversely affect Landlord's rights or materially affect Tenant's obligations hereunder. However, under no circumstances shall Landlord be required to make any agreement,

amendment or modification that accomplishes any of the foregoing, namely: changes the Premises; alters the obligations of Tenant under Article 23 or Sections 24.12 and 24.13 hereunder; decreases the Rents or other monetary obligations or contributions required hereby; abridges or enlarges the Term; requires the expenditure of funds by the Landlord which Landlord is not now obligated to expend under the terms of this Lease, changes the nature of the Project or the uses of the Premises permitted hereby, conflicts with or causes or creates a violation of any law, ordinance, regulation or executive order or in any other manner enlarges the Landlord's obligations under this Lease. The foregoing enumeration is not intended as a limitation on the Landlord's right to refuse to consent to a modification so long as Landlord acts reasonably.

#### 12.13 No Other Liens.

Except as permitted by the provisions of Section 13.02 hereof, Tenant shall not create or permit to be created or to exist or suffer to exist or remain, any lien, encumbrance or charge (including but not limited to mechanics' or materialmen's liens or similar liens by reason of work, labor, services or materials supplied to Tenant or to anyone holding the Premises, the Project or any parts thereof by, through or under Tenant), which might be or become a lien, encumbrance or charge upon or against the Premises or the Project, or upon or against the Landlord's interest in and to the land constituting the Premises, or upon or against Tenant's leasehold interest therein; provided, however, that nothing in this section contained shall be deemed to limit or restrict Tenant's rights under the following Section 12.14 or under any similar provisions of this Lease providing for the right of Tenant to contest by appropriate proceedings and in good faith the validity or amount of any tax, charge, lien or imposition upon or claimed upon or against the Premises or the Project.

#### 12.14 Contested Liens.

Tenant shall not be deemed to be in default hereunder in the event any lien shall attach or shall exist which is prohibited by or which is contrary to or in violation of the provisions of this Lease, (a) if such lien shall arise as a matter of law, but the amount of said lien be not yet due and payable, or (b) if any such lien shall arise and Tenant shall continuously, diligently and in good faith contest the same, or the validity thereof, by appropriate legal proceedings which shall operate to prevent the foreclosure of any such lien, provided that Tenant shall give advance written notification to Landlord that it is the intent of Tenant to contest the validity or collection thereof and Tenant shall also comply with the further following provisions of this Section 12.14. In the event Tenant contests any such lien, Tenant shall give a satisfactory indemnity to Landlord or deposit with Landlord a surety bond, cash or securities reasonably satisfactory to Landlord in an amount equal to the amount of the claim or lien, plus such interest and penalties, court costs, or other charges as Landlord may reasonably estimate to be payable by Tenant at the conclusion of such litigation. In the event such surety bond, cash or securities shall be so deposited, the same shall be held until such claim or other imposition shall have been released and discharged and shall thereupon be returned to Tenant, less any amounts expended by Landlord to

procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by Landlord by virtue of the contest of such lien.

#### 12.15 Priority Of Landlord's Title To Project.

Landlord shall at any time have the right, in its sole discretion, to file appropriate proceedings at law or in equity requesting a determination that any lien, charge or other encumbrance on the Premises or the Project shall be subordinate to the interest of Landlord in the Premises or the Project.

#### 12.16 Space Leases.

Tenant may sublease portions of the Project for uses consistent with Section 7.02 hereof to lessees ("Space Tenants") under written subleases ("Space Leases"), the form and content of which shall be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. All Space Leases shall acknowledge this Lease and contain language incorporating the terms of this Lease and subordinating the Space Lease to the terms of this Lease. All Space Leases shall require Space Tenants to give notice to Landlord of any default by Tenant thereunder and provide Landlord with the option to elect to cure any such default within a period commensurate with any cure period given to Tenant, as lessor, under the Space Leases. In addition to the foregoing, all Space Leases shall prohibit Space Tenants from paying rentals thereunder more than thirty (30) days in advance, shall be expressly subordinated to this Lease, and shall require Space Tenants to attorn to and recognize Landlord as lessor under the Space Leases in the event that the Lease is terminated by Landlord. Landlord in the event that it terminates this Lease pursuant to Section 14.02, shall recognize and not disturb the possession of Space Tenants under previously approved Space Leases provided that such Space Tenants recognizes Landlord as lessor under the Space Leases and attorns to Landlord and Space Tenant is not then in default under said Space Lease.

### *Article 13.*

#### *Surrender.*

#### 13.01 Project Reverts To Landlord.

Tenant for itself and for its successors and assigns in, under and to this Lease and for its grantees, successors and assigns in, under and to the Project, and for and on behalf of all Space Tenants under Space Leases approved by Landlord expressly covenants and agrees with Landlord that upon expiration of the term of this Lease by lapse of time or upon the



earlier termination of this Lease for any reason whatsoever (except as a consequence of default hereunder by Landlord), including as a result of the occurrence of an Event of Default as more fully provided for in Article 14, the Project and all right, title and interest of Tenant therein, together with all of the right, title and interest of Tenant in and to any and all then existing Space Leases, together with all right, title and interest of Tenant in and to all personal property and materials and supplies in the Project used in the maintenance or operation of the Project, shall be and become the property solely of Landlord, and Tenant shall have no further right, title or interest therein, and this Lease shall in such event constitute and effect a conveyance, transfer and assignment of the Project (including related improvements, and any personal property, materials and supplies) and of said Space Leases, without the execution of any further instruments of conveyance, assignment or transfer by or on behalf of Tenant (it being understood that nothing contained in this Section 13.01 shall in any way modify or affect any of the provisions of Section 14.02 hereof). Notwithstanding the foregoing, Tenant covenants and agrees that it will promptly upon such termination, assign or reassign to Landlord any such Space Leases and will execute such instrument or instruments of assignment, transfer and conveyance of the Project (including related improvements, and any personal property, materials and supplies) as may be reasonably necessary to further evidence and make of record the provisions of this Section 13.01, or to confirm by way of further assurance the provisions hereof and the title of Landlord as a result of such termination to the Project and said Space Leases. Tenant covenants and agrees that at the time Landlord shall be entitled to obtain possession of the Project and related improvements and property upon termination of this Lease (whether by expiration of time or otherwise), Landlord shall acquire title to said Project and related improvements and property free and clear of all liens, charges and encumbrances other than the liens of current taxes and assessments not in default, and such liens, charges or encumbrances to which the Premises at the time be subject in accordance with the terms and provisions of this Lease.

### 13.02 Landlord's Right To Possession.

Upon the expiration of the term of this Lease by lapse of time or upon the earlier termination of this Lease for any reason whatsoever, including as the result of the occurrence of an Event of Default as more fully provided for in Article 14, and also in the event under any of the provisions of this Lease the right of Tenant to possession of the Premises and of the Project has ceased and Landlord under the terms of this Lease has such right of possession even though the Term of this Lease has not expired, Tenant shall and will surrender and deliver up the Project and its related improvements and property and the Premises into the possession and use of Landlord immediately, and Tenant hereby acknowledges and agrees that Landlord shall have the right in any such event to enter into and upon said Premises and the Project, to take possession thereof, with or without process of law, and the right to expel and remove Tenant, using such force as may reasonably be necessary, and such entry or possession shall not constitute a trespass or forcible entry or detainer.

### 13.03 Additional Rights Of Landlord.

In connection with Landlord's repossession of the Premises and the Project as referred to in this Article 13, Tenant covenants and agrees:

A. Landlord shall have a right to continue to operate the Premises and the Project in the manner in which the same had been operated by Tenant prior to the occurrence of the event which led to such repossession.

B. Landlord shall be entitled to the use of the name under which Tenant has been operating the Premises and the Project and to all personal property owned by Tenant and used in connection with such operation, whether or not herein otherwise covered, all without compensation to Tenant; provided that nothing contained in this Subsection 13.03(B) shall empower Landlord to obligate Tenant for any debts or contracts for which Tenant is not obligated or liable under other provisions of this Lease.

C. Landlord shall have a right to use all of Tenant's records and other data in connection with the prior operation of the Premises and the Project and improvements.

#### *Article 14.*

#### *Defaults And Remedies.*

##### 14.01 Events Of Default.

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

A. If Tenant shall fail to pay any installment of Base Rent or Percentage Rent required to be paid by Tenant, when the same falls due under the provisions of this Lease and such default shall continue for 10 days after notice thereof by Landlord in writing to Tenant; or

B. If Tenant shall default in the payment as provided in this Lease of any Impositions, or other sums required by the terms hereof to be paid by Tenant and such default shall continue for 20 days after notice thereof by Landlord in writing to Tenant; or

C. Failure to commence construction of the Infrastructure Improvements, Project or any portion or Phase thereof on or before the dates set forth in Section 6.01(A) for commencement of construction; or

D. Failure to substantially complete construction of the Project or any portion or Phase thereof within the time period required by Section 6.01(H) of this Lease, subject to "force majeure" delays; or

E. If Tenant shall default in the performance of any other covenant, promise or agreement on the part of Tenant contained in this Lease and such default shall continue for 30 days after notice thereof in writing by Landlord to Tenant, or if such default or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Tenant shall not in good faith and within the period of 30 days commence the curing of such default and pursue the curing of such default continuously and diligently and in good faith to the end that such default shall be cured within such minimum period in excess of 30 days as may be reasonably necessary to cure such default through pursuing such cure promptly, diligently, continuously and in good faith. Provided, however, that such additional period beyond 30 days shall not apply to a default that creates a clear and present danger to persons or property or materially adversely affects the Landlord's interest in the Premises or the Project, or if the failure or default by Tenant is one for which Landlord (or any officer or other agent or beneficial or other owner thereof) may be subject to fine or imprisonment; or

F. If Tenant shall suffer or permit any lien or encumbrance (other than permitted pursuant to Article 12 hereof) to attach to the Premises or the leasehold interest of Tenant or the Project and Tenant shall not discharge said lien or encumbrance within 30 days or within 10 days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date shall first occur; or

G. If Tenant shall be declared bankrupt or insolvent or shall make an assignment of its property for the benefit of creditors; or

H. If Tenant shall consent to the appointment of a trustee or receiver of Tenant or for any portion of the Premises or the Project or its interest therein; or

I. If a trustee or receiver is appointed for Tenant or for its interest in the Premises or the Project or any parts thereof and such trustee or receiver shall not within sixty (60) days have been discharged, or Tenant has not within sixty (60) days taken appropriate action to secure a review of such appointment and to appeal therefrom and to stay the taking of possession by such trustee or receiver pending such review or appeal; or

J. If bankruptcy, reorganization, arrangement or liquidation proceedings or relief under any bankruptcy law or other law for the relief of debtors are instituted by or against Tenant, and if instituted against Tenant are consented to by it or are not dismissed within 60 days after such institution; or

K. Tenant shall default under the terms of any Leasehold Mortgage and such default continues beyond any applicable notice, grace and cure periods.

#### 14.02 Termination.

Upon the occurrence of any Event of Default, Landlord may (except as otherwise provided in or as may result from the provisions of Section 12.04 and subject always to the

provisions of said Section 12.04) at its option exercise any one or more or any combination of any one or more of the following remedies:

A. Landlord may at any time during the continuance of such Event of Default terminate this Lease and declare the Term ended by giving Tenant notice of such termination stating the date upon which such termination shall take effect, which date shall not be earlier than 10 days from the date of Tenant's receipt of such notice, whereupon this Lease and the Term shall expire and terminate on the date specified in such notice and Landlord shall thereupon have the right without further notice and either with or without process of law to re-enter the Premises and to remove Tenant and to repossess the Premises and the Project. Notwithstanding the foregoing, if such Event of Default pertains only to Tenant's failure to timely commence construction of the Project or any Phase thereof or to Tenant's failure to Substantially Complete construction of the Project or any Phase thereof within the periods designated in Section 6.01(H) and Tenant has Substantially Completed one or more Phases pursuant to Section 6.01, Landlord shall terminate this Lease only with respect to the Phases and the Parcels corresponding thereto that are not then Substantially Complete.

B. Landlord may at any time during the continuance of such Event of Default terminate the right to possession of the Premises and the Project, and any parts thereof, by Tenant and all persons or other entities claiming by, through or under Tenant, by giving Tenant notice of such termination of possession, stating the date upon which such termination shall take effect (which date shall not be earlier than 10 days from the date of Tenant's receipt of such notice), whereupon Tenant and all persons or other entities claiming by, through or under Tenant shall then quit and surrender the Premises and the Project to Landlord, but Tenant shall remain liable as provided in Section 14.03. Notwithstanding the foregoing, if such Event of Default pertains only to Tenant's failure to timely commence construction of the Project or any Phase thereof or to Tenant's failure to Substantially Complete construction of the Project or any Phase thereof within the periods designated in Section 6.01(H) and Tenant has Substantially Completed one or more Phases pursuant to Section 6.01, Landlord shall terminate Tenant's right to possession under this Lease only with respect to the Phases and the Parcels corresponding thereto that are not then Substantially Complete.

C. Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by suit or suits in equity or at law for the specific performance of any covenant or agreement herein contained or for the enforcement of any other appropriate legal or equitable remedy; and

D. Landlord shall be entitled to recover from Tenant all the rent and other sums payable by Tenant or for which Tenant may be obligated for the period up to and including the date that this Lease expires or is sooner terminated (exclusive of options to renew which have not been exercised), and all costs and expenses, including court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder, and any other actual damages which Landlord shall have sustained by reason of the breach of any of the terms, covenants, or conditions of this Lease.

#### 14.03 Landlord's Rights Upon Termination.

Upon the termination of Tenant's right of possession without terminating this Lease, either pursuant to the provisions of Subsection 14.02(B) or by summary dispossession proceedings or under any provisions of law now or at any time hereafter in effect by reason of a default under or breach of this Lease on the part of Tenant, Landlord may, but need not, at any time and from time to time, relet the Premises and let the Project and its related improvements or any part or parts thereof, for the account of Tenant or otherwise, and collect the rent therefor, applying the same first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises or in taking possession of the Project, and its related improvements including legal expenses and reasonable attorney's fees, and for putting the same into good order or condition for rental and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or about reletting the Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting may be for the remainder of the Term as originally granted or for a longer or shorter period. In any such case, or in case of the termination of this Lease pursuant to Subsection 14.02(A), and without limiting any rights hereinbefore conferred upon Landlord in the event of Tenant's default or in the event of Landlord's repossession of the Premises, and whether or not the Premises or any part thereof be relet, Tenant shall pay to Landlord the Rent, Impositions and all charges or impositions required to be paid by Tenant up to the time of such termination of this Lease or the time of such termination of the right of possession without terminating this Lease, as the case may be, and thereafter, in case of the termination of the right of possession and without terminating this Lease, Tenant covenants and agrees, if required by Landlord, to at Landlord's election, either (i) immediately pay Landlord the then present value of the Rent and Impositions (as reasonably estimated) due for the balance of the Term or (ii) pay to Landlord until the end of the Term the equivalent of the amount of all the Rent and Impositions and all other charges or impositions required to be paid by Tenant, less the net avails of reletting, if any, and the same shall be due and payable monthly by Tenant to Landlord, that is to say, Tenant shall pay to Landlord the amount of the deficiency then existing, together with the costs and expenses of Landlord. Tenant further agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 14.03 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. The provisions of this Section 14.03 shall not in any way limit or restrict the rights of Landlord under Section 13.03.

#### 14.04 Re-entry.

Tenant agrees, upon receipt of notice of termination, to at once surrender possession of the Premises, the Project and related improvements to Landlord, and Tenant expressly waives (to the full extent permitted by law) the service of any other notice of intention to terminate this Lease or of intention to re-enter which may be provided for by any statute or other law, and agrees that the occurrence of any Event of Default shall of itself, upon service of the notice above provided for, constitute a forcible detainer by Tenant of the Premises within the meaning of the statutes of the State of Illinois. No receipt of money by

Landlord from Tenant after any termination, howsoever occurring, of this Lease shall reinstate, continue or extend the Term of this Lease.

#### 14.05 No Waiver.

The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future application and enforcement of such covenant or option. A receipt by Landlord of Rent or any other charges payable by Tenant hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, conditions or provisions of this Lease.

### *Article 15.*

#### *Condemnation.*

##### 15.01 Total Taking.

In the event that at any time during the term of this Lease all or substantially all of the Premises and the Project or all access thereto shall be taken or condemned by any competent authority for any public or quasi-public use or purpose by the exercise of the power of eminent domain (hereinafter referred to as "Condemnation Proceedings"), then this Lease shall terminate and expire as of and on the date of such taking, and the entire award or awards of damages allowed to Landlord and Tenant shall be deposited in escrow with an escrow trustee approved by Landlord and disbursed as follows:

A. Landlord shall first be paid that portion of said award which is allocable to and represented by the value of Landlord's interest in and to the Premises and the Project and related improvements, and in determining the amount so allocable to Landlord's interest the provisions of Subsections 15.01(B) or 15.01(C), as the case may be, shall govern and apply and shall be binding on Landlord and Tenant.

B. In the event of such total taking and if under applicable law it is required or permitted that the condemning or judicial authorities concerned shall make, and any judgment, order or decree entered in any such Condemnation Proceedings is required or permitted to provide for, separate awards to Landlord and Tenant as compensation for the taking of their respective interests, then in such event Tenant (and, if required by applicable law or applicable court rules, Landlord) shall appropriately request that such separate awards be made in such Condemnation Proceedings (or any appropriate proceedings supplementary thereto) and the separate awards, as finally determined in such Condemnation Proceedings (Landlord and Tenant each respectively reserving, however, their full right of contest and appeal in connection therewith, as such right of contest or appeal may be provided for or may exist under applicable law), shall be conclusive and binding upon Landlord and Tenant and any person claiming by, through or under them or either of them. In any such event Landlord shall receive and retain from the funds deposited as aforesaid the amount of its separate award, and the balance remaining after first deducting the amounts provided for in the following items (i) and (ii), shall be paid to Tenant:

(i) The amount of Rent and any other amount owing up to the date of taking to Landlord from Tenant under any of the other terms of this Lease, shall be paid to Landlord; and

(ii) All Impositions which under terms of this Lease are provided to be paid by Tenant shall be deducted from Tenant's portion of the award and shall be either paid to Landlord to be used for the intended purpose or shall be applied directly to the payment of such Impositions.

C. In the event of such total taking and if under provisions of applicable law separate awards are not permitted and instead applicable law provides for and requires the payment of a lump sum as compensation for the respective interests of Landlord and Tenant, without allocation as between the respective interests, then and in such event the portions thereof allocable to the respective interests of Landlord and Tenant in and to the Premises and the Project shall be determined on the basis of the respective values of such interests, whereupon such single award shall be disbursed as follows:

(i) Landlord shall first be paid that portion of the said single award so allocated to and represented by the value of its interest in and to the Premises and its herein provided interest in the Project and related improvements; and

(ii) Tenant shall be entitled to receive and retain, as compensation for its entire interest in the Premises and the Project, the balance of the portion of the said single award so allocated to its said interest which shall remain after first deducting therefrom and payable to or applying for the benefit of Landlord, as the case may be, the amounts prescribed to be so payable or applied by the provisions of items (i) and (ii) of Subsections 15.01(B), it being the intent hereof that all the provisions of said items (i) and (ii) shall be equally applicable under this Subsection 15.01(C).

### 15.02 Partial Taking.

In the event of a partial taking and if under applicable law it is required or permitted that the condemning or judicial authorities concerned shall make, and any judgment, order or decree entered in any such Condemnation Proceedings is required or permitted to provide for, separate awards to Landlord and Tenant as compensation for the taking of their respective interests, then in such event Tenant (and, if required by applicable law or applicable court rules, Landlord) shall appropriately request that such separate awards be made in such Condemnation Proceedings (or any appropriate proceedings supplementary thereto) and the separate awards as finally determined in such Condemnation Proceedings (Landlord and Tenant each respectively reserving, however, their full right of contest and appeal in connection therewith, as such right of contest or appeal may be provided for or may exist under applicable law) shall be conclusive and binding upon Landlord and Tenant and any person claiming by, through or under them or either of them. In such event the aggregate of said separate awards shall be deposited in escrow with an escrow trustee approved by Landlord and disbursed as follows:

A. There shall first be paid to Landlord and Landlord shall retain the amount of Landlord's separate award.

B. The balance shall be applied and distributed in accordance with and pursuant to the provisions of Subsection 15.03(B).

### 15.03 Allocation Of Award For Partial Taking.

In the event of a partial taking and if under applicable law the condemning authority is not permitted to make separate awards and instead applicable law requires that a single lump sum shall be paid and allowed as compensation for the respective interests of Landlord and Tenant without allocation as between their respective interests, then in such event the shares thereof respectively allocable to the respective interests of Landlord and Tenant in and to the portion or portions of the Premises and the Project taken by such condemnation shall be determined on the basis of the respective values of such interests, whereupon such single award shall be disbursed as follows:

A. Landlord shall first be paid that share of the said single award so allocated to and represented by the value of its interest in and to the so taken portion or portions of the Premises and its herein provided interest in and to the so taken portion or portions of the Project;

B. Tenant shall be entitled to receive and retain, as compensation for its entire interest in the Premises and its herein provided interest in and to the so taken portion or portions of the Project, the balance of the share of the said single award so allocated to and represented by its said interest in and to the so taken portion or portions of the



Premises and its said interest in and to the so taken portion or portions of the Project which shall remain after first deducting from such share and paying or applying the following payments and applications:

(i) The amount of Rent and any other amount owed to Landlord, together with all unpaid Impositions; and

(ii) Next there shall be made available to Tenant so much as may be necessary to restore, repair and rebuild the Project and related improvements in such manner that the condition and nature thereof after such restoration, repairing and rebuilding shall be substantially equivalent to (or, at Tenant's option better than) the type and character of improvements immediately prior to such partial taking, subject to giving effect to any reduction in the area of the Premises resulting from such taking; it being understood that Tenant's obligation to restore, repair and rebuild shall be absolute whether or not the amount remaining in the funds referred to shall be sufficient to defray the costs thereof and Tenant shall pay the deficiency, if any; and

C. The remaining balance of such single award shall be paid to Tenant.

#### 15.04 Adjustment Of Base Rent For Partial Taking.

Effective as of the date of the taking by Condemnation Proceedings the then amount Base Rent payable by Tenant during the remainder of the Term of this Lease shall be adjusted on an equitable basis based on the reduction in the land area of the Premises.

#### 15.05 Voluntary Conveyance.

The Premises and the Project or any part thereof shall be deemed to be taken by Condemnation Proceedings within the meaning of the foregoing provisions upon the transfer of possession thereof to the condemning authority.

#### 15.06 Temporary Takings.

If the temporary use of the whole or any part of the Premises and the Project shall be taken by Condemnation Proceedings as hereinabove referred to, this Lease shall not terminate by reason thereof and this Lease shall not be reduced or affected thereby in any way, and Tenant shall continue to pay in full the Rent, Impositions and other charges herein provided to be paid or assumed or reimbursed by Tenant, and, except only to the extent that Tenant is prevented from so doing by reason of any order of the condemning authority, Tenant shall continue to perform and observe all of the covenants, conditions

and obligations hereof which are herein provided to be observed or performed by Tenant, all to the same extent and with the same force and effect as if such temporary use or taking had not occurred. Any award for such temporary taking, whether paid by way of damages, rent or otherwise shall be received, held and disbursed in the manner following:

A. If the taking is for a period not extending beyond the Term of this Lease, the same shall be allocated, held and distributed as follows:

(i) An amount equal to the sum of (x) the Base Rent for the entire period of such temporary use or taking, plus (y) the estimated amount of the Impositions for such period (computed on the basis of the most recently ascertainable information) shall be deposited with an escrow trustee acceptable to Landlord and shall be from time to time applied to the payment of Base Rent and Impositions as the same from time to time become due and payable;

(ii) The amount jointly agreed upon by Landlord and Tenant as the estimated amount required to be expended upon the termination of such temporary use or occupancy to restore the Project as nearly as may be reasonably possible to the condition in which same was immediately prior to such taking, shall be reserved and shall be used and available for use for such purposes; and

(iii) The remainder shall be paid over to and become the property of Tenant less, however, the amount of any Rent or other charges then owing by Tenant to Landlord under the provisions of this Lease, and the amount so deducted shall be paid to or upon the order of Landlord.

B. If the taking for temporary use is for a period extending beyond the Term of this Lease (plus any extension period pursuant to an exercised option), the award or payment for such temporary use shall be apportioned between Landlord and Tenant in the ratios, respectively, that the period of such temporary use extending beyond the Term of this Lease (plus any extension period), and the part of such temporary use falling before said expiration date, bear to the entire period of such temporary use. Tenant's share thereof resulting from the allocation provided for by the preceding sentence shall be distributed in accordance with the provisions of Subsection 15.06(A) and the portion thereof applicable to Landlord shall be forthwith paid over to or upon the order of Landlord.

#### 15.07 Space Tenants.

If in connection with or as a part of any such Condemnation Proceedings, any Space Tenants shall become or be entitled to any portion of any award or payment on account of any taking provided for or referred to in this Article 15, the amount of such award or payment shall in any computation or accounting pursuant to any of the provisions of this Article 16 be allocated to or charged against, and shall be paid out of the share or portion thereof otherwise applicable to Tenant.

*Article 16.*

*Liability Of Successors And Assigns.*

16.01 Binding Effect.

Subject to the provisions of Section 16.02 and Section 16.03 of this Article, the covenants, agreements, provisions, conditions and limitations herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and of Tenant, its permitted successors and assigns.

16.02 Successor Landlords.

Landlord may convey the Premises or assign its interest in this Lease. Landlord shall notify Tenant in writing of its intention to transfer or assign its interest in this Lease. In the event the Landlord named in this Lease, or any successor Landlord, shall convey the fee simple title to the land constituting the Premises, then the Landlord so conveying or transferring shall be automatically freed and relieved from and after the date of such conveyance or transfer of and from all liabilities and obligations, express or implied, on the part of Landlord contained in or resulting from this Lease, and each successor transferee or grantee of the fee simple title to said land shall become and be bound by such covenants and obligations, express or implied, but only during the period, respectively, of such grantee's or transferee's respective ownership of such fee simple title.

16.03 Successor Tenant.

In the event of any sale, conveyance or assignment by the Tenant of its interest in this Lease which is approved in advance by Landlord in writing and otherwise in compliance with the provisions of this Lease, the Tenant named herein shall, from and after the date of such approved sale, conveyance or assignment automatically freed and relieved from all liabilities and obligations hereunder other than the obligations of Tenant under Section 24.13 hereof and any successor Tenant so selling, assigning or conveying shall thereafter be liable for any and all obligations on the part of the Tenant contained in or resulting from this Lease.

*Article 17.*

*Estoppel Certificates.*

17.01 Tenant Estoppel Certificates.

Tenant agrees at any time and from time to time upon not less than 20 days prior request by Landlord but not more than twice per Lease Year to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the date to which the Rent and Impositions have been paid, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in the observance or performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section 17.01 may be relied upon by any prospective purchaser, transferee, assignee or mortgagee of the Premises.

17.02 Landlord Estoppel Certificates.

Landlord agrees at any time and from time to time, but not more than twice in any Lease Year, upon not less than twenty (20) days prior request by Tenant to execute, acknowledge and deliver to Tenant a statement in writing signed by the Commissioner of the Department of Aviation certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the date to which the Rent has been paid, and stating whether or not to the best knowledge of the signer of such certificate Tenant is in default in the observance or performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section 17.02 may be relied upon by any permitted prospective purchaser, transferee, assignee or mortgagee of the leasehold estate.

*Article 18.*

*Covenants To Run With Land.*

All the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Landlord and Tenant respectively (except as otherwise provided in Article 17) as fully as if such words were written whenever reference to Landlord and Tenant occur in this Lease.

*Article 19.*

*Cumulative Remedies -- No Waiver -- No Oral Change.*

19.01 Cumulative Remedies; No Waiver.

The specified remedies to which Landlord may resort under the Terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of any rent or other payment hereunder with or without knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, conditions or provisions of this Lease.

19.02 Entire Agreement.

This Lease constitutes the entire agreement of the parties and may not be modified or supplemented except by a written instrument signed by the party against whom enforcement of the change is sought. Landlord has made no representation or agreements to Tenant which are not set forth in this Lease.

*Article 20.*

*Notices.*

Except as otherwise expressly provided herein, all notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant, c/o Thomas Snitzer, Snitzer and Associates, 737 North Michigan Avenue, Chicago, Illinois 60611, with copies to Paul King, UBM, Inc., 330 South Wells Street, Chicago, Illinois 60606, Thomas J. Murphy, Esq., 179 West Washington Street, Chicago, Illinois 60602, and Alvin C. Katz, Esq., Neal, Gerber, Eisenberg & Laurie, 208 South LaSalle Street, Chicago, Illinois 60604,

or at such other places as Tenant may from time to time designate in a written notice to Landlord. All notices, demands and requests by Tenant to Landlord shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Commissioner, Department of Aviation, City of Chicago, 20 North Clark Street, Chicago, Illinois 60602, with copies to Corporation Counsel, City of Chicago, 121 North LaSalle Street, Room 511, Chicago, Illinois 60602 or at such other place or to such other persons as Landlord may from time to time designate in a written notice to Tenant. Notices, demands and requests which shall be served upon Landlord or Tenant by mail in the manner aforesaid shall be deemed received and sufficiently served or given for all purposes hereunder three (3) days after the date such notice, demand or request shall be mailed by United States registered or certified mail as aforesaid in any post office or branch post office regularly maintained by the United States postal authorities.

*Article 21.*

*Exculpatory Clause.*

21.01 Landlord's Exculpation.

Landlord, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Landlord of any of its obligations. Tenant (and any person claiming by or through Tenant) shall look solely to the equity of the owner of the Premises in the fee title to the Premises at the time of the breach or default for the satisfaction of any remedies of Tenant. Such exculpation of liability shall be absolute to the full extent permitted by law and without any exception whatsoever.

21.02 Tenant's Exculpation.

Tenant, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Tenant of any of its obligations. Landlord (and any person claiming by or through Landlord) shall look solely to the Tenant's interest herein and in the Project at the time of the breach or default for the satisfaction of any remedies of Landlord. Such exculpation of liability shall be absolute to the full extent permitted by law and without any exception whatsoever.

*Article 22.*

*Option To Extend.*

Tenant shall have the option to be exercised in strict compliance with this Article, to extend the term of this Lease for a single period of thirty (30) years, upon the following terms and conditions:

(a) At the time of the exercise of such option and at the time of commencement of the extension period, no Event of Default shall exist with respect to the performance of any of the terms, covenants and conditions contained in the Lease.

(b) The thirty (30) year extension period shall commence upon the Expiration Date of the original term of this Lease and shall continue for thirty (30) Lease Years thereafter.

(c) The Lease as extended shall be upon the same terms, covenants and conditions as provided in this Lease.

(d) Tenant shall exercise its option to extend the Term of this Lease by notifying Landlord in writing at least six (6) months prior to the Expiration Date of Tenant's election to exercise such option. Upon Landlord's receipt of such notice, this Lease shall be deemed to be extended for the period specified herein, subject to the provisions of this Section, without execution of any further instrument; provided that either party may request the other to cooperate in the execution of a recordable instrument.

(e) If Tenant fails or omits to give Landlord the written notice required hereby for the extension option on or before the date specified, it shall be deemed, without further notice and without further agreement between the parties hereto, that Tenant elected to exercise such option to extend the terms of this Lease. In the event that Tenant fails or omits to exercise its first option to extend the term of this Lease, this Lease shall nevertheless be automatically extended.

*Article 23.*

*Affirmative Action/Equal Opportunity.*

Tenant agrees that in performing under this Agreement it shall neither discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, sex, or national origin, nor commit any unfair employment practice. Tenant further agrees to comply with the requirements of all federal, state and local laws, statutes, ordinances, regulations, and executive orders prohibiting such discrimination, including, without limitation, the requirements of 14 C.F.R. Part 152 of the United States Code of Federal Regulations.

Tenant covenants and agrees to implement the Affirmative Action Policy and Plan attached hereto as Exhibit D and by this reference made a part hereof.

*Article 24.*

*Miscellaneous.*

24.01 Provisions Severable.

If any term or provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.02 Choice Of Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

24.03 Execution And Delivery.

This Lease shall bind Tenant and Landlord upon its approval by the City Council and execution thereof by Landlord and Tenant.

24.04 Corporate Authority.

Simultaneously with the execution and delivery of this Lease by Tenant, Tenant shall deliver to Landlord:

A. True and correct copy of the partnership agreement establishing Tenant as a partnership or joint venture.

B. Certified resolutions of its board of directors of any corporate partner of Tenant executing this Lease on behalf of Tenant authorizing the execution and delivery of this Lease.

C. A certificate of incumbency executed by the secretary of any corporate partner of Tenant executing this Lease on behalf of Tenant identifying by name, office and facsimile signature the officers of such corporate partner.



D. A current certificate of good standing issued by the Secretary of State of the state of incorporation of any corporate partner of Tenant executing this Lease on behalf of Tenant.

E. The opinion of Tenant's counsel, in a form satisfactory to Landlord, that this Lease is valid and binding upon Tenant in accordance with its terms.

#### 24.05 No Brokers.

Landlord and Tenant each represents and warrants to the other that it has dealt with no broker, finder or agent with respect to this Lease or the Premises, and each agrees to indemnify, defend and hold Landlord harmless the innocent party from any commissions or finder's fees which any entity or person may assert is due as a result of the execution of this Lease or the demise of the Premises to Tenant.

#### 24.06 Costs And Expenses.

Tenant shall pay or reimburse Landlord for all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with enforcement of any of its provisions in the event of an Event of Default unless a court of competent jurisdiction rules that Tenant was not in default.

#### 24.07 Release Of City.

Landlord shall not be liable to Tenant, or to Tenant's subtenants, agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport.

#### 24.08 Regulating The Airport.

Except as otherwise expressly set forth herein, Landlord reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in Landlord's sole discretion.

#### 24.09 Nonliability Of City.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts or omissions in the maintenance and operation of the Airport.

#### 24.10 Incorporation Of Proposal.

To the extent not otherwise addressed in or inconsistent with this Lease, the requirements and commitments of Tenant as set forth in the Proposal are incorporated herein and made a part hereof and Tenant hereby reaffirms the representations made in the Proposal and represents that there have been no material changes in the information provided in the Proposal.

#### 24.11 Conflicts Of Interest.

Tenant represents and warrants that no member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the Project has any personal interests, direct or indirect, in the Lease or the Project.

Tenant covenants that no member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago or other unit of government exercising any functions or responsibilities in connection with the Project or the Lease shall acquire any interest direct or indirect in Tenant or the Project or this Lease.

#### 24.12 Chicago First Agreement.

Tenant covenants and agrees to act diligently and in good faith to negotiate and execute a Chicago First Hiring Program Agreement with the Mayor's Office of Employment and Training of the City of Chicago substantially in the form of Exhibit E attached hereto and made a part hereof.

#### 24.13 In-Kind Contributions.

Tenant agrees to diligently and in good faith perform the in-kind contributions to neighborhood development projects in the City of Chicago in accordance with Exhibit F attached hereto and made a part hereof.

#### 24.14 Time Of The Essence.

Time is of the essence with respect to this Agreement.

In Witness Whereof, Landlord and Tenant have respectively executed this Lease on the date and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A" and "A-1" attached to this lease printed on pages  
426 through 429 of this Journal.]

Exhibits "B" through "F" attached to this lease read as follows:

*Exhibit "B".*

*Permitted Exceptions.*

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*Exhibit "C".*

*Description Of Property.*

It is contemplated that the Project will be a technical/service center to be constructed in four (4) phases, which are proposed to consist of the following improvements:

Phase 1 -- A service center complex contemplated to contain approximately 130,000 gross square feet in the aggregate on a site of approximately 300,000 square feet, to include a loading area and parking for use by tenants.

Phase 2 -- A service center complex contemplated to contain approximately 130,000 gross square feet in the aggregate on a site of approximately 300,000 square feet, to include a loading area and parking for use by tenants.

Phase 3 -- A service center complex contemplated to contain approximately 170,000 gross square feet in the aggregate on a site of approximately 300,000 square feet, to include a loading area and parking for use by tenants.

Phase 4 -- An office complex contemplated to contain approximately 730,000 gross square feet on a site of approximately 1,220,000 square feet, to include a parking structure for use by tenants.

*Exhibit "D".*

*O'Hare Technical Center Associates.*

*Policy Statement On Affirmative Action And  
Equal Employment.*

O'Hare Technical Center Associates (O.T.C.A.) a joint venture is committed to the goal of equal and representative opportunities for minorities and women.

The philosophy of the O.T.C.A. in the development and management of quality commercial properties is based upon prudent business principles, combined with a creative and flexible view towards providing opportunities to minorities and women. Its day-to-day challenge in operating properties is to provide and manage such space with care and attention to detail which is unparalleled in its market place. Similar high standards will also be brought into action in efforts related to equal opportunity and participation by Minority/Women Business Enterprises (M.B.E./W.B.E.). Affirmative action is an essential element in any development process, and O.T.C.A. will establish and implement an honorable, progressive, innovative, and goal-oriented program that serves appropriate sectors of the community. This affirmative action program is in recognition of the fact that certain individuals have, for one reason or another, been unable to benefit fully from the opportunities available to all members of our society. The O.T.C.A. also recognizes that successful Affirmative Action/E.E.O. programs are important to the continued growth and vitality of the City of Chicago.

With respect to the O.T.C.A.'s internal operations, management will aggressively pursue employment practices which provide equal opportunity to all people regardless of sex, color,

race or creed. The O.T.C.A. will not countenance discrimination against any employee or applicant because of race, sex, marital status, national origin, age, or the presence of physical handicaps unrelated to ability. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, demotions, transfers, recruiting, advertising, layoffs, terminations, compensations, and benefit programs. All managers will be responsible for the implementation of this policy and for compliance with all applicable state and federal laws and regulations.

O.T.C.A. has adopted a policy of equal employment opportunity in all on-site construction trades and will require the inclusion of this policy statement and established goals in all contracts and subcontracts at any level. Additionally, the O.T.C.A. will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Joint Venture's employees are assigned to work. All on-site supervisory personnel will be made aware of and will be responsible for maintaining such a working environment, with specific attention to minority and/or female individuals.

O.T.C.A. is committed to an affirmative action-oriented comprehensive program for M.B.E./W.B.E. business development as well as minority and female employment. O.T.C.A. wants to ensure that maximum opportunities exist for such firms and such individuals, and will comply with all established City of Chicago goals and objectives as they relate to the utilization of minority and women-owned firms, employment of minorities and women, and utilization of local firms and City of Chicago residents.

[Signature forms omitted for printing purposes.]

O'Hare Technical Center Associates

Affirmative Action/E.E.O. Program And Plan.

#### A. Introduction.

O'Hare Technical Center Associates (the Joint Venture) has brought together diverse skills and years of experience in a variety of disciplines to insure a development that is fresh and vibrant, yet integral to the surrounding area. Our approach is one of finding a market need and fulfilling that need in a way that transcends the current potential for a specific site, and yet is congruent with adjacent properties.

These same skills and capabilities will be applied to the Joint Venture's Affirmative Action/Equal Opportunity Program. The Joint Venture commits to attaining the goals and objectives outlined in O'Hare Airport Site 19 RFP No. 70-88-2421 with addendum. We make this commitment in response to our perception that there exists a dramatic disparity between the minority and female population of the City of Chicago and the percentage of public sector contracting expenditures placed with such minorities and females. It is apparent that this disparity is most likely the result of present effects of past

discrimination and of public and private purchasing procedures and policies that are ostensibly objective and neutral, but that result in unequal contracting opportunities to women, blacks, hispanics and other minorities.

In an effort to ensure that the development of this project benefits from the participation of, especially, minorities and women, O'Hare Technical Center Associates (the Joint Venture) has developed, at its own expense and in the absence of any mandated public obligation, the Affirmative Action Program that is outlined on the following pages. The following section describes the Joint Venture's philosophy and the process by which it hopes all groups within this City can participate in this exciting new development.

The Affirmative Action Program is intended to be progressive, creative and goal-oriented, and establishes a mechanism to achieve significant results for minority and female business owners and employees, the City of Chicago and its entire citizenry.

#### Definitions.

As used in this Affirmative Action Program, terms shall have the following meanings:

"Minority" means a person who is a citizen or lawful resident of the United States and who is Black; Hispanic; Asian-American and Pacific Islander; American Indian or Alaskan native.

"Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled (as herein defined) by one or more minority persons.

"Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are owned by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests are owned by minority persons or women.

"Controlled" shall be determined by considering the degree to which minority group members or women participate in direction and management of the partnership, corporation, joint venture or other entity, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets and profits of the business.

"Eligible M.B.E., W.B.E., Firm" includes any qualified contractor or subcontractor providing labor, services, products or materials for the project, who has been certified through the City of Chicago Certification Program.

"Contractor" means any person who has a contract with the Joint Venture (in which the parties do not stand in the relationship of an employer and an employee), providing labor, services, products and materials for the project.

"Subcontractor" means any person who has such contract with a contractor or with a subcontractor providing labor, services, products and materials for the project.

"Joint Venture" means an association of two or more businesses to carry out a single business enterprise in which they may combine their property, capital, efforts, skills, and/or knowledge. 100% of the total dollar value of a contract with a joint venture consisting of eligible firms is counted toward the applicable M.B.E. or W.B.E. goal. 100% of the total dollar value of a contract with a joint venture with a minimum of 51% participation by an eligible firm is counted toward the applicable M.B.E. or W.B.E. goal. A pro rata credit toward the applicable M.B.E. or W.B.E. goal is given to a joint venture where there is less than 51% participation by an eligible firm.

"Pre-Award" means any contract for specific work to be performed, made between the Joint Venture and the contractor, prior to the General Contract award.

"Supplier" means any firm with two or more employees occupying space for both office and warehouse, which stocks products and/or product lines similar to the commodity being supplied for resale, with one or more vehicles utilized in the delivery of said product lines. Stocking distributors shall be eligible to receive 100% M.B.E./W.B.E. credit towards affirmative action goals.

"Distributor" means a firm which maintains an inventory in most of the items sold either committed or uncommitted to existing customers. (If a square foot criteria is used above, this could indicate warehouse space over broker level).

"Dealer/Broker" means any company which acts as a middleman between the manufacturer or primary distributor and the end user; which takes title to the goods sold at some point in the transaction but does not take possession. Broker designation shall be applied to those firms which maintain minimal inventories and do not take possession of the major portion of goods sold. (Percent of items sold or square footage of warehouse space could also be used as criteria.) 20% of the total dollar value of a contract with an eligible firm is counted toward the applicable M.B.E. or W.B.E. goal if the firm is legitimately performing services as an agent or manufacturers representative.

#### Objectives And Goals.

Clear and concise goals have been established by the City of Chicago concerning R.F.P. No. 70-88-2421. The Joint Venture commits to achieve these goals at a minimum. Additionally, this Program and Plan is submitted to insure the City of Chicago has a clear understanding of the Joint Venture's methodology to insure achievement of the established goals and where possible, surpassing the goals.

Specifically, the Joint Venture commits to attain the following goals throughout the entire life of the project.

#### A. Minority Business Development.

1. **Minority and Women Business Enterprises:**  
25% minority participation with City of Chicago Certified Firms.  
5% women business participation with City of Chicago Certified Firms.
2. The above goals are committed to in the Pre-Construction, Construction and Operation phases of the project.

**B. Equal Employment Opportunity.**

1. **Employment of Minorities and Women.**

**Minorities:**

25% of journey worker and apprentice work hours.

40% of all laborer hours.

**Women:**

7% of journey worker and apprentice hours.

10% of all laborer hours.

2. **Pre-Construction and Operations.**

During these two periods the Joint Venture commits to use its "best efforts" to attain the following:

25% Minority Employment.

5% Women Employment.

50% Chicago Resident Employment.

**Affirmative Action Consultant: Target Group, Inc.**



The Joint Venture has retained the Target Group, Inc. to act as its Affirmative Action Consultant/Officer during the development of the O'Hare Technical Center.

Functions of the Affirmative Action Consultant include:

- 1) Interaction with any pertinent agencies or organizations (e.g., City of Chicago and other representative organizations).
- 2) Coordination of the Affirmative Action Program of the Joint Venture.
- 3) Drafting the Affirmative Action Program.
- 4) Designing proper record-keeping systems for measuring efforts and achievement of goals.
- 5) Analyzing reports submitted on performance of contractors with respect to M.B.E./W.B.E. contracting and related to minority and women employment.
- 6) Implementing an Affirmative Action Program that includes:
  - Outreach to business associations and social agencies;
  - Conducting conferences for M.B.E./W.B.E. firms and interested local groups;
  - Outreach to unions with respect to Joint Venture's desire to provide employment opportunities for minorities, women, and local residents; and
  - Advertising opportunities in local (minority) media.
- 7) Tracking activities of all M.B.E./W.B.E. firms for specific goal requirements.
- 8) Developing a monthly (short form) reporting mechanism.
- 9) Developing a quarterly (comprehensive narrative) reporting mechanism.
- 10) Preparing required reports during pre-construction construction and operations phases.
- 11) Operating as staff consultant to O'Hare Technical Center Compliance Committee to insure participation in job site and/or contractor's meeting to discuss affirmative action performance.

- 12) Coordinating the development of a methodology for affirmative action and related record-keeping. Review and critique the process for adherence to procedures.
- 13) Providing information to local agencies, associations and/or civic groups throughout the process to explain all affirmative action efforts of the Joint Venture.

#### B. Pre-Construction Effort.

Development projects of the scope of O'Hare Technical Center requires specialists in every discipline. The emphasis on affirmative action as part of the development begins with a firm commitment on the part of O'Hare Technical Center Associates (the Joint Venture). An affirmative action consultant has been hired to assist the Joint Venture with the initial affirmative action program and will continue to advise the Joint Venture throughout the pre-construction, construction and operations phases of the project.

The Joint Venture expects to have M.B.E./W.B.E. participation in many areas of the pre-construction phase, including legal, architectural, engineering, public relations, marketing, signage, printing, reproduction and other related areas. Minority and female owned firms shall be retained for their expertise but their M.B.E./W.B.E. status will provide a positive statement about the Joint Venture's commitment to the utilization of such firms throughout the development process.

Pre-construction affirmative action efforts on the part of the Joint Venture have already included the following: (to be completed at a later date).

These initiatives demonstrate the intent of the Joint Venture to work with firms from the start who: 1) are minority or female-owned; 2) have a high degree of understanding about the affirmative action process; or 3) in agreement with the philosophy of the Joint Venture to utilize minorities and women-owned firms. It is the Joint Venture's intention to include in any and all contract documents relating to this development language that requires a commitment of 25% M.B.E. and 5% W.B.E. utilization.

In order to expedite the O'Hare Technical Center construction schedule, certain contracts may be awarded prior to completion of full plans and specifications and selections of the General Contractor.

To ensure that an affirmative action program which assures the highest possible level of participation of M.B.E./W.B.E. firms and employment of minorities and women will be established and implemented, the Joint Venture's pre-award contract documents will contain the same affirmative action language that the General Contractor will eventually have in its contract. The language requires the contractors to commit to the goals the Joint Venture has established for the project. Pre-award contractors shall be required to submit an affirmative action plan and investigate opportunities for M.B.E./W.B.E. participation.

The importance of aggressive efforts to achieve significant M.B.E./W.B.E. participation and minority and women employment will be stressed at the highest corporate level to pre-award contractors. Meetings will be held with representatives of these contracting firms, the Joint Venture, and the Affirmative Action Consultant.

Initially, the contractors shall receive lists of firms that have expressed interests in the project and the most current M.B.E./W.B.E. directory from the City of Chicago.

### C. Construction Efforts.

The Joint Venture, acknowledging the successes in other development projects where affirmative action goals and efforts have been instituted, has developed an imaginative, innovative approach to encourage maximum minority and female participation on this project.

First, all awarded contractors (hired before or after the General Contract had been awarded) will be required to confirm their commitments to the goals outlined for the project. Compliance with a reporting system which measures results and efforts undertaken to achieve the goals will be incorporated into contract documents and the Joint Venture has devised a methodology to evaluate progress in this area. Additionally, procedures, reporting forms, M.B.E./W.B.E. directories, local certification/contracting association listings, and other similar information and advice will be disseminated to contractors throughout the construction process.

The Joint Venture's affirmative action policies and goals will be further emphasized at a variety of conferences, which will include formal presentations of M.B.E./W.B.E. prime subcontract goals, opportunities and efforts to date. These conferences will be directed to existing and potential subcontractors, suppliers, construction employees, local businesses, and the press, to inform these groups of the goals to be achieved, the products and services needed, the format for submittal of bids, and timing requirements, among other important concerns.

### Affirmative Action As Part Of Contract Bidding Process.

#### Pre-Evaluation Of Contract Bidders.

Comprehensive affirmative action information will be sought from each bidding Contractor, after these entities are identified. The necessary information will include (at a minimum):

- Any present Affirmative Action Plans.
- Examples of affirmative action efforts in past projects, including joint ventures.

- Minority and female work-force utilization.
- Identification of Contractor personnel responsible for affirmative action.
- Other relevant affirmative action information provided by those Contractors bidding on the project.

The Affirmative Action Consultant will review with the Joint Venture the information concerning the Contract bidder's prior performance. This background information shall serve to measure the efforts of the bidders with respect to the bid proposal.

#### Interview With All Contract Bidders.

After the pre-evaluation of Contract bidders has taken place, an in-depth interview will be held with each of the bidding Contractors to further discuss past and anticipated affirmative action efforts. The highest possible ranking representative of the Joint Venture will personally stress the importance of aggressive efforts to each bidder in order to achieve significant M.B.E./W.B.E. participation and employment on the project.

Representatives of the Joint Venture will also review with each bidder the provisions regarding affirmative action activities set forth in this program that would be incorporated into the general contract. Bidders shall be made aware of what efforts are expected of prime contractors to aid the bidding Contractor in meeting its affirmative action goals through the development and distribution of an affirmative action/E.E.O. handbook. It will be further emphasized at a series of meetings that affirmative action responsibility and efforts are a critical component of the project and important to their success in preparing a successful bid proposal.

Following these interviews, a number of questions shall be prepared by the Affirmative Action Consultant. Representatives of the bidding Contractors will be contacted by telephone prior to the final date for bid submissions. Contractors will be asked to relate affirmative action experience (e.g. utilization of directories or other sources) to date as well as comment on elements of their proposed affirmative action program. Again, the purposes of these follow-up interviews will be to reiterate the Joint Venture's concern and commitment to a carefully prepared and innovative affirmative action program.

#### Additional Efforts During Contract Bidding Process.

Contact names and firms expressing interest in the project will also be provided to the bidding Contractors. At the same time, plans and specifications for the project will be supplied, at no cost, to selected minority business, trade, and community based organizations. These groups shall include the Chicago Urban League, National Association of Women Business Owners, CEDCO Contractors Division, Black Contractors

United, National Association of Minority Contractors, Cosmopolitan Chamber of Commerce, Latino Institute, Association of Asian Construction Enterprises, among others. All Contract bidders will be made aware of this distribution and will be urged to aggressively pursue M.B.E./W.B.E. participation.

Additional activities or M.B.E./W.B.E. involvement that contributed to or would contribute to an innovative and committed affirmative action program are to be highlighted by the Contract bidder. Any special awards, recognition, or performance related to minority business participation and employment shall also be documented by the Contract bidder as part of its Affirmative Action Plan.

**Affirmative Actions Part Of Contract Award Process.**

**General Contract Affirmative Action Language.**

Once awards are made, Contract documents provided by the Joint Venture will incorporate the requirements of the Affirmative Action Program. This language will govern the activities of the General Contractor and its subcontractors. The provisions will be deemed to be incorporated into any contract for labor or materials entered into by the General Contractor.

The General Contractor shall be responsible for administration of these provisions as well as for measuring affirmative action efforts of all of its subcontractors. The Joint Venture will instruct the General Contractor to inform all participating subcontractors in writing of M.B.E./W.B.E. requirements and affirmative action provisions that would be part of the project.

The General Contractor will be expected to use demonstrated successful techniques, as well as new methods, to achieve its affirmative action goals.

**Commitment To Goal Attainment.**

In order to assure the Joint Venture of diligent and sustained attention to the provisions of the Affirmative Action Program as set forth herein, the Joint Venture will require the awarded General Contractor to commit to all affirmative action goals in its contract with the Joint Venture. This commitment is to be applied to all of the General Contractor's subcontracts, and shall be included in any agreements for purchase of service and/or supplies.

**Cooperation On "Stretch" Goals.**

The General Contractor shall be encouraged to cooperate on "stretching" its goals wherever opportunities present themselves, in order to improve the actual percentage of minority and female participation. For example, if M.B.E./W.B.E. participation goals are met early in the project, the Joint Venture expects the General Contractor to aggressively continue its affirmative action efforts and exceed the agreed upon goals, where possible, e.g., purchasing supplies/materials on a continued basis from M.B.E./W.B.E. firms, as third-tier subcontracting efforts. The cooperation of the General Contractor with respect to "stretch goals" will be a critical component of the Joint Venture's overall efforts.

#### General Contractor Affirmative Action Officer Responsibilities.

The General Contractor shall be required to identify its own Affirmative Action Officer. This Officer will be required to attend meetings of the Joint Venture and Contractors in connection with affirmative action and will be responsible for the prompt submission of any required reports. The Officer will also be required to meet with the Affirmative Action Consultant for the project, on an 'as needed' basis. This individual will be responsible for the day-to-day evaluation efforts as they relate to the Joint Venture's Affirmative Action Program.

#### D. Outreach Conferences.

##### Subcontractor's Conference.

The Joint Venture's M.B.E./W.B.E. policies and goals will be emphasized at a Subcontractor's Conference which will include a formal presentation of the M.B.E./W.B.E. prime subcontract goals and efforts to date. Existing subcontractors on the job will also be able to review strategies to help them meet their goals, consider joint venture partners and receive assistance in creating job efforts.

Both existing and potential subcontractors will be invited to participate in this conference. The General Contractor, representatives from the Joint Venture and its Affirmative Action Consultant, any interested contracting organization representatives, and minority and female contracting firms will also be in attendance.

Invitations to this conference will describe generally the goals to be achieved, the products and services needed, the format for submittal of bids, and timing requirements. Requests for bids are expected to be sent out following the conference to those firms expressing interest in participating in the subcontractor bidding process.

The following organizations will receive a letter describing the O'Hare Technical Center project and the Subcontractor Conference to be held requesting their assistance in inviting minority and women firms to participate in the conference. The organizations will be asked to disseminate the information to those firms who have a high potential for obtaining work on the project.

1. Association of Asian Construction Enterprises  
333 North Ogden Avenue  
Chicago, Illinois 60607  
Attention: Mr. Linval Chung, President  
421-4711
2. Black Contractors United  
1641 North Milwaukee Avenue  
Chicago, Illinois 60647  
Attention: Mr. Glenn M. Harston, President  
342-8484
3. Hispanic-American Construction Industry Association  
(H.A.C.I.A.)  
222 West Adams Street  
Chicago, Illinois 60604  
Attention: Mr. Peter Martinez, Executive Director  
641-2907
4. Small Business Development Center For Women  
230 North Michigan Avenue -- Unit No. 1800  
Chicago, Illinois 60601  
Attention: Ms. Hedy Ratner  
853-3477
5. Chicago Regional Purchasing Council  
36 South Wabash Avenue -- Unit No. 925  
Chicago, Illinois 60602  
Attention: Ms. Mae Foster-Thompson  
263-0105

The Subcontractor Conference will cover the following topics:

1. Background information regarding the project and Joint Venture.
2. Description of the type of products and services (including second-tier subcontracting opportunities) required during the construction phase.
3. Affirmative action goals and requirements.
4. Bidding procedures, contact persons.
5. Certification, bonding, and payment procedures.

After a general overview, representatives of the Joint Venture, the General Contractor, prime subcontractors and interested minority and female subcontractors will participate in individual meetings with one another to gain a fuller understanding of what opportunities exist in each of the major trade areas.

Follow-up evaluation of the conference shall be conducted by the Chicago Regional Purchasing Council (C.R.P.C.) to determine contractor perception of the event and overall participation that results from the joining of M.B.E./W.B.E. to prime and general contractors.

#### Supplier Conference.

Supply opportunities on the project will be emphasized at a Supplier's Conference.

The primary purpose of the Supplier's Conference will be to present affirmative action goals to each contractor hired for the project and encourage each of them to enter into contracts with minority and women-owned supply firms. Announcements will be made by the Joint Venture and General Contractor of efforts taken to date to match qualified M.B.E./W.B.E. vendors with supply opportunities existing on the project. Prime subcontractors will be encouraged to communicate directly with women minority business organizations and potential minority and female-owned supply firms attending the conference as well as throughout the construction phase.

Participants at the conference will include representatives from the following:

- 1) O'Hare Technical Center Associates (Joint Venture).
- 2) Affirmative Action Consultant.
- 3) General Contractors.
- 4) Prime Subcontractors.
- 5) Interested Agencies and Organizations.
- 6) Minority and Female-Owned Supply Firms.

The General Contractor will be responsible for discussing performance/quality requirements and general goals and expectations for all M.B.E./W.B.E firms at this conference.

At the completion of the conference, those M.B.E./W.B.E. firms that are interested in submitting bids will request bid packets from the subcontractors attending the conference. Representatives of the General Contractor and its subcontractors will be available for



phone consultation to provide additional assistance as bids are prepared. Specifications will be made available upon request.

Similar to the Subcontractor Conference, follow-up evaluation of the conference shall be performed to assess the usefulness of and participation generated by the event.

#### Business/Community Associations Conference(s).

The Joint Venture intends to communicate affirmative action progress on the project to appropriate agencies and organizations who represent certain business and ethnic groups within the City. Those entities serving dual purposes between business and community shall be identified and invited to attend such conferences on a quarterly basis. Past and current efforts, recent accomplishments and opportunities for minority and female contracts and/or employment on the project shall be presented. Discussion among these groups shall be highly encouraged, and recommendations by these groups and associations will be considered by the Joint Venture and its contractors.

#### Press Conference.

The Joint Venture will continue to move aggressively to meet and/or exceed the goals of the project. In order to ensure positive press and community feedback, a Press Conference, as well as other public relations efforts will be initiated. The Press Conference will provide a setting where interested local and national media sources can be informed of the affirmative action progress to date. This conference will be one component of a consistent, well-planned media management program developed to lend support and provide appreciation of the Joint Venture efforts to involve M.B.E./W.B.E. participation.

To implement this conference, the Joint Venture will:

- A. Identify and allocate a time convenient to all interested parties.
- B. Invite:
  - 1) Joint Venture Representatives.
  - 2) Affirmative Action Consultant.
  - 3) General Contractor.
  - 4) Prime subcontractors.
  - 5) Minority firms with awarded contracts.

- 6) Daily, community and special interest newspaper reporters.
- 7) Local and network radio and television reporters and/or personalities.
- 8) Magazine (trade and special interest) reporters.

C. Provide a forum to communicate affirmative action efforts undertaken and the project's opportunities for minorities, women and disadvantaged firms. This forum will also attempt to convey on a national level that the City of Chicago has superior development talent and when, combined with excellent minority partners, which prestigious projects can be developed that bring high praise to both the City and the developers.

#### E. Supplier Utilization.

The General Contractor's commitment to meet its goals for M.B.E./W.B.E. participation will likely be supported through direct contracts with M.B.E./W.B.E. firms. In addition, however, the overall Joint Venture's affirmative action goals will be attained by requiring that any non-minority prime subcontractors or suppliers will seek to enter into contracts with second and third tier contractors. Utilization of local suppliers and fabricators for materials and supplies will therefore be highly encouraged at every level of the project. Specific goals will be established among each prime subcontractor or supplier to the extent there are M.B.E./W.B.E. business opportunities within their contracts with the General Contractor. Subcontract goals will be established for minority as well as non-minority prime subcontractors.

The Joint Venture and General Contractor will review said goals at a Supplier Conference (See Section 3.2). At the conference, the sponsors will communicate what matching efforts have taken place related to supply opportunities and usage of qualified M.B.E./W.B.E. vendors and announce which supply areas are still available for M.B.E./W.B.E. participation. There will be a list of anticipated supply opportunities for the project generated prior to any supplier conference.

#### F. Post-Construction Efforts.

The Joint Venture has a commitment to use minority and female-owned firms in the operations of its facilities.

The operations phase of O'Hare Center will be an opportunity to continue the affirmative action efforts undertaken during the earlier phases of the project. To this end, the Joint Venture has outlined areas where roles exist for minorities and women after the building has been constructed.

### Suppliers Of Services.

The Joint Venture will identify permanent opportunities for minorities and women in the supply, service and employment areas.

M.B.E./W.B.E. firms will be contacted to provide services in the areas listed below, but are not limited to only these areas:

- Building Maintenance.
- Landscaping.
- Window Washing.
- Security.
- Uniforms.
- Towel/Tissue.
- Cleaning Supplies/Janitorial.
- Refuse Removal.
- Electric.

### Tenant Build-Out Opportunities.

It is the expectation of the Joint Venture that upon completion of the shell and core of the building, the aforementioned affirmative action goals will be in effect in connection with the construction of tenant premises by the Joint Venture. Interior and finish tradework including electric, plumbing, carpentry, plaster, et cetera will be available for potential M.B.E./W.B.E. participation.

### G. Reporting Mechanisms.

#### Internal Reporting.

A specific objective of the Affirmative Action Program will be to review, analyze, critique and ultimately approve periodic updates on the affirmative action efforts on the project. To this end, a methodology for monthly review of efforts and their applicability to project goals

will be developed and instituted. This system will be utilized to resolve any conflicts that may become apparent during the course of the project in relation to project goals.

Program reports of different aspects of the development will be prepared and presented at monthly meetings of the Joint Venture, General Contractor, Prime Contractors and the Affirmative Action Officers. The internal reports prepared by the General Contractor will include aggregate data related to M.B.E./W.B.E. contracting, total dollars awarded, minority and female employment and awards to small contractors prepared on a monthly, quarterly and twelve (12) month basis. Any additional efforts that took place on the part of the General Contractor or its subcontractors shall also be included in this internal report. This data will be evaluated to determine what appropriate measures should be undertaken in order to overcome any deficiencies indicated by the data.

#### Form Utilization.

The information collected for both the monthly, quarterly and twelve (12) monthly reports shall be included in forms developed by the Affirmative Action Consultant and prepared and submitted by the General Contractor and its subcontractors. The reports shall be verified by the appropriate affirmative action designee of the General Contractor and shall contain the pertinent information on numbers of work hours, individual by race and sex, etc.

#### H. Public Relations.

Through established media consultants, the Joint Venture will ensure that its affirmative action efforts are viewed in a positive manner by the community. Information describing the Joint Venture's direct and consistent regard for affirmative action in development projects and the benefits derived from such efforts will be transmitted to all sectors.

The delivery of the message the Joint Venture wishes to convey shall be accomplished in a variety of communication programs, which include: outreach conferences, newsletters and reports with affirmative action slogans and highlights of the project; continued media penetration by the Joint Venture and its affiliates; and linkages with various business and community organizations.

The public relations efforts described herein represent the Joint Venture's commitment to open channels of communication throughout the life of the project and its deep concern for initiating affirmative action efforts and reporting their benefits to the development of O'Hare Center.

Communication will be encouraged between the Joint Venture and minority and majority business leaders, along with minority community organizations. Also, there will be an ongoing relationship with M.B.E./W.B.E. small business groups locally and all minority/women employment-related associations. Nationally, M.B.E./W.B.E. business

groups will be notified of all opportunities and encouraged to participate in O'Hare Center contracting and employment affirmative action processes.

#### I. Special Affirmative Action Efforts.

##### Joint Venture/Mentor Arrangements.

Whenever possible, joint venture/mentor relationships involving minority or female-owned firms will be fostered to improve the project's overall M.B.E./W.B.E. participation, and offer significant opportunities for M.B.E./W.B.E. business development. The General Contractor will encourage such arrangements and provide assistance in joint venture structuring between M.B.E./W.B.E. and other subcontractors. It is understood that in certain work areas, the number of qualified M.B.E./W.B.E.'s may be low. Thus, any qualified firms that are known by the General Contractor or the Affirmative Action Consultant shall be identified with the intent of fostering relationships between potential M.B.E. and non-M.B.E. joint venture partners. Technical assistance may be provided to eligible M.B.E./W.B.E. firms in order to structure and implement the joint ventures.

##### "Stretching The Goals" To Second And Third-Tier Firms.

In addition to identifying M.B.E./W.B.E. contractor and subcontractor opportunities, second-tier and third-tier opportunities will also be identified. These opportunities generally exist among the subcontractor and supply contracts of secondary, non-prime contractors on the job.

As part of their affirmative action responsibilities, the General Contractor and its subcontractors will be required to adhere to the affirmative action goals within their contracts and also to request that prime minority and non-minority subcontractors attempt to enter into second-tier or third-tier subcontracts with M.B.E./W.B.E. firms. The specific subcontractor goals will be determined based upon the extent to which there are M.B.E./W.B.E. business opportunities available within their contracts. The availability of prospective second-tier or third-tier minority and female-owned subcontractors shall also be considered in developing these subcontract goals.

Any subcontractors with contracts having numerous opportunities for M.B.E./W.B.E. participation along with having sufficient resources and capabilities to identify, negotiate and ultimately hire other minority firms will be encouraged to set the highest subcontract goals. Those prime subcontracts in which there are few opportunities for M.B.E./W.B.E. firms will be encouraged to make a best effort to attain the affirmative action goals outlined in the Program.

The General Contractor will also encourage the use of M.B.E./W.B.E. and local suppliers and fabricators for materials and supplies for the project. Potential areas where minority and women-owned businesses can be utilized to supply materials will also be developed.

Minority/Women-Owned Firms As Tenants.

The Joint Venture envisions O'Hare Technical Center as being a high tech, 'state of the art' property, that will attract premium tenants which will generate revenues that are shared between the Joint Venture and the City of Chicago. Because revenue is shared, all parties to the agreement have a vested interest in insuring that the most qualified tenants comprise the mix in the development. All the Principles of the Joint Venture believe a natural opportunity exists for minority and women-owned firms to be a part of this tenant mix. In order to spur the notion of possible M.B.E./W.B.E. tenant involvement, the Joint Venture commits to a best effort program of identifying and marketing to minority and women-owned firms with a goal of having a minimum of 10% of rentable space leased to these type of firms. Specific marketing strategies will be identified prior to notice to proceed from the City of Chicago.

*Exhibit "E".*

*Chicago First Hiring Program Agreement.*

May 18, 1988.

Mr. Leroy Bannister  
First Deputy Commissioner  
Department of Purchases  
City of Chicago  
121 North LaSalle Street  
City Hall, Room 403  
Chicago, Illinois 60602

Ref: Chicago First Employment Plan

DEAR MR. BANNISTER:

O'Hare Technical Center Associates commit to execute a First Source Agreement similar to the enclosed 'sample' City of Chicago-Chicago First Employment Plan. This agreement would be executed within ten (10) days of a notice to proceed executed by the city.

Sincerely,

O'Hare Tech Center Associates

(Signed) FRANK B. BROOKS,  
*President,*  
*O'Hare Development Group,*  
*Incorporated.*

(Signed) THOMAS A. SNITZER,  
*President,*  
*O'Hare Tech, Incorporated.*

City Of Chicago

Chicago First Employment Plan

First Source Agreement.

The First Source Agreement for recruitment, referral and hiring is between the City of Chicago, Mayor's Office of Employment and Training, Chicago First Office (hereinafter referred to as the "Agency"), and O'Hare Tech Center Associates (hereinafter referred to as "Employer"). Under this First Source Agreement, Employer will use the Agency as its first source of recruitment and referral in hiring for covered positions.

*Witnesseth:*

Whereas, A primary objective of the City's First Source Hiring Program is to ensure that unemployed Chicago residents are considered first for jobs created through community or economic development projects on City-owned land; and

Whereas, Employer is a recipient, directly or indirectly, of the benefits of some form of consideration from the City of Chicago given, in part, in response to employer's consent and commitment to negotiate and enter into this First Source Agreement;

Now, Therefore, the parties hereto represent and agree as follows:

I. General Items:

- A. The Agency wishes to assure continuing employment opportunities for unemployed City residents with employers within the Chicago Metropolitan area.
- B. The Employer agrees to use the Agency as a first source of recruitment and referral in hiring for employees in covered positions. The terms of this Agreement will be accomplished through the cooperation of the Chicago First Office.
- C. The Agency will provide employment recruitment and referral services to the employer subject to the limitations set out in this Agreement.
- D. This Agreement shall take effect when signed by the parties below and shall be in full force and effect \_\_\_\_\_ until \_\_\_\_\_.

II. Recruitment.

- A. The Agency and Employer agree that for purposes of this Agreement, 'covered positions' include entry level and new positions required for construction and operation of the project. Nothing in this Agreement will release the Employer from his obligation to interview candidates for covered positions with persons referred by the Agency except as stated below in items III (Referral) and IV (Hiring).
- B. At least ten (10) working days prior to the anticipated hiring dates, the Employer will notify the Agency of its need for new employees in covered positions by completing a 'Job Order Form' (Attachment B) for each job title. This form is to be completed in consultation with a Chicago First (Agency) representative. Applicants who meet these qualifiable and objective minimum job qualifications will be deemed to be 'qualified persons', for purposes of this Agreement.
- C. The Employer will also notify the Agency of all position vacancies which are not 'covered positions' as described in Sections II A, B and C above as they occur. Notification should include qualifications, the rate of pay and the anticipated hiring dates. The Employer will also notify the Agency of the date by which the Agency must refer



qualified applicants to the Employer for management, technical and professional vacancies.

- D. Job openings to be filled by internal promotion from within the Employer's local work force need not be referred to the Agency for referral and hiring. If, however, a job opening is created as a result of an internal promotion, the provisions of Section II A above shall apply.
- E. Employer will establish, in conjunction with Agency, a job referral division. The primary responsibility of this division will be to refer applicants to tenants of the development. Job training, intake and assessment, preliminary screening and pre-qualifications will be some of the functions accomplished by the division.
- F. All tenants will have incorporated in their leases, the Affirmative Action goals and objectives of the Employer. Tenants will be requested to adhere to those goals.

V. Controlling Regulations And Laws.

- A. If this Agreement conflicts with any labor laws or other government regulation, the laws or regulation shall prevail.
- B. The Employer will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[Signature forms omitted for printing purposes.]

*Exhibit "F".*

*In-Kind Consideration Plan.*

*Developer Contribution Form.*

1. Value of suggested in-kind contribution: \$280,000

2. Derivation of in-kind developer contribution:

Fourteen (14) Chief Executive Officers and/or senior managers are listed below:

Marshall Bennett, President  
Marshall Bennett Enterprises

Paul King, Chairman  
UBM, Incorporated

Thomas A. Snitzer, President  
Snitzer & Company

Mitchell Watkins, President  
Mitchell Watkins & Associates

Thomas Kapsalis, President  
K & D

Odell Hicks, President  
Odell Hicks & Company

Larry Okrent, President  
Okrent & Associates

Jerry Jones, President  
Sonicraft

Henry Teague, President  
Teaco Construction

Frank Brooks, President  
Brooks Sausage, Incorporated

Donald I. Kane, President  
Kane, McKenna and Associates, Incorporated

Philip R. McKenna, Chairman  
Kane, McKenna and Associates, Incorporated

Joseph A. Williams, President  
Target Group, Incorporated

John Drummond, Vice-President  
K&D Development

The above fourteen (14) individuals commit eighty (80) hours, individually, of time to worthy projects in the communities and neighborhoods of Chicago. The projects will be identified by the Department of Neighborhoods which is a part of the City's Department of Planning.

3. Narrative Description Of Suggested In-Kind Contributions And Their Time Of Delivery:

Chief Executive Officers and/or senior management of professional, consulting, development, construction, affirmative action, land planning, manufacturing and, financial packaging firms commit to use their individual capabilities in a collaborative effort of significance to the City of Chicago. This collaborative intends to make itself available to the City of Chicago as a team to evaluate, instruct, provide technical assistance, develop strategies, create programs and the mechanisms necessary to implement these programs in neighborhoods or communities designated by the City and agreed to by the collaborative.

The collaborative would work in conjunction with the Department of Planning's Department of Neighborhoods. Community/neighborhood projects of interest would be submitted to the collaborative. The collaborative would respond within ten (10) working days as to its ability to proceed and how it proposed to approach the project if a go-forward commitment was made. Hours of the C.E.O.s and senior managers would be logged and submitted monthly for verification to the City. The collaborative would seek to participate in only those projects where the time to complete the effort was commensurate with the collaborative's understanding of the scope of the project. Once committed, the collaborative would continue to provide hours necessary to complete the agreed upon effort.

The collaborative would be ready to commence the 'in-kind' contribution effort upon receipt of a notice to begin negotiations for Site 19.

4. Analysis of value of in-kind contribution:

14 individuals

x 80 hours per each individual

1,120 Total Hours Committed

1,120 hours at the rate of \$250.00, which is a conservative rate for senior executives in private enterprise.

1,120 hours

x \$250.00/hour

\$280,000.00 Total Value of Contribution

5. Special commitment to do an in-kind contribution:

The above listed collaborative, being mindful of the City's desire to foster development in the neighborhoods of Chicago (particularly on the south and west side) is willing to commit to a development of the appropriate size of \$5,000,000 in an area that is mutually agreeable to the City and the collaborative. This development commitment would be made a part of the negotiations initiated covering Site 19, but would not be a part of the funding mechanism associated with the Site 19 Development Project.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 185 BY  
INCREASING RATES FOR WATER SERVICE.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of March 23, 1989, pages 26141 and 26147 through 26153, recommending that the City Council amend Chapter 185 of the Municipal Code by increasing the rates for water service.

Alderman Burke submitted the following substitute ordinance:

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

SECTION 1. Chapter 185, Section 185-26 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-26. The minimum amount to be charged for water service to any building, structure or premises fronted by a public street, in or to which such building, structure or premises any water supply is laid, but excepting such service which is wholly controlled by meter, shall be as follows:

(Continued on page 430)

**Exhibit "A".**

**(Page 1 of 2)**

*Legal Description Of Premises.*

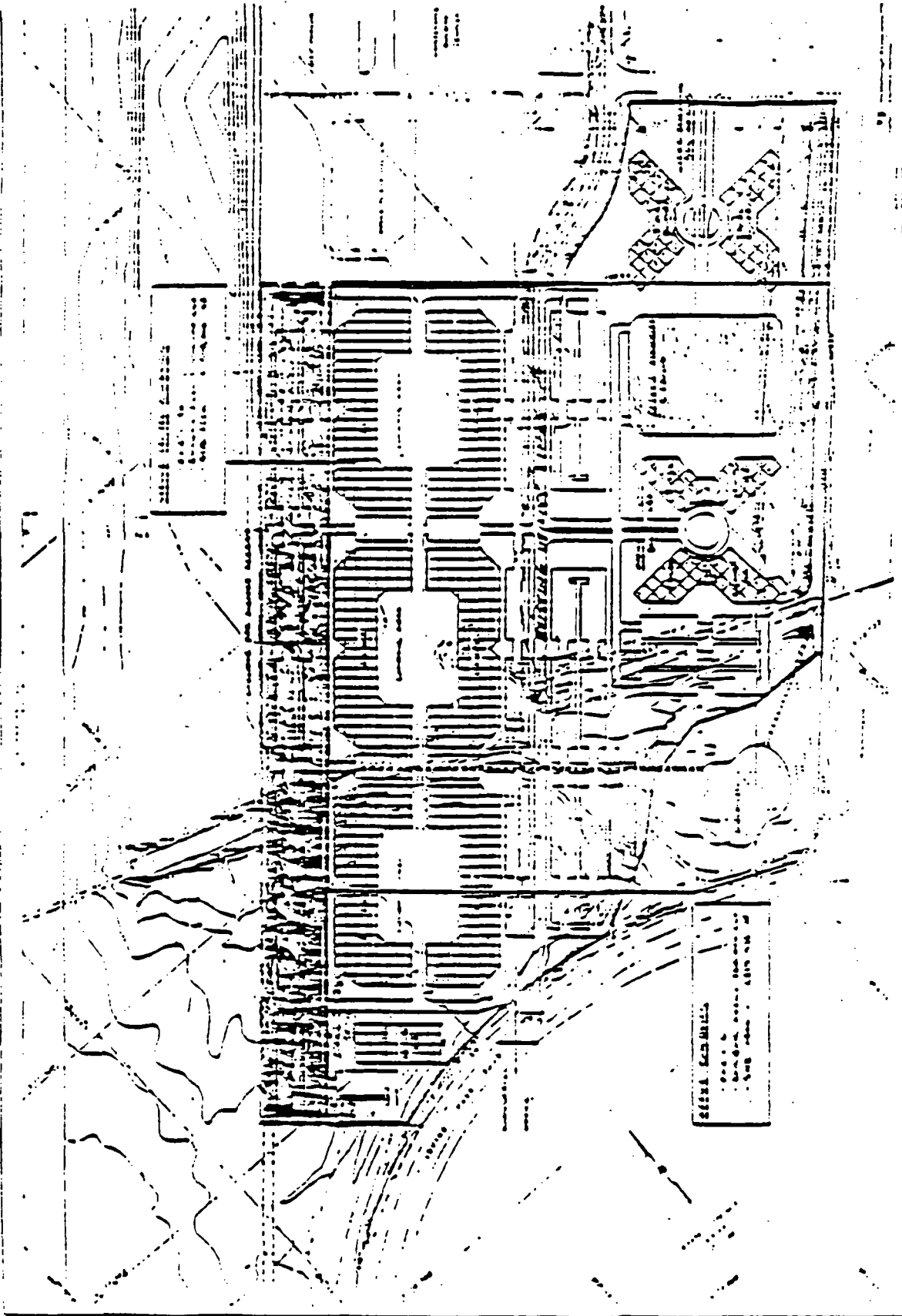
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Exhibit "A".

(Page 2 of 2)



**Exhibit "A-1".****(Page 1 of 2)***Legal Description Of Phase Parcels.***Phase 1 Parcel**

[insert legal description]

**Phase 2 Parcel**

[insert legal description]

**Phase 3 Parcel**

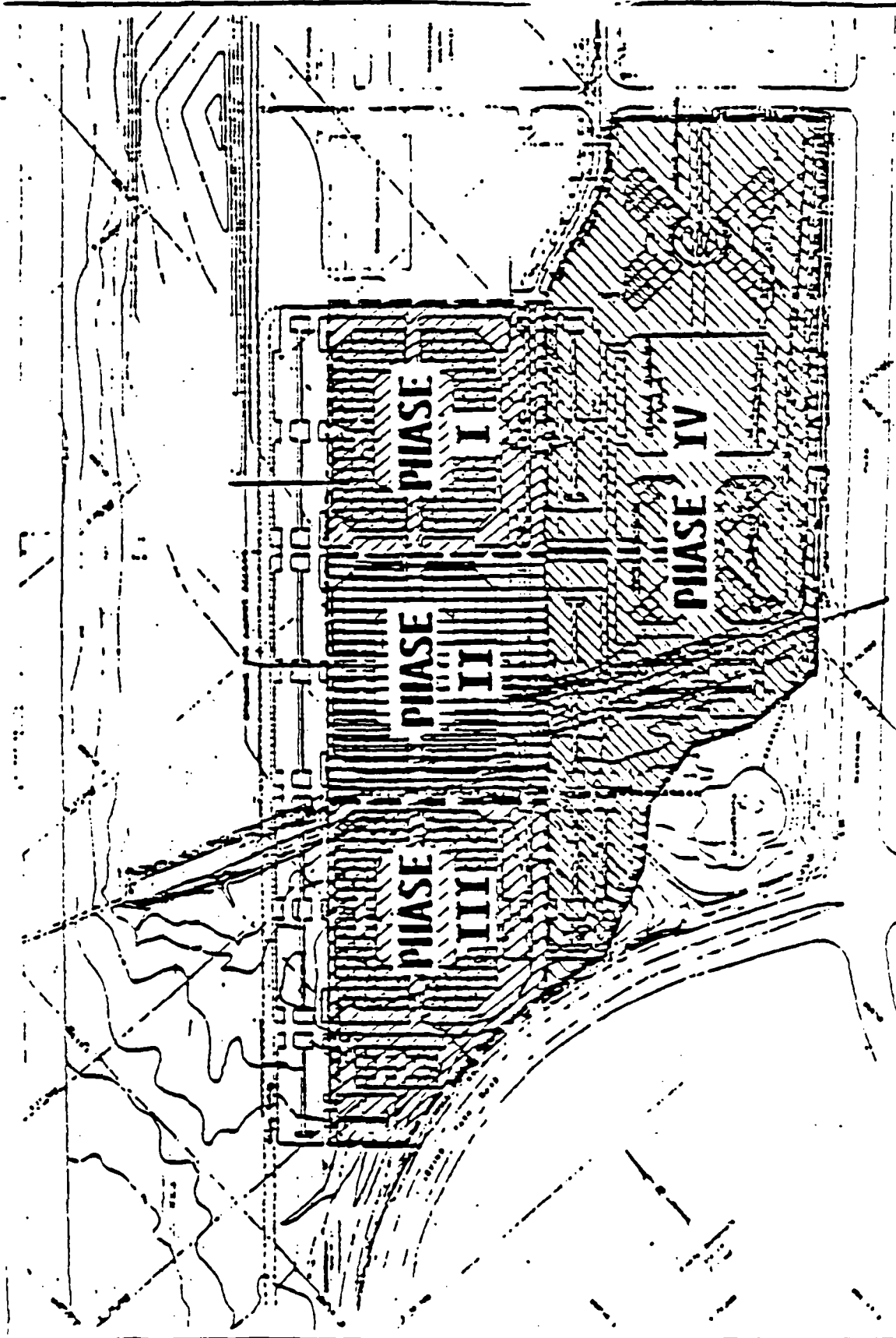
[insert legal description]

**Phase 4 Parcel**

[insert legal description]

Exhibit "A-1".

(Page 2 of 2)



O'HARE INTERNATIONAL AIRPORT DEVELOPMENT  
SITE #19 PHASING PLAN

O'HARE  
TECH  
CENTER



(Continued from page 425)

|  |           |          |
|--|-----------|----------|
| For buildings having a front width of 12<br>feet or less ..... | [\$24.90] | \$ 28.90 |
| For buildings having a front width:                            |           |          |
| Exceeding 12 feet but not exceeding<br>15 feet .....           | [ 34.20]  | 39.70    |
| Exceeding 15 feet but not exceeding<br>18 feet .....           | [ 46.70]  | 54.20    |
| Exceeding 18 feet but not exceeding<br>21 feet .....           | [ 56.50]  | 65.50    |
| Exceeding 21 feet but not exceeding<br>24 feet .....           | [ 59.80]  | 69.40    |
| Exceeding 24 feet but not exceeding<br>27 feet .....           | [ 69.30]  | 80.40    |
| Exceeding 27 feet but not exceeding<br>30 feet .....           | [ 81.50]  | 94.50    |
| Exceeding 30 feet but not exceeding<br>33 feet .....           | [ 90.40]  | 104.90   |
| Exceeding 33 feet but not exceeding<br>36 feet .....           | [ 94.00]  | 109.00   |
| Exceeding 36 feet but not exceeding<br>40 feet .....           | [109.30]  | 126.80   |
| Exceeding 40 feet but not exceeding<br>44 feet .....           | [116.30]  | 134.90   |
| Exceeding 44 feet but not exceeding<br>48 feet .....           | [125.40]  | 145.50   |
| Exceeding 48 feet but not exceeding<br>52 feet .....           | [135.10]  | 156.70   |
| Exceeding 52 feet but not exceeding<br>56 feet .....           | [144.30]  | 167.40   |

|  |          |        |
|--|----------|--------|
| Exceeding 56 feet but not exceeding<br>62 feet ..... | [154.10] | 178.80 |
| Exceeding 62 feet but not exceeding<br>67 feet ..... | [159.70] | 185.30 |
| Exceeding 67 feet but not exceeding<br>72 feet ..... | [169.30] | 196.40 |
| Exceeding 72 feet but not exceeding<br>77 feet ..... | [178.70] | 207.30 |
| Exceeding 77 feet but not exceeding<br>82 feet ..... | [188.30] | 218.40 |
| Exceeding 82 feet but not exceeding<br>87 feet ..... | [200.70] | 232.80 |

For each additional five feet, or major fraction thereof, in excess of 87 feet a charge of [nine dollars and sixty cents (\$9.60)] \$11.10 shall be made.

Wings, bays or projections of a depth not greater than [seventy-five per cent] 75% of the depth of the main portion of the structure shall have but one-half of their front width included in computing the front width of the building.

In applying the aforesaid schedule to buildings, structures or premises where the outline is a right-angle triangle, only two-thirds of the measurement of the base of such triangular outline shall be taken as the front width.

Where the measurement of the front width of a building of a rectangular outline is greater than the measurement of its depth, the measurement of such depth may be taken instead of the measurement of the front width in applying the schedule of frontage charge.

For each story in height or building in excess of one story, a charge of [fifteen dollars and twenty cents (\$15.20)] \$17.60 per annum shall be made in addition to the foregoing.

The term story as used in the foregoing shall include:

- (a) Basements containing two or more finished rooms, not including laundry rooms.
- (b) Basements or attics used for business purposes, other than those used exclusively for storage, and in which no person is regularly employed.
- (c) Attics containing two or more finished rooms.

Outbuildings, rear buildings or buildings on alleys shall be exempt from service charge when located in the rear of other buildings assessed such service charge; but such buildings shall not be considered as rear buildings when fronted by any street.

For the purpose of assessment, the occupancies of buildings, structures or premises shall be classified as nearly as possible as follows:

Class A. Buildings used as private residences exclusively, which are occupied by members of one family only, and in which no portion of the building is rented or maintained for rent to other persons.

Class B. (b1) Flat or apartment buildings containing one or more flats or apartments with a minimum of one water closet, one bath and one sink.

(b2) Flat or apartment buildings not having baths for any of the flats or apartments.

The amounts to be charged for service to buildings in Class A shall be the amount heretofore specified as minimum charge for service. This charge shall include service for all ordinary domestic fixtures and openings, but shall not include service for outbuildings, air conditioning, or use of hose for sprinkling, washing or like purposes, or other devices which require large amounts of water. Such service as is not included shall be charged for additionally at rates hereinafter specified.

The amounts to be charged for service to buildings in Class B shall be the amounts heretofore specified as minimum charge for service, and this charge shall include, in Class (b1), one flat or apartment equipped with not less than one water closet, one bath and one sink, and in Class (b2), one water closet and two family sinks, each of such sinks being open to use of not to exceed one family. If either sink is open to use of other families a charge of [~~\$31.30~~] \$36.30 per annum shall be made for each such other family.

For each other flat or apartment equipped with not less than one water closet, one bath and one sink, a charge of [~~\$72.60~~] \$84.20 per annum shall be made.

For fixtures for use of apartments having less than the above equipment the following:

For each water closet -- per annum ..... [ ~~\$31.30~~ ] \$36.30

If such water closet is open to the use of more than one family, an additional charge of [~~\$31.30~~] \$36.30 shall be made for each such family.

For each wash basin -- per annum ..... [ \$9.60 ] \$11.10

For each family sink which is open to the use  
of not more than one family -- per annum ..... [ \$31.30]    \$36.30

If such sink is open to the use of more than one family, an additional charge of [\$31.30]  
\$36.30 per annum shall be made for each such family.

All openings at trays used for private laundry purposes shall be allowed with service charge, but service for outbuildings, air conditioning, use of hose for sprinkling, washing or like purposes, or other devices which require large quantities of water, shall not be included. Such service as is not included shall be charged for additionally at rates hereinafter specified.

For other special water fixtures or for other special or unusual use of water for which no charge is specified, the Commissioner of Water shall determine the amount to be charged for such special fixtures and for such use of water, such charge to be based on an estimate of the water used.

SECTION 2. Chapter 185, Section 185-27 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

185-27. In addition to other rates and charges assessed against any building, structure or premises, the supply to which is not controlled by meter, annual rates, or rates for other periods so specified, shall be assessed where fixtures, devices or occupancies are found, as follows:

For hose such as is ordinarily used for sprinkling, washing or like purposes, per season:

|   |            |         |
|---|------------|---------|
| For a frontage of 30 feet or less .....   | [ \$22.10] | \$25.60 |
| For a frontage exceeding 30 feet but<br>not exceeding 50 feet .....   | [31.30]    | 36.30   |
| For each additional 25 feet of frontage<br>or major fraction thereof .....  | [6.30]     | 7.30    |
| For aquariums with water connection, and a<br>capacity not to exceed ten cubic feet of<br>water, per season ..... | [22.10]    | 25.60   |
| For each additional ten cubic feet or major<br>fraction thereof .....   | [22.10]    | 25.60   |

## For foundations, per season:

|   |          |        |
|---|----------|--------|
| Each jet 1/16 of an inch or less .....                              | [50.30]  | 58.40  |
| Exceeding 1/16 of an inch but not<br>exceeding 1/8 of an inch ..... | [200.70] | 232.80 |
| Exceeding 1/8 of an inch but not<br>exceeding 1/4 of an inch .....  | [498.00] | 577.70 |

## Gardens sprinkled or irrigated which are not part of adjoining premises:

|  |          |        |
|--|----------|--------|
| For 3,000 square feet or less,<br>per season .....                                 | [22.10]  | 25.60  |
| For each additional 3,000 square feet<br>or major fraction thereof .....           | [9.60]   | 11.10  |
| For street sprinklers, motor driven,<br>operated for profit, per month, each ..... | [372.60] | 432.20 |
| Air conditioning charges for each<br>horsepower .....                              | [58.70]  | 68.10  |

## For building construction:

At the rate of [one dollar and no cents (\$1.00)] \$1.16 for every 1,000 cubic feet of building volume, or fraction thereof; provided, however, that no charge shall be less than [nine dollars and forty cents (\$9.40).] \$10.90.

## For alterations, repairs, or reconstruction of buildings:

An amount equal to [twenty-five percent] 25% of the amount charged for a building permit issued pursuant to Chapter 43 of this Code.

For other special water fixtures, or for any other special or unusual use of water for which no charge has been heretofore specified, the Commissioner of Water shall determine[d] the amounts to be charged for such special fixtures or for such use of water, such charge to be based upon an estimate of water used.

SECTION 3. Chapter 185, Section 185-28 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-28. When water is used for temporary purposes, or for purposes not herein otherwise specified, the quantity of water so used, or to be used, shall be estimated by the Commissioner of Water and shall be charged at the rate of [twenty-two cents (\$0.22) per one hundred] *\$0.26 per 100* gallons.

The amount to be charged for the use of water for such temporary or other purposes, when the quantity of water used or to be used shall have been estimated by the Commissioner, shall be paid in advance to the Department of Water by the person desiring to use such water at the rates herein fixed for such use.

SECTION 4. Chapter 185, Section 185-31 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-31. The rate for metered water shall be [five dollars and ninety-one cents per one thousand] *\$6.86 per 1,000* cubic feet, subject to a discount of [fourteen cents (\$0.14)] *\$0.17*, approximately 2-1/2% for each [one thousand] *1,000* cubic feet if payment is received by the Department of Water within [twenty-one] *21* calendar days of the time the bill therefor is mailed as shown by the records of the Department of Water. If such payment is made to an agent of the City of Chicago authorized to collect water rates the agent shall transmit the amount of any bills so paid to the cashier of the Department of Water, in order that payment is received in the Department within [twenty-one] *21* calendar days of the time the bill therefor is mailed as shown by the records of the Department. An expired discount may be allowed on only one bill for any premises in each calendar year. Where the correctness of the bill is disputed and where complaint of such incorrectness has been made within the period during which the bill for the premises involved would be subject to the usual discount and where the adjusting of such complaint requires additional time, said discount may be allowed up to and including the fifth day succeeding the remailing of such bill.

SECTION 5. Chapter 185.1, Section 185.1-2(a) of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185.1-2(a). A charge for sewer service and use of the sewerage system of the City of Chicago is hereby established. The charge shall be an amount equal to [84%] *78%* 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 [84%] *78%* 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 purpose 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 Dollars (\$500.00) charge for sewer service per semi-annual billing period.

SECTION 6. This ordinance shall take effect on May 1, 1989.

Alderman T. Evans then presented the following amendment:

*"Motion To Amend.*

Chapter 185, Section 185-26, Section 185-27, Section 185-28, and Chapter 185.1, Section 185.1-2(a) of the Municipal Code of Chicago are hereby amended to provide an exemption from the first Five Hundred Dollars (\$500.00) for water service and an exemption from the first Five Hundred Dollars (\$500.00) for sewer service for such property owned by and used as a residence by a senior citizen on a fixed income one who has a fixed income which does not exceed \$25,000 per year."

Alderman Burke moved to *refer* Alderman T. Evans' proposed amendment to the Committee on Finance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Bloom, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 39.

*Nays* -- Aldermen Rush, T. Evans, Steele, J. Evans, Davis, Orr -- 6.

Thereupon, Alderman T. Evans moved to refer Alderman Burke's proposed substitute ordinance to the Committee on Finance.

Alderman Burke moved to lay on the table Alderman T. Evans' motion to refer. The motion to *Lay on the Table Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Bloom, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 39.

*Nays* -- Aldermen Rush, T. Evans, Steele, J. Evans, Davis, Orr -- 6.

Alderman Burke then moved to substitute the foregoing proposed ordinance for the proposed ordinance printed in the *Journal of the Proceedings of March 23, 1989*. The motion to substitute *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Bloom, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Stone -- 39.

*Nays* -- Aldermen Rush, T. Evans, Steele, J. Evans, Davis, Orr -- 6.

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

*Yeas* -- Aldermen Roti, Bloom, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 42.

*Nays* -- Aldermen Rush, T. Evans, Steele, Shaw, Smith -- 5.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to same.

The following is said ordinance as passed:

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

SECTION 1. Chapter 185, Section 185-26 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-26. The minimum amount to be charged for water service to any building, structure or premises fronted by a public street, in or to which such building, structure or premises any water supply is laid, but excepting such service which is wholly controlled by meter, shall be as follows:

|  |           |         |
|--|-----------|---------|
| For buildings having a front width of 12 |           |         |
| feet or less .....                       | [\$24.90] | \$28.90 |



For buildings having a front width:

|  |          |        |
|--|----------|--------|
| Exceeding 12 feet but not exceeding<br>15 feet ..... | [ 34.20] | 39.70  |
| Exceeding 15 feet but not exceeding<br>18 feet ..... | [ 46.70] | 54.20  |
| Exceeding 18 feet but not exceeding<br>21 feet ..... | [ 56.50] | 65.50  |
| Exceeding 21 feet but not exceeding<br>24 feet ..... | [ 59.80] | 69.40  |
| Exceeding 24 feet but not exceeding<br>27 feet ..... | [ 69.30] | 80.40  |
| Exceeding 27 feet but not exceeding<br>30 feet ..... | [ 81.50] | 94.50  |
| Exceeding 30 feet but not exceeding<br>33 feet ..... | [ 90.40] | 104.90 |
| Exceeding 33 feet but not exceeding<br>36 feet ..... | [ 94.00] | 109.00 |
| Exceeding 36 feet but not exceeding<br>40 feet ..... | [109.30] | 126.80 |
| Exceeding 40 feet but not exceeding<br>44 feet ..... | [116.30] | 134.90 |
| Exceeding 44 feet but not exceeding<br>48 feet ..... | [125.40] | 145.50 |
| Exceeding 48 feet but not exceeding<br>52 feet ..... | [135.10] | 156.70 |
| Exceeding 52 feet but not exceeding<br>56 feet ..... | [144.30] | 167.40 |
| Exceeding 56 feet but not exceeding<br>62 feet ..... | [154.10] | 178.80 |
| Exceeding 62 feet but not exceeding<br>67 feet ..... | [159.70] | 185.30 |

|  |          |        |
|--|----------|--------|
| Exceeding 67 feet but not exceeding<br>72 feet ..... | [169.30] | 196.40 |
| Exceeding 72 feet but not exceeding<br>77 feet ..... | [178.70] | 207.30 |
| Exceeding 77 feet but not exceeding<br>82 feet ..... | [188.30] | 218.40 |
| Exceeding 82 feet but not exceeding<br>87 feet ..... | [200.70] | 232.80 |

For each additional five feet, or major fraction thereof, in excess of 87 feet a charge of [nine dollars and sixty cents (\$9.60)] \$11.10 shall be made.

Wings, bays or projections of a depth not greater than [seventy-five per cent] 75% of the depth of the main portion of the structure shall have but one-half of their front width included in computing the front width of the building.

In applying the aforesaid schedule to buildings, structures or premises where the outline is a right-angle triangle, only two-thirds of the measurement of the base of such triangular outline shall be taken as the front width.

Where the measurement of the front width of a building of a rectangular outline is greater than the measurement of its depth, the measurement of such depth may be taken instead of the measurement of the front width in applying the schedule of frontage charge.

For each story in height or building in excess of one story, a charge of [fifteen dollars and twenty cents (\$15.20)] \$17.60 per annum shall be made in addition to the foregoing.

The term story as used in the foregoing shall include:

- (a) Basements containing two or more finished rooms, not including laundry rooms.
- (b) Basements or attics used for business purposes, other than those used exclusively for storage, and in which no person is regularly employed.
- (c) Attics containing two or more finished rooms.

Outbuildings, rear buildings or buildings on alleys shall be exempt from service charge when located in the rear of other buildings assessed such service charge; but such buildings shall not be considered as rear buildings when fronted by any street.

For the purpose of assessment, the occupancies of buildings, structures or premises shall be classified as nearly as possible as follows:

Class A. Buildings used as private residences exclusively, which are occupied by members of one family only, and in which no portion of the building is rented or maintained for rent to other persons.

Class B. (b1) Flat or apartment buildings containing one or more flats or apartments with a minimum of one water closet, one bath and one sink.

(b2) Flat or apartment buildings not having baths for any of the flats or apartments.

The amounts to be charged for service to buildings in Class A shall be the amount heretofore specified as minimum charge for service. This charge shall include service for all ordinary domestic fixtures and openings, but shall not include service for outbuildings, air conditioning, or use of hose for sprinkling, washing or like purposes, or other devices which require large amounts of water. Such service as is not included shall be charged for additionally at rates hereinafter specified.

The amounts to be charged for service to buildings in Class B shall be the amounts heretofore specified as minimum charge for service, and this charge shall include, in Class (b1), one flat or apartment equipped with not less than one water closet, one bath and one sink, and in Class (b2), one water closet and two family sinks, each of such sinks being open to use of not to exceed one family. If either sink is open to use of other families a charge of [~~\$31.30~~] \$36.30 per annum shall be made for each such other family.

For each other flat or apartment equipped with not less than one water closet, one bath and one sink, a charge of [~~\$72.60~~] \$84.20 per annum shall be made.

For fixtures for use of apartments having less than the above equipment the following:

For each water closet -- per annum ..... [ ~~\$31.30~~ ] \$36.30

If such water closet is open to the use of more than one family, an additional charge of [~~\$31.30~~] \$36.30 shall be made for each such family.

For each wash basin -- per annum ..... [ ~~\$9.60~~ ] \$11.10

For each family sink which is open to the use of not more than one family -- per annum ..... [ ~~\$31.30~~ ] \$36.30

If such sink is open to the use of more than one family, an additional charge of [~~\$31.30~~ \$36.30] per annum shall be made for each such family.

All openings at trays used for private laundry purposes shall be allowed with service charge, but service for outbuildings, air conditioning, use of hose for sprinkling, washing or like purposes, or other devices which require large quantities of water, shall not be included. Such service as is not included shall be charged for additionally at rates hereinafter specified.

For other special water fixtures or for other special or unusual use of water for which no charge is specified, the Commissioner of Water shall determine the amount to be charged for such special fixtures and for such use of water, such charge to be based on an estimate of the water used.

**SECTION 2.** Chapter 185, Section 185-27 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

185-27. In addition to other rates and charges assessed against any building, structure or premises, the supply to which is not controlled by meter, annual rates, or rates for other periods so specified, shall be assessed where fixtures, devices or occupancies are found, as follows:

For hose such as is ordinarily used for sprinkling, washing or like purposes, per season:

|   |                        |                |
|---|------------------------|----------------|
| For a frontage of 30 feet or less .....   | [ <del>\$22.10</del> ] | <i>\$25.60</i> |
| For a frontage exceeding 30 feet but<br>not exceeding 50 feet .....   | [ <del>31.30</del> ]   | <i>36.30</i>   |
| For each additional 25 feet of frontage<br>or major fraction thereof .....  | [ <del>6.30</del> ]    | <i>7.30</i>    |
| For aquariums with water connection, and a<br>capacity not to exceed ten cubic feet of<br>water, per season ..... | [ <del>22.10</del> ]   | <i>25.60</i>   |
| For each additional ten cubic feet or major<br>fraction thereof .....   | [ <del>22.10</del> ]   | <i>25.60</i>   |

For fountains, per season:

|  |          |        |
|--|----------|--------|
| Each jet 1/16 of an inch or less .....                           | [50.30]  | 58.40  |
| Exceeding 1/16 of an inch but not exceeding 1/8 of an inch ..... | [200.70] | 232.80 |
| Exceeding 1/8 of an inch but not exceeding 1/4 of an inch .....  | [498.00] | 577.70 |

Gardens sprinkled or irrigated which are not part of adjoining premises:

|   |          |        |
|---|----------|--------|
| For 3,000 square feet or less, per season .....                                 | [22.10]  | 25.60  |
| For each additional 3,000 square feet or major fraction thereof .....           | [9.60]   | 11.10  |
| For street sprinklers, motor driven, operated for profit, per month, each ..... | [372.60] | 432.20 |
| Air conditioning charges for each horsepower .....                              | [58.70]  | 68.10  |

For building construction:

At the rate of [one dollar and no cents (\$1.00)] *\$1.16* for every 1,000 cubic feet of building volume, or fraction thereof; provided, however, that no charge shall be less than [nine dollars and forty cents (\$9.40).] *\$10.90*.

For alterations, repairs, or reconstruction of buildings:

An amount equal to [twenty-five percent] *25%* of the amount charged for a building permit issued pursuant to Chapter 43 of this Code.

For other special water fixtures, or for any other special or unusual use of water for which no charge has been heretofore specified, the Commissioner of Water shall determine[d] the amounts to be charged for such special fixtures or for such use of water, such charge to be based upon an estimate of water used.

SECTION 3. Chapter 185, Section 185-28 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-28. When water is used for temporary purposes, or for purposes not herein otherwise specified, the quantity of water so used, or to be used, shall be estimated by the Commissioner of Water and shall be charged at the rate of [twenty-two cents (\$0.22) per one hundred] *\$0.26 per 100* gallons.

The amount to be charged for the use of water for such temporary or other purposes, when the quantity of water used or to be used shall have been estimated by the Commissioner, shall be paid in advance to the Department of Water by the person desiring to use such water at the rates herein fixed for such use.

SECTION 4. Chapter 185, Section 185-31 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-31. The rate for metered water shall be [five dollars and ninety-one cents per one thousand] *\$6.86 per 1,000* cubic feet, subject to a discount of [fourteen cents (\$0.14)] *\$0.17*, approximately *2-1/2%* for each [one thousand] *1,000* cubic feet if payment is received by the Department of Water within [twenty-one] *21* calendar days of the time the bill therefor is mailed as shown by the records of the Department of Water. If such payment is made to an agent of the City of Chicago authorized to collect water rates the agent shall transmit the amount of any bills so paid to the cashier of the Department of Water, in order that payment is received in the Department within [twenty-one] *21* calendar days of the time the bill therefor is mailed as shown by the records of the Department. An expired discount may be allowed on only one bill for any premises in each calendar year. Where the correctness of the bill is disputed and where complaint of such incorrectness has been made within the period during which the bill for the premises involved would be subject to the usual discount and where the adjusting of such complaint requires additional time, said discount may be allowed up to and including the fifth day succeeding the mailing of such bill.

SECTION 5. Chapter 185.1, Section 185.1-2(a) of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185.1-2(a). A charge for sewer service and use of the sewerage system of the City of Chicago is hereby established. The charge shall be an amount equal to [84%] *78%* 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 [84%] *78%* 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 purpose 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 6. This ordinance shall take effect on May 1, 1989.

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**MISCELLANEOUS BUSINESS.**

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*Rules Suspended*-- CONGRATULATIONS EXTENDED TO MS.  
SHARON GIST GILLIAM AS RECIPIENT OF "MARK OF  
EXCELLENCE AWARD" GIVEN BY NATIONAL  
FORUM FOR BLACK PUBLIC  
ADMINISTRATORS.

Alderman Davis moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, Anthony C. Gibbs, Jr., President of the Chicago Chapter of the National Forum for Black Public Administrators, announced today that during Forum '89 (April 16 -- 19, 1989 in Birmingham, Alabama), Sharon Gist Gilliam was honored. The N.F.B.P.A. bestowed upon her its highest level of recognition, "The Mark of Excellence Award". This award is given to the individual distinguished as the "black public administrator of the year", stated Gibbs; and

WHEREAS, Since the award was established in 1984, Sharon Gist Gilliam became the first female and sixth recipient of this prestigious honor. She is saluted by over 2,500 N.F.B.P.A. members for her achievements. The awardee selected annually is for leadership in local government and unparalleled commitment to public service; and

WHEREAS, The Chicago Chapter of the N.F.B.P.A. submitted the nomination of Sharon Gist Gilliam as its 1989 candidate. "We were extremely proud to nominate Sharon", stated Gibbs, "because of her twenty year commitment to public service". She started her government career as an Urban Planner, and ultimately became the first black and female Budget Director and Chief Operating Officer, respectively in the City of Chicago; and

WHEREAS, "The District of Columbia, Washington, D. C.", stated Gibbs, "recognized her talents", and quickly hired her in 1979 as a Director of Budget Operations and Budget

Officer for the D. C. Department of Housing and Community Development. The late Mayor Harold Washington recruited her to Chicago upon his election as his Budget Director; and

WHEREAS, She is the recipient of many honors which include the William F. Ware Distinguished Public Service Award (Chicago Chapter -- N.F.B.P.A. local Mark of Excellence salute); America's Top 100 Black Business and Professional Women of Dollars and Sense Magazine, Incorporated; Distinguished Westsider Award for outstanding service of the Midwest Community Council; and Woman of the Year -- 1988 of Zeta Phi Beta Sorority, Incorporated. She serves on the Board of Trustees of Mundelein College and United Cerebral Palsy Organization; and

WHEREAS, Before a black tie dinner of over 900 fellow black public administrators, who attend Forum '89 in Birmingham, Alabama, she accepted the Mark of Excellence Award stating, "the highest calling that any individual can receive is serving his fellow man. I am proud to be a public servant and to have answered that call"; and

WHEREAS, On Wednesday, April 26, 1989, a black tie affair will be held at the Field Museum. The theme of this affair "A Tribute to Excellence", will honor Sharon Gist Gilliam, and will be attended by over 600 friends, business leaders, admirers and well-wishers; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby extend commendations and congratulations to Ms. Sharon Gist Gilliam on her many accomplishments and as the recipient of the "Mark of Excellence Award" from the National Forum for Black Public Administrators.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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



*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 156.1  
BY PROVIDING CERTAIN PARKING SPACES FOR  
DISABLED DRIVERS IN SELF-PARKING  
GARAGES AND LOTS.

Alderman Carter submitted a proposed ordinance to amend Chapter 156.1 of the Municipal Code by providing certain parking spaces for disabled drivers in all self- parking garages and lots.

On motion of Alderman Carter, the said proposed ordinance was *Referred to the Committee on Aging and Disabled.*

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*Referred*-- COMMITTEE ON AGING AND DISABLED URGED TO HOLD  
HEARINGS REGARDING FEASIBILITY OF PROVIDING  
ACCESS BY DISABLED PERSONS TO CERTAIN  
PUBLIC BUILDINGS.

Alderman Carter submitted a proposed resolution calling for the Committee on Aging and Disabled to schedule hearings to investigate the feasibility of providing access to certain public buildings by disabled persons.

On motion of Alderman Carter, the said proposed resolution was *Referred to the Committee on Aging and Disabled.*

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PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Former 40th Ward Alderman and Illinois Supreme Court Justice Seymour Simon.

Former 21st Ward Alderman Niles Sherman.

James J. Banks, father of 36th Ward Alderman William J. P. Banks.

## Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-sixth (26th) day of April, 1989, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the tenth (10th) day of May, 1989, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, 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, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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### BEST WISHES EXTENDED TO THE HONORABLE RICHARD M. DALEY.

Alderman Burke, on behalf of himself and all the members of the City Council, extended to The Honorable Richard M. Daley best wishes for good health, success and a long tenure in the office of mayor.

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At this point in the proceedings, The Honorable Richard M. Daley, Mayor, relinquished the Chair. Alderman Burke then moved that Alderman Eisendrath be elected as Temporary Chairman in the absence of Alderman Gutierrez, President Pro Tempore. The motion *Prevailed*.

*Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.*

The City Clerk transmitted communications from Mr. Don Baum, Director, City Real Estate Section, Department of General Services, under dates of March 29, April 3 and 20, 1989, which read as follows:

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 3348 South Calumet Avenue, which was authorized by ordinance passed January 16, 1986, page 26280, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 5139 South Calumet Avenue, which was authorized by ordinance passed April 27, 1988, pages 12670 -- 12671, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 3242 -- 3246 West Cermak Road (building), which was authorized by ordinance passed September 14, 1988, pages 17378 -- 17379, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 3833 -- 3845 South Lake Park Avenue, which was authorized by ordinance passed April 27, 1988, pages 12669 -- 12670, Council Journal.

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At this point in the proceedings, Temporary Chairman Alderman Eisendrath relinquished the Chair to Alderman Luis Gutierrez, President Pro Tempore.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1500 North Leavitt Street/2206 -- 2208 West Le Moyne Avenue, which was authorized by ordinance passed April 27, 1988 page 12681, Council Journal.

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Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 812 -- 816 North Marshfield Avenue/815 -- 827 North Paulina Street, Parking Site 69, which was authorized by ordinance passed January 16, 1986, pages 26280 -- 26281, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 743 East Oakwood Boulevard, which was authorized by ordinance passed April 27, 1988, pages 12660 -- 12661, Council Journal.

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Transmitted herewith seven (7) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1922 West Potomac Avenue, which was authorized by ordinance passed June 22, 1988, pages 14563 -- 14564, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 4550 -- 4552 South St. Lawrence Avenue/552 -- 554 East 46th Street, which was authorized by ordinance passed June 22, 1988, pages 14579 -- 14580, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 6144 South University Avenue, which was authorized by ordinance passed May 13, 1981, page 6098, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 8736 South Vincennes Avenue, which was authorized by ordinance passed June 22, 1988, page 14574, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 619 East 45th Street, which was authorized by ordinance passed April 27, 1988, pages 12667 -- 12668, Council Journal.

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Transmitted herewith ten (10) sealed bids. These bids were submitted in response to advertisement for the sale of city-owned properties under the Adjacent Neighbors Land Acquisition Program, for properties at various locations.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

*3348 South Calumet Avenue.*

Kenneth and Janice Clayton, 6333 South Throop Street, Chicago, Illinois 60636-2910:  
Amount bid \$21,501.00, deposit check \$2,150.50 (official check).

*5139 South Calumet Avenue.*

William J. Meyers, 77 West Washington Street, Suite 1118, Chicago, Illinois 60602:  
Amount bid \$3,100.00, deposit check \$310.00 (certified check).

*3242 -- 3246 West Cermak Road.*

Rudy M. Lung, 7037 West 26th Parkway, Berwyn, Illinois 60402: Amount bid \$21,025.00, deposit check \$2,102.50 (certified check).

*3833 -- 3845 South Lake Park Avenue.*

Robert L. Cavens, M.D., 7447 South Shore Drive, Apartment 16-J, Chicago, Illinois 60649: Amount bid \$38,500.00, deposit check \$3,850.00 (cashier's check).

*1500 North Leavitt Street/  
2206 -- 2208 West Le Moyne Avenue.*

Karen G. and Charles J. Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655: Amount bid \$15,269.00, deposit check \$1,526.90 (bank check);

M. A. Goss and Associates, Incorporated, 127 North Dearborn Street, Suite 901, Chicago, Illinois 60602: Amount bid \$6,350.00, deposit check \$635.00 (cashier's check);

Jonathan A. Hattenback, 1501 North Bell Avenue, Chicago, Illinois 60622: Amount bid \$15,100.00, deposit check \$1,510.00 (cashier's check);

Edward Sharp, 1504 North Leavitt Street, Chicago, Illinois 60622: Amount bid \$23,300.00, deposit check \$2,330.00 (certified check).

*812 -- 816 North Marshfield Avenue/  
815 -- 827 North Paulina Street.*

Wilfredo Aviles, 3434 West Glenlake Avenue, Chicago, Illinois 60659: Amount bid \$65,000.00, deposit check \$6,500.00 (cashier's check);

John J. Pikarski, Jr., 200 North LaSalle Street, Suite 2300, Chicago, Illinois 60601: Amount bid \$74,700.00, deposit check \$7,470.00 (personal check);

William Levy, 900 West Jackson Boulevard, Chicago, Illinois 60607: Amount bid \$93,500.00, deposit check \$10,000.00 (cashier's check).

*743 East Oakwood Avenue.*

Monumental Baptist Church, c/o Robert Power, 729 East Oakwood Boulevard, Suite 1001, Chicago, Illinois 60653: Amount bid \$2,500.00, deposit check \$250.00 (certified check).

*1922 West Potomac Avenue.*

Cynthia Brick, 1707 West Winona Avenue, Chicago, Illinois 60640: Amount bid \$25,500.00, deposit check \$2,550.00 (certified check);

Radoje Popovic, 1427 North Wicker Park Avenue, Chicago, Illinois 60622: Amount bid \$24,100.00, deposit check \$2,410.00 (cashier's check);

Charles J. and Karen G. Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655: Amount bid \$26,560.00, deposit check \$2,656.00 (bank check);

John O'Shea, 680 North Lake Shore Drive, Unit 206, Chicago, Illinois 60611: Amount bid \$28,300.00, deposit check \$2,830.00 (certified check);

James M. Ellis/Frank Motola, 2134 West 51st Street, Chicago, Illinois 60609: Amount bid \$61,110.00, deposit check \$6,110.00 (certified check);

Jorge and Lydia Gonzalez, 3502 West Medill Avenue, Chicago, Illinois 60647: Amount bid \$8,200.00, deposit check \$820.00 (bank check).

R. Swedowski and G. Wojciechowski, 1816 South Grove, Berwyn, Illinois 60402: Amount bid \$30,010.00, deposit checks totaling \$3,001.00 (cashier's checks).

*4550 -- 4552 South St. Lawrence Avenue/  
552 -- 554 East 46th Street.*

Mount Eagle Proficiency Baptist Church, c/o Reverend Draine, 632 East 102nd Street, Chicago, Illinois 60620: Amount bid \$8,291.00, deposit check \$829.10 (certified check).

*6144 South University Avenue.*

LaTonia Monique Hutson, 4707-B North Paulina Street, Chicago, Illinois 60640: Amount bid \$6,400.00, deposit check \$640.00 (cashier's check).

*8736 South Vincennes Avenue.*

Acme Missionary Baptist Church, 8758 South Peoria Street, Chicago, Illinois 60620: Amount bid \$3,000.00, deposit check \$300.00 (cashier's check).

*619 East 45th Street.*

Morning View Missionary Baptist Church, c/o Lorene Tompkins, 613 -- 617 East 45th Street, Chicago, Illinois 60653: Amount bid \$2,000.00, deposit check \$200.00 (cashier's check).

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ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

*1445 North Artesian Avenue.*

Alma Daniel, 1443 North Artesian Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$700.00 (cashier's check).

*1634 South Fairfield Avenue.*

Sharon and Roger Sturgill, 1630 South Fairfield Avenue, Chicago, Illinois 60608: Amount bid and deposit check \$325.00 (money order).

*1433 South Karlov Avenue.*

Daty Marshall, 1431 South Karlov Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (register check).

*1635 South Keeler Avenue.*

Jessie Moore, 1631 South Keeler Avenue, Chicago, Illinois 60623: Amount of bid and deposit check \$401.00 (cashier's check).

*1839 South Laflin Street.*

Paulino and Judy Ann Villarreal, 1837 South Laflin Street, Chicago, Illinois 60608: Amount bid and deposit check \$300.00 (cashier's check).



*3335 West Lexington Street.*

Ruby Liberty, 3333 West Lexington Street, Chicago, Illinois 60624: Amount bid and deposit check \$500.00 (cashier's check).

*1521 South Millard Avenue.*

Susie Thomas Sloan, 1523 South Millard Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (money order).

*6812 South Peoria Street.*

Zooie Ersery, Jr., 6814 South Peoria Street, Chicago, Illinois 60621: Amount bid and deposit check \$306.00 (cashier's check).

*2813 West Warren Boulevard.*

Mary E. Dale, 2811 West Warren Boulevard, Chicago, Illinois 60612: Amount bid and deposit check \$401.00 (money order).

*4040 West Wilcox Street.*

Ether White, 4042 West Wilcox Street, Chicago, Illinois 60624: Amount bid and deposit check \$325.00 (money order).

**Adjournment.**

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 10, 1989, at 10:00 A.M. in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,  
*City Clerk.*