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

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**Regular Meeting--Wednesday, May 24, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone.

*Absent* -- Aldermen Streeter, Henry.

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### Call To Order.

On Wednesday, May 24, 1989 at 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, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Kellam, Jones, Garcia, Krystyniak, E. Smith, Davis, Figueroa, Mell, Austin, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Orr, Stone -- 29.

Quorum present.

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### Invocation.

Reverend Thomas Lee, Emmanuel Baptist Church of Chicago, opened the meeting with prayer.

*Rules Suspended* -- APPOINTMENT OF MS. MARY ANN SMITH  
AS ALDERMAN OF 48TH WARD.

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

CHICAGO, May 19, 1989.

*To The Honorable, The Mayor and Members of the City Council:*

Your Committee on Committees, Rules and Ethics, having held a meeting on Monday, May 15, 1989, to consider the nomination, by the Mayor, of Mary Ann Smith to the office of Alderman of the 48th Ward, begs leave of Your Honorable Body to *Approve* the said appointment.

Respectively submitted,

(Signed) RICHARD F. MELL,  
*Chairman.*

Alderman Mell moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the purpose of approving the said proposed appointment. The motion *Prevailed*.

Thereupon, on motion of Alderman Mell, seconded by Alderman Burke, the said proposed appointment of Ms. Mary Ann Smith as the Alderman of the 48th Ward, was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Gutierrez, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 41.

*Nays* -- None.

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

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At this point in the proceedings, The Honorable Walter S. Kozubowski, City Clerk, administered the oath of office to Ms. Mary Ann Smith, newly appointed Alderman of the 48th Ward.

Alderman Burke then moved to *Suspend the Rules Temporarily* to allow Alderman M. Smith the privilege of the floor. The motion *Prevailed*.

Speaking from the clerk's rostrum, Alderman M. Smith indicated her pride in continuing the forty-eighth ward's tradition of strong female leadership. The alderman then noted that in her observation of the Council over the past two years, she had witnessed the efforts of each alderman to represent his or her community and declared her pride in joining such a dedicated body.

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RECOGNITION GIVEN ABDUL SAMAD BROTHERS,  
KNOWN AS "THE BOYS" FOR THEIR  
COMMITMENT IN ENCOURAGING  
CHILDREN TO "STAY IN  
SCHOOL" AND "SAY  
NO TO DRUGS".

Alderman T. Evans moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the purpose of adopting a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The Abdul Samad brothers, known professionally as "The Boys" are a nationally recognized singing group known for their messages of hope to the young people of the world and are in Chicago to promote their version of the "Stay In School" and "Say No To Drugs" programs as part of their nationwide tour; and

WHEREAS, The Abdul Samad brothers include Khiry, age 14; Hakeem, age 13; Tajh, age 11; and Bilal, age 9; all of whom have performed in former First Lady Nancy Reagan's anti-drug video, "Stop the Madness", and are currently spreading the word to their peers to "Stay In School" and to "Say No To Drugs"; and

WHEREAS, "The Boys" are role models for the children of the nation and having demonstrated an ability to act, dance, write songs and participate in the gymnastic troupe the "Ebony Fliers"; and

WHEREAS, "The Boys" are in Chicago to inspire and encourage the children of our city by reaffirming the need for a good education and the need for our children to stay drug free; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago, in our meeting assembled this 24th day of May, A.D., 1989, recognize, honor and applaud the efforts of Khiry, Hakeem, Tajh and Bilal Abdul Samad, better known as "The Boys" for their commitment, concern and dedication in their untiring quest to help make this world and our future world a better place for our children and their children who represent the future. "The Boys"

serve as an inspiration to us all and we offer them our sincerest wishes for a successful, prosperous and challenging future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to "The Boys".

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

On motion of Alderman Shaw, seconded by Alderman Caldwell, the foregoing proposed resolution was *Adopted* unanimously by a viva voce vote.

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REGULAR ORDER OF BUSINESS RESUMED.

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**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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*Rules Suspended* -- EXECUTION OF SETTLEMENT AGREEMENT  
WITH FLYING TIGER LINE, INCORPORATED.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the Commissioner of Aviation to execute on behalf of the City of Chicago a settlement agreement with the Flying Tiger Line, Incorporated.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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

Thereupon, 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, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

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

Alderman Burke 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. The Commissioner of Aviation, subject to approval by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an agreement settling litigation pending in the United States District Court for the Northern District of Illinois, specifically *The Flying Tiger Line, Inc. v. The City of Chicago*, Case No. 88 C 7479, and *The City of Chicago v. The Flying Tiger Line, Inc.*, Case No. 88 C 8443, and all documents necessary to effectuate the terms of the agreement, the agreement to be substantially in the following form:

(Settlement Agreement immediately follows Section 2 of this ordinance.)

SECTION 2. This ordinance shall take effect upon passage.

Settlement Agreement attached to this ordinance reads as follows:

*Settlement Agreement.*

This Settlement Agreement is made and entered into between The Flying Tiger Line, Incorporated, a Delaware corporation ("Flying Tigers"), and the City of Chicago, a municipal corporation (the "City") this \_\_\_ day of \_\_\_\_\_, 1989.

Whereas, Pursuant to a Cargo Site Lease, the City leased to Flying Tigers a site at O'Hare International Airport (the "Current Site"); and

Whereas, Pursuant to an Amended and Restated Airport Use Agreement, the Cargo Site Lease was renewed subject to certain termination rights; and

Whereas, Pursuant to the Amended and Restated Use Agreement the City has served Flying Tigers with notice to vacate the Current Site; and

Whereas, Flying Tigers wishes to remain on the Current Site through June 1, 1989; and

Whereas, Matra, Incorporated ("Matra"), has notified the City that Flying Tigers' continued occupancy of the Current Site through June 1, 1989 will cause it to incur damages for which Matra will seek compensation from the City; and

Whereas, Litigation has been instituted by the parties and such litigation is now pending in the United States District Court for the Northern District of Illinois, specifically, *The Flying Tiger Line, Inc. v. The City of Chicago*, Case No. 88 C 7479, and *The City of Chicago v. The Flying Tiger Line, Inc.*, Case No. 88 C 8443 (the "Lawsuits"); and

Whereas, Flying Tigers and the City wish to settle the Lawsuits existing between them on the bases set forth herein,

Now, Therefore, For and in consideration of the agreements, covenants and conditions contained herein, Flying Tigers and the City agree as follows:

1. Flying Tigers will vacate the Current Site on or before June 1, 1989.

2. In order to compensate the City for any claims, costs, liabilities, damages and exposure (including reasonable attorneys' fees) (collectively, "Claims") which may be asserted against the City by Matra as the result of Flying Tigers' continued occupancy of the Current Site through June 1, 1989, Flying Tigers will deposit with the City, simultaneously with the Parties' execution of this Agreement and the City's compliance with paragraph 6 hereof, the sum of \$490,000 in the form of a letter of credit complying with this paragraph 2.

a. Upon written notice to Flying Tigers, the City shall be entitled, without Flying Tigers' consent, to draw down up to an aggregate amount equal to \$360,000 under the Letter of Credit at any time and from time to time that the City, in its sole discretion, reasonably deems it necessary in order to pay,

settle, or otherwise dispose of Claims made by Matra as the result of Flying Tigers' continued occupancy of the Current Site through June 1, 1989.

- b. The City may, with Flying Tigers' consent, which consent shall not be unreasonably withheld, draw down an additional \$130,000 under the Letter of Credit for the purposes set forth in subparagraph a. The City will notify Flying Tigers in writing of its desire to exercise its rights under this subparagraph b. Within ten days of receiving such written notice, Flying Tigers will deliver to the City its written consent, or will state in writing the reasons for withholding its consent. In the event that the City and Flying Tigers cannot agree on the disposition of the remaining \$130,000 provided for by Flying Tigers' Letter of Credit, then their dispute will be arbitrated in Chicago, Illinois in accordance with the rules of the American Arbitration Association.

In no event will Flying Tigers be liable to the City for Claims by Matra in excess of \$490,000 relating to Flying Tigers' continued occupancy of the Current Site through June 1, 1989 except as such amounts may be included in the calculation of Airport Fees and Charges under the Amended and Restated Use Agreement.

3. Flying Tigers hereby acknowledges that Flying Tigers' failure to meet its obligation to vacate the Current Site on or before June 1, 1989 as set out in Paragraph 1, may cause the City substantial damages which might be difficult to ascertain or not susceptible to precise proof. Flying Tigers agrees, therefore, that if it fails to vacate the Current Site on or before June 1, 1989, the City shall not be required to prove its actual damages therefor but, in lieu thereof, Flying Tigers shall be liable to the City in a liquidated damage amount of \$10,000 for each day of Flying Tigers' continued occupancy of the Current Site beyond June 1, 1989. To secure its liquidated damage obligation to the City in the event that it fails to vacate the Current Site on or before June 1, 1989, Flying Tigers will, simultaneously with the execution of this Agreement and the City's compliance with Paragraph 6 hereof, deliver a Letter of Credit to the City in the amount of \$600,000, which amount shall be automatically increased by \$200,000 on July 1, 1989, if Flying Tigers has not vacated the Current Site by that date. For every day beginning June 2, 1989 that Flying Tigers continues to occupy the Current Site, then, subject to the provisions of this paragraph, the City shall be entitled to draw down \$10,000 from the Letter of Credit, on or after that day. At any time within ten days after Flying Tigers vacates the Current Site, the City shall be entitled to draw upon the Letter of Credit for any and all amounts to which the City is entitled pursuant to this Paragraph 3, and the City shall thereafter, within said ten day period, return the Letter of Credit to Flying Tigers and undertake all appropriate steps to allow such Letter of Credit to be cancelled. The \$800,000 amount referred to in this paragraph is not intended to limit Flying Tigers' liquidated damage liability to the City. Flying Tigers will be liable to the City in the amount of \$10,000 per day that it occupies the Current Site beyond June 1, 1989, regardless of whether the total liquidated damage amount exceeds \$800,000. In addition, nothing in this Settlement Agreement shall give Flying Tigers any right to remain on the Current Site beyond June 1, 1989 and nothing in this Settlement Agreement shall in any way limit the City's right to remove Flying Tigers from the Current Site after June 1, 1989, whether by a Forcible Detainer action or otherwise.



4. Any Letter of Credit delivered pursuant to Paragraphs 2 or 3 shall: expire no earlier than one year after the date of this Agreement; be in the form of an unconditional and irrevocable Letter of Credit for the benefit of the City; be issued by a bank reasonably satisfactory to the City; entitle the City to draw under such Letter of Credit in accordance with the terms of this Agreement.

5. The terms of Flying Tigers' occupancy of the Current Site through June 1, 1989 shall be governed by the provisions set forth in the Airport Use Agreement and the Cargo Site Lease, except as any such provision is inconsistent with this Agreement.

6. Upon execution of this Agreement and delivery of the Letter of Credit, the City will simultaneously deliver to Flying Tigers, a check in the amount of \$1,593,190, representing \$748,875 in existing building reimbursement, plus \$844,315 in apron and taxiway reimbursement. Flying Tigers acknowledges that this is full satisfaction of City's obligations relating to these matters under Section 13.01(c) of the Amended and Restated Use Agreement.

7. The day on which Flying Tigers is committed to vacate the Current Site under Paragraph 1 shall be extended for each day of delay in the construction of Flying Tigers' new facility at O'Hare attributable solely to accidental fire, acts of God, or severe and unusual adverse weather conditions; provided, however, that this paragraph shall be ineffective unless Flying Tigers, has since the breaking of ground diligently pursued construction of its new facility such that, but for the causes listed in this paragraph, Flying Tigers' new facility would be ready for occupancy on June 1, 1989. For each day beyond June 1, 1989, that Flying Tigers occupies the Current Site solely as the result of causes set forth in this paragraph, the City will promptly reimburse Flying Tigers the \$10,000 per day that the City has acquired pursuant to Paragraph 3.

8. The day on which Flying Tigers is committed to vacate the Current Site shall be extended for each day of delay in the construction of Flying Tigers' new facility at O'Hare attributable solely to the City's unreasonable delay in issuing building permits to Flying Tigers. For each day beyond June 1, 1989, that Flying Tigers occupies the Current Site solely as the result of causes set forth in this paragraph, the City will promptly reimburse Flying Tigers the \$10,000 per day that the City has acquired pursuant to Paragraph 3.

9. The City agrees to extend the date on which Flying Tigers must begin making its new facility ground lease payments pursuant to that certain Cargo Building Site Lease dated as of September 23, 1987 (Article III ¶ 3.01(b)) from October 31, 1988, to June 1, 1989, or such earlier date as Flying Tigers may vacate the Current Site.

10. The City, upon Flying Tigers' request, will take all steps necessary promptly to render final Flying Tigers' debt financing for its new facility at O'Hare, including but not limited to promptly completing and signing all documents and correspondence reasonably required and promptly issuing the requisite industrial revenue bonds. Further, the City agrees to cooperate with Flying Tigers regarding the prompt issuance

of all required building permits and other authorizations relating to the construction of Flying Tigers' new O'Hare International Airport facility.

11. Except for the performance by the City of the obligations required of it by this Agreement, Flying Tigers does hereby remise, release and forever discharge the City, its officers,

directors, agents, employees, legal representatives, successors and assigns, of and from all claims, demands, actions, causes of action, duties, debts, sums of money, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, in law or in equity, in contract or in tort or otherwise, which were asserted in the Lawsuit or which relate in any manner to the Lawsuit itself.

12. Except for the performance by Flying Tigers of the obligations required of it by this Agreement, the City does hereby remise, release and forever discharge Flying Tigers, its officers, directors, agents, employees, shareholders, legal representatives, subsidiaries, affiliates, parents, predecessors, successors and assigns, of and from all claims, demands, actions, causes of action, duties, debts, sums of money, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, in law or in equity, in contract or in tort or otherwise, which were asserted in the Lawsuit or which relate in any manner to the Lawsuit itself.

13. This Agreement shall be binding on the parties and each of their respective officers, directors, agents, employees, subsidiaries, affiliates, parents, predecessors, successors and assigns. Without in any way limiting the foregoing, Flying Tigers guarantees the performance of all Flying Tigers' obligations hereunder, in the event that Flying Tigers' stock or assets are sold.

14. This Agreement constitutes the entire understanding and agreement between Flying Tigers and the City, and supersedes all prior contracts, leases, use agreements, or other agreements between Flying Tigers and the City, if and to the extent that those contracts, leases, use agreements, or other agreements are inconsistent with any term of this Agreement. To the extent such other agreements between Flying Tigers and the City are not inconsistent with the terms of this Agreement, such other agreements shall remain in full force and effect.

15. The execution and delivery of this Agreement shall not constitute nor be deemed an admission of fault, liability or wrongdoing of any kind whatsoever on the part of any party hereto.

16. This Agreement is subject to the issuance of all necessary consents and authority by the Chicago City Council or other duly authorized City agents.

17. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

In Witness Whereof the parties have executed this Agreement as of the date first above written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Acknowledgement.

I, \_\_\_\_\_, a Notary Public in and for said county and in the state aforesaid, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of The Flying Tiger Line, Inc., respectively, and the same persons whose names are subscribed in the foregoing Settlement Agreement, appeared before me this date and acknowledged that they signed and delivered the said Settlement Agreement as their and The Flying Tiger Line, Inc.'s free and voluntary act and deed for the uses and purposes therein put forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

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

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

Address: \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Acknowledgement.

I, \_\_\_\_\_, a Notary Public in and for said county and in the state aforesaid, hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the City of Chicago, and the same person whose name is subscribed in the foregoing Settlement Agreement, appeared before me this date and acknowledged that he signed and delivered the said Settlement Agreement as his and the City of Chicago's free and voluntary act and deed for the uses and purposes therein put forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

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

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

Address: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

*Referred --* APPOINTMENT OF MS. MARGARET KOZAK  
AS COMMISSIONER OF MANAGEMENT  
INFORMATION SYSTEMS.

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 the Budget and Government Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Margaret Kozak as Commissioner of Management Information Systems.

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. DANIEL ALVAREZ, SR. AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Daniel Alvarez, Sr. as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

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. WILLIAM L. CASADY AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint William L. Casady as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1989.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MR. DOUG DOBMAYER AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Doug Dobmayer as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

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. LAURENCE S. GELLER  
AS MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Laurence S. Geller as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

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. ROBERT J. JACQUETTE AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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



LADIES AND GENTLEMEN -- I hereby appoint Robert J. Jacquette as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

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. JOHN MARKOWSKI AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint John Markowski as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MR. THOMAS J. MC NULTY AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Thomas J. McNulty as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

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. HERON LEE O'NEAL AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Heron Lee O'Neal as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1989.

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. BETTY JANE PEGUES AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Betty Jane Pegues as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1989.

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. REBECCA RILEY AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Rebecca Riley as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1989.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MS. EMMA JEAN ROBINSON  
AS MEMBER OF BOARD OF DIRECTORS OF  
CHICAGO LOW INCOME HOUSING  
TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Emma Jean Robinson as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1989.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

---

*Referred* -- APPOINTMENT OF MR. HIPOLITO ROLDAN  
AS MEMBER OF BOARD OF DIRECTORS OF  
CHICAGO LOW INCOME HOUSING  
TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Hipolito Roldan as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1989.

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 OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Michael F. Schubert as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

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. BESSIE TORRENCE AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Bessie Torrence as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1990.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MR. EDWARD WILLIAMS AS  
MEMBER OF BOARD OF DIRECTORS OF CHICAGO  
LOW INCOME HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Edward Williams as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term expiring December 31, 1989.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- WITHDRAWAL OF PROPOSED APPOINTMENTS OF  
VARIOUS INDIVIDUALS AS MEMBERS OF BOARD OF  
DIRECTORS OF CHICAGO LOW INCOME  
HOUSING TRUST FUND.

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

May 24, 1989.

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

LADIES AND GENTLEMEN -- I hereby withdraw the appointments of the following as members to the Board of Directors of the Chicago Low Income Housing Trust Fund:

Joseph Phelps	Juan Rivera
Thomas Gallagher	Doug Dobmayer
Elinor Elam	Doris Pickens
Bishop Cheers	Emmett Harrison
Sherman Hicks	Edward Williams
Bess Donaldson	Fred Bonner
Judith Walker	Rebecca Riley
George Lawson	Wally Lenox

These appointments were initially transmitted to you on October 14, 1988.

Very truly yours,

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

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*Referred --* APPOINTMENT OF MR. GRAHAM GRADY  
AS ZONING 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 Zoning:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Graham Grady as Zoning Administrator.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred --* AMENDMENT OF MUNICIPAL CODE BY REPEALING  
CHAPTER 19 AND CHAPTER 25, SECTIONS 25-42  
THROUGH 25-49, AND INSERTING NEW  
CHAPTER 19 CREATING OFFICE  
OF INSPECTOR GENERAL.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, upon two committees having been called, the Committee on the Budget and Government Operations and the Committee on Committees, Rules and Ethics, *Referred to the Committee on Committees, Rules and Ethics:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Municipal Code by repealing existing Chapter 19 and Sections 25-42 through 25-49, inclusive, and by inserting a new Chapter 19 creating the Office of Inspector General and defining its power and duties.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- ACCEPTANCE OF QUITCLAIM DEED FROM JLC  
PARTNERSHIP NECESSARY FOR PUBLIC  
STREET PURPOSES.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance approving the acceptance by the City of Chicago of a quitclaim deed from JLC Partnership for property needed in connection with public street purposes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

*Referred* -- ACQUISITION OF PROPERTY AT 24 EAST 63RD  
STREET NECESSARY FOR WIDENING OF 63RD  
STREET AND ACCEPTANCE OF DEED  
OF CONVEYANCE FOR SAME.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance approving the payment of \$1,430.00 to the owner of property which is needed for the widening of 63rd Street (Parcel 2). The ordinance also authorizes the acceptance of a deed of conveyance from the owner of the property. The property is located at 24 East 63rd Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- ACCEPTANCE OF SIX MONTH GRANT OF EASEMENT  
OVER PROPERTY LOCATED AT 107 WEST 63RD STREET  
NECESSARY FOR STREET IMPROVEMENTS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance approving the payment of \$54.00 to the owner of property which is needed for street improvements along 63rd Street (Parcel 5.) The ordinance also authorizes the acceptance by the City of Chicago of a six month grant of easement over the property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- ACCEPTANCE OF TEMPORARY GRANT OF EASEMENT  
OVER PROPERTY LOCATED AT 6339 SOUTH WENTWORTH  
AVENUE NECESSARY TO FACILITATE CERTAIN  
STREET RESURFACING.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance approving the negotiated purchase by the Department of Public Works of a temporary Grant of Easement over property located at 6339 South Wentworth Avenue. Purchase of the easement will facilitate street resurfacing activity in the vicinity of South Wentworth Avenue and West 63rd Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred*-- AMENDMENT NUMBER NINE TO LINCOLN PARK  
CONSERVATION PLAN.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 9 to the Lincoln Park Conservation Plan (general neighborhood renewal plan). This amendment will: 1) create and define a new "Open Space" land use category; and 2) change the land use for Disposition Parcel OS-1 (formerly Parcel R-7), at the northwest corner of West North Avenue and the vacated right-of-way of North Burling Street, from "Residential" to "Open Space" use.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on February 21, 1989, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred--* SALE OF PARCEL C-3 IN LINCOLN PARK  
CONSERVATION AREA.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Lincoln Park Conservation Area (Parcel C-3, which is a tract of land generally bounded by North Halsted Street, West North Avenue, North Clybourn Avenue and the Chicago Transit Authority right-of-way).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on March 21, 1989, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- ARBITRATOR'S AWARD IN MATTER OF CITY OF  
CHICAGO AND FRATERNAL ORDER OF POLICE,  
LODGE SEVEN.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith the Arbitrator's award in the matter of the arbitration between the City of Chicago and Fraternal Order of Police, Lodge 7, American Arbitration Association Case No. 51 390 0165 88 B.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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



*Placed On File* -- APPOINTMENT OF MR. PETER POHOLIK AS  
EXECUTIVE DIRECTOR OF COMMISSION ON ANIMAL  
CARE AND CONTROL.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was *Placed on File*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 24, 1989.

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

LADIES AND GENTLEMEN -- I have appointed Peter Poholik as the Executive Director of the Commission on Animal Care and Control.

I submit this communication for your information.

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 MIRIAM SANTOS  
AS TREASURER OF CITY OF CHICAGO.

The oath of office of The Honorable Miriam Santos as Treasurer of the City of Chicago was filed in the Office of the City Clerk on May 11, 1989.

*Placed On File* -- OFFICIAL BOND OF THE HONORABLE MIRIAM SANTOS  
AS TREASURER OF CITY OF CHICAGO.

The official bond of The Honorable Miriam Santos as Treasurer of the City of Chicago, in the penal sum of \$1,000,000 with the United States Fidelity and Guaranty Company and in the penal sum of \$1,000,000 with the Fidelity and Deposit Company of Maryland as sureties, attested by Ms. Jeanne M. Brookie, Attorney-in-Fact and Mr. Raymond Tollefsen, Attorney-in-Fact was filed in the Office of the City Clerk on May 11, 1989.

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*Placed On File* -- ANNUAL REPORT OF POLICEMEN'S  
ANNUITY AND BENEFIT FUND.

Also, the Annual Actuarial Statement of the Policemen's Annuity and Benefit Fund of Chicago, submitted by Mr. James B. Waters, Jr., Executive Director, as prepared by Mr. Donald F. Campbell, Actuary, for the year ending December 31, 1988 together with the Audited Financial Statements with Supplemental Schedules of the Policemen's Annuity and Benefit Fund of Chicago as prepared by Hill, Taylor and Company, certified public accountants, which were *Placed on File*.

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

Also, communications from Mr. Duane P. Carlson, Assistant District Engineer, under date of May 9, 1989, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on February 1, 1989 (involving expenditures of Motor Fuel Tax Funds) as follows:

Allocation of Motor Fuel Tax funds for engineering and installation of traffic control signals at the intersection of North Clybourn Avenue and West Webster Avenue.

Allocation of Motor Fuel Tax funds for engineering and installation of traffic control signals at the intersection of South Longwood Drive and West 99th Street.

Allocation of Motor Fuel Tax funds for engineering and installation of traffic control signals at the intersection of North Clark Street and West Huron Street.

Allocation of Motor Fuel Tax funds for engineering and installation of traffic control signals at the intersection of South St. Louis Avenue and West Marquette Road.

Allocation of Motor Fuel Tax funds for engineering and installation of traffic control signals at the intersection of South Kedzie Avenue and West 28th Street.

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

Also, a communication signed by Mr. David R. Mosena, Commissioner of Planning, under date of May 18, 1989, showing the recommendations of the Commissioner and the Acting Zoning Administrator concerning map amendments for which public hearings were held on May 16, 1989, in accordance with 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*.

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

The City Clerk transmitted the following report received from Mr. Walter K. Knorr, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on pages 1097 through  
1098 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 May 10, 1989, and which were required by statute to be

(Continued on page 1099)

PERSONAL SERVICES PAID BY VOUCHERS APRIL, 1989

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/M	APR. 1989
Davis, Lillie	12124 S. Laflin	Aviation	Acm. Asst. III	740	1,837.00	P/M	1,837.00
Evison, Betty	9739 So. Charles	"	Admin. Asst. II	"	1,750.00	P/M	1,750.00
Smith, Ronald	6721 S. Eberhart	"	Corr. of Spec. Proj.	"	2,586.00	P/M	2,586.00
Smith, Steven	4550 N. Claremont	"	Dir. Con Compliance	"	2,994.00	P/M	2,994.00
Villanova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	P/M	2,025.00
Alvarado, Arturo	1515 W. Montana	Fire	Fireman	100	170.64	B/P	170.64
Bartgen, William C.	6035 S. Mulligan	"	"	"	877.80	B/P	877.80
Bedell, Russell P.	10914 S. Troy	"	"	"	4,386.00	B/P	4,386.00
Blum, Manfred	13210 S. Mackinaw	"	"	"	8,048.04	D/P	8,048.04
Bronke, John	7722 S. Springfield	"	"	"	9,668.40	B/P	9,668.40
Buckley, James	6410 N. Olympia	"	"	"	120.72	D/P	120.72
Clark, Patricia	6214 W. Balmoral	"	"	"	34.16	B/P	34.16
Cushing, Edward B.	3858 N. Panama	"	"	"	11,397.75	B/P	11,397.75
Dillon, Brendan	2723 W. 60th St.	"	"	"	10,229.49	B/P	10,229.49
Durano, Michael	7507 N. Osceola	"	"	"	136.64	B/P	136.64
Fornell, Roger	6700 N. Octavia	"	"	"	8,011.95	B/P	8,011.95
Guzzardo, Joseph	3041 N. Keeler	"	"	"	345.84	B/P	345.84
Harper, Robert J.	5810 N. Kirby	"	"	"	34.16	B/P	34.16
High, Timothy	1906 W. Belle Plaine	"	"	"	849.00	B/P	849.00
Ibata, Richard	5784 N. East Circle	"	"	"	34.80	B/P	34.80
Konrath, Joseph	3821 W. 84th Pl.	"	"	"	8,229.78	B/P	8,229.78
Kosmoski, Kenneth	2150 N. Sayre	"	"	"	849.00	B/P	849.00
Krause, Michael	14529 Creekvew	"	"	"	7,960.50	D/P	7,960.50
Loughney, Maureen	2916 S. Poplar	"	"	"	877.80	B/P	877.80
McHugh, Edward	3225 W. 111th	"	"	"	11,280.12	B/P	11,280.12
McNamara, William	1246 N. Central	"	"	"	9,850.62	B/P	9,850.62
McVady, James T.	2859 W. 102nd Pl.	"	"	"	37.88	B/P	37.88
McVicker, Richard	10724 S. Albany	"	"	"	10,742.18	D/P	10,742.18

PERSONAL SERVICES PAID BY VOUCHERS APRIL, 1989

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		APR. 1989
Muhammad, Qac-Dah	7337 S. South Shore	Fire	Fireman	100	41,381.50	B/P	41,381.50
Nietupski, Gerald	13417 S. Ave 0	"	"	"	6,966.75	B/P	6,966.75
Nutter, Harry	8149 S. Homan	"	"	"	877.80	B/P	877.80
Pattee, Steven R.	6938 N. Medford	"	"	"	34.80	B/P	34.80
Peterson, Richard	5950 N. Avondale	"	"	"	170.64	B/P	170.64
Phalin, Paul B.	5126 N. Necnah	"	"	"	877.80	B/P	877.80
Ping, Marian K.	3538 N. Lowell	"	"	"	601.37	B/P	601.37
Sassuna, Michael	1519 W. Hollywood	"	"	"	159.84	B/P	159.84
Shanahan, Lauren	3455 N. Hoyne	"	"	"	7,245.42	B/P	7,245.42
Simfoni, Aldo	3928 N. Oriole	"	"	"	121.03	B/P	121.03
Slepski, John R.	5128 S. Oak Park	"	"	"	8,784.36	B/P	8,784.36
Werth, Linda	8449 S. Kedzie	"	"	"	1,136.15	B/P	1,136.15
Zein, Joel	5918 W. Estes	"	"	"	849.00	B/P	849.00
Ziemann, Albert	6314 W. Rascher	"	"	"	9,471.75	B/P	9,471.75
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
Levin, Terry A.	7517 N. Bell	"	Asst. Press. Sec.	"	25.00	P/H	525.00
Venegas, Teresa	3449 W. 74th	"	"	"	16.00	P/H	632.00
Werth, Joel	5528 S. Kimbark	"	"	"	24.00	P/H	1,080.00
Talkowski, Marie	4621 S. California	Police	Policewoman	"	3,500.00	B/P	3,500.00

(Continued from page 1096)

published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 24, 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 May 10, 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:

*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

Applications (in triplicate) 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:

Bernard Citron, attorney for American National Bank under Trust 10001501 -- 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

the line of West Huron Street; the line of North Franklin Street; the alley first south of and parallel to West Huron Street; and the line of North Orleans Street to the point of beginning.

Bernard Citron, attorney for Timothy Glascott -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

the alley north of and parallel to West Oakdale Avenue; a line 125 feet east of and parallel to North Lakewood Avenue; West Oakdale Avenue; and North Lakewood Avenue.

Bernard Citron, attorney for TJM Realty, Incorporated -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by

the line of West Roscoe Street; thence a line starting 52.44 feet west of the line of North Racine running perpendicular to the line of West Roscoe Street running south for a distance of 51.61 feet; thence a line 34.10 feet running southeast to intersect the line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way at a point along said right-of-way 47.84 feet southwest of the line of North Racine Avenue; thence a line 66.71 feet running south along the line of said railroad right-of-way to the public alley running parallel to and next south of West Roscoe Street; thence a line running along the line of the public alley running parallel to and next south of West Roscoe Street starting at a point at the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way and running 100.30 feet; thence a line running north and parallel to North Racine Avenue for a distance of 126.53 feet to the point of beginning at West Roscoe Street; and the area bounded by a line starting at a point 24.6 feet south of the line of West Roscoe Street along the line of North Racine Avenue continuing with a line 109.47 feet starting from said point and running along the line of North Racine Avenue; continuing with a line 228.54 feet along the eastern line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence a line running west and parallel to the line of West Roscoe Street for a distance of 66.17 feet; thence a line running northeast along the line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way for a distance of 351.52 feet to the point of beginning along the line of North Racine Avenue; and the area bounded by the northern line of the alley running parallel to and next south of West Roscoe Street starting at a point 100.30 feet west of the line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, said line running east for 100.30 feet to the line of said railroad right-of-way; thence a line running southwest along the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way for a distance of 160.21 feet; thence a line running parallel to the line of West Henderson Street running west from the point starting at the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way for 27.41 feet; thence a line parallel to North Racine Avenue running north for 132.54 feet to a point ending at the north line of the alley parallel to and next south of West Roscoe Street.

Budget Rent a Car Systems, Incorporated -- to classify as a C2-5 General Commercial District instead of a C3-5 Commercial Manufacturing District the area shown on Map No. 95-B bounded by

North LaSalle Street; West Illinois Street; a line 60.15 feet south of and parallel to West Illinois Street; a line 60.02 feet west of and parallel to North LaSalle Street; the alley next south of West Illinois Street; and the alley next west of and parallel to North LaSalle Street.

Burton Place -- to classify as a C1-4 Restricted Commercial District instead of a B4-4 Restricted Service District the area shown on Map No. 3-F bounded by

West Burton Place; the alley next east of and parallel to North Wells Street; a line 23.24 feet south of and parallel to West Burton Place; and North Wells Street.

Scott Kruger and Jim Kruger -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-G bounded by

a line 24 feet north of and parallel to the alley next north of and parallel to West Webster Avenue; the alley next east of and parallel to North Wayne Avenue; the alley next north of and parallel to West Webster Avenue; and North Wayne Avenue.

Jose J. Roig -- to classify as a B2-2 Restricted Retail District instead of a B1- 2 Local Retail District the area shown on Map No. 7-J bounded by

a line 70.27 feet north of and parallel to West Wrightwood Avenue; a line 78.52 feet east of and parallel to North Lawndale Avenue; West Wrightwood Avenue; and North Lawndale 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 & Casualty Insurance Company and Daniel Tucker, Alexander H., Allstate Insurance Company (5) Amor Barnes, Mamie Ellick, Kathleen A. Miller, John Sarbarneck and Dolores M. Sparks, American Ambassador Casualty Insurance Company (2) Ulysis Bryant and Julio T. Jimbo, American Family Insurance Group and Evans Brown, Auto-Owners Insurance and Robert Abruscato;

Battoe Joseph R., Brown Chester, Brown Virginia M., Bruhl Warren W., Bryk Cynthia L.;

Campos Marcelino, Cardenas Jose A., Citizens Insurance Company of America and Mark Gmiters, Clay Christopher, Continental Insurance Company and Sisters of St. Francis, Curry Pamela;



Davern Thomas, Davis Melanie L., Domann Steve H.;

Ellis Billie E. Mr. and Mrs.;

Ferenczi Michael M., Frias Ruben;

GEICO and Melvin B. Rone, Giralamo Joseph A., Golen Deborah A., Golonka Thaddeus F., Graham John H., Gueringer Iris, Gutekanst Rita E.;

Hamilton Carrie M., Hatchett Debra J., Hollingsworth Gloria J., Hsieh Tian;

Illinois Farmers Insurance Company and Isiaah Crawford;

Javor Martin T., Johnson Willie J., Jones Thomas E.;

Kamba Daniel J., Kim Young Hee, Kirby Ronald and Laura, William Knapp and Company, Incorporated, Kristich Michael P., Klein Timothy N.;

Liberty Mutual Insurance Group and Lewis Jacoby, Lynch Tracey L.;

Maramica Miroslav, Marassa Kathy A., Marcano Robert, Martin Dukell, Mayfield Joy A., Metropolitan Property and Liability Insurance Company and Joseph P. Zajac, Meyer Marylou, Moudry James, Muhammad Carl E.;

Neufrille Ronald C., Noven Arnold G.;

Padilla Miguel, Papastratakos Harriet, Papie Edward J., Parham Charisse D., Peterson William P., Petrick Raymond W., Petty Robert S., Piechur Hildegard, Providence Washington Insurance Company and Francis De Marco, Public Petroleum Company, Purnell Reverend Willie;

Rodgers C., Rolling Rachel;

Safeway Insurance Company (3) Jimmie Blueitt, Charles P. Faust and Mack A. Tyler, Saliga-Sullivan Christin M., Sanchez John, Schiffer Anne G., Sheridan Shelli, Silvers Earl, Slater Arthur, Smith Charles, Smith Patricia E., Snitzer Thomas A., Stanton Emry, State Farm Insurance Company (6) Susan Gleiber, Lee Kollath, Margaret McCarthy, Antonietta Miranda, Haddie Moore and William Moorehead, Strabala Linda K.;

Thompson Demena E., Thornton Adrienne E., Togneri Leonard, Trottier Dana J., Tyler Kevin A.;

Villanueva Allen M.;

Waldschmidt Carl E., Watson Iver, Whalen Georgia M., Whittle Charles A., Wilson Kimberly A., Wlodarek Loretta, Wlodarek Louis A.;

Yellow Cab Company;

Ziberna Angeline D.

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*Referred* -- REQUEST TO ALLOW SALE OF ALCOHOLIC  
LIQUOR AT SPECIFIED LOCATION.

Also, a communication from Mr. Ira Omens transmitting a proposed ordinance requesting permission to allow the sale of alcoholic liquor at 24-1/2 -- 26 West Van Buren Street, which was *Referred to the Committee on License*.

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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PROPERTY LOCATED AT NORTHEAST CORNER OF 122ND  
STREET AND STONY ISLAND AVENUE APPROVED FOR  
CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT  
TO COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration a resolution concerning the approval of a Class 6(b) Tax Incentive Abatement for new construction of property located at the northeast corner of 122nd Street and Stony Island Avenue by Liquid Recovery Systems, Incorporated, pursuant to the Cook County Real Property Classification

Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who enhance and occupy property which is located within the City of Chicago and is used for manufacturing or industrial purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, wishes to induce industry to locate or expand within the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Liquid Recovery Systems, Incorporated, has acquired real property at the northeast corner of 122nd Street and Stony Island Avenue, in the City of Chicago and has begun construction of a new building to be used as a liquid treatment facility; and

WHEREAS, Liquid Recovery Systems, Incorporated, commenced the new construction of this liquid treatment facility with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended on October 1, 1984; and

WHEREAS, The Permanent Index Number for the subject property is 25-24- 315-001 (Volume 292); and

WHEREAS, Liquid Recovery Systems, Incorporated, by its attorney has received from the Office of the Assessor of Cook County an acknowledgement of receipt of an "Eligibility Application" for a 6(b) classification under the Cook County Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

WHEREAS, Liquid Recovery Systems, Incorporated, is currently expending substantial sums of money for the new construction of this facility; and

WHEREAS, The subject property is to be used for manufacturing purposes, namely, processing liquid waste materials to form new liquid and solid materials such as clean water, animal food, manufacturing oil, and unrecoverable waste materials; and

WHEREAS, The use of the subject property will provide significant environmental benefits for the City of Chicago; and

WHEREAS, The subject property will provide significant present and future manufacturing employment opportunities in Chicago; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new construction of this facility by Liquid Recovery Systems, Incorporated, will generate significant new revenue to the City of Chicago in the form of additional real estate taxes and other revenue; now, therefore,

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

SECTION 1. The subject property is appropriate for Class 6(b) tax incentives benefits pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number: 25-24-315-001 (Volume 292); and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

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

REDUCTION IN APPROPRIATION FOR SPECIAL SERVICE AREA  
NUMBER NINE FOR YEAR 1988.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing a reduction of the appropriation for Special Service Area Number 9 for 1988, passed on September 14, 1988 (Council Journal pages 17219 -- 17222) as amended (original amount: \$227,000.00, revised amount: \$90,000.00) having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:44 A.M.

The following is said ordinance as passed:

WHEREAS, On September 14, 1988, the City Council of the City of Chicago adopted an ordinance authorizing a tax levy for the tax year 1988 for Special Service Area Number 9; and

WHEREAS, The City Council has determined that it is necessary, appropriate and in the best interests of the taxpayers owning property within said area to reduce the appropriation of funds for the purpose of providing special services within Special Service Area Number 9; now, therefore,

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

SECTION 1. Sections 2 and 3 of an ordinance adopted by the City Council of the City of Chicago on September 14, 1988, and appearing on Council Journal pages 17219 -- 17222 are hereby repealed in their entirety and the following Sections 2 and 3 inserted:

Section 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 9, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the special annual services tax against all taxable property within said special service area, indicated as follows:

For the fiscal year beginning January 1, 1989 and ending December 31, 1989:

Expenditures

Sidewalk Sweeping	\$40,000
Marketing Materials	10,000
Business Recruitment	20,000
ECC Loan Repayment	<u>20,000</u>
TOTAL BUDGET:	\$90,000

## Source Of Funding

Tax levy at a rate not to exceed forty-seven one hundredths of one percent (.47%) of the assessed value, as equalized, of taxable property within Special Service Area Number 9.

\$90,000

Section 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301 et seq.), and pursuant to the provisions of an ordinance adopted on September 14, 1988, Chapter 120, Section 1301 et seq., and pursuant to the provisions of an ordinance adopted on September 14, 1988, establishing City of Chicago Special Service Area Number 9, the sum of \$90,000.00 as the amount of the services tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 9.

SECTION 2. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number 9, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of forty-seven one hundredths of one percent (.47%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 3. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

ABATEMENT OF TAXES FOR SPECIAL AREA  
NUMBER NINE.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an abatement of taxes for Special Service Area Number 9 in the amount of \$137,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:45 A.M.

The following is said ordinance as passed:

WHEREAS, On September 14, 1988, the City Council of the City of Chicago adopted an ordinance authorizing a tax levy for the tax year 1988 for Special Service Area Number 9; and



WHEREAS, The City Council has determined that it is necessary, appropriate and in the best interests of the taxpayers owning property within said area to reduce the appropriation of funds for the purpose of providing special services within Special Service Area Number 9; and

WHEREAS, The City Council by ordinance adopted May 24, 1989, reduced from \$227,000 to \$90,000 the appropriation and tax levy for Special Service Area Number 9 for tax year 1988; and

WHEREAS, The City Council has further determined that it is necessary, appropriate and in the best interests of the taxpayers owning property within said area to abate in the amount of \$137,000 the levy of the special annual services tax imposed upon all taxable property within Special Service Area Number 9 for tax year 1988; now, therefore,

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

SECTION 1. The levy of the special annual services tax imposed upon all taxable property within Special Service Area Number 9 for tax year 1988 is hereby abated in the amount of \$137,000.

SECTION 2. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter abate in the amount of \$137,000 the levy of the special annual services tax imposed upon all taxable property within Special Service Area Number 9 for tax year 1988.

SECTION 3. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

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AMENDMENT OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF CENTRAL PARK AVENUE BETWEEN  
POLK STREET AND FRANKLIN BOULEVARD.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an amendment to an agreement between the City of Chicago and the State of Illinois in conjunction with the improvement of Central Park Avenue between Polk Street and Franklin Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the improvement of Central Park Avenue between Polk Street and Franklin Boulevard described therein, said amendment to be substantially in the following form:

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

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

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

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

*Amendment To An Agreement.*

*An Amendment To A City/State Project Agreement*

*Providing For The Improvement Of*

*Central Park Avenue (F.A.U. 2821)*

*Between Polk Street And Franklin Boulevard*

*In The City Of Chicago, Cook County, Illinois.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

This Amendment by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the "State" and the City of Chicago, acting through its Department of Public Works, hereinafter referred to as the "City".

Whereas, On May 25, 1988, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 13665 through 13670); and

Whereas, On June 24, 1988, the "City" and the "State" entered into the aforementioned Agreement; and

Whereas, Paragraph 13 of the aforementioned Agreement contains the estimated cost and the division of financial responsibilities for the Project; and

Whereas, The City and the State are desirous of updating and revising the estimate of cost and of increasing the upper limit of State participation;

Now, Therefore, Be It Agreed, That Paragraph 13 of the aforementioned Agreement be revised to read as follows:

13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction .....	\$2,000,000
Force Account Construction .....	\$ 867,000
Construction Engineering/Supervision .....	<u>\$ 300,000</u>
TOTAL: .....	\$3,167,000

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

Federal-Aid Share (IX) (85% of \$3,167,000) .....	\$2,691,950
Non-Federal Share (State) (15% of \$3,167,000) .....	<u>\$ 475,050</u>
TOTAL: .....	\$3,167,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$475,050 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

; and

Be It Further Agreed, That paragraph 16 of the aforementioned Agreement be revised to read as follows:

16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$3,167,000) as authorized by the City Council.

; and

Be It Further Agreed, That all items contained in the original City/State Agreement and any subsequent executed amendments which are not in conflict with this amendment shall remain in full force and effect.

; and

Be It Further Agreed, That this amendment to the Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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AMENDMENT OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF ELSTON AVENUE UNDER  
RAILROAD VIADUCT, BETWEEN HOBSON  
AVENUE AND ASHLAND AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an amendment to an agreement between the City of Chicago and the State of Illinois in conjunction with the improvement of Elston Avenue under the railroad viaduct between Hobson Avenue and Ashland Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the improvement of Elston Avenue under the railroad viaduct between Hobson Avenue and Ashland Avenue described therein, said amendment to be substantially in the following form:

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

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

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

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

*Amendment Number One To An Agreement.*

*An Amendment To A City/State Project Agreement*

*Providing For The Improvement Of Elston Avenue (F.A.U. 3828)*

*Under The Railroad Viaduct Between Hobson Avenue*

*And Ashland Avenue*

*In The City Of Chicago, Cook County, Illinois.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.W.P. Job No.:* \_\_\_\_\_

This Amendment by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the "State" and the City of Chicago, acting through its Department of Public Works, hereinafter referred to as the "City".

Whereas, On June 25, 1986, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 3152 through 3154); and

Whereas, On August 28, 1986, the "City" and the "State" entered into the aforementioned Agreement; and

Whereas, The City and the State are desirous of updating and revising the estimate of cost and of increasing the upper limit of State participation in order to cover unanticipated excavation and sharing costs associated with the Project; and

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

Whereas, The State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program, in addition to the Build Illinois Bond funds already appropriated (under Public Act 84-110) for the preliminary engineering, contract construction, force account construction, railroad force account construction and construction engineering/supervision of said Project; and

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

The Parties Hereto Mutually Agree: That numbered paragraphs 1, 3, 4, 5, 6, 10, 11, 12, 13 and 14, of the aforementioned Agreement are revised to read as follows:

1. To reimburse the City 100% for the Non-Federal (State), Federal, and Build Illinois Bond Fund shares of the costs incurred in connection with the preliminary engineering contract construction, force account construction, railroad force account construction and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 11, upon receipt of progressive billings supported by documentation as required, by the State and Federal Highway Administration.
3. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction, railroad force account construction, and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
4. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State), and Build Illinois Bond Fund shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
5. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
6. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.
10. That all prior Agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering and/or the construction of this Project are superseded by this Agreement.
11. That the estimated costs of the Project covered and described by this Agreement are:



Preliminary Engineering .....	\$ 78,000
Contract Construction .....	\$1,210,000
Force Account Construction (City) .....	\$ 265,000
Railroad Force Account Construction .....	\$ 12,000
Construction Engineering/Supervision .....	<u>\$ 127,165</u>
TOTAL: .....	\$1,692,165

and that 100% of the actual final costs will be paid from the Build Illinois Bond Fund up to a maximum of \$1,092,165. That eligible costs in excess of that amount will then be charged against Interstate Substitution funds, and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution Projects, the proportional participation for the Project will be:

Build Illinois (Bond Fund) .....	\$1,092,165
Federal-Aid Share (IX) (85% of \$600,000) .....	\$ 510,000
Non-Federal Share (State) (15% of \$600,000) .....	<u>\$ 90,000</u>
TOTAL: .....	\$1,692,165

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share (State)) shall be limited to a maximum of \$90,000 with any Non-Federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

12. That the City shall be responsible for 100% of the cost of any work not eligible for Build Illinois and/or Federal participation.
13. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$1,692,165) as authorized by the City Council.
14. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.

The Parties Hereto Further Mutually Agree: To add numbered paragraphs 15, 16, and 17, to the aforementioned Agreement, said paragraphs to read as follows:

15. That the State will review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.
16. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 5 and 7 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
17. That standard federal-aid procedures and requirements shall apply to the federally funded portions of this Project.

The Parties Hereto Further Muntually Agree: That all items contained in the original City/State Project Agreement and any subsequent executed amendments which are not in conflict with this Amendment shall remain in full force and effect.

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

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

[Signature forms omitted for printing purposes.]

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

*Minority Business Enterprises Provisions.*

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

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

national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

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

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

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

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF SAYRE AVENUE BETWEEN  
HIGGINS AVENUE AND JOHN F. KENNEDY  
EXPRESSWAY UNDER 1987 "BUILD  
ILLINOIS BOND FUND  
PROGRAM".

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and the State of Illinois in conjunction with the improvement of Sayre Avenue between Higgins Avenue and the Kennedy Expressway under the 1987 "Build Illinois Bond Fund Program", having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Sayre Avenue between Higgins Avenue and the Kennedy Expressway under the 1987 "Build Illinois Bond Fund Program" (Section 2-6.14) described therein, said agreement to be substantially in the following form:

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

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

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

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

*City/State Project Agreement.**The Improvement**Of Sayre Avenue Between Higgins Avenue And The Kennedy**Expressway Under The 1987 "Build Illinois**Bond Fund Program" (Section 2-6.14).**City Section No.:* \_\_\_\_\_*State Job No.:* \_\_\_\_\_*D.P.W. Project No.:* \_\_\_\_\_

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

*Witnesseth:*

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

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of Sayre Avenue between Higgins Avenue and the Kennedy Expressway, hereinafter referred to as the "Project" and identified in Numbered Paragraph 9 of this Agreement; and

Whereas, Certain funds have been appropriated from the Build Illinois Bond Fund (Public Act 84-1306) to the Illinois Department of Transportation; and

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

Whereas, The State and the City have concurred that the Project qualifies for the use of such funds.

The State Hereby Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided in Numbered Paragraph 10, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

2. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for the Project.
3. Upon approval from the State, to let and award the contract for the Project, and/or to provide or cause to be provided all force account construction and construction engineering/supervision, all in accordance with established procedures of the City and State.
4. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
5. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations as may be required by the State and under Federal law.
6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

7. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
8. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

9. That said Project generally consists of the improvement of Sayre Avenue between Higgins Avenue and the Kennedy Expressway.

The existing driving surface will be removed. A new section of sewer will be installed and entirely new subbase, pavement base and driving surface will be constructed. Curbs, gutters, sidewalks and driveways will be replaced as necessary and sidewalk ramps for the handicapped will be provided. Utilities will be adjusted and landscaping and all other appurtenances necessary to complete the Project will be provided.

10. That this estimated cost of the Project covered and described by this Agreement are:

Contract Construction .....	\$270,000
Force Account Construction .....	\$ 50,000
Construction Engineering/Supervision .....	<u>\$ 40,000</u>
TOTAL: .....	\$360,000

and that 100% of the actual final cost will be paid from the Build Illinois Bond Fund up to a maximum of \$360,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by amendment to this Agreement.

11. That the City shall be responsible for 100% of the cost of any work not eligible for payment from the "Build Illinois" Bond Fund.
12. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$360,000) as authorized by the City Council.
13. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1992.
14. That all prior agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

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

[Signature forms omitted for printing purposes.]

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

*Minority Business Enterprises Provisions.*

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

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

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

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

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

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EXECUTION OF REDEVELOPMENT AGREEMENT WITH YARDS  
DEVELOPMENT LIMITED PARTNERSHIP AND  
ISSUANCE OF REDEVELOPMENT TAX  
INCREMENT NOTES.

The Committee on Finance submitted the following report:



CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Redevelopment Agreement between the City of Chicago and the Yards Development Limited Partnership and the issuance of Redevelopment Tax Increment Notes, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

*Article I.*

*Determinations, Definitions And Interpretation.*

SECTION 101. Short Title.

This ordinance may hereafter be cited as, and is hereinafter sometimes referred to as, the "Tax Increment Note Ordinance".

SECTION 102. Authority For Tax Increment Note.

The Note Ordinance is adopted by virtue of the provisions of Article VII of the Illinois Constitution of 1970, and the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 11 of the Illinois Municipal Code. The Note is authorized and issued pursuant to the Tax Increment Allocation Redevelopment Act and the Municipal Bond Reform Act, constituting Division 4.1 of Article 8 of the Illinois Municipal Code. The City has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary in order to carry out powers herein exercised and to secure or further secure the payment of the principal of and interest on the Note.

SECTION 103. Execution And Delivery Of Redevelopment Agreement.

The form of Redevelopment Agreement attached hereto as Exhibit A is hereby approved in substantially the form presented to this meeting, and the Mayor or the Commissioner of the Department of Economic Development of the City is hereby authorized and directed to execute and deliver the Redevelopment Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approvals, and the City Clerk or Deputy Clerk is hereby authorized and directed to affix to the Redevelopment Agreement the corporate seal of the City.

SECTION 104. Note Ordinance To Constitute Contract.

The provisions of this Note Ordinance shall be a part of the contract of the City with the holder from time to time of the Note. The pledge made in this Note Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the holder from time to time of the Note.

SECTION 105. Limited Obligation Of Note And Pledges Securing The Same.

The Note shall be a limited obligation of the City payable solely from the Tax Receipts and the funds in and to be deposited in the Tax Allocation Fund, subject to the withdrawal and application of such funds in the Tax Allocation Fund for the payment of Redevelopment Project Costs and obligations in accordance with the provisions of the Redevelopment Act and this Note Ordinance. The Note shall not be deemed to constitute a general obligation of the City. Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the principal of or interest on the Note. The Note shall be entitled to the benefits of the continuing pledge and lien created by this Note Ordinance to secure the full and timely payment of the principal and interest on the Note.

SECTION 106. Definitions And Interpretations.

In this Note Ordinance, unless a different meaning clearly appears from the context:

Articles and sections mentioned by number only are the respective articles and sections of this Note Ordinance so numbered;

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the Constitution and laws of the State of Illinois;

"City Officer" means the Mayor, City Comptroller, City Treasurer, Commissioner of the Department of Economic Development and City Clerk of the City, and, when used with reference to an act or document, also means any other person authorized by resolution or ordinance of the City to perform such act or sign such document;

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys (who may be counsel of or counsel to the City or an attorney or firm of attorneys retained by it for other purposes) licensed to practice in the state in which he or it maintains an office, selected by the City;

"Event of Default" means any event of default under Section 501;

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Note Ordinance; the term "heretofore" means before the date of adoption of this Note Ordinance; and the term "hereafter" means after the date of adoption of this Note Ordinance;

"Investment Obligation" means any of the following which at the time are legal investments for units of local government under the laws of the State of Illinois for the monies held hereunder proposed to be invested:

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

(ii) obligations, the payment of the principal of and interest on which, in the opinion of the Attorney General of the United States, are unconditionally guaranteed by the United States of America.

"Note" means the note of the City authenticated and delivered under and pursuant to this Note Ordinance;

"Note Ordinance" means this Tax Increment Note Ordinance as the same may from time to time be amended, modified or supplemented by one or more Supplemental Note Ordinances;

"Noteholder" or the term "Holder" or "holder" or any similar term, when used with reference to the Note, means any person who shall be the registered owner of the Note;

"Note Service Account" means the account within the Tax Allocation Fund so designated which is established by Section 302;

"Officer's Certificate" means a certificate signed by a City Officer;

"Project Account" means the account within the Tax Allocation Fund so designated which is established by Section 302;

"Redevelopment Act" means the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 11 of the Illinois Municipal Code;

"Redevelopment Plan" means the "City of Chicago, Stockyards Industrial-Commercial Redevelopment Area Tax Increment Finance Program, Redevelopment Plan (December, 1988)" approved by the City pursuant to an ordinance entitled "Approval of Tax Increment Redevelopment Plan for Stockyards Industrial-Commercial Redevelopment Area Tax Increment Financing Project" duly adopted by the City Council of the City on March 8, 1989, as the same may be amended from time to time;

"Redevelopment Project" means the improvements to be constructed or acquired by the City, as described in the Redevelopment Plan;

"Redevelopment Project Area" means the area so designated pursuant to an ordinance entitled "Stockyards Industrial-Commercial Development Project Area Designation Pursuant to Tax Increment Allocation Redevelopment Project Act" duly adopted by the City Council of the City on March 8, 1989;

"Redevelopment Project Costs" shall have the meaning ascribed to such term in the Redevelopment Act;

"Supplemental Note Ordinance" means any ordinance of the City amending or supplementing the Note Ordinance adopted and becoming effective in accordance with the terms of Section 601;

"Tax Allocation Fund" means the "1989 Stockyards Industrial-Commercial Redevelopment Project Area Special Tax Allocation Fund" created pursuant to an ordinance entitled "Tax Increment Allocation Financing Adopted For Stockyards Industrial-Commercial Redevelopment Tax Increment Financing Project" duly adopted by the City Council of the City on March 8, 1989;

"Tax Receipts" means the portion of the real property taxes collected with respect to taxable real property in the Redevelopment Project Area that is required to be paid to the City Treasurer for deposit to the Tax Allocation Fund pursuant to Section 11-74.4-8 of the Redevelopment Act.

Words importing the masculine gender include every other gender;

Words importing the payment of the Note include the payment of a portion of the Note;

Words importing the persons include firms, associations and corporations;

Words importing the singular number include the plural number and vice versa.

#### SECTION 107. Captions And Index.

Any captions, titles or headings preceding the text of any article or section herein and any table of contents or index attached to this Note Ordinance or a copy thereof are solely for convenience of reference and shall not constitute a part of this Note Ordinance or affect its meaning, construction or effect.

#### SECTION 108. Parties Interested Herein.

Nothing in this Note Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person, other than the City and the holder of this Note, any right, remedy or claim under or by reason of this Note Ordinance or any covenant, stipulation, obligation, agreement or condition herein. All the covenants, stipulations, obligations, promises and agreements in this Note Ordinance contained by and on behalf of the City, shall be for the sole and exclusive benefit of the City and the holder of the Note.

#### SECTION 109. Severability Of Invalid Provisions.

If any one or more of the provisions, covenants or agreements in this Note Ordinance on the part of the City to be performed should be contrary to law, then such provision or provisions, covenant or covenants, agreement or agreements, shall in no way affect the validity of the other provisions of this Note Ordinance or of the Note.

*Article II.**Authorization Of Note.***SECTION 201. Authorization And Purpose Of The Note.**

The Note is hereby authorized to be issued in the aggregate principal amount of \$2,115,000 for the purpose of raising funds to pay Redevelopment Project Costs with respect to the Redevelopment Project described in the Redevelopment Plan, including the purchase of land situated within the Redevelopment Project Area.

**SECTION 202. Form Of Note.**

The Note shall be designated "Redevelopment Tax Increment Note (Stockyards Industrial-Commercial Redevelopment Project), Series 1989", and shall be issued in substantially the form of Note attached hereto as Exhibit B, with such changes, insertions and completions as shall be approved by the Mayor of the City executing such Note consistent with the provisions of this Note Ordinance and the Redevelopment Agreement, their execution to constitute conclusive evidence of such approvals.

**SECTION 203. Note Sale.**

The sale of the Note to Yards Developers Limited Partnership, or its designee, as purchaser, at a price of 100% of the principal amount of the Note issued is hereby authorized and approved.

The City Officers are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the City each and every thing necessary for the issuance of the Note, including the proper execution and delivery of the Note upon payment of the full purchase price of the Note.

**SECTION 204. Note Delivery.**

The Note shall be executed by or on behalf of the City in accordance with Section 206.

**SECTION 205. Application Of Proceeds Of Note.**

All of the proceeds of sale of the Note shall, on the date of the delivery of the Note, be deposited in the Project Account for application in accordance with the provisions of the Redevelopment Agreement.

**SECTION 206. Execution.**

The Note shall be executed in the name of the City by the manual or authorized facsimile signature of its Mayor, and its corporate seal or a facsimile thereof shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its City Clerk. In case any one or more of the officers who shall have signed or sealed the Note shall cease to be such officer before such Note shall have been delivered, the Note may, nevertheless, be delivered as if the persons who signed or sealed the Note had not ceased to hold office. The Note may be signed and sealed on behalf of the City by such persons as at the time of the execution of the Note shall be duly authorized or hold the proper office in the City, although at the date of the Note such persons may not have been so authorized or have held such office.

**SECTION 207. Transfer And Registry.**

The transfer of the Note shall be registrable only upon the registration books maintained by the City for the purpose, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the City and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for registration of transfer of the Note, the City shall execute and deliver a new Note registered in the name of the transferee of the same aggregate principal amount, series, maturity and interest rate as the surrendered Note.

The City may deem and treat the person in whose name the Note shall be registered upon the registration books as the absolute owner of the Note, whether such Note shall be overdue or not, for the purpose of receiving payment, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and any such payment as so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

**SECTION 208. Regulations With Respect To Exchanges And Transfers.**

In all cases in which the privilege of registering the transfer of the Note is exercised, the City shall execute and deliver a new Note in accordance with the provisions of this Note

Ordinance. The Note surrendered for registration of transfer shall forthwith be cancelled by the City. For every such registration of transfer of the Note, the City may, as a condition precedent to the privilege of making such registration of transfer, make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such registration of transfer.

*Article III.*

*Tax Allocation Fund.*

SECTION 301. Pledge Securing Note.

The Tax Allocation Fund shall be held in the custody of the City Treasurer. All Tax Receipts, the proceeds of sale of the Note and all other moneys deposited in the Tax Allocation Fund pursuant to the provisions of the Redevelopment Act or this Note Ordinance shall be held by the City Treasurer in trust and applied only in accordance with the provisions of this Note Ordinance.

Subject only to the rights of the City Treasurer to apply amounts under the provisions of Section 3.05, a pledge of the Tax Receipts and all moneys, securities and funds, held or set aside or to be held or set aside pursuant to this Note Ordinance by the City Treasurer in the Tax Allocation Fund is hereby made, and the pledge hereby made shall be valid and binding from and after the time of delivery by the City of the Note. Such Tax Receipts and such moneys, securities and funds so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of such pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City with respect to the Tax Receipts.

The pledge made pursuant to this Section 301 shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City. The Trustee may file notice of such pledge as provided in the Uniform Commercial Code.

SECTION 302. Establishment Of Accounts.

The City hereby establishes and creates the Note Service Account and the Project Account within the Tax Allocation Fund which shall be special accounts held by the City Treasurer.



**SECTION 303. Deposit Of Tax Receipts.**

From and after the time of delivery by the City of the Note delivered under this Note Ordinance, all Tax Receipts shall be deposited promptly with the City Treasurer. The City Treasurer shall be accountable under this section only for moneys actually so deposited. Fifty percent (50%) of all Tax Receipts shall be paid by the City Treasurer into the Note Service Account, and the balance of such Tax Receipts shall be paid by the City Treasurer into the Project Account. Pursuant to the provisions of Section 11-74.4-10 of the Redevelopment Act, revenue received by the City from the sale or other disposition of real property acquired by the City with the proceeds of the Note shall be deposited in the Note Service Account.

**SECTION 304. Application Of Note Service Account.**

(A) The City Treasurer shall withdraw from the Note Service Account, prior to each payment date of the Note, an amount equal to the unpaid principal of and interest due on the Note on or before such payment date, and shall cause the same to be applied to the payment of said principal and interest when due.

(B) Any amount remaining in the Note Service Account following each withdrawal pursuant to the provisions of paragraph (A) of this section shall be applied by the City Treasurer to the prepayment of the Note.

**SECTION 305. Project Account.**

Moneys in the Project Account shall be applied to pay Redevelopment Project Costs permitted by the Redevelopment Act and described in the Redevelopment Plan.

Upon requisitions from time to time filed with the City Treasurer and signed by a City Officer stating, by general classification, the purpose for which each disbursement is to be made, and, if such disbursement is for the purpose of paying the purchase price or cost of any lands, easements, or rights or interests in or relating to lands, or paying the cost or expense of work, materials, supplies or equipment or professional services related thereto, stating that such lands, easements, rights or interests are necessary for the construction or proper operation and maintenance of the Redevelopment Project or such work was actually performed, or such materials, supplies or equipment actually delivered, installed or fabricated, in, about or for the construction or reconstruction of the Redevelopment Project, the City Treasurer shall make out of the Project Account such disbursements as may be certified by such City Officer as required in order to pay a portion of Redevelopment Project Costs with respect to the Redevelopment Project.

If at any time there shall have been filed with the City Treasurer a City Officer's Certificate stating that construction of the Redevelopment Project has been substantially completed and stating the aggregate Redevelopment Project Costs and that an amount set

forth in said City Officer's Certificate reserved in the Project Account will be sufficient to pay all remaining Redevelopment Project Costs with respect to the Redevelopment Project, then any moneys in the Project Account in excess of the amount so set forth in said City Officer's Certificate shall be transferred to the Note Service Account.

SECTION 306. Distribution Of Surplus Funds.

If on any date, the amount in the Project Account is sufficient to pay all Redevelopment Project Costs and the amount in the Note Service Account equals or exceeds the sum of the unpaid principal amount of the Note and all unpaid interest thereon, then all Tax Receipts received after such date shall constitute "surplus" funds within the meaning of Section 11-74.4-7 of the Redevelopment Act and shall be distributed to taxing districts in accordance with the provisions of the Redevelopment Act.

*Article IV.*

*Particular Covenants.*

SECTION 401. General.

The City hereby covenants and agrees with the holder from time to time of the Note and makes provisions which shall be a part of its contract with such holder, to the effect and with the purpose set forth in the following provisions and sections of this article. The provisions of this article shall be effective from and after the time of the delivery by the City of the Note. The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of law, including the Redevelopment Act, or this Note Ordinance in accordance with the terms of such provisions.

SECTION 402. Payment Of Note.

Subject to the condition that any obligation of the City hereunder shall only be payable from Tax Receipts and other funds or obligations pledged pursuant to this Note Ordinance, the City shall duly and punctually pay or cause to be paid the principal of the Note and the interest thereon, at the dates and places and in the manner required in the Note, according to the true intent and meaning thereof. No holder of the Note shall ever have the right to compel any exercise of the general taxing power of the City to pay the Note or the interest thereon, and the Note shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provisions.

**SECTION 403. Construction Of Redevelopment Project.**

The City shall, with reasonable dispatch, proceed with the construction, installation and acquisition of the Redevelopment Project in accordance with the Redevelopment Plan and in conformity with law and all requirements of all governmental agencies having jurisdiction thereover.

**SECTION 404. Power To Issue Note And Pledge Tax Receipts.**

The City represents that it is duly authorized under all applicable laws to authorize and issue the Note, to adopt this Note Ordinance and to pledge the Tax Receipts purported to be pledged hereby in the manner and to the extent provided in this Note Ordinance. The Tax Receipts so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon, or with respect thereto prior to, or of equal rank with, the pledge created by this Note Ordinance, and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Note and the provisions of this Note Ordinance are and will be the valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Note Ordinance. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Tax Receipts pledged under this Note Ordinance and all rights of the holder of the Note under this Note Ordinance against all claims and demands of all persons whomsoever.

**SECTION 405. Creation Of Liens.**

The City shall not issue any bonds, notes, or other evidences of indebtedness, other than the Note, secured by a pledge of or other lien or charge on the Tax Receipts held to the credit of the Note Service Account and shall not create or cause to be created any lien or charge on such Tax Receipts; provided, however, that neither this section or any other provision of this Note Ordinance shall prevent the City from issuing bonds or notes or other obligations payable out of, or secured by a pledge of, Tax Receipts deposited or to be deposited in the Project Account.

**SECTION 406. Further Assurances.**

At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular its interest in the Tax Receipts pledged hereby for the payments of the principal of and interest on the Note.

SECTION 407. Agreement With Holder Of Note.

The City pledges to and agrees with the holder of the Note issued pursuant to this Note Ordinance that until the Note, together with interest thereon, with interest on any unpaid installment of interest and all costs and expenses in connection with any action or proceedings by or on behalf of such holder, are fully met and discharged, the City will continue to cause the Tax Receipts to be collected and applied in accordance with the Redevelopment Act and this Note Ordinance, and will not modify the Redevelopment Plan or change the boundaries of the Redevelopment Project Area in any manner which would result in a diminution of the amount of Tax Receipts or in any other manner impair the security of the holder of the Note with respect thereto without the express written consent of the holder of the Note.

*Article V.*

*Remedies On Default.*

SECTION 501. Events Of Default.

Each of the following shall constitute an event under this Note Ordinance and is hereby called an "Event of Default":

(1) interest on the Note shall become due on any date and shall not be paid on said date, or principal of the Note shall become due on any date and shall not be paid on said date; or

(2) a default shall be made in the observance or performance of any covenant, contract or other provision contained in the Note or this Note Ordinance and such default shall continue for a period of thirty (30) days after written notice to the City from the holder of the Note specifying such default and requiring the same to be remedied; or

(3) the City shall be declared or adjudged a bankrupt pursuant to proceedings taken under the laws of the United States of America or there shall be filed by the City a petition seeking the protection of the bankruptcy laws or an adjustment of indebtedness under any applicable law or statute of the United States of America or of the State of Illinois.

SECTION 502. Enforcement By Holder Of Note.

Upon the happening and continuance of an Event of Default or an event which upon sufficient notice may become an Event of Default described in the preceding section, the

holder of the Note may proceed, subject to the provisions of Section 105, to protect and enforce its rights under the laws of the State of Illinois or under this Note Ordinance by such suits, actions or proceedings in equity or at law, either for the specific performance of any covenant or contract contained herein or in aid or execution of any power herein granted or for any legal or equitable remedy as the holder of the Note shall deem most effectual to protect and enforce the rights aforesaid.

**SECTION 503. Accounting And Examination Of Records After Default.**

The City covenants with the holder of the Note that, if an Event of Default shall have happened and shall not have been remedied, (a) the books of record and account of the City and all records relating to the Redevelopment Project shall be subject at all times during business hours to the inspection and use of the holder of the Note and of its agents and attorneys, and (b) the City, whenever the holder of the Note shall demand, will account, as if it were the trustee of an express trust, for all Tax Receipts and other moneys, securities and funds pledged or held under this Note Ordinance for such period as shall be stated in such demand.

**SECTION 504. Remedies Not Exclusive.**

No remedy by the terms of this Note Ordinance conferred upon or reserved to the holder of the Note is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder now or hereafter existing at law or in equity or by statute.

**SECTION 505. Effect Of Waiver And Other Circumstances.**

No delay or omission of the holder of the Note to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein, and every right, power and remedy given by this Note Ordinance to them or any of them may be exercised from time to time and as often as may be deemed expedient by the holder of the Note. In case the holder of the Note shall have proceeded to enforce any right under this Note Ordinance, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the holder of the Note, then and in every such case the City and the holder of the Note will be restored to their former positions and rights hereunder with respect to all rights, remedies and powers of the holder of the Note which shall continue as if no such proceedings had been taken.

*Article VI.*

*Miscellaneous.*

SECTION 601. No Amendment Or Modification Of Note Ordinance; Exception.

No amendment or modification shall be made to this Note Ordinance that adversely affects the security for the repayment of the Note without the express written consent of the holder of the Note.

SECTION 602. General Regulations As To Moneys And Funds.

Each of the Accounts referred to in Section 302 shall be a trust fund for the purpose thereof. Moneys in each of said Accounts, on instructions signed by a City Officer, shall be invested in Investment Obligations or be deposited in time or other accounts, or in certificates of deposit of any bank, trust company or national banking association having its principal office in the State of Illinois. Obligations so purchased shall be deemed at all times to be a part of said Account and the interest thereon and any profit arising on the sale thereof shall be credited to said Account, and any loss resulting on the sale thereof shall be charged to said Account. Obligations so purchased as an investment of moneys in any such Account shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any transfer, withdrawal, payment or disbursement from said Account, or, in the case of any required transfer of moneys to another such Account, may be transferred to that Account in lieu of the required moneys if permitted hereby as an investment of moneys in that Account.

SECTION 604. No Personal Liability On Note.

No recourse shall be had for the payment of the principal of or the interest on the Note or for any claim based thereon or under this Note Ordinance against any officer of the City, or any person executing this Note; provided, however, that nothing herein shall bear recourse in mandamus or otherwise to any such person or officer in his corporate as opposed to his individual capacity.

SECTION 605. Effective Date.

This ordinance shall become effective in the manner provided by law.

Exhibits "A" and "B" attached to this ordinance read as follows:

*Exhibit "A".*

*Stockyards Shopping Center*

*Redevelopment Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1989 by and between the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), and Yards Developers Limited Partnership, an Indiana limited partnership (the "Developer"), an affiliate of Melvin Simon and Associates, Inc.

*Recitals:*

A. The City has the authority to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. Developer desires to construct a shopping center consisting of an approximately 255,000 square foot multi-tenant retail mall and related improvements on an approximately 24 acre tract located at the northwest corner of West 47th Street and South Damen Avenue, in Chicago, Illinois, legally described on (Sub)Exhibit A attached hereto and made a part hereof (the "Property"). The Property is located within a tax increment redevelopment area which is legally described on (Sub)Exhibit B attached hereto and made a part hereof, and designated the Stockyards Industrial-Commercial Redevelopment Project Area (the "Redevelopment Project Area") by an ordinance hereinafter described. The Property, together with the shopping center and related improvements to be constructed on the Property, are herein referred to as the "Project". The Project will be developed in accordance with the Site Plan attached hereto as (Sub)Exhibit C. A description of the Project is attached hereto as (Sub)Exhibit D.

C. In connection with the development of the Project, Developer, as provided herein, will cause to be constructed the public improvements described in (Sub)Exhibit E attached hereto (the "Public Improvements").

D. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, Sections 11-74.4-1 et seq., of Ch. 24, Ill. Rev. Stat., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

E. To stimulate and induce the acquisition and redevelopment of the Redevelopment Project Area, and pursuant to the Act, the City Council of the City of Chicago ("City Council"), on March 8, 1989, adopted the following ordinances: (1) "An Ordinance of the

City of Chicago, Illinois, approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Stockyards Industrial-Commercial Redevelopment Project Area", (2) "An Ordinance of the City of Chicago, Illinois, designating the Stockyards Industrial-Commercial Redevelopment Project Area of said City a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Project Act", and (3) "An Ordinance of the City of Chicago, Illinois adopting Tax Increment Allocation Financing for the Stockyards Industrial-Commercial Redevelopment Project Area". Said ordinances are sometimes hereinafter referred to as the "Ordinances".

F. For the purposes of paying a portion of the redevelopment project costs for the Project, the City Council adopted "An Ordinance Authorizing the Execution and Delivery of a Redevelopment Agreement Between the City of Chicago and Yards Developers Limited Partnership and the Issuance by the City of Chicago of a Redevelopment Tax Increment Note (Stockyards Industrial-Commercial Redevelopment Project), Series 1989, in the principal amount of \$2,115,000" (the "Note Ordinance"). The proceeds of the Redevelopment Note ("T.I.F. Funds") will be used to finance certain redevelopment costs as described in (Sub)Exhibit F attached hereto and made a part hereof (the "T.I.F. Funded Redevelopment Project Costs").

G. Because of the lack of economic growth within the Redevelopment Project Area and in order to stimulate economic development within the area and to promote the creation of jobs for community citizens, Developer shall accept the assignment of an agreement (the "First Source Agreement") between the Mayor's Office of Employment and Training and Simon Land Dev., Inc., a predecessor in interest to Developer. A copy of the First Source Agreement is attached hereto as (Sub)Exhibit G.

For And In Consideration of the mutual covenants described above and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

*Incorporation Of Recitals.*

The recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section I, and this Agreement shall be construed in accordance therewith.



## II.

*Certain Developer's Covenants,  
Representations And Warranties.*

Developer represents, warrants and covenants to the City as follows:

A. Developer shall be governed by, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders applicable to the Project as may be in effect from time to time.

B. Developer shall proceed diligently to carry out the purchase of the Property and the construction of the Project as required pursuant to this Agreement.

C. (i) Developer is a limited partnership organized and validly existing and in good standing under the laws of the State of Indiana and is qualified or licensed to do business in the State of Illinois; (ii) Developer has the right and power and is authorized to enter into, execute, deliver and perform this Agreement; (iii) the execution, delivery and performance by Developer of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Developer's articles of incorporation or by-laws, or any instrument or document to which Developer is now a party or by which it is bound; (iv) Developer shall cause title to the Property to be maintained in merchantable condition as granted to it free and clear of all liens, claims, security interests and encumbrances except those of the initial mortgage as provided in Section 4.07, any liens or encumbrances otherwise permitted pursuant to this Agreement and any exceptions to title approved by the City; (v) Developer is now solvent and able to pay its debts as they mature; (vi) there are no actions at law or similar proceedings which are pending or threatened against Developer or the Property which might result in any material and adverse change to Developer's financial condition, or materially affect Developer's assets as of the date of this Agreement; (vii) Developer has obtained or shall obtain all government permits, certificates, consents (including, without limitation, appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business and to own or lease and operate its properties (including, but not limited to, the Property) as now owned or leased by it; (viii) no default has been declared with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which Developer is a party or by which it is bound; (ix) the financial materials furnished by or on behalf of Developer to the City ("Financials") fairly and accurately present the assets, liabilities and financial conditions and results of operations of Developer as of the dates thereof; and (x) there has been no material and/or adverse change in the assets, liabilities or financial condition of Developer since the dates of the Financials and the date of this Agreement other than as a result of the ordinary and customary conduct of its business.

D. Developer shall not, without the prior written consent of the Commissioner of the Department of Economic Development (the "Department") or his or her designee (the

"Commissioner"), which consent may be withheld in the Commissioner's sole discretion, except as permitted under Section 12.01 (i) grant, suffer or permit a lien, claim or encumbrance upon the Project or any portion thereof, provided that this shall not be construed to preclude, limit or require the Commissioner's consent to any lessee mortgaging its leasehold estate; (ii) permit or suffer any levy, attachment or restraint to be made affecting any of the Property; (iii) enter into any transaction not in the ordinary course of its business which materially and adversely affects Developer's ability to pay its debts as such may then exist.

E. Developer shall pay promptly when due all Charges (hereinafter defined) arising or incurred from and after the date hereof with respect to the Project. In the event, at any time or times after the date hereof and prior to the later to occur of (i) issuance of a certificate of completion by the Commissioner or (ii) full payment of the indebtedness evidenced by the T.I.F. Bonds, Developer shall fail to pay the Charges or to obtain discharge of the same, Developer shall so advise the Commissioner thereof in writing, at which time the City may, without waiving or releasing any obligation or liability of Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the Commissioner deems advisable. All sums so paid by the City and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Developer to the City with interest. As used herein the term "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances or non- governmental claims or liens upon and/or relating to the Project, Developer's business, Developer's income and/or gross receipts.

F. All of the information contained in the Stockyards Industrial- Commercial Tax Increment Redevelopment Area Plan and Project as provided in the ordinances (the "Redevelopment Plan"), regarding the Redevelopment Project Area, the Project, the Property and Developer is true, correct and complete to the best of Developer's knowledge.

G. The tax receipts estimated to be received from the Property for the years that the Redevelopment Plan is in effect, as set forth in (Sub)Exhibit K hereto, are accurate to the best of Developer's knowledge, and are made a part hereof.

### III.

#### *City's Covenants.*

The City represents and warrants that it has authority under its home rule powers to execute, deliver and perform the terms and obligations of this Agreement, including, without limitation, the right, power and authority to execute the Redevelopment Note and

to issue and sell T.I.F. revenue bonds (as described in Section 11.03 herein) for payment of the T.I.F. Funded Redevelopment Project Costs, including the payment and retirement of the Redevelopment Note.

IV.

*Construction Of The Project And Public Improvements.*

4.01 Developer's Covenant To Redevelop.

Promptly after the date hereof, Developer shall plan and construct the Project and Public Improvements, in accordance with the Redevelopment Plan, the Ordinances, this Agreement, the Site Plan, attached hereto as (Sub)Exhibit C and incorporated herein by reference, and with the plans and specifications to be prepared by Developer and approved by Department as provided in this Section IV.

4.02 Time For Completion.

Developer shall complete construction of the Project and Public Improvements within 24 months after the date of this Agreement, subject to the provisions of subsection 13.02 hereof.

4.03 Compliance With Laws.

The Project and the Public Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformity with all applicable laws, ordinances and regulations.

4.04 Plans And Specifications.

Within 120 days after the date of this Agreement, Developer shall cause to be delivered to the City for review and approval complete construction documents containing working drawings and specifications ("Plans and Specifications") for the Project and the Public Improvements. Developer shall cause the Project and the Public Improvements to be constructed in accordance with the Plans and Specifications approved by the Commissioner. The Plans and Specifications to be prepared by Developer shall conform to the Site Plan and the Redevelopment Plan as amended from time to time, and all applicable state and local laws, ordinances and regulations. Any amendment to any of the

Plans and Specifications or change in the Site Plan must be submitted by Developer to the Commissioner for approval, which approval shall not be unreasonably withheld or delayed. The Site Plan sets forth the outline of the exterior perimeters of buildings. The location of interior walls may be changed to suit various tenants' needs without securing the City's approval. Developer may simultaneously submit Plans and Specifications to the Commissioner and to the City Building Department and any other City regulatory agencies as required.

#### 4.05 Time For Submission Of Corrected Plans And Specifications.

Except as provided in subsection 4.04, the time within which Developer shall submit any new or corrected Plans and Specifications shall not be later than fifteen (15) days after the date Developer receives written notice from the Commissioner of his or her rejection of any of the Plans and Specifications referred to in the notice.

#### 4.06 Limited Applicability Of The Commissioner's Approval.

Any approvals made by the Commissioner of the Plans and Specifications and the Site Plan are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the Commissioner pursuant to this Agreement constitute approval of the quality, structural soundness or the safety of the Project.

### V.

#### *Certification Of Completion.*

After completion of the construction of the Project and the Public Improvements in accordance with this Agreement, the Commissioner shall promptly, at Developer's request, furnish Developer with an appropriate instrument so certifying. The certification by the Commissioner shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer and its successors and assigns to construct the Project and the Public Improvements or cause them to be constructed. The certification shall be in such form as will enable it to be recorded. The Commissioner shall respond to Developer's written request for a certificate of completion within 30 days after the Commissioner's receipt thereof, either with the issuance of a certificate of completion, or with a written statement indicating in adequate detail how Developer has failed to complete the construction in conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Commissioner, for Developer to take or perform in order to obtain the certification. If the Commissioner requires additional measures or acts of

Developer to assure compliance, Developer shall resubmit a written request for a certificate of completion upon compliance with the Commissioner's response.

## VI.

### *Utility Connections And Permit Fees.*

#### 6.01 Utility Connections.

The City hereby agrees that Developer shall have the right to connect all on-site water lines, sanitary and storm sewer lines constructed on the Property to City utility lines existing on the Property or near the perimeter of the Property, provided that Developer complies with all requirements of general applicability promulgated by the City for such connections.

#### 6.02 Permit Fees.

The City agrees that Developer shall be obligated to pay, in connection with the development of the Project and Public Improvements, only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City.

#### 6.03 Traffic Lights.

The City agrees that traffic lights designed pursuant to Section 8.03 of this Agreement shall be installed at the intersection of West 47th Street and South Hoyne Avenue.

## VII.

### *Performance Bond.*

Developer shall require each of the general contractor and subcontractors for the Public Improvements to be bonded to the extent they actually engage in construction work as a Major Construction Contractor as herein defined. A "Major Construction Contractor" is any contractor or subcontractor performing work or supplying materials for the Public Improvements in an amount of Two Hundred Thousand Dollars (\$200,000.00) or more. Bonds required by this Section shall be issued by sureties having a AA rating or better

using American Institute of Architects' form No. A311 or its equivalent with the City being shown as obligee or additional obligee.

VIII.

*The Property And Public Improvements.*

8.01 Property To Be Conveyed To Developer.

A. The Property consists of two parcels, Parcel A and Parcel B, as set forth in (Sub)Exhibit A attached hereto.

B. As soon as practicable following the execution and delivery of this Agreement, the City shall issue and sell to Developer the Redevelopment Note in substantially the form attached hereto as (Sub)Exhibit H. The Redevelopment Note shall be in the principal amount of Two Million One Hundred Fifteen Thousand Dollars (\$2,115,000.00), together with interest thereon at the interest rate of ten and one-half percent (10-1/2%) per annum and shall be payable as set forth in the Note.

C. The purchase price payable by Developer for the Redevelopment Note shall be an amount equal to the principal amount thereof, which purchase price shall be paid by the Developer by check payable to the order of the City.

D. Upon receipt of the proceeds of the sale of the Redevelopment Note, the City shall apply the proceeds thereof as follows:

\$2,115,000 shall be applied to purchase the portion of the Property described in (Sub)Exhibit A as "Parcel A".

E. Immediately upon the acquisition of Parcel A by the City, the City shall convey Parcel A to the Developer by Quitclaim Deed substantially in the form of (Sub)Exhibit I attached hereto in consideration for the payment by Developer of \$100 to the City.

8.02 Developer Authorized To Construct Certain Public Improvements.

In order to further the development of the Redevelopment Project Area, the City hereby authorizes Developer to cause the Public Improvements which are outlined in (Sub)Exhibit E, to be constructed in accordance with this Agreement and the Plans and Specifications approved by the City pursuant to Section IV.

### 8.03 Traffic And Street Lights.

Notwithstanding anything contained in this Agreement to the contrary, the City shall prepare the plans and specifications for and construct the traffic lights and street lights designated by the City as Public Improvements. The cost of such design and construction shall be paid for by the Developer.

## XI.

### *Use Of One Contractor.*

Notwithstanding anything to the contrary herein contained, and provided that Developer otherwise complies with the terms of this Agreement, Developer may bid the Public Improvements and/or the Project as part of one contract.

## X.

### *Failure Of Developer To Complete Project Or Public Improvements.*

If Developer fails to complete the Project or Public Improvements in accordance with the terms hereof, after notice and after expiration of all cure periods as provided for herein, then in such event the City shall have the right to cancel the Redevelopment Note.

## XI.

### *Disbursement And Obligations.*

#### 11.01 Source Of Funds For Payment Of The Redevelopment Note.

On March 8, 1989, the City adopted an ordinance entitled, "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing in connection with the Stockyards Industrial-Commercial Redevelopment Tax Increment Financing Project" (the "Real Estate Tax Increment Ordinance"). The Real Estate Tax Increment Ordinance provides, in part, that ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act, for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e., commencing with the year beginning in

January 1, 1990) until the Project costs and obligations issued in respect thereto have been paid, which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Project Area as certified by the Cook County Clerk, all as provided in Sections 11-74.4-8 and 11-74.4-9 of the Act (hereinafter the "Real Estate Tax Increment") shall be allocated to and when collected shall be paid to the City Treasurer who shall deposit the Real Estate Tax Increment in a special fund entitled "1989 Stockyards Industrial-Commercial Redevelopment Project Area Special Tax Allocation Fund" (the "Tax Allocation Fund") for the purpose of paying redevelopment project costs and obligations incurred by the City. Because it is a special fund, deposits of the Real Estate Tax Increment into the Tax Allocation Fund shall not be subject to the appropriation process of the City, and amounts deposited therein shall be disbursed in accordance with this Agreement and the Note Ordinance without further action by the City.

#### 11.02 Title Insurance.

At Developer's expense, Developer shall provide the City with a commitment for an owner's title insurance policy naming the City as insured in a nominal amount covering the portion of the Property owned by the City or upon which the Public Improvements are to be constructed.

#### 11.03 City Obligation To Issue T.I.F. Bonds To Pay Redevelopment Note.

City covenants and agrees to use its best efforts to the maximum extent permitted by law to issue, sell and deliver T.I.F. Bonds pursuant to the provisions of the Act for the purpose of paying the principal of and accrued interest on the Redevelopment Note. Such bonds shall be issued as soon as may be practicable but, in no event, later than May 1, 1992, and shall be issued by the City whether or not the interest thereon is exempt to any extent from federal income taxes; provided, however, that the covenant and agreement set forth in this Section 11.03 shall be of no force or effect if (and for such period as ) the bonds required to be issued hereunder would be required to bear interest at an interest rate in excess of [fifteen percent (15%)] per annum. Until such time as T.I.F. Bonds are issued as herein provided, City agrees to apply not less than fifty percent (50%) of the tax increment collected annually by the City with respect to taxable real property in the Redevelopment Project Area and deposited into the Tax Allocation Fund to the payment of the Redevelopment Note. Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the principal of the Redevelopment Note or the T.I.F. Bonds, the interest thereon or other costs incident thereto. Neither the Redevelopment Note nor the T.I.F. Bonds constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation.



XII.

*Developer's Obligation  
To Obtain Other Financing.*

12.01 Bank Financing.

No later than the commencement of construction, Developer agrees to procure a line of credit in an amount no less than \$19,000,000 from Banc One Mortgage Corporation ("Bank") or another lender acceptable to the City for the construction of the Project.

12.02 Default.

Any default under the financing referred to in Section 12.01 above shall be a material default under this Agreement.

XIII.

*Performance.*

13.01 Time Of The Essence.

Time is of the essence of this Agreement.

13.02 Delay.

For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge the respective obligations hereunder; nor shall either the City or Developer be considered in breach of, or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the

City to act under the Redevelopment Plan, any of the Ordinances, or perform under this Agreement or challenging the authority of the City to vacate any streets or alleys as herein provided. The City shall diligently contest any such proceedings and any appeals therefrom. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Developer or increase its obligations under this Agreement. Provided, however, that the party seeking the benefit of the provisions of this Section 13.02 shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

#### 13.03 No Waiver By Delay.

Any delay by the City in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and the Developer should still hope to otherwise resolve the problems created by the default involved). No waiver in fact made by the City with respect to any specific default by Developer should be considered or treated as a waiver of the rights of the City with respect to any other defaults by Developer or with respect to the particular default except to the extent specifically waived in writing. No waiver in fact made by the Developer with respect to any specific default by City should be considered or treated as a waiver of the rights of the Developer with respect to any other defaults by City or with respect to the particular default except to the extent specifically waived in writing.

#### 13.04 Breach.

Upon breach of this Agreement, either of the parties in any court of competent jurisdiction, by any action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained or may be awarded damages for failure of performance or both. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

## XIV.

*Indemnity.*

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement or (ii) the failure of Developer or any contractor to pay contractors, subcontractors, or materialmen in connection with the Project or the Public Improvements or (iii) material misrepresentations or omissions in the Redevelopment Plan, this Agreement or any financing documents related thereto which are the result of information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) the failure of Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (v) any violation or alleged violation of any applicable statute, rule or regulation for the protection of the environment which occurs or is alleged to occur upon the Property or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation or alleged violation; provided that to the extent that the City is strictly liable or alleged to be strictly liable in respect to the Property under any such environmental statute, Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of Developer with respect to the violation or alleged violation of law which results in liability to the City. This indemnity in subsection (v) shall not apply to any act or omission resulting in environmental impairment of the Property which arises from the City's own negligence. Developer further agrees that the indemnity in this subsection (v) and the representations and warranties contained herein shall continue and remain in full force and effect beyond the term of this Agreement and shall be terminated only when there is no further obligation of the City of any kind, whether in law or in equity or otherwise, in connection with any such environmental clean-up costs, environmental liens or environmental matters involving the Property. In connection with the indemnity in this subsection (v), the Developer has submitted to the City a "Summary Report for Environmental Reconnaissance" dated December 23, 1988 (the "Summary Report"), prepared for Melvin Simon and Associates by STS Consultants, Ltd. The City has reviewed and relied upon the Summary Report, which has induced the City to enter into this Agreement.

## XV.

*Insurance.*

Developer agrees to provide the City with all policies of insurance which the City may reasonably require, in connection with the construction of the Project and the Public Improvements, in forms, coverage, companies and amounts satisfactory to the City,

including without limitation, comprehensive liability, workmen's compensation and builder's risk insurance coverage naming the City as an additional insured on said policies.

XVI.

*City's Right To Audit  
Developer's Books And Records.*

Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project and the Public Improvements, including without limitation, Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, in order to confirm that the T.I.F. Funds are or have been expended for purposes of undertaking the Project and Public Improvements or other purposes permitted under the Act. Developer further agrees to incorporate the City's right to audit books and records as described herein into all contracts entered into by Developer with respect to this Agreement, the Project, or the Public Improvements.

XVII.

*Real Estate Taxes.*

17.01 Acknowledgment Of Taxes.

Developer agrees:

(i) that for the purposes of this Agreement the total projected minimum assessed value ("Minimum Assessed Value") of the respective portions of the Property and the Project are shown on (Sub)Exhibit J attached hereto and incorporated by reference herein; and

(ii) that the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project pledged from the incremental tax revenues described in the Note Ordinance are estimated as shown in (Sub)Exhibit K attached hereto.

#### 17.02 No Exemption.

With reference to the assessment of the Property and the Project or any part thereof, neither Developer nor any assignee or transferee of or successor in interest to Developer shall, for any year that the Redevelopment Plan is in effect, apply for, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)).

#### 17.03 No Reduction.

Neither Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Developer, shall, for any year that the Redevelopment Plan is in effect, directly or indirectly, initiate, apply for, or seek to lower the assessed values below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit J while the Redevelopment Note is, or the T.I.F. Bonds are, outstanding, nor seek any reclassification of the Property in order to reduce the amount of real estate taxes due.

#### 17.04 No Objections.

Neither Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Developer shall, for any year that the Redevelopment Plan is in effect, object to or in any way seek to prevent, on procedural or any other grounds, the filing of any Underassessment Complaint, as hereinafter defined, with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer. For purposes of this Section 17.04, the term "Underassessment Complaint" means a complaint seeking to increase the assessed value of the Project, but not above the level set forth in (Sub)Exhibit J, in respect to any year that the Redevelopment Plan is in effect.

#### 17.05 Understanding Of The Parties.

The foregoing covenants in subsections 17.02, 17.03 and 17.04 above shall be construed and interpreted as an express agreement by Developer with the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the exhibits attached hereto may be used by the City, in the City's discretion, as admissions against Developer's interest in any proceeding.

#### 17.06 Covenants Running With Land.

The parties agree that the restrictions contained in this Section 17 are covenants running with the land and a memorandum thereof shall be recorded with the Cook County Recorder of Deeds. These restrictions shall be binding upon Developer, and its agents, representatives, tenants, lessees, successors, assigns or transferees from and after the date hereof; provided, however, that the covenants shall be null and void if and when the Redevelopment Note has been paid and the T.I.F. Bonds have been fully redeemed or paid. Developer agrees that any sale, conveyance or transfer of title to all or any portion of the Property from and after the date hereof shall be made subject to such covenants and restrictions. The Developer further agrees, that it shall pay the real estate taxes on the Property promptly before the date of delinquency of such tax bills.

### XVIII.

#### *City Fees.*

Upon issuance of the T.I.F. Bonds, the City shall be paid a fee of \$113,000 out of T.I.F. Funds as a T.I.F. Funded Redevelopment Project Cost to reimburse various departments of the City for the cost of administration and monitoring of the construction of the Project and Public Improvements, and legal and other expenses incurred by the City with respect to the Project and Public Improvements.

### XIX.

#### *Restrictions.*

Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that Developer and its successors and assigns shall:

- A. develop the Property in accordance with the uses set forth herein and in the Redevelopment Plan; and
- B. devote the Property to, and only to, the uses specified herein and in the Redevelopment Plan; and
- C. not discriminate upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

It is intended and agreed that the covenants provided in Sections XIX(A) and (B) shall remain in effect from the date of execution of this Agreement until January 1, 2012, and the covenants provided in Section XIX(C) shall remain effective without any time limitation, provided, that such agreements and covenants shall be binding on the Developer itself, each successor in interest to the Property, and in every party thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to or an interest in, or possession or occupancy of the Property.

XX.

*Transfers And Encumbrances.*

20.01 Prohibition Against Transfers.

Prior to the issuance of a Certificate of Completion for the Project and the Public Improvements, Developer shall not make, create or suffer to be made any sale, transfer, assignment, or conveyance with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the City, which approval may not be unreasonably withheld or delayed.

20.02 Limitation Upon Encumbrance Of Property.

Prior to the issuance of a Certificate of Completion for the Project and Public Improvements, neither Developer nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except as specifically permitted in this Agreement.

XXI.

*Covenants Running With The Land.*

It is intended and agreed, that all covenants provided in this Agreement on the part of Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof.

XXII.

*Amendment.*

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties and by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

XXIII.

*No Other Agreements.*

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

XXIV.

*Consent.*

Except as otherwise provided in this Agreement, whenever herein consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

XXV.

*Conflict Of Interest:  
City's Representatives Not Individually Liable.*

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.



## XXVI.

*Equal Employment Opportunity.*

Developer, for itself and its successors, assigns, contractors, subcontractors, tenants and lessees, agrees that so long as any T.I.F. Bonds remain outstanding:

A. Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, mental or physical disability, national origin or ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. Developer will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, religion, color, sex, age, mental or physical disability, national origin or ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

B. To the greatest extent feasible, Developer is required to present opportunities for training and employment that are to be given to lower income residents of the Project area, hereby defined as the City of Chicago; and that contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the Project area.

C. In undertaking the construction of the Project and the services required under Article XXVIII hereof, Developer shall spend, at a minimum, by contracts, subcontracts or otherwise, not less than 25% with Minority Business Enterprises ("M.B.E.") and 5% with Women Business Enterprises ("W.B.E."), as hereinafter defined, of the total amount spent by Developer in the construction of the Project and the services required under Article XXVIII hereof.

The term "M.B.E." means a firm awarded certification as a minority-owned and controlled business in accordance with City regulations. The term "W.B.E." means a firm awarded certification as a woman-owned and controlled business in accordance with City regulations. Where a participant is certified as both an M.B.E. and a W.B.E., Developer, in meeting its goals hereunder, may elect to treat the participant as an M.B.E. or a W.B.E., but not both.

D. All construction workers covered by this Agreement shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees and helpers where applicable.

E. Developer, in order to demonstrate compliance with the terms of this Agreement, will cooperate with the City of Chicago, Mayor's Office of Employment and Training ("M.E.T."), which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies. Developer shall provide M.E.T. with such information and documentation as M.E.T. may request for review.

F. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, mental or physical disability, national origin or ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

G. Developer will include the provisions of paragraphs (A), (B), (C), (D), (E) and (F) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, and every lease or sublease for facilities in excess of 5,000 square feet of net leaseable area, so that such provisions will be binding upon each such contractor or sub-contractor, tenant or subtenant as the case may be. Failure to comply with these provisions will be a basis to institute remedies under the provision of Section XIII of this Agreement. For purposes of this Section XXVI, the term Developer shall be deemed to include Developer's successors, assigns, contractors, subcontractors, tenants and lessees.

H. The parties hereto will enter into a "First Source Agreement" to be substantially in the form attached hereto as (Sub)Exhibit G.

#### XXVII.

##### *Mutual Assistance.*

The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

#### XXVIII.

##### *Planning And Engineering Of Streets In Northeast Quadrant Of The T.I.F. Area.*

Developer shall cause Yards Industrial Planning Corporation, Incorporated, to perform, subject to approval by the City, those planning and engineering services described on (Sub)Exhibit L attached hereto and made a part hereof, on the property described therein.

## XXIX.

*Miscellaneous Provisions.*

## 29.01 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

## 29.02 Disclaimer.

Nothing contained in this Agreement nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

## 29.03 Notices.

All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be sufficiently given on the second day following the day on which the same shall have been mailed by registered or certified mail, postage and fees prepaid, return receipt requested, addressed as follows:

If To City:

City of Chicago  
Department of Economic Development  
24 East Congress Parkway  
Chicago, Illinois 60605  
Attention: Commissioner

With Copies To:

City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 511  
Chicago, Illinois 60602

If To Developer:

Yards Developers Limited Partnership  
Merchants Plaza  
P.O. Box 7033  
Indianapolis, Indiana 46207

With Copies To:

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

#### 29.04 Paragraph Headings.

The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

#### 29.05 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

#### 29.06 Recordation Of Agreement.

The parties agree to execute and deliver the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records.

#### 29.07 Successors And Assignees.

The terms and conditions of this Agreement are to apply to and bind the successors and assignees of the City and the successors and assigns of Developer.

#### 29.08 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the

Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.09 Non-Recourse.

The liability of Developer hereunder shall be limited to its interest in the assets of the limited partnership and neither the Developer nor its partners shall have any personal liability hereunder.

29.10 Provisions Not Merged With Deed.

None of the provisions of this Agreement are intended to, nor shall they be merged, by reason of any deed transferring title to the Property from the City to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibit C to this Exhibit "A" printed on  
page 1163 of this Journal.]

(Sub)Exhibits A, and B, through L attached to this Exhibit "A" read as follows:

*(Sub)Exhibit A.*

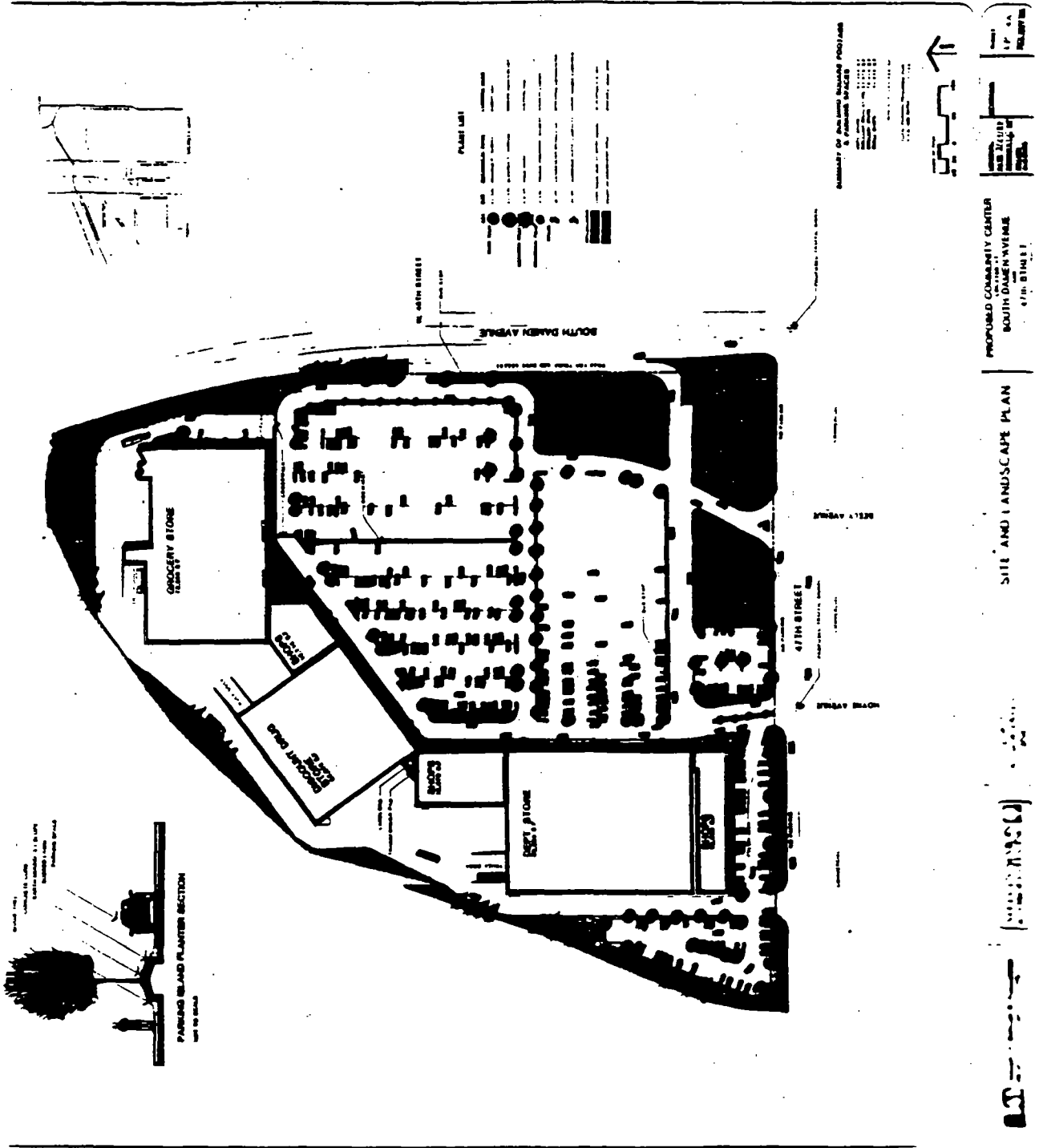
*Legal Description Of Property.*

That part of the southeast quarter of the southwest quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the west line of the east 84.00 feet of said south quarter with the north line of the south 33.00 feet of said southwest quarter and

(Continued on page 1165)

Exhibit "C".



(Continued from page 1162)

running thence west along the north line of the said 33.00 feet aforesaid, said north line also being the north line of West 47th Street, a distance of 1,122.40 feet; thence northerly along the arc of a circle which is convex to the west, has a radius of 481.19 feet, a distance of 97.90 feet to a point 1,195.31 feet, measured perpendicularly, west from the east line of said south quarter; thence northerly along the arc of a circle which is convex to the west, has a radius of 278.98 feet and is tangent to the last described curve, a distance of 29.00 feet to a point 1,187.66 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along the arc of a circle which is convex to the west, has a radius of 648.76 feet and is tangent to the last described curve, a distance of 61.78 feet to a point 1,165.52 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along a straight line, tangent to the last described curve, a distance of 86.69 feet to a point 1,130.62 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along the arc of a circle which is convex to the southeast, has a radius of 2,649.54 feet and is tangent to the last described line, a distance of 160.31 feet to a point 1,070.56 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along a straight line, tangent to the last described curve, a distance of 253.42 feet to a point 649.50 feet north, on a line drawn at right angles to the north line of the south 33.00 feet of said southwest quarter, from a point on said north line 986.00 feet west of the east line of said southwest quarter (as measured along said north line); thence south along said perpendicular line 70.66 feet to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of a railroad track, and which is 611.84 feet north from the south line of said southwest quarter of Section 6; thence northeasterly along a straight line, a distance of 246.87 feet to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of said railroad track and which is 851.00 feet, measured perpendicularly, north from the south line and 920.68 feet, measured perpendicularly, west from the east line of said southwest quarter of Section 6; thence northeasterly along a straight line, a distance of 324.16 feet to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of said railroad track, and which is 1,083.39 feet, measured perpendicularly, north from the south line and 693.52 feet, measured perpendicularly, west from the east line of said southwest quarter of Section 6; thence northeastwardly along a straight line, a distance of 245.03 feet, to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of said railroad track, and which is 1,226.74 feet, measured perpendicularly, north from the south line, and 494.08 feet, measured perpendicularly, west from the east line of said southwest quarter of Section 6; thence northeastwardly along a straight line, a distance of 159.43 feet, to a point on the west line of the east 347.50 feet of said southwest quarter of Section 6, which is 20.00 feet, measured perpendicularly, southerly from the center line of said railroad track, and which is 1,290.18 feet, measured perpendicularly, north from the south line of said southwest quarter of Section 6; thence north along the west line of the east 347.50 feet, a distance of 5.01 feet to a point on said west line 30.87 feet south of the northwest corner of the east 347.50 feet of the north half of the south half of the east half of the southwest quarter of said Section 6; thence southwardly and eastwardly along the arc of a circle having a radius of 275.44 feet and convex northerly a distance of 140.49 feet to a point 37.40 feet south of the north line of said north half of the south half of the east half of the southwest quarter as measured perpendicularly from said line, and 208.72 feet west of the east line of aforesaid east 347.50 feet as measured perpendicularly from said east line; thence southeasterly in a straight line a distance of 187.20 feet to a point of tangency, said

point of tangency being 215.63 feet south of the north line of said north half of the south half of the east half of the southwest quarter as aforesaid, as measured perpendicularly from said north line and 155.75 feet west of the east line of aforesaid east 347.50 feet as measured perpendicularly from said east line; thence southwardly and eastwardly along the arc of a circle having a radius of 1,952.00 feet and convex easterly a distance of 421.25 feet to a point, said point being 80.90 feet west of the east line of said east 347.50 feet and 33.00 feet north of the south line of the north half of the south half of the east half of the southwest quarter; thence west along said line 33.00 feet north of the south line of the north half of the south half of the east half of the southwest quarter a distance of 3.10 feet to an intersection with the west line of the east 84.0 feet of the southeast quarter of said southwest quarter of Section 6; thence south along the west line of the east 84.0 feet aforesaid a distance of 662.91 feet to the place of beginning, in Cook County, Illinois.

Excepting from the above described property the easterly 18 feet lying in the north 627 feet of the north half of the southeast quarter of the southwest quarter of Section 6, Township 38 North and Range 14 East as excepted in the deed from the City of Chicago recorded as Document No. 22620471 and rerecorded to correct the legal description as Document No. 22912875.

Parcels "A" and "B" to this (Sub)Exhibit A read as follows:

*Parcel "A".*

That part of the southeast quarter of the southwest quarter of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: commencing at the intersection of the west line of the east 84.00 feet of said southwest quarter with the north line of the south 33.00 feet of said southwest quarter and running thence west along the north line of the said 33.00 feet aforesaid, said north line also being the north line of West 47th Street, a distance of 550 feet to a place of beginning; thence continuing along said north line of 47th Street 572.40 feet; thence northerly along the arc of a circle which is convex to the west, has a radius of 481.19 feet, a distance of 97.90 feet to a point 1,195.31 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along the arc of a circle which is convex to the west, has a radius of 278.98 feet and is tangent to the last described curve, a distance of 29.00 feet to a point 1,187.66 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along the arc of a circle which is convex to the west, has a radius of 648.76 feet and is tangent to the last described curve, a distance of 61.78 feet to a point 1,165.52, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along a straight line, tangent to the last described curve, a distance of 86.69 feet to a point 1,130.62 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along the arc of a circle which is convex to the southeast, has a radius of 2,649.54 feet, and is tangent to the last described line, a distance of 160.31 feet to a point 1,070.56 feet, measured perpendicularly, west from the east line of said southwest quarter; thence northerly along a straight line tangent to the last described curve, a distance of 253.42 feet to a point 649.50 feet north, on a line drawn at right angles to the north line of the south 33.00 feet of said southwest quarter from a point on said north



line 986.00 feet west of the east line of said southwest quarter (as measured along said north line); thence south along said perpendicular line 70.66 feet to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of a railroad track, and which is 611.84 feet north from the south line of said southwest quarter of Section 6; thence northeasterly along a straight line, a distance of 246.87 feet to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of said railroad track, and which is 851.00 feet, measured perpendicularly, north from the south line and 920.68 feet, measured perpendicularly, west from the east line of said southwest quarter of Section 6; thence northeasterly along a straight line, a distance of 324.16 feet to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of said railroad track, and which is 1,083.39 feet, measured perpendicularly, north from the south line and 693.52 feet, measured perpendicularly, west from the east line of said southwest quarter of Section 6; thence northeastwardly along a straight line, a distance of 245.03 feet, to a point which is 20.00 feet, measured perpendicularly, southeasterly from the center line of said railroad track, and which is 1,226.74 feet, measured perpendicularly, north from the south line, and 494.08 feet, measured perpendicularly, west from the east line of said southwest quarter of Section 6; thence northeastwardly along a straight line, a distance of 159.43 feet, to a point on the west line of the east 347.50 feet of said southwest quarter of Section 6, which is 20.00 feet, measured perpendicularly, southerly from the centerline of said railroad track, and which is 1,290.18 feet, measured perpendicularly, north from the south line of said southwest quarter of Section 6; thence Northeastwardly along a straight line, a distance of 159.43 feet, to a point on the west line of the east 347.50 feet of said southwest quarter of Section 6, which is 20.00 feet, measured perpendicularly, southerly from the centerline of said railroad track, and which is 1,290.18 feet, measured perpendicularly, north from the south line of said southwest quarter of Section 6; thence north along the west line of the east 347.50 feet, a distance of 5.01 feet to a point on said west line 30.87 feet south of the northwest corner of the east 347.50 feet of the north half of the south half of the east half of the southwest quarter of said Section 6; thence southwardly and eastwardly along the arc of a circle having a radius of 275.44 feet and convex northerly a distance of 140.49 feet to a point 37.40 feet south of the north line of said north half of the south half of the east half of the southwest quarter as measured perpendicularly from said line, and 208.72 feet west of the east line of aforesaid east 347.50 feet as measured perpendicularly from said east line; thence southeasterly in a straight line a distance of 187.20 feet to a point of tangency, said point of tangency being 215.63 feet south of the north line of said north half of the south half of the east half of the southwest quarter as aforesaid, as measured perpendicularly from said north line and 155.75 feet west of the east line of aforesaid east 347.50 feet as measured perpendicularly from said east line; thence southwardly and eastwardly along the arc of a circle having a radius of 1,952.00 feet and convex easterly a distance of 421.25 feet to a point, said point being 80.90 feet west of the east line of said east 347.50 feet and 33.00 feet north of the south line of the north half of the south half of the east half of the southwest quarter; thence west along said line 33.00 feet north of the south line of the north half of the south half of the east half of the southwest quarter a distance of 3.10 feet to an intersection with the west line of the east 84.0 feet of the southeast quarter of said southwest quarter of Section 6; thence south along the west line of the east 84.0 feet aforesaid a distance of 42.90 feet to the north line of the south 653 feet, being the north line of deed of Document No. 21452489; thence west 546.90 feet along last said north line to the west line of last said deed; thence south along last said west line to the place of beginning, in Cook County, Illinois.

*Parcel "B".*

That part of the southeast quarter of the southwest quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the west line of the east 84.00 feet of said southwest quarter with the north line of the south 33.00 feet of said southwest quarter, and running thence west along the north line of the south 33 feet aforesaid, a distance of 550.00 feet; thence north along a line which is perpendicular to said last described course, a distance of 620.00 feet to an intersection with the north line of the south 653.00 feet of said southwest quarter of Section 5; thence east along the north line of the south 653.00 feet aforesaid, a distance of 546.90 feet to an intersection with said west line of the east 84.00 feet of said southwest quarter of Section 5; and thence south along the west line of the east 84.00 feet aforesaid, a distance of 620.01 feet to the point of beginning, in Cook County, Illinois.

*(Sub)Exhibit B.*

*Legal Description*

*Redevelopment Project Area:*

That part of the east half of the southwest quarter of Section 6; part of the west half of the southeast quarter of Section 6; part of the northeast quarter of Section 6 and Section 5, all in Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the intersection of the east line of Damen Avenue as dedicated and the south line of said Section 6; thence west 1,239.4 feet along said south line (also being the centerline of 47th Street) to the easterly right-of-way line of the Chicago River and Industrial Railroad Company; thence northeasterly along last said easterly line to a line 347.5 feet west of the east line of said southwest quarter of Section 6; thence north on last said west line to the north line of the southeast quarter of said southwest quarter; thence northeasterly along a track right-of-way to the center line of vacated 44th Street, said point being 176.27 feet west of the west line of Wolcott Avenue; thence continuing north along said tract to the south line of 43rd Street, said point being 130 feet west of the west line of Wolcott Avenue; thence west along the south line of 43rd Street to the north and south center lines of said Section 6; thence north along last said north and south center lines to the northerly most tract in the vacated channel of the south branch of the Chicago River; thence easterly along said track to the west line of the east 2,013.04 feet of the northeast quarter of Section 6; thence east 923 feet along a line to a point 513 feet south of the north line of said Section 6; thence south 15.58 feet; thence east 1,115.55 feet along a line 548.58 feet south of the north line of said Section 6 to the east line of Ashland Avenue; thence south along said east right-of-way line to the south line of the west fork of the south

fork of the south branch of the Chicago River as filled (also being the north line of Lot 4 in Circuit Court Partition of the northwest quarter of Section 5); thence northeast, southeast and east along the northerly line of said lot 4 to the north right-of-way line of the Penn Central Railroad main right-of-way; thence northeasterly along last said north right-of-way line to the east line of the northwest quarter of the northwest quarter of said Section 5; thence north along last said east line to the north line of the northwest quarter of said Section 5; thence east along last said north line 900 feet; thence south to the south right-of-way line of Pershing Road at the intersection of a railroad spur track 360 feet more or less west of the east line of the northwest quarter of Section 5; thence southeast 155.94 feet to the east line of a legal in Document No. 88199941 as recorded May 11, 1988; thence south and southwesterly along said deed line to the north line of the Penn Central main line; thence westerly along last said north line to the east line of Packer Avenue extended north; thence south along last said east line to the southerly most spur track of said railroad; thence southeast along said spur track to the south line of Lot 2 in Packer's Addition to Chicago; thence east along said south line to the east line of the northwest quarter of said Section 5; thence continuing east to the east right-of-way line of South Racine Avenue in the northwest quarter of said Section 5; thence south along said east line to the south right-of-way line of 43rd Street; thence westerly along last said south right-of-way line to the west line of Ashland Avenue as dedicated; thence north along last said west line to the north right-of-way line of Lots 1 and 2 of Sulzberger and Sons Company Block C Subdivision; thence westerly along last said north line to a line 932.8 feet west of and parallel to the west line of Ashland Avenue; thence south 603.95 feet along last said line to the center line of 42nd Street extended west; thence west along last said center line to the east right-of-way line of Wolcott Avenue; thence south along last said east line to the south line of 46th Street as dedicated; thence west along last said south line to the east line of Damen Avenue; thence south along last said east line to the place of beginning, all in City of Chicago, Cook County, Illinois.

*(Sub)Exhibit D.*

*Description Of Project.*

The Project is defined as the development of a multi-tenant shopping center consisting of approximately 255,000 square feet of retail space and accompanying parking located on approximately 24 acres at the northwest corner of West 47th Street and South Damen Avenue in Chicago, Illinois. The center will include three anchor tenants including a grocery store of approximately 78,000 square feet, a major retailer occupying approximately 83,000 square feet and a pharmacy of approximately 50,000 square feet. In addition there will be approximately 40,000 square feet of space for small shops. There will also be three outlots of which use has not yet been determined.

*(Sub)Exhibit E.*

*Description Of Public Improvements.*

The public improvements will include grading, storm sewers, sanitary sewers, water lines, street widening and resurfacing, sidewalks, and landscaping along the west side of South Damen Avenue and the north side of West 47th Street. In addition new traffic signals will be installed on West 47th Street west of South Damen Avenue.

*(Sub)Exhibit F.*

*T.I.F. Funded Revelopment Project Costs.*

\$2,115,000.00 of T.I.F. funds shall be applied to purchase the portion of the Property described in Exhibit A as "Parcel A".

*(Sub)Exhibit G.*

*First Source Agreement*

*For The Yards Plaza Community Shopping Center.*

This Agreement, made this 3rd day of March, 1989, by and between the City of Chicago (the "City") and Simon Landdev, Inc. (the "Developer"):

Whereas, The City deems it in the public interest and beneficial to the citizens of the City to preserve and promote employment opportunities for the residents of the City, especially those residing in the community surrounding the proposed development; and

Whereas, The Developer intends to develop a community shopping center in the vicinity of 47th Street and Damen Avenue on a site currently zoned B-5 General Service District; and

Whereas, The Developer intends to enter into leases with retail tenants who will provide in connection with the proposed community shopping center employment opportunities for approximately 600 permanent jobs for the residents of the City of Chicago; and

Whereas, The Developer desires to engage the services of the Back of the Yards Neighborhood Council as the Delegate Agency Sub-contractor of the Mayor's Office of Employment and Training, Chicago First Office (the "M.E.T.") to assist tenants of the

proposed development with the recruitment and referral of applicants in hiring for employment positions at the proposed Yards Plaza:

Now, Therefore, for and in consideration of the mutual promises contained herein, and in consideration for entering into other agreements with the developer, the parties hereto do mutually agree as follows:

- A. The aforesaid recitals are incorporated by reference as though fully set forth herein.
- B. For the purposes of this Agreement, "covered tenants" shall mean all tenants occupying facilities in excess of 5,000 square feet of net leasable area ("anchor tenants").
- C. All lease agreements of the Yards Plaza Community Shopping Center development for covered tenants shall include a request to use the Back of the Yards Neighborhood Council as the delegate Agency Sub-contractor to M.E.T., as the "First Source" for recruitment, referral and employment for employment positions upon the terms and conditions specified herein. In addition, the Developer will inform "non-covered tenants" of the services of the Back of the Yards Neighborhood Council as a source for recruitment and referral in the hiring of employees.
- D. During the first 60 days for covered tenants hiring program, the Back of the Yards Neighborhood Council shall be the exclusive source of referrals for entry-level non-union employees for positions requiring no prior training or experience. Entry level positions shall include all job categories including management, which require the minimum amount of training or experience in order to qualify for such positions. Throughout the remainder of the term of this Agreement, covered tenants will notify the Back of the Yards Neighborhood Council of position openings for recruitment and referral services in addition to any other resources that may be available.
- E. The Developer will notify Back of the Yards Neighborhood Council upon execution of all applicable leases. At least (sixty) 60 days prior to the anticipated opening date, (or at the execution of the lease if less than 60 days prior to opening) covered tenants will notify Back of the Yards Neighborhood Council of the need for new employees by completing a "Job Order Form". The Back of the Yards Neighborhood Council will refer eligible job applicants to covered tenants in response to the notification of need. Back of the Yards Neighborhood Council will screen applicants according to the qualification profile agreed upon with each covered tenant, and will refer only qualified applicants who meet the qualification profile. The Back of the Yards Neighborhood Council will make all referrals to covered tenants or notify covered tenants that no referral can be made, as soon as this determination can be made. In the event Back of the Yards Neighborhood Council cannot refer the total number of qualified personnel requested,

covered tenants may fill remaining positions directly from other sources for which no qualified applicants have been referred. Tenant cooperation will be solicited to provide information to Back of the Yards Neighborhood Council for preparation of quarterly reports.

- F. Covered tenants shall make all decisions on hiring employees, including applicants referred by the Back of the Yards Neighborhood Council. However, covered tenants shall give due consideration to hiring persons from referrals made by Back of the Yards Neighborhood Council and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin.
- G. This Agreement shall apply to each covered tenant for a period of five years from the date of initial occupancy of the said tenant. The Developer will encourage the use of the First Source concept for subsequent openings for employment with initial and subsequent tenants.
- H. If this Agreement conflicts with any labor laws or other governmental regulation, such law or regulation shall prevail.
- I. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable because it conflicts with other provision(s) hereof or any constitution, statute, municipal ordinance, rule of law or public policy, such shall be deemed invalid, deleted and the invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
- J. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly interested.
- K. This Agreement is executed in triplicate, each of which shall constitute an original instrument.
- L. No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.
- M. It is agreed and understood that the Back of the Yards Neighborhood Council shall at all times work in concert with M.E.T. and other delegate agencies of M.E.T. where necessary to fulfill the intent of this Agreement.

In Witness Whereof, The parties hereto have caused their signatures to be affixed hereto, evidencing their consent to the foregoing terms and conditions.

[Signature forms omitted for printing purposes.]

*(Sub)Exhibit H.*

*(Form Of Redevelopment Note)*

*United States Of America*

*State Of Illinois*

*City Of Chicago*

*Redevelopment Tax Increment Note  
(Stockyards Industrial-Commercial Redevelopment Project),  
Series 1989.*

The City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the Constitution and laws of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay on May 1, 2009 (or earlier as herein provided), solely from the sources herein set forth, to the order of Yards Developers Limited Partnership the principal sum of Two Million One Hundred and Fifteen Thousand Dollars (\$2,115,000) together with interest thereon at an interest rate of ten and one-half percent (10.50%) per annum, payable as follows:

From and after the date hereof interest only shall accrue but not be payable on this Note to and including [May 1, 1992], at the rate of ten and one-half percent (10.50%) per annum. As of [May 1, 1992], all accrued but unpaid interest hereunder shall be added to the unpaid principal amount hereof (based upon simple interest without compounding). Commencing [May 1, 1992]; and thereafter on the first days of November and May of each year, the City shall apply amounts held to the credit of the Note Service Account held under the Note Ordinance (as hereinafter defined) to the payment of the unpaid principal amount of this Note together with interest hereon at the rate of ten and one-half percent (10.50%) per annum. Such amounts shall be applied first to the payment of interest and next the payment of principal.

Both principal of and interest on this Note are payable in lawful money of the United States of America. This Note may be prepaid by the City in whole or in part at any time without penalty or premium.

This Note is a Redevelopment Note of the City authorized to be issued under and pursuant to the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 1 of the Illinois Municipal Code (the "Redevelopment Act") and the Municipal Bond Reform Act, constituting Division 4.1 of Article 8 of the Illinois Municipal Code and by virtue of an ordinance adopted by the City Council of the City on \_\_\_\_\_, 1989, entitled "An Ordinance Authorizing the Execution and Delivery of a Redevelopment Agreement Between the City of Chicago and Yards Developers Limited Partnership and the issuance by the City of Chicago of a Redevelopment Tax Increment Note (Stockyards Industrial-Commercial Redevelopment Project), Series 1989, in the principal amount of \$2,115,000" (the "Note Ordinance").

The Note is a limited obligation of the City payable solely from the Tax Receipts (as defined in the Note Ordinance) required to be paid to the City Treasurer for deposit into the Note Service Account of the Stockyards Special Tax Allocation Fund established pursuant to the Redevelopment Act and held by the City under the provisions of the Note Ordinance.

This Note is entitled to the protection and security given by the Note Ordinance. Reference is hereby made to the Note Ordinance and to all ordinances supplemental thereto with respect to the nature and extent of the security for this Note, the rights, duties and obligations of the City and the holder of this Note, and the terms upon which the Note is issued and secured.

To the extent and in the respects permitted by the Note Ordinance the provisions of the Note Ordinance or any ordinance amendatory thereof or supplemental thereto may be modified or amended by action on behalf of the City taken in the manner and subject to the conditions and exceptions prescribed in the Note Ordinance. This Note is transferable as provided in the Note Ordinance, only upon the books of the City kept for that purpose, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the City duly executed by the registered owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee, a new Note of the same aggregate principal amount, maturity and interest rate as the surrendered Note, as provided in the Note Ordinance and upon the payment of the charges, if any, therein prescribed. The City may treat and consider the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the principal of this Note, the interest thereon or other costs incident thereto. This Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation. Neither the members of the governing body of the City nor any person executing this Note shall be liable personally on this Note by reason of the issuance thereof.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in the time, form and manner required by law and that this Note, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.



In Witness Whereof, The City of Chicago has caused this Note to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk.

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

City of Chicago

\_\_\_\_\_  
Mayor.

Attest: \_\_\_\_\_  
City Clerk.

(Form Of Assignment)

For value received the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_ the within Note, and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

\_\_\_\_\_

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

Signature Guarantee:

\_\_\_\_\_

(Sub)Exhibit I.

*Quitclaim Deed.*

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), for and in consideration of One Hundred and no/100 Dollars (\$100.00) conveys and quitclaims, pursuant to ordinance adopted \_\_\_\_\_ to Yards Developers, Limited Partnership, an Indiana limited partnership ("Grantee"), all interest and title of Grantor in the following described real property legally described on Schedule "A" attached hereto ("Property"):

Commonly known as: \_\_\_\_\_

Permanent Index Number(s):

Further, this quitclaim deed is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions which covenants and conditions are as follows:

First: Grantee shall develop the Property in accordance with, and shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of the Redevelopment Plan for the Stockyards Industrial-Commercial Redevelopment Area Tax Increment Finance Program (the "Redevelopment Plan") approved by the City Council of the City of Chicago pursuant to ordinance adopted March 8, 1989, including any amendments approved by the City Council prior to the date of this quitclaim deed.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. With reference to the assessment of the Property or any part thereof, neither Grantee nor any assignee or transferee of or successor in interest to Grantee shall, for any year that the Redevelopment Plan is in effect, apply for, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)). Neither Grantee nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Grantee shall, for any year that the Redevelopment Plan is in effect, object to or in any way seek to prevent, on procedural or any other grounds, the filing of any Underassessment Complaint, as hereinafter defined, with, or full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer. For purposes of this section, the term "Underassessment Complaint" means a complaint seeking to increase the assessed value of the Project, but not above the level set forth in the Agreement in respect to any year that the Redevelopment Plan is in effect.

Third: Neither Grantee nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Grantee, shall, for any year that the Redevelopment Plan is in effect, directly or indirectly initiate, apply for, or seek to lower the assessed values below the amount of the Minimum Assessed Value as set forth in that certain Redevelopment Agreement entered into by Grantor and Grantee on \_\_\_\_\_, 1989 (the "Agreement").

Fourth: Prior to the issuance by Grantor of a Certificate of Completion (as hereinafter defined), neither Grantee nor any successor in interest to the Property shall encumber the Property, except to secure financing for the acquisition of the Property and construction of the improvements contemplated by the Agreement.

Fifth: Grantee shall promptly commence the construction of \_\_\_\_\_ ("Improvements") on the Property in accordance with those certain plans and specifications referred to as Drawings prepared by \_\_\_\_\_ dated \_\_\_\_\_ ("Drawings") approved by Grantor and in accordance with the terms of the Agreement and shall diligently proceed with the construction of the Improvements to completion; provided, that, in any event, construction of the Improvements shall commence within \_\_\_\_\_ months from the date of this quitclaim deed and shall be completed by Grantee within \_\_\_\_\_ months from the date of this quitclaim deed.

Sixth: Until Grantor certifies in writing that the Improvements have been completed in accordance with the Drawings and consistent with the terms of the Agreement, Grantee shall not make, create or suffer to be made any sale, transfer, assignment or conveyance with respect to the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of Grantor, which approval may not be unreasonably withheld or delayed. For purposes of this section, the term "conveyance" includes the assignment of a beneficial interest in a land trust. If the Property is acquired by a corporation, partnership or other legal entity, there shall be no transfer by any party owning a ten percent (10%) or more interest in said entity or any other significant change in the constitution of said entity until a Certificate of Completion is issued.

Seventh: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap or sexual preference in the sale, lease, rental or in the use or occupancy of the Property or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenants numbered First and Second shall terminate on January 1, 2012, except only that the termination of the covenant numbered Second shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof. The covenants and agreements contained in the covenant numbered Third shall terminate as set forth in the Agreement. The covenants and agreements contained in covenants numbered Fourth, Fifth and Sixth shall terminate on the date Grantor issues the Certificate of Completion as herein provided. The covenant numbered Seventh shall remain in effect without any limitation as to time.

In the event that subsequent to the conveyance of the Property or any part thereof and prior to delivery of the Certificate of Completion by Grantor, Grantee defaults in or breaches any of the terms or conditions of the Agreement which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property and terminate the estate conveyed by this quitclaim deed, and such title, right and interest of Grantee, or any assigns or successors in interest, to and in the Property shall revert to Grantor. Said right of re-entry by Grantor shall terminate upon the issuance of a Certificate of Completion by Grantor.

Notwithstanding any of the provisions of this quitclaim deed, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage or trust deed or a holder who obtains title to the Property as a result of foreclosure of such mortgage or trust deed shall not be obligated by the provisions of this quitclaim deed to construct or complete the construction of the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in this quitclaim deed be construed to so obligate such holder. Nothing in this section or any section or provision of this quitclaim deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Redevelopment Plan and the Agreement.

For purposes of the foregoing paragraph, a holder of any mortgage or trust deed does not include a party who acquires title to the Property from or through such holder, or a purchaser at a foreclosure sale other than the holder of the mortgage which is the subject of such foreclosure proceeding.

In the event Grantee wishes to make any change in regard to the use of the Property, such change in use and any corresponding drawings regarding said change of use must be approved in writing by the Commissioner of the Department of Economic Development or his or her designee.

Promptly after the completion of the Improvements in accordance with the Drawings and consistent with the terms of the Agreement, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants contained in the Agreement and in this quitclaim deed with respect to the construction of the Improvements and the dates for beginning and completion thereof.

The Certificate of Completion shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Grantor shall refuse or fail to provide the Certificate of Completion, Grantor, within thirty (30) days after receipt of a written request by Grantee, shall provide Grantee with a written statement indicating in adequate detail what acts or measures will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain the Certificate of Completion.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

City of Chicago,  
a municipal corporation

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

ATTEST:

\_\_\_\_\_  
Walter S. Kozubowski, City Clerk

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK  )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter S. Kozubowski, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

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

(SEAL)

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

*(Sub)Exhibit J.*

*Minimum Assessed Value For Project.*

Assuming a cost of approximately \$10,000,000.00 for the buildings and land, the Minimum Assessed Value would be \$3,900,000.00.

*(Sub)Exhibit K.*

*Projected Annual Property Tax Revenues From The Project.*

Assuming the minimum assessed valuation of the project would be \$3,900,000.00 with the 1987 state multiplier of 1.8916, the equalized assessed value would be \$7,377,240.00. Utilizing the 1987 tax rate of \$9,660 per thousand dollars of equalized assessed valuation, the projected tax revenues would be a total of \$712,641.38 for the Project.

*(Sub)Exhibit L.*

Developer or his nominee will produce engineering drawings and construction specifications (the "Construction Documents") for a new public roadway in the northwest quadrant of the former Union Stockyards.

1. T.I.F. bond proceeds from T.I.F. revenue bonds issued for this purpose will be used to reimburse the Developer for the cost of the Construction Documents. However, no payment will be made for administrative costs or overhead. The Department of Economic Development ("D.E.D.") will review and approve the original contract prior to award and all changes amounting to more than 10% of the original contract amount.
2. Six (6) months will be allowed for completion of the Construction Documents after review and approval of the contract. The City of Chicago will not make payment for incomplete Construction Documents nor for documents not found satisfactory by D.E.D. and the Department of Public Works.
3. If D.E.D. fails to provide the configuration, location, and construction standards for the roadway by [December 31, 1989,] Developer will not be obligated to provide the Construction Documents.

4. D.E.D. and the Department of Law will provide for any right-of-entry necessary for surveying and testing.
5. The City may at its discretion utilize other funds for payment for the Construction Documents. The cost of retaining engineering services and providing interest payment on funds necessary for payment prior to receipt of T.I.F. bond proceeds will be paid by the City.

*Exhibit "B".*

*(Form Of Redevelopment Note)*

*United States Of America*

*State Of Illinois*

*City Of Chicago*

*Redevelopment Tax Increment Note  
(Stockyards Industrial-Commercial Redevelopment Project),  
Series 1989.*

The City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the Constitution and laws of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay on May 1, 2009 (or earlier as herein provided), solely from the sources herein set forth, to the order of Yards Developers Limited Partnership the principal sum of Two Million One Hundred and Fifteen Thousand Dollars (\$2,115,000) together with interest thereon at an interest rate of ten and one-half percent (10.50%) per annum, payable as follows:

From and after the date hereof interest only shall accrue but not be payable on this Note to and including [May 1, 1992], at the rate of ten and one-half percent (10.50%) per annum. As of [May 1, 1992], all accrued but unpaid interest hereunder shall be added to the unpaid principal amount hereof (based upon simple interest without compounding). Commencing [May 1, 1992], and thereafter on the first days of November and May of each year, the City shall apply amounts held to the credit of the

Note Service Account held under the Note Ordinance (as hereinafter defined) to the payment of the unpaid principal amount of this Note together with interest hereon at the rate of ten and one-half percent (10.50%) per annum. Such amounts shall be applied first to the payment of interest and next the payment of principal.

Both principal of and interest on this Note are payable in lawful money of the United States of America. This Note may be prepaid by the City in whole or in part at any time without penalty or premium.

This Note is a Redevelopment Note of the City authorized to be issued under and pursuant to the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 1 of the Illinois Municipal Code (the "Redevelopment Act") and the Municipal Bond Reform Act, constituting Division 4.1 of Article 8 of the Illinois Municipal Code and by virtue of an ordinance adopted by the City Council of the City on \_\_\_\_\_, 1989, entitled "An Ordinance Authorizing the Execution and Delivery of a Redevelopment Agreement Between the City of Chicago and Yards Developers Limited Partnership and the issuance by the City of Chicago of a Redevelopment Tax Increment Note (Stockyards Industrial-Commercial Redevelopment Project), Series 1989, in the principal amount of \$2,115,000" (the "Note Ordinance").

The Note is a limited obligation of the City payable solely from the Tax Receipts (as defined in the Note Ordinance) required to be paid to the City Treasurer for deposit into the Note Service Account of the Stockyards Special Tax Allocation Fund established pursuant to the Redevelopment Act and held by the City under the provisions of the Note Ordinance.

This Note is entitled to the protection and security given by the Note Ordinance. Reference is hereby made to the Note Ordinance and to all ordinances supplemental thereto with respect to the nature and extent of the security for this Note, the rights, duties and obligations of the City and the holder of this Note, and the terms upon which the Note is issued and secured.

To the extent and in the respects permitted by the Note Ordinance the provisions of the Note Ordinance or any ordinance amendatory thereof or supplemental thereto may be modified or amended by action on behalf of the City taken in the manner and subject to the conditions and exceptions prescribed in the Note Ordinance. This Note is transferable as provided in the Note Ordinance, only upon the books of the City kept for that purpose, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the City duly executed by the registered owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee, a new Note of the same aggregate principal amount, maturity and interest rate as the surrendered Note, as provided in the Note Ordinance and upon the payment of the charges, if any, therein prescribed. The City may treat and consider the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the principal of this Note, the interest thereon or other costs incident thereto. This Note does not constitute an indebtedness of the City within the meaning of



any constitutional or statutory provision or limitation. Neither the members of the governing body of the City nor any person executing this Note shall be liable personally on this Note by reason of the issuance thereof.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in the time, form and manner required by law and that this Note, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

In Witness Whereof, the City of Chicago has caused this Note to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk.

[Signature forms omitted for printing purposes.]

(Form Of Assignment)

For value received the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_ the within Note, and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guarantee:

\_\_\_\_\_

EXECUTION OF INTERGOVERNMENTAL COOPERATION AGREEMENT  
WITH CHICAGO TRANSIT AUTHORITY TO EXTEND AGREEMENT  
PERMITTING ASSIGNMENT OF SWORN POLICE OFFICERS  
IN VOLUNTARY SPECIAL EMPLOYMENT PROGRAM  
TO SPECIAL CHICAGO TRANSIT AUTHORITY  
SECURITY DETAIL.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing a proposed intergovernmental agreement between the City of Chicago and the Chicago Transit Authority concerning a voluntary special employment program with the Chicago Police Department for transit security services, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Mayor and the Superintendent of Police are hereby authorized to execute on behalf of the City of Chicago, and the City Clerk is authorized to attest to, an intergovernmental cooperation agreement between the City and the Chicago Transit Authority. The agreement shall be substantially in the form attached hereto as Exhibit A.

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

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

*Exhibit "A".*

*Intergovernmental Cooperation Agreement.*

This Agreement, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, a home rule municipality and municipal corporation organized and existing under and by virtue of the constitution and laws of the State of Illinois, through its Department of Police (hereinafter referred to as the "C.P.D."), and the Chicago Transit Authority, a municipal corporation and unit of local government organized and existing under and by virtue of the constitution and laws of the State of Illinois (hereinafter referred to as the "C.T.A.").

*Witnesseth:*

Whereas, The legislature of the State of Illinois approved on April 12, 1945, the Metropolitan Transit Authority Act creating the Chicago Transit Authority as a municipal corporation for the purpose of public ownership and operation of a transportation system in the metropolitan area of Cook County; and

Whereas, The security of C.T.A. passengers, employees and property is a matter of public concern, and the provision of such security is in the public interest; and

Whereas, Both the C.T.A. and C.P.D. desire to develop a long range strategy for the provision of such security to C.T.A. passengers, employees and property; and

Whereas, The C.P.D. Voluntary Special Employment Program allows sworn officers to volunteer to work during off-duty hours for municipal corporations separate and independent from the City of Chicago; and

Whereas, In furtherance of the provision of security to C.T.A. passengers, employees and property, the C.T.A. and the City of Chicago shall continue the C.P.D. Voluntary Special Employment Program with the addition of regularly assigned, full-time C.P.D. supervisory personnel; and

Whereas, The C.T.A. and City of Chicago are separate and independent municipal corporations authorized to enter into this Agreement under the Constitution and the laws of the State of Illinois in accordance with the provision of the Intergovernmental Cooperation Act, Chapter 127 §741 et seq. of the Illinois Revised Statutes (1987), as amended;

Now, Therefore, In consideration of the covenants and mutual agreements herein contained, the parties hereto agree as follows:

1. Existing C.P.D. Services. The existing special details of C.P.D. officers engaged in voluntary special employment for the C.T.A. dedicated to enforcing law and order on C.T.A. vehicles and properties, shall be continued under this Agreement. In addition to C.P.D. officers engaged in voluntary special employment, full-time, regularly assigned C.P.D. supervisors shall also be deployed for the purpose of and shall be responsible for protecting C.T.A. passengers, employees and property.

2. C.T.A. Special Employment. This Agreement involves the C.P.D.'s Voluntary Special Employment Program (hereinafter referred to as "S.E.P.") which is being used to provide security on C.T.A. surface vehicles and shall not obligate, alter or otherwise affect the C.P.D.'s ability to exercise its discretion in deploying officers of the Public Transportation Section of the C.P.D. or any other section or assignment with the C.P.D. Pursuant to this Agreement to provide security on C.T.A. surface vehicles the C.P.D. agrees as follows:

- (a) The C.P.D. will assign C.P.D. officers on a daily basis, on such C.T.A. surface vehicles, routes and locations as requested by C.T.A. and approved by the C.P.D.
- (b) The C.P.D. will facilitate the employment of C.P.D. officers on special details, on a daily basis, solely at each individual's option under the S.E.P. The C.P.D. will be responsible for accepting requests of officers who wish to participate on a special detail, maintaining a roster of officers who wish to perform such work and selecting officers from the list.
- (c) Subject to the availability of officers and equipment and subject further to availability of funds, the C.P.D. will provide twenty-four (24) hour service, including weekends and holidays.

- (d) The number of C.P.D. officers assigned to the C.T.A. may vary from time to time for reasons including, but not limited to, availability of a sufficient number of officers, radios and vehicles but generally will be a total complement of one hundred (100) police officers (including eight (8) to ten (10) regularly assigned supervisory personnel), working S.E.P. daily. On weekends and holidays there generally will be a total complement of seventy (70) police officers (including eight (8) to ten (10) regularly assigned supervisory personnel) working S.E.P. In the event that the number of S.E.P. participants on duty on any day shall be less than eighty (80) or in the event that the number of S.E.P. participants on duty on any weekend day or holiday shall be less than fifty (50), the C.P.D. shall provide C.T.A. with written notification of such shortage and the reasons therefor by 0900 hours on the day of such shortage or as soon thereafter as reasonable. Attached hereto for illustrative purposes is Exhibit A, which summarizes the parties' understanding of the deployment schedule pursuant to this Agreement.
- (e) The C.P.D. officers shall have full authorization to enter into or on all C.T.A. vehicles and properties with full rights to enforce law and order and to protect all C.T.A. passengers, employees and property.
- (f) The number of C.P.D. officers provided for herein shall be in addition to the C.P.D. officers in the Public Transportation Section of the C.P.D. currently serving the general public of the City of Chicago, including passengers on the C.T.A.
- (g) Participants in the C.T.A. special details shall be subject to the C.P.D. Special Order, Voluntary Special Employment Program or any amendment thereto or modification thereof promulgated by the Superintendent of Police, provided that any such special order or amendment thereto or modification thereof will only permit officers to participate in the C.T.A. special details when they are on furlough, regular day off, day off due to holiday, personal day or compensatory time.

3. Operations. C.T.A. shall establish overall goals and objectives for the security of its employees, passengers and property. The C.T.A. may make recommendations as to the locations and routes to be patrolled by the C.P.D. officers and the C.P.D. shall give those recommendations due consideration. Officers on the C.T.A. special details shall continue to be subject to the rules and regulations, practices and procedures, of any and all General and Special Orders and directives, any amendments thereto or modification of such rules and regulations, General Orders, Special Orders and directives, as promulgated by the Superintendent of Police. The daily performance of the C.T.A. special details shall also be monitored by C.T.A. personnel designated by its Chairman or Executive Director. C.P.D. shall provide a suitable location of operation for the C.T.A. special details. In addition, the following shall govern operations of the C.T.A. special details:

- (a) The C.T.A. shall be responsible for establishing a communication system for C.P.D. officers and for the hiring, compensation and continued employment of dispatchers during the term of this Agreement, and the C.P.D. shall have no responsibility or liability for said dispatchers or their actions.
- (b) The C.P.D. shall maintain weekly deployment schedules and daily logs and statistics on C.T.A. crimes, incidents, arrests and any activity performed by C.P.D. officers relating to such incidents. The C.T.A. shall have the right, upon reasonable notice to the C.P.D., to inspect and copy the above daily logs and statistics. It will be the responsibility of the C.P.D. to forward a summary of said data to the C.T.A. on a monthly basis.
- (c) The Public Transportation Section Commander of the C.P.D. shall have ongoing meetings and dialogue with C.T.A. representatives to discuss areas of concern relating to incidents that affect passengers, employees and properties of C.T.A.

4. Emergencies. Nothing contained herein shall preclude the emergency use of C.P.D. officers or equipment referred to herein in any manner at the direction of the C.P.D.

5. Radios. The C.T.A. shall furnish the C.P.D. with sufficient C.T.A. radios with batteries and chargers. These radios shall be designated for the sole use of the C.P.D. officers participating in the C.T.A. special details under this Agreement. C.T.A. shall be solely responsible for the maintenance and repair of these radios, batteries and chargers. C.T.A. will replace all lost or destroyed radios. Upon the expiration or termination of this Agreement, the radios, batteries and chargers will be promptly returned to the C.T.A. All C.T.A. property, except vehicles, may have a C.T.A. decal attached thereto.

6. Vehicles. C.T.A. shall be responsible for providing sufficient vehicles which meet C.P.D. specifications. These vehicles will be used solely by the special detail for so long as this Agreement remains in effect. The C.P.D. shall provide adequate parking for vehicles provided by the C.T.A. and will be responsible for providing fuel, maintenance and repair. In addition, the following shall apply:

- (a) The City of Chicago holds title and has possession of the vehicles provided by C.T.A. for use by the S.E.P officers.
- (b) The C.T.A. will promptly replace, without cost to the City of Chicago, those vehicles which may be taken out of service permanently during the term of this Agreement, provided the C.P.D. promptly returns to the C.T.A. title and possession. Title to any replacement vehicles will be transferred to the City of Chicago upon transfer of possession, provided this Agreement has been in effect for ninety (90) days.

- (c) Further, if this Agreement remains in effect through December 31, 1989, title to all vehicles shall be vested permanently in the City of Chicago upon expiration of this Agreement. If the extension does not remain in effect through December 31, 1989, title and possession to one-half the vehicles shall be transferred back to the C.T.A. on or before February 28, 1990.

7. Compensation of Officers -- Funded by C.T.A. Security Agreement. All officers on the C.T.A. special details shall be paid wages for their work hereunder at a rate equal to the then-current straight-time rate which they normally would receive for their regular employment with the C.P.D., except in those instances where a retroactive increase or payment of overtime and/or premium pay, if any, is provided or by the C.P.D.'s General and/or Special Orders, or where such payment, if any, is otherwise required by law. The C.P.D. shall establish procedures for the officers to receive their pay for the C.T.A. special detail through the C.P.D.'s payroll system.

8. Reimbursement by C.T.A. Provided that in no event shall C.T.A. reimburse the C.P.D. more than \$5,200,000 per annum, C.T.A. shall be responsible for reimbursing C.P.D. for all wages paid hereunder to all C.P.D. officers providing the additional C.T.A. security, including any retroactive increase, premium and/or overtime pay, if any, plus ten percent (10%) being deemed to cover the following, including by not limited to:

- (a) Pay for court appearances relating to work on the C.T.A. security assignment;
- (b) Pay for time loss and medical benefits paid due to injury while engaged in work as part of the C.T.A. security assignment; and
- (c) Other benefits and administrative overhead.

For regularly assigned full-time C.P.D. supervisory personnel a forty percent (40%) charge to cover (a), (b) and (c) above will apply.

C.P.D. shall report and account to the C.T.A. on a quarterly basis within 45 days of the end of each quarter quantifying to whatever extent possible (a), (b) and (c) above.

Currently, the C.P.D. is in receipt of a sum equal to two months wages for the services provided hereunder. On a monthly basis, the C.P.D. will submit an invoice to the C.T.A. for reimbursement of said wages earned plus said percentage. C.T.A. will reimburse the C.P.D. within thirty (30) days of receipt of said invoices, provided that the C.T.A. shall replenish the amount originally advanced so as to maintain at all times a balance as security for payment of wages and costs hereunder, equal to the amount originally advanced. Upon expiration of the Agreement, or its earlier termination, for any reason, C.P.D. shall promptly return to the C.T.A. any excess monies held by the C.P.D. as security for such wages and costs.

9. Labor Guidelines. Under no circumstances shall C.T.A. be considered a party to the collective bargaining agreement between the City of Chicago and the Fraternal Order of Police (F.O.P.). C.T.A. understands that this Agreement is subject to General and/or Special Orders of the C.P.D. governing the Voluntary Special Employment Program, including the provisions relating to officers' compensation. The C.P.D. believes that the officers in the C.T.A. special details are not and shall not be legally entitled to any additional overtime or premium compensation for their work hereunder under any collective bargaining agreement or any federal, state or local law or judicial ruling.

10. Fair Labor Standards Act (F.L.S.A.) Liability. Upon receipt of reasonable notice of a claim or suit seeking additional compensation alleged or claimed to be due to any officers employed on the special detail for overtime or premium compensation which in any manner results from, arises out of, or is connected with work performed by these officers on the C.T.A. special details, the C.T.A. shall indemnify and hold harmless the City of Chicago, the C.P.D., and each of their officers, agents and employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, for any additional compensation.

Any liability on the part of C.T.A. for overtime shall not include liquidated damages in excess of actual damages for overtime pay under 29 U.S.C. § 216 which in any manner results from, arises out of, or are connected with work performed on C.T.A. special details. The obligation of the C.T.A., pursuant to this paragraph, to reimburse, indemnify and hold harmless is not limited to the \$5,200,000 per annum referenced in Section 5.

11. F.L.S.A. Liability Procedures. In such instances where the City of Chicago, the C.P.D. and/or their officers, agents and employees are entitled to be indemnified and held harmless with respect to such overtime or premium compensation claims against them, the parties further agree as follows:

- (a) Such party(ies) shall have a right to counsel.
- (b) In grievance and arbitration proceedings, the Corporation Counsel of the City of Chicago shall act as counsel and direct the defense, or at his option, appoint outside counsel, and in the latter instance, the City of Chicago will be responsible for the payment of attorney's fees, but not the other costs of defense.
- (c) The City of Chicago, with the approval of the C.T.A. which will not be unreasonably withheld, is authorized to settle such grievance and/or arbitration proceedings, and the C.T.A. will be responsible for payment of those settlements. The service of notice of the settlement of any of the aforesaid claims shall be personal service upon the C.T.A. or by certified mail, and the failure of the C.T.A. to respond in writing within thirty (30)



days from the date of receipt, shall constitute approval of the settlement by the C.T.A.

- (d) Except as otherwise provided above, in all other matters, counsel shall be selected by the C.T.A. in consultation with the Corporation Counsel of the City of Chicago, and the C.T.A. will also direct the defense of the claim in consultation with the Corporation Counsel of the City of Chicago.
- (e) If any claim against the City of Chicago or any of its officers, agents, or employees is made for overtime or premium compensation wherein liquidated damages are sought pursuant to 29 U.S.C. § 216, and where the claim results from, arises out of or is connected with work performed by officers pursuant to this Agreement, the Corporation Counsel of the City of Chicago, at the expense of the City of Chicago, may appoint counsel and direct the defense of said claim for liquidated damages. This will not affect the C.T.A.'s obligation to assume the representation and/or defense of claims for actual damages and to pay for settlements or awards based on said claims.

In any instance where the office of the Corporation Counsel of the City of Chicago is designated to defend the claim pursuant to the above provisions, the C.T.A. will assume the costs and expenses of defending the litigation, but will not reimburse the City of Chicago for time spent by the Corporation Counsel's office in defending the claim.

12. **Indemnification by City of Chicago.** Upon receipt of reasonable notice of a claim or suit, based on the theory of respondeat superior for the action of C.P.D. officers while performing duties hereunder, the City of Chicago shall indemnify and hold harmless the C.T.A. and any of its officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including cost of defense and reasonable attorney's fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, excluding punitive damages. The City of Chicago shall not assume the representation nor the defense of claims based on any theory other than respondeat superior, and shall not pay any settlements or awards based on any such claims.

13. **Respondeat Superior Indemnification Procedures.** In such instances where the C.T.A. or any of its officers, agents and employees are entitled to be indemnified, and held harmless with respect to respondeat superior claims against them, the parties further agree as follows:

- (a) Such party(ies) shall have a right to counsel.
- (b) Such counsel shall be selected by the Corporation Counsel of the City of Chicago, who will also be responsible for directing the defense of the claim.

The C.T.A., its officers, agents and employees are obligated to cooperate with the City of Chicago during the course of the investigation, administration and/or litigation of any tort or civil rights claim. Failure to cooperate with the City of Chicago during the course of the investigation, administration or litigation of claims extinguishes any obligation of the City of Chicago hereunder to represent and/or defend against the claim or to pay for any settlement or award based on such claim with regard to the C.T.A. and/or the non-cooperating officer, agent or employee.

14. Claims Against Special Detail. The City of Chicago, upon receipt of reasonable notice of a claim or suit, shall be responsible for, hold officers harmless from and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any officer working on a C.T.A. special detail pursuant to the C.P.D.'s S.E.P., subject to the conditions set forth herein and excluding punitive damages. These officers shall have legal representation by the City of Chicago in any civil cause of action brought against an officer resulting from or arising out of the performance of duties of the special detail. The City of Chicago will provide the protections set forth above so long as the officer is acting within the scope of his/her employment on the special detail and the officer cooperates with the City during the course of the investigation, administration and/or litigation of the claim.

The City of Chicago shall not assume the representation and/or defense of any of the aforementioned claims if it is determined by the City of Chicago that the officer alleged to have committed the tortious act or violation of civil rights was acting outside the scope of his/her employment on the special detail, was not acting in the performance of duties of the special detail, or is deemed to have acted in a wilful and wanton manner, nor shall the City of Chicago pay any settlements or awards based on such claims. The City of Chicago shall have the sole right to determine whether or not the officer was working within the scope of his/her employment or performance of duty on the special detail or acted in a wilful and wanton manner.

15. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

16. Notices. Notice to the C.T.A. of pending claims as provided for in paragraph 7 shall be addressed to:

General Attorney  
Chicago Transit Authority  
440 Merchandise Mart Plaza  
Room 429  
Chicago, Illinois 60654

Notice to the City of Chicago of pending claims as provided for in paragraph 9 shall be addressed to:

Corporation Counsel of the City of Chicago  
121 North LaSalle Street  
Room 511, City Hall  
Chicago, Illinois 60602

All notices shall be sent, at a minimum, by first class mail, postage prepaid.

17. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the C.T.A. and City of Chicago as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Chicago or the C.T.A. shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including but not limited to any claims resulting from the providing of officers to the C.T.A. pursuant to this Agreement.

18. Term and Extension. This Agreement shall expire on December 31, 1989. This Agreement may be extended by execution of a written agreement for extension, or execution of a written agreement substantially similar to this Agreement. In no event can this Agreement be extended without written consent of the parties, and no extension may arise out of performance of the terms of this Agreement after expiration, if any, the parties agreeing that in such event the performance shall be deemed a mere accommodation in the interest of public safety.

19. Termination. It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of ninety (90) days prior written notice. Upon termination of this Agreement, the C.P.D. shall have no obligation to continue to provide officers for the additional security provided for herein.

20. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties.

23. Separate Entities. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting C.T.A. or the City of Chicago as representatives of each other for any purpose.

24. Authority. This Agreement is entered into by authority of and in accordance with the provisions of the Intergovernmental Cooperation Act, Chapter 127, paragraph 741, et seq. of the Illinois Revised Statutes (1987), as amended.

25. Ordinance. Execution of this Agreement by the City of Chicago is authorized by virtue of an ordinance passed by the City Council of the City of Chicago on \_\_\_\_\_.

In Witness Whereof, The City of Chicago has caused this Agreement to be signed by its Superintendent of Police, approved by the Mayor of the City of Chicago and the City Council and its seal to be hereto affixed and duly attested by its Clerk, and the Chicago Transit Authority has caused the same to be executed by the Chairman of the Chicago Transit Board, approved by the Chicago Transit Board and duly attested to by its Secretary as of the day and year first above written.

[Signature forms omitted for printing purposes.]

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

*Exhibit "A".*

*C.T.A. Deployment Schedule.*

Weekdays	Hours	Lieutenant	Sergeant	P.O.
1st Watch	2200 -- 0630		3	14
2nd Watch	0600 -- 1430	1	3	24
3rd Watch	1400 -- 2230		8	30
Power Watch	1130 -- 2000*	—	<u>3</u>	<u>22</u>
	*(Monday -- Friday only)	1	17	90

Weekends	Hours	Lieutenant	Sergeant	P.O.
1st Watch	2200 -- 0630		3	10
2nd Watch	0600 -- 1430		6	30
3rd Watch	1400 -- 2230		8	20
Power Watch	N/A	—	<u>0</u>	<u>0</u>
		0	17	60

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AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER  
INTO SETTLEMENT AGREEMENT REGARDING  
*BANG V. CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into a settlement agreement in the following matter: *Bang v. City of Chicago*, 87 L 9329, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Bang v. City of Chicago*, 87 L 9329.

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AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER  
INTO SETTLEMENT AGREEMENT REGARDING  
*HICKS V. CITY OF CHICAGO AND*  
*BOARD OF EDUCATION.*

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into a settlement agreement in the following matter: *Hicks v. City of Chicago and Board of Education*, 83 L 8401, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Hicks v. City of Chicago and Chicago Board of Education*, 83 L 8401.

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AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER  
INTO SETTLEMENT AGREEMENT REGARDING  
*FIERRO V. CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into a settlement agreement in the following matter: *Fierro v. City of Chicago*, 82 L 18870, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Fierro v. City of Chicago*, 83 L 18870.

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

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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



Your Committee on Finance, to which had been referred (May 11, 25, July 13, September 22, October 14 and 26, 1988, January 18, February 1, March 8, 29, April 26 and May 10, 1989) sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of existing water rates and refund of fee for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and 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 ordinances and order 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

#### FREE PERMITS.

*Catholic Archdiocese/Saint Pascal Church.*

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

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

Archdiocese/Saint Pascal Church, for electrical installations on the premises known as 3935 North Melvina Avenue.

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

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

---

*Resurrection Health Care Corporation.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Resurrection Health Care Corporation for out patient services expansion construction, on the premises known as 7435 West Talcott Avenue.

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

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

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*Schwab Rehabilitation Center.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Schwab Rehabilitation Center, for plumbing, alterations, et cetera, on the premises known as 1401 South California Avenue.

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

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

---

*True Solid Rock Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to True Solid Rock Church, for new construction on the premises known as 2820 West Roosevelt Road.

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

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

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LICENSE FEE EXEMPTIONS.

*Day Care Centers.*

*Bernard Horwich/Mayer Kaplan/Jewish Community Center  
Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Bernard Horwich/Mayer Kaplan/Jewish Community Center  
Day Care Center (Class 1).

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

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*The Beverly Montessori School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

The Beverly Montessori School  
9916 South Walden Parkway.

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

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*Casa Central Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1989:

Casa Central Day Care Center  
2610 North Francisco Avenue.

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

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*Chinese Christian Union Church Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Chinese Christian Union Church Day Care Center  
2301 South Wentworth Avenue.

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

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*Christopher House Buena Circle Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Christopher House Buena Circle Day Care Center  
4303 North Kenmore Avenue.

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

*Coretta Scott King Young Women's Christian Association  
Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Coretta Scott King Young Women's Christian Association Day Care Center  
436 East 39th Street.

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

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*Edison Park Lutheran Church Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Edison Park Lutheran Church Day Care Center  
6626 North Oliphant Avenue.

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

*Erie Neighborhood House.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Erie Neighborhood House  
1347 West Erie Street.

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

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*Faith Lutheran Church Preschool.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Faith Lutheran Church Preschool  
6201 West Peterson Avenue.

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

*Fifth City Preschool.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Fifth City Preschool  
3411 West 5th Avenue.

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

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*Firman Community Services Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Firman Community Services Day Care Center  
37 West 47th Street.

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



*Grace Church Preschool And Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

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

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

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*Guardian Angel Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Guardian Angel Day Care Center  
4600 South McDowell Avenue.

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

*Harriett Harris Young Women's Christian Association  
Child Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Harriett Harris Young Women's Christian Association  
Child Development Center  
6200 South Drexel Avenue.

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

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*Hyde Park Union Church Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Hyde Park Union Church Nursery School  
5600 South Woodlawn Avenue.

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

*Lutheran Day Nursery.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Lutheran Day Nursery  
1802 -- 1808 North Fairfield Avenue.

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

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*Maranatha Youth Ministries.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Maranatha Youth Ministries  
1631 East 71st Street.

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

*Marillac House Class I Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Marillac House Class I Day Care Center  
2822 West Jackson Boulevard.

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

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*Montessori Varnas Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Montessori Varnas Day Care Center  
3038 West 59th Street.

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

*North Park Church Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

North Park Church Nursery School  
5250 North Christiana Avenue.

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

---

*Northwest Play School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Northwest Play School  
6015 North Francisco Avenue.

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

*Park West Cooperative Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Park West Cooperative Nursery School  
2335 North Orchard Street.

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

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*Pullman Creative Learning Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Pullman Creative Learning Center  
11264 South Langley Avenue.

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

*Resurrection Medical Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Resurrection Medical Center (Classes I and II)  
7435 West Talcott Avenue.

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

---

*Robert Taylor South Day Care Center/Centers  
For New Horizons, Incorporated.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Robert Taylor South Day Care Center/  
Centers For New Horizons, Incorporated  
5140 South Federal Street.

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

*Sheridan Day Care Center/Hull House Association.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Sheridan Day Care Center/Hull House Association  
912 West Sheridan Road.

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

---

*Saint Martin's Christian Community Services.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Saint Martin's Christian Community Services  
5704 West Midway Park.

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



*Saint Vincent De Paul Center.*  
(Class I)

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Saint Vincent De Paul Center (Class I)  
2145 North Halsted Street.

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

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*Saint Vincent De Paul Center.*  
(Class II)

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Saint Vincent De Paul Center (Class II)  
2145 North Halsted Street.

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

*The Salvation Army Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

The Salvation Army Day Care Center  
10536 South Bensley Avenue.

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

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*The Salvation Army Midwest Head Start.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

The Salvation Army  
Midwest Head Start  
20 South Campbell Avenue.

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

*Sinai Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Sinai Nursery School  
1720 East 54th Street.

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

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*South Chicago Young Men's Christian Association  
Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

South Chicago Young Men's Christian Association  
Day Care Center  
3039 East 91st Street.

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

*South Shore Bible Baptist Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

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

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

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*Temple Sholom Title XX Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Temple Sholom Title XX Day Care Center  
3480 North Lake Shore Drive.

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

*The Woodlawn Organization Headstart Early Childhood  
Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

The Woodlawn Organization Headstart Early Childhood  
Development Center  
6450 South Champlain Avenue.

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

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*Uptown Family Care Title XX Program/  
Hull House Association.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Uptown Family Care Title XX Program/Hull House Association  
4520 North Beacon Street.

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

*Virginia Frank Child Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Virginia Frank Child Development Center  
3033 West Touhy Avenue.

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

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*Winthrop Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Winthrop Day Care Center  
4848 North Winthrop Avenue.

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

*Zion Hill Community Services Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Zion Hill Community Services Center  
1460 West 78th Street.

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

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*Dispensaries.*

*American Indian Health Service Of Chicago, Incorporated.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the American Indian Health Service of Chicago, Incorporated, 838 West Irving Park Road, is hereby exempted from payment of the annual license fee as provided for in Section 118-4, for the year 1989.

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

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*Infant Welfare Society Of Chicago.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Infant Welfare Society of Chicago, 1931 North Halsted Street, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1989.

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

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*Food Dispensaries.*

*American Indian Health Service Of Chicago, Incorporated.*

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

SECTION 1. Pursuant to Section 130-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the American Indian Health Service of Chicago, Incorporated, 838 West Irving Park Road, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1989.

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

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*Arts Club Of Chicago.*

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

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

Arts Club of Chicago  
109 East Ontario Street.

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



*Central Community Hospital Cafeteria.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code, the following charitable institution is hereby exempted from the payment of the 1989 food dispenser license fee, in accordance with a favorable inspection by the Health Department:

Central Community Hospital Cafeteria  
5701 South Wood Street.

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

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*Children's Memorial Hospital.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Children's Memorial Hospital, 2300 Children's Plaza, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1988.

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

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*Columbus Maryville Child Care.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Columbus Maryville Child Care, 750 West Montrose Avenue, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1988.

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

*Community Mental Health Council.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code and in accordance with favorable investigation by the Board of Health, the following not-for-profit institution is exempted from the payment of the annual food dispenser (retail) license fee (Class I):

Community Mental Health Council  
8704 South Constance Avenue.

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

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*Evangelical Health Systems/Bethany Hospital.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Evangelical Health Systems/Bethany Hospital, 3435 West Van Buren Street, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1988.

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

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*Illinois Institute Of Technology.*

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

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

Illinois Institute of Technology (Class I)  
3140 South Federal Street.

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

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*Lower North Day Care.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Lower North Day Care, 1000 North Sedgwick Street, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1989.

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

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*Midwestern Christian Academy/Midwest Bible Church.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the annual food dispenser (Class I) license fee for the year 1989, subject to favorable investigation by the Board of Health:

Midwestern Christian Academy/Midwest Bible Church  
3441 North Cicero Avenue.

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

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*Northwestern Memorial Hospital.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago, the following not-for-profit institution in accordance with a favorable investigation by the Board of Health is hereby exempted from the payment of the annual food dispenser license fee, for the year 1989:

Northwestern Memorial Hospital for  
Passavant Hospital (ice-cream parlor);  
Prentice Hospital (cafeteria); and  
Wesley Hospital (cafeteria).

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

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*Rehabilitation Institute Of Chicago.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Rehabilitation Institute of Chicago, 345 East Superior Street, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1989.

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

*Hospitals.*

*Lutheran Grant Hospital Of Lincoln Park.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1989:

Lutheran Grant Hospital of Lincoln Park  
2035 North Lincoln Avenue.

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

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*Sheridan Road Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1989:

Sheridan Road Hospital  
6130 North Sheridan Road.

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

## CANCELLATION OF EXISTING WATER RATES.

*Agudath Israel Of Illinois.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water rates in the amount of \$4,236.62, charged to the Agudath Israel of Illinois, 3540 West Peterson Avenue (Account Number 1-3110-21-8940-3).

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

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*Congregation Ezras Israel.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water rates in the amount of \$148.12, charged to the Congregation Ezras Israel, 7001 North California Avenue (Account Number 8-0094-03-3930-3).

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

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*Greater Mount Eagle Missionary Baptist Church.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$1,889.03, charged against Greater Mount Eagle Missionary Baptist Church, 12301 South Michigan Avenue.

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

*Northwest Home For The Aged.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water rates in the amount of \$21,454.04, assessed against the Northwest Home for the Aged, 6300 North California Avenue.

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

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*Norwood Park Home.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$13,664.44, charged to the Norwood Park Home, 6016 North Nina Avenue.

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

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*Saint Mary Star Of The Sea Church.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$1,479.48, charged to Saint Mary Star of the Sea Church, 6435 South Kilbourn Avenue.

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

## REFUND OF FEE.

*Astro Amusement Company.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the total amount of \$654.00 to the Astro Amusement Company, 48 Witt Road, South Barrington, Illinois 60010, representing payment of fees for the following permits:

Permit B-708991 -- \$624.00; and

Permit 799441 -- 30.00,

for the operation of mechanical riding devices at a carnival to have been conducted on the premises located at 7514 -- 7556 South Drexel Avenue, during the period of April 26 through April 30, 1989, but cancelled for reason stipulated in attached letter.

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

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, to which had been referred on May 10, 1989 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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



Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said order as passed:

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

Name And Address	Warrant No. And Type Of Inspection	Amount
Ada S. McKinley Community Services (various locations)	B1-805349 (Bldg.)	\$23.00
	F4-803432 (Mech. Vent.)	19.00
	R1-804083 (Drwy.)	50.00
Augustana Hospital 2033 North Lincoln Avenue	D1-711802	16.00
	D1-711801	16.00
	D1-711800	16.00
	D1-711799	16.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-711798	\$16.00
	D1-711797 (Sign)	16.00
The Boys and Girls Club of Chicago -- Logan Square Unit 3228 West Palmer Square	P1-704031 (Fuel Burn. Equip.)	58.00
Center for the Rehabilitation and Training of Persons with Disabilities 6610 North Clark Street	A1-506805	30.00
	A1-901037 (Elev.)	30.00
	B1-505673 (Bldg.)	34.50
	F4-631340	22.50
	F4-819746 (Mech. Vent.)	22.50
Christopher House (various locations)	D1-701028	16.00
	D1-701029	16.00
	D1-701030 (Sign)	16.00
Edgebrook Community Church 6736 North Loieta Avenue	C2-900313 (Refrig.)	142.00
	D1-422016 (Sign)	16.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Immaculate Conception Church 1431 North North Park Avenue	A1-901232 (Elev.)	\$30.00
Jewish Federation of Metropolitan Chicago One South Franklin Street	P1-900800 (Fuel Burn. Equip.)	180.00
Lutheran Theology School 1100 East 55th Street	P1-901139 (Fuel Burn. Equip.)	325.00
Misericordia Home 2916 West 47th Street	P1-702976	260.00
	P1-605720 (Fuel Burn. Equip.)	260.00
	R1-716702 (Drwy.)	25.00
Mutual Aid Association 5844 North Milwaukee Avenue	B3-900895	34.00
	B3-901077 (Pub. Place of Assem.)	34.00
North Park College (various locations)	B4-700001	34.50
	B4-700002	23.00
	B4-700003	23.00
	B4-700004	23.00
	B4-700005	23.00

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REPORTS OF COMMITTEES

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Name And Address	Warrant No. And Type Of Inspection	Amount
	B4-700006	\$34.50
	B4-700007	46.00
	B4-700008	34.50
	B4-700009	34.50
	B4-700010	23.00
	B4-700011	23.00
	B4-700012	23.00
	B4-700013	23.00
	B4-700014 (Inst.)	149.50
Northwest Home for the Elderly 6300 North California Avenue	A1-900995 (Elev.)	60.00
Salvation Army 700 West Brompton Avenue	B1-310891	23.00
	B1-310890	23.00
	B1-515830	23.00
	B1-515829	23.00
	B1-310889	23.00
	B1-515831 (Bldg.)	23.00

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE  
EMPLOYED BY CHICAGO OSTEOPATHIC MEDICAL  
CENTER, HOSPITAL AND COLLEGE.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the reduction in license fees for the employment of special policemen, submitted by Alderman T. Evans for the Chicago Osteopathic Medical Center--thirty (30) special policemen, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs 30 special police and shall pay a fee of \$10.00 per license for the year 1989:

Chicago Osteopathic Medical Center,  
Hospital and College  
5200 South Ellis Avenue.

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

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INSTALLATION OF ALLEY AND/OR STREET LIGHTS  
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration three (3) orders authorizing the installation of alley and/or street lights at various locations, submitted by Alderman Garcia for post lights on both sides of the 2400 block of South Hamlin Avenue and post lights on both sides of the 2400 block of South Ridgeway Avenue and submitted by Alderman Davis for alley lights in the alley between Washington Boulevard and Madison Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed three (3) orders transmitted herewith.

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

Respectfully submitted,

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

On motion of Alderman Burke, the said proposed orders 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*2400 Block Of South Hamlin Avenue.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 2400 South Hamlin Block Club for the installation of residential post lights in front of homes located on both sides of the 2400 block of South Hamlin Avenue.

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*2400 Block Of South Ridgeway Avenue.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 2400 South Ridgeway Block Club for the installation of residential post lights in front of the homes located on both sides of the 2400 block of South Ridgeway Avenue.

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*5835 West Washington Boulevard.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at approximately 5835 West Washington Boulevard (alley between Washington Boulevard and Madison Street).

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, May 24, 1989.

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

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*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 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 1239 through  
1242 of this Journal.]

; and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of 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 1243  
of this Journal.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/24/89

REGULAR ORDERS

EMPLOYEE NAME	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BIGDEN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/01/88	720.00
BAKERT	POLICE OFFICER	TENTH DISTRICT	11/20/88	2016.25
RUTZEN	POLICE OFFICER	FOURTEENTH DISTRICT	11/04/88	141.50
COSGROVE	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/18/88	525.00
DAVIG	POLICE OFFICER	FIRST DISTRICT	9/05/88	177.00
DUGGAN	POLICE OFFICER	SEVENTEENTH DISTRICT	11/01/88	23.00
FLAHERTY	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/29/88	14.00
GEYER	POLICE OFFICER	YOUTH DIVISION AREA SIX	11/04/88	132.00
GIANNONI	POLICE OFFICER	SEVENTEENTH DISTRICT	4/22/88	425.00
GIBBONS	POLICE OFFICER	FIFTH DISTRICT	6/08/87	45.00
GOMEZ	POLICE OFFICER	FOURTH DISTRICT	8/27/88	110.00
GONZALEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/06/88	175.00
GREENWALD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/09/88	187.00
GRIFFIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/04/88	150.00
HANSEN	POLICE OFFICER	TENTH DISTRICT	7/10/88	90.00
HARMON	POLICE OFFICER	RECRUIT TRAINING	1/06/89	398.60
HAYES	POLICE OFFICER	DETAIL UNIT	11/16/88	63.85
HAYBLIP	POLICE OFFICER	TRAFFIC COURT SECTION	4/21/87	145.00
HIGGB	POLICE OFFICER	SIXTEENTH DISTRICT	11/13/88	60.50
HODGE	POLICE OFFICER	SIXTEENTH DISTRICT	11/06/88	61.25
HORNOSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/88	131.35
HYZY	POLICE OFFICER	FIFTH DISTRICT	11/12/88	273.00
JAKB	POLICE OFFICER	FOURTEENTH DISTRICT	8/27/88	17.00
JANISON	POLICE OFFICER	FOURTH DISTRICT	11/05/87	769.00
JOHNSON	POLICE OFFICER	TWENTIETH DISTRICT	2/19/88	16.00
KAFUS	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/10/88	243.00
KAROWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/88	25.00
KELLEHER	POLICE OFFICER	MARINE UNIT	10/25/88	178.50
KING	POLICE OFFICER	FIFTEENTH DISTRICT	2/23/88	175.00
KING	POLICE OFFICER	SEVENTEENTH DISTRICT	9/30/88	100.00
KINNALLY	POLICE OFFICER	FIFTEENTH DISTRICT	12/16/84	2700.00
KOLASINSKI	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	10/10/87	40.00
KRISTIE	POLICE OFFICER	EIGHTEENTH DISTRICT	10/08/88	447.00
KUMIEGA	POLICE OFFICER	THIRD DISTRICT	5/30/88	450.00
LAMPA	POLICE OFFICER	TWELFTH DISTRICT	11/16/88	266.00
LYONS	POLICE OFFICER	FOURTEENTH DISTRICT	5/16/88	14.00
MACMILLAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/87	217.00
MAKOWSKI	POLICE OFFICER	TWELFTH DISTRICT	8/30/88	161.00
MASSEY	POLICE OFFICER	SIXTH DISTRICT	6/11/88	760.00
MCCAFFERTY	POLICE OFFICER	AUTO THEFT SECTION	8/22/88	95.00
MCNAMANON	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	95.00
MELANIPHY	POLICE OFFICER	NINTH DISTRICT	10/14/88	261.00
MENDEZ-FASHENBAUER	POLICE OFFICER	ELEVENTH DISTRICT	10/10/88	1504.50
MIKOLAJCZYK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/88	1438.50
MITCHELL	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/15/88	606.90
MUERHFELDER	POLICE OFFICER	TWENTIETH DISTRICT	9/04/88	75.00
MYERS	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/03/88	48.00
NEJA	POLICE OFFICER	FIFTEENTH DISTRICT	9/19/88	660.00
NOVACICH	POLICE OFFICER	THIRD DISTRICT	7/24/88	536.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/24/89

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
NOVAK DENNIS	POLICE OFFICER	SECOND DISTRICT	7/19/89	104.00
NOVAK PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	2917.00
OBARTLUGH ERWIN N	POLICE OFFICER	SEVENTEENTH DISTRICT	5/09/88	40.00
OCALLAGHAN JOHN	POLICE OFFICER	SIXTH DISTRICT	9/26/88	80.00
PANAGAS PETER G	POLICE OFFICER	FOURTH DISTRICT	6/25/88	1600.00
PEREZ GREGORIO	POLICE OFFICER	TWELFTH DISTRICT	10/20/89	12571.01
PETRIZZI JOSEPH	POLICE OFFICER	IDENTIFICATION SECTION	11/16/83	50.00
PFALLER RENEICT G	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/02/88	325.00
PISTERZI FRANK M	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	10/18/88	570.00
FREZIOSIO FRED	POLICE OFFICER	SIXTEENTH DISTRICT	11/04/87	1040.00
QUALLS MICHAEL	POLICE OFFICER	TENTH DISTRICT	10/07/88	124.00
RAK JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	8/31/88	228.00
RAMIREZ GREGORY	POLICE OFFICER	YOUTH DIVISION AREA THREE	11/02/88	128.00
RAMIREZ MARIO	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/88	174.75
RICHARDS WARREN	POLICE OFFICER	THIRD DISTRICT	11/21/88	398.00
RIVERA JOHN E	POLICE OFFICER	FOURTEENTH DISTRICT	11/21/88	116.00
ROBINSON LIGA G	POLICE OFFICER	FIFTEENTH DISTRICT	7/23/88	191.00
ROCK ROLAND	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/24/88	81.25
ROZOVICS PAUL	POLICE OFFICER	TWELFTH DISTRICT	7/10/88	33.00
KUNYAN JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	4871.25
RUTHERFORD ROBERT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/02/88	92.50
BANCHEZ JAIME	POLICE OFFICER	TRAINING DIVISION	3/03/87	297.00
SCHERGEN-OREILLY RITA E	POLICE OFFICER	ELEVENTH DISTRICT	11/12/88	141.45
SCHNOTALA KENNETH	POLICE OFFICER	SEVENTEENTH DISTRICT	11/29/88	130.00
SCHNECK WALTERMAR J	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/11/88	28.00
SEARVEDA JOSEPH A	POLICE OFFICER	NINTH DISTRICT	11/22/88	116.00
SIECZKOWSKI RONALD	POLICE OFFICER	ELEVENTH DISTRICT	8/23/88	75.00
BIEDLECKI CHARLES	POLICE OFFICER	SEVENTH DISTRICT	11/08/88	288.25
BIVICEK DAVID A	POLICE OFFICER	SEVENTH DISTRICT	5/31/88	154.50
BLEDGE AUGUSTUS	POLICE OFFICER	TENTH DISTRICT	4/12/89	75.00
SMITH KENNETH E	POLICE OFFICER	ELEVENTH DISTRICT	7/19/88	313.00
SPANICH STANLEY M	POLICE OFFICER	FIFTH DISTRICT	10/16/88	17.00
SFECHT ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	10/07/88	95.00
STECK PETER F	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/25/88	103.60
SKOKA RONALD B	POLICE OFFICER	EIGHTH DISTRICT	11/27/88	73.60
STEEN HAROLD T	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/15/88	1286.00
STRAZA CLAY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/01/88	125.00
STRICKLAND ERIE	POLICE OFFICER	TWELFTH DISTRICT	11/21/88	288.00
STRONO ANTOINETTA	POLICE OFFICER	SECOND DISTRICT	11/21/88	201.00
SWAINE DANIEL	POLICE OFFICER	THIRTEENTH DISTRICT	11/15/88	55.00
SWYZKA TIGER	POLICE OFFICER	ELEVENTH DISTRICT	4/03/88	35.00
THOMAS TIMOTHY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/29/88	173.50
VANTREPOTTE FILBERT A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/12/88	83.25
VANTREPOTTE FILBERT A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/12/88	159.50
VENTICINQUE PAUL M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/26/88	144.00
WALKER GARY J	POLICE OFFICER	FOURTEENTH DISTRICT	11/13/88	105.00
RONALD J	POLICE OFFICER	FIFTH DISTRICT	9/17/88	805.00
WALLACE GERALD A	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/02/88	168.50
WALLSH GERALD A	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/21/88	61.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/24/89

REGULAR ORDERS

EMPLOYEE NAME	EMPLOYEE RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
WALSH JOHN J	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	11/02/88	96.00
WALSH ROBERT E	POLICE OFFICER	SECOND DISTRICT	11/15/88	217.00
WALTER TIMOTHY	POLICE OFFICER	FOURTEENTH DISTRICT	11/25/88	55.00
WASKHAIER WILLIAM N	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/05/85	210.00
WASHINGTON DARREN	POLICE OFFICER	TWENTIETH DISTRICT	11/04/88	227.00
WATTS RILLY L	POLICE OFFICER	FOURTEENTH DISTRICT	11/12/88	254.00
WEBSTER-POOL ARHEATHA E	POLICE OFFICER	CENTRAL DETENTION SECTION	11/12/88	205.70
WEBSTER-POOL ARHEATHA E	POLICE OFFICER	TWELFTH DISTRICT	10/23/88	176.00
WEBBYLOVE MICHAEL W	POLICE OFFICER	VICE CONTROL SECTION	11/22/88	190.00
WOLCZK JOSEPH J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/13/88	284.00
WOODARDS WORTH	POLICE OFFICER	SEVENTH DISTRICT	11/23/88	344.00
WORTH WORTH	POLICE OFFICER	TWELFTH DISTRICT	7/11/87	393.00
WROTKOWSKI ANTHONY R	POLICE OFFICER	FOURTEENTH DISTRICT	11/14/88	142.00
YOSHIMURA EDDIE	POLICE OFFICER	FOURTEENTH DISTRICT	11/13/88	113.50
ZELAZO DANIEL	POLICE OFFICER	TWENTIETH DISTRICT	11/29/88	150.00
ZEFEDA GERARDO	POLICE OFFICER	FIFTH DISTRICT	11/26/88	110.50
ZOLLER FRANCIS R	POLICE OFFICER	SECOND DISTRICT	11/07/88	189.10
ZOLLER RICHARD J	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	3/04/88	1386.00
ALICEA RAYMOND	FIREFIGHTER	ENGINE COMPANY 124	7/06/88	979.79
AFICELLA BENJAMIN A	CAPTAIN	BATTALION 9	5/10/88	1162.31
BELLAIR WILLIAM	LIEUTENANT	ENGINE COMPANY 47	2/08/85	60.00
CUNRAD CHARLES	CAPTAIN	ENGINE COMPANY 120	12/13/86	210.00
CONROY WILLIAM	CAPTAIN	TRUCK 48	11/17/88	202.50
CRANE KENNIE L	CAPTAIN	ENGINE COMPANY 67	7/04/88	76.00
DELANA TIMOTHY F	PARAMEDIC	AMBULANCE 47	4/08/88	2725.22
DONAIN WILLIAM	FIREFIGHTER	UNKNOWN	8/14/88	6996.03
DOW DAWN	PARAMEDIC	AMBULANCE 4	6/11/88	90.00
DUNN-SCIPIONE LORRAINE	PARAMEDIC	AMBULANCE 15	12/06/88	329.15
EARL CHRIS	FIREFIGHTER	AMBULANCE 6	11/26/87	4103.36
EGAN PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	22419.35
EVANS MICHAEL	FIREFIGHTER	TRUCK 18	5/31/88	183.00
FORD RICHARD	FIREFIGHTER	AMBULANCE 37	1/29/88	73.00
GONZALES ALAN	FIREFIGHTER	TRUCK 12	12/14/85	426.95
GRAND KEVIN	PARAMEDIC	AMBULANCE 19	3/25/87	192.50
GRAND KEVIN	PARAMEDIC	AMBULANCE 23	4/23/88	55.00
HARPER DALE	FIREFIGHTER	TRUCK 28	2/19/87	243.50
HARRIS JOSEPH	FIREFIGHTER	ENGINE COMPANY 82	6/06/87	1194.14
KURALANZA THOMAS	FIREFIGHTER	ENGINE COMPANY 18	4/08/88	732.00
LIUNZ JOSEPH	FIREFIGHTER	ENGINE COMPANY 38	11/28/87	77.00
MARCELLINO DONALD	FIREFIGHTER	TRUCK 57	8/07/86	10.75
MATTHEWS FRANK J	FIREFIGHTER	UNKNOWN	12/10/86	263.00
MCCOLLON RONALD	FIREFIGHTER	ENGINE COMPANY 22	12/05/85	579.00
METROPULOS NICHOLAS	FIREFIGHTER	TRUCK 34	3/31/88	115.00
MILLER MICHAEL	FIREFIGHTER	TRUCK 39	9/23/88	5362.55
O'CONNELL JAMES	PARAMEDIC	UNKNOWN	5/05/88	1352.64
O'CONNOR FRANCIS P	CAPTAIN	ENS DISTRICT 5 HEADQUARTERS & R	4/14/87	934.80
ONEILL PHILIP	LIEUTENANT	TRUCK 29	9/01/88	8095.35
FOULASEN GARY	FIREFIGHTER	DISTRICT RELIEF 5	12/20/87	110.00
		TRUCK 34	8/19/88	317.65

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/24/89

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
REONIER	FIREFIGHTER	ENGINE COMPANY 46	1/12/88	34.00
ROBINSON	FIREFIGHTER	ENGINE COMPANY 15	7/16/87	137.80
SCHETZ	FIREFIGHTER	SQUAD 1	6/01/86	1098.00
STAHL	PARAMEDIC	UNKNOWN	12/31/87	509.00
STERLING	POLICE OFFICER	TRUCK 39	8/07/88	2921.40
TODLEBEN	FIREFIGHTER	TRUCK 23	4/17/88	35.00
WADE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	7/01/88	4485.19
WADE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	6/01/88	212.50
WARFIELD	FIREFIGHTER	ENGINE COMPANY 39	12/10/87	115.00
WORKER	FIREFIGHTER	SQUAD 3	5/04/82	137.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/24/89

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
CIPUN	POLICE OFFICER	FOURTEENTH DISTRICT	9/10/88	75.00
TAJKEK	POLICE OFFICER	INTERSECTION CONTROL UNIT	9/07/88	45.00
LAUCKER	POLICE OFFICER	FIRST DISTRICT	1/10/89	1409.47
HEELAN	REYNOLDETT M	TWELFTH DISTRICT	9/04/88	1289.00
HOWARD JR	EDWARD	FIFTH DISTRICT	11/25/88	208.00
TYERY	LEONARDO	FOURTEENTH DISTRICT	11/18/88	245.00
JELENIUSKI	MARY	SIXTH DISTRICT	12/11/88	210.50
JONES	ROY	TWENTY-THIRD DISTRICT	2/05/88	40.00
JOYNER	RUTH	YOUTH DIVISION AREA ONE	7/22/88	527.50
KLEIN	MYLES	EIGHTEENTH DISTRICT	6/15/88	585.00
LALLY	THOMAS	EIGHTH DISTRICT	4/14/88	40.00
LEADER	KAREN B	NINETEENTH DISTRICT	11/07/88	840.00
LIERER	WILLIAM R	SIXTH DISTRICT	10/22/88	80.00
NIZIOLEK	ROBERT K	FIFTH DISTRICT	7/25/88	40.00
RICHARDS	BILLY	OHARE LAW ENFORCEMENT	8/02/86	459.00
RICHARDS	MARK	ELEVENTH DISTRICT	11/15/88	215.50
SARABIA	FRANK	NINTH DISTRICT	6/20/88	40.00
THIELMANN	JOSEPH P	TWENTY-SECOND DISTRICT	7/13/87	131.35
VALLES	JESSE B	TWENTY-THIRD DISTRICT	11/01/88	313.00
BEAUREGARD	EDWARD	DISTRICT RELIEF 3	1/28/72	45.00
BJORVIK	JOHN	TRUCK 23	3/22/88	1070.00

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

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

Cystic Fibrosis Foundation  
August 25 -- 26, 1989 -- citywide;

City of Hope  
June 8 -- 9, 1990 -- citywide; and

Chicago Area Council Boys Scouts of America  
May 27, 1989 -- citywide.

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

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*Action Deferred* -- REPORTS DEFERRED AND PUBLISHED PRIOR  
TO JANUARY 1, 1988 CONSIDERED  
"FAILED TO PASS".

The Committee on Finance submitted the following report which was, on motion of Aldermen T. Evans, Rush and Steele, *Deferred* and ordered published:

CHICAGO, May 24, 1989.

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

Your Committee on Finance, having had under consideration a substitute resolution stipulating that all reports ordered deferred and published by the City Council prior to January 1, 1988 on which no final action has been taken shall be considered "Failed to Pass", having had the same under advisement, begs to leave to report and recommend that Your Honorable Body adopt the proposed substitute resolution transmitted herewith.

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

Respectfully submitted,

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

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

*Be It Resolved, By the City Council of the City of Chicago:* That all reports ordered deferred and published by the City Council pursuant to Chapter 24-3-11-16 of the Illinois Revised Statutes prior to January 1, 1988, on which no final action has been taken shall be considered as having "Failed to Pass".

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

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**APPOINTMENT OF MR. RAYMOND CACHERES AS  
COMMISSIONER OF STREETS  
AND SANITATION.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Raymond Cacheres as Commissioner of Streets and Sanitation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.



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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

On motion of Alderman Austin, seconded by Aldermen Davis, Jones, Caldwell, Mell, Orr, Garcia and Natarus, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Raymond Cacheres as Commissioner of Streets and Sanitation was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

Alderman Austin moved to *Suspend the Rules Temporarily* to allow Commissioner Cacheres the privilege of the floor. The motion *Prevailed*.

Speaking from the Clerk's rostrum, Commissioner Cacheres expressed his appreciation for the honor and privilege of being afforded the opportunity to serve as the Commissioner of the Department of Streets and Sanitation. Vowing that the goal of his department will be to maintain Chicago's rank as one of the cleanest, most efficient cities in America, the Commissioner emphasized that success was predicated upon a team effort involving the Mayor, the City Council and all Chicagoans.

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#### WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration fifteen orders authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*Portion Of West Augusta Boulevard.*

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in West Augusta Boulevard, from North Ashland Avenue to North Milwaukee Avenue: 1,635 feet of 12-inch ductile iron water main, at the total estimated cost of \$290,521.40 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00765.

*Portion Of South Buffalo Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Buffalo Avenue, from East 132nd Street to East 133rd Street: 663 feet of 8-inch ductile iron water main, at the total estimated cost of \$106,169.29 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00761.

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*Portion Of North Larrabee Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Larrabee Street, from West Chicago Avenue to West Oak Street: 1,275 feet of 8-inch ductile iron water main, at the total estimated cost of \$226,813.86 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00768.

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*Portion Of North Major Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Major Avenue, from West Armitage Avenue to West Dickens Avenue: 417 feet of 12-inch ductile iron water main, at the total estimated cost of \$88,353.44 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00756.

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*Portion Of South Maplewood Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Maplewood Avenue, from West 36th Street to 550 feet S.S.L. of West 36th Street: 573 feet of 8-inch ductile iron water main, at the total estimated cost of \$94,683.85 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00739.

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*Portion Of South Maplewood Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Maplewood Avenue, from West 38th Street to 450 feet N.N.L. of West 38th Street: 472 feet of 8-inch ductile iron water main, at the total estimated cost of \$71,225.82 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00747.

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*Portions Of North Ravenswood Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in the east frontage of North Ravenswood Avenue, from West Lawrence Avenue to West Leland Avenue, and from West Wilson Avenue to West Sunnyside Avenue: 1,352 feet of 12-inch ductile iron water main, at the total estimated cost of \$211,216.54 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00746.

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*Portions Of North Spaulding Avenue And  
West Cortez Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Spaulding Avenue, from West Division Street to West Grand Avenue, and in West Cortez Street, from North Spaulding Avenue to 143 feet E.E.L.: 1,402 feet of 8-inch ductile iron water main, at the total estimated cost of \$201,054.20 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00748.

*Portion Of West 76th Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in West 76th Street, from South Damen Avenue to South Seeley Avenue: 367 feet of 8-inch ductile iron water main, at the total estimated cost of \$57,459.23 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00762.

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*Portion Of West 78th Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in West 78th Street, from South Hoyne Avenue to South Hamilton Avenue: 335 feet of 8-inch ductile iron water main, at the total estimated cost of \$46,233.49 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00759.

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*Portion Of East 81st Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in East 81st Street, from South Woodlawn Avenue to South University Avenue: 350 feet of 8-inch ductile iron water main, at the total estimated cost of \$61,878.25 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00752.

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*Portions Of East 82nd Street And First Alley  
West Of South Woodlawn Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in East 82nd Street, from South Woodlawn Avenue to 510 feet W.W.L. of South Woodlawn Avenue and in the first alley west of South Woodlawn Avenue, from East 82nd Place to

East 81st Place: 566 feet of 8-inch ductile iron water main, at the total estimated cost of \$178,823.69 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00767.

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*Portion Of West 83rd Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in West 83rd Street, from South Whipple Street to South Albany Avenue: 288 feet of 8-inch ductile iron water main, at the total estimated cost of \$50,727.34 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00766.

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*Portion Of East 92nd Place.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in East 92nd Place, from South Luella Avenue to South Yates Avenue: 1,016 feet of 8-inch ductile iron water main, at the total estimated cost of \$142,970.99 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00753.

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*Portion Of West 96th Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in West 96th Street from South Peoria Avenue to South Morgan Street: 663 feet of 8-inch ductile iron water main, at the total estimated cost of \$92,255.56 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00771.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON HISTORICAL  
LANDMARK PRESERVATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of 1989 funds in the City Council Committee on Historical Landmark Preservation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2050	0700	\$4,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2050	0000	\$4,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Historical Landmark Preservation during the year 1989.

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

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**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
FINANCE GENERAL-CORPORATE FUND.**

The Committee on the Budget and Government Operations submitted the following report:



CHICAGO, May 24, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of 1989 funds in Finance General-Corporate Fund, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

## 100 -- Corporate Fund

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
		Finance General -- Other Operating Expenses				
261	.0931	For Payment of Non-Tort Judgments		\$10,891,378		\$10,226,378
261	.0140	Professional and Technical Services		\$405,000		\$1,070,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in Finance General-Corporate Fund during the year 1989.

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

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AMENDMENT OF 1988 ANNUAL APPROPRIATION ORDINANCE  
WITHIN PUBLIC BUILDING COMMISSION FUND.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment of the 1988 Annual Appropriation Ordinance in the Public Building Commission Fund to establish necessary accounts to facilitate the proper recording of annual lease payments, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1988, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

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

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

*Exhibit "A".*

641 -- Public Building Commission Fund -- 1988.

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	.0915	For Payment of Leases	\$14,532,000	- 0 -

Insert:

Dept. Code	Acct.		
23-2005	0915	For Payment of P.B.C. Leases	\$ 517,990
31-2005	0915	For Payment of P.B.C. Leases	\$1,691,299
41-2005	0915	For Payment of P.B.C. Leases	\$ 70,038
57-2005	0915	For Payment of P.B.C. Leases	\$ 276,248
59-2005	0915	For Payment of P.B.C. Leases	\$ 624,177
81-2020	0915	For Payment of P.B.C. Leases	\$ 12,939
99-2005	0902	For Payment of P.B.C. Interest	\$3,664,509
99-2005	0912	For Payment of P.B.C. Principle	\$7,674,800

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AMENDMENT OF 1989 ANNUAL APPROPRIATION ORDINANCE  
WITHIN PUBLIC BUILDING COMMISSION FUND.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment of the 1989 Annual Appropriation Ordinance in the Public Building Commission Fund to establish necessary accounts to facilitate the proper recording of annual lease payments, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1989, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

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

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

*Exhibit "A".*

641 -- Public Building Commission Fund -- 1989.

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
371	.0915	For Payment of Leases	\$13,446,000	- 0 -

Insert:

Dept. Code	Acct.		
23-2005	0915	For Payment of P.B.C. Leases	\$ 524,572
31-2005	0915	For Payment of P.B.C. Leases	\$ 552,807
41-2005	0915	For Payment of P.B.C. Leases	\$ 69,507
57-2005	0915	For Payment of P.B.C. Leases	\$ 274,144
59-2005	0915	For Payment of P.B.C. Leases	\$ 619,225
81-2020	0915	For Payment of P.B.C. Leases	\$ 12,879
99-2005	0902	For Payment of P.B.C. Interest	\$3,164,666
99-2005	0912	For Payment of P.B.C. Principal	\$8,228,200

**COMMITTEE ON ECONOMIC DEVELOPMENT.**

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**APPOINTMENT OF MR. JOSEPH J. JAMES AS COMMISSIONER  
OF ECONOMIC DEVELOPMENT.**

The Committee on Economic Development submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Economic Development, having had under consideration a communication signed by Mayor Richard M. Daley appointing Joseph J. James as Commissioner of Economic Development, begs leave to recommend that Your Honorable Body *Approve* said appointment, which is transmitted herewith.

This recommendation was concurred in by nine (9) members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Joseph J. James as the Commissioner of Economic Development was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

PROPERTY LOCATED AT 2216 WEST HUBBARD STREET APPROVED  
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT  
TO COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Economic Development, having had under consideration a resolution introduced by Alderman Sheneather Butler (27th) authorizing Class 6(b) real estate tax incentives for the property located at 2216 West Hubbard Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by nine (9) members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate



tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and used for manufacturing or industrial purposes; and

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

WHEREAS, The Williams Veterinary Supply Company is the owner of the property commonly known as 2216 West Hubbard Street, Chicago, Illinois (hereinafter referred to as the "subject property"), and plans substantial new construction on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Number for the subject property is: Number 17-07-129-031-0000; and

WHEREAS, The subject property is used for industrial purposes (warehouse distribution) by Williams Veterinary Supply Company; and

WHEREAS, Williams Veterinary Supply Company has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-Eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

WHEREAS, Substantial new construction work is planned, and sums have been expended to this purpose; and

WHEREAS, This new construction on, and use of, the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new construction and utilization of the subject property will generate significant new revenues in the form of real estate and other tax revenues; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, hereby declare:

SECTION 1. The subject property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended October 1, 1984; and

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 17-07-129-031-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois, 60602; and

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

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COMMITTEE ON HEALTH.

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APPOINTMENT OF DOCTOR WHITNEY W. ADDINGTON AS  
PRESIDENT AND MEMBER OF CHICAGO BOARD  
OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Dr. Whitney W. Addington, as President and member of the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Whitney W. Addington as President and member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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APPOINTMENT OF DOCTOR DONALD HOPKINS AS MEMBER  
OF CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Dr. Donald Hopkins to the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Donald Hopkins as a member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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APPOINTMENT OF MR. EDWARD F. LAWLOR AS MEMBER  
OF CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Edward F. Lawlor to the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Edward F. Lawlor as a member of the Chicago Board of Health was Approved 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

APPOINTMENT OF SISTER SHEILA LYNE, AS MEMBER  
OF CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Sister Sheila Lyne to the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Sister Sheila Lyne as a member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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APPOINTMENT OF MS. SUSAN MANILOW AS MEMBER  
OF CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Susan Manilow to the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Susan Manilow as a member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Eisendrath was excused from voting pursuant to the provisions of Rule 14 of the Council's Rules of Order.

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APPOINTMENT OF MS. CARMEN MENDOZA AS MEMBER  
OF CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Carmen Mendoza to the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Carmen Mendoza as a member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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APPOINTMENT OF DOCTOR TONI MILES AS MEMBER OF  
CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the

proposed appointment of Toni Miles, M.D., Ph.D., to the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Toni Miles as a member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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APPOINTMENT OF DOCTOR ASHOK RAOJIBHAI PATEL AS  
MEMBER OF CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Dr. Ashok Raojibhai Patel to the Chicago Board of Health which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.



Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Ashok Raojibhai Patel as a member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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APPOINTMENT OF DOCTOR IRIS SHANNON AS MEMBER  
OF CHICAGO BOARD OF HEALTH.

The Committee on Health submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Health, having had under consideration a communication signed by Mayor Richard M. Daley, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment of Dr. Iris Shannon, R.N., Ph.D., to the Chicago Board of Health, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Butler, the committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Iris Shannon as a member of the Chicago Board of Health was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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**COMMITTEE ON HOUSING, LAND ACQUISITION,  
DISPOSITION AND LEASES.**

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

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 22, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition, and Leases to which was referred a communication, signed by The Honorable Richard M. Daley Mayor, requesting approval of Michael F. Schubert as a member and Chairman of the Board, for the Department of Urban Renewal, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* said communication transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Michael F. Schubert as a member and Chairman of the Board for the Department of Urban Renewal was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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**COMMITTEE ON INTERGOVERNMENTAL  
RELATIONS.**

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**ILLINOIS CONGRESSIONAL DELEGATION URGED TO ELIMINATE  
CHICAGO SKYWAY TOLLS AND REDEEM OUTSTANDING  
CHICAGO SKYWAY BONDS.**

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on April 26, 1989) memorializing the Congress of the United States to pay off the bonds on the Chicago Skyway, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,

(Signed) ROMAN PUCINSKI,  
*Chairman.*

On motion of Alderman Pucinski, the said proposed resolution transmitted with the foregoing committee report 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schultër, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Chicago Skyway is a vital link between the City of Chicago and northwest Indiana; and

WHEREAS, The high tolls on the said Chicago Skyway are a barrier to free access and economic development, both of the City of Chicago and the communities of northwest Indiana; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of Chicago request the Illinois Delegation in Congress to take whatever action to abolish the present high tolls on the Chicago Skyway and pay off the outstanding bonds on the Chicago Skyway, thereby permitting the free flow of commerce between the states of Illinois and Indiana, particularly the City of Chicago and the adjoining communities in Indiana and furthering the economic development of the entire area.

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ILLINOIS GENERAL ASSEMBLY URGED TO PASS  
"WORK, WELFARE AND FAMILIES"  
LEGISLATION.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on April 26, 1989) memorializing the Illinois General Assembly to pass House Resolution 300 known as the "Work, Welfare and Families" legislation which would begin significant welfare reforms in the State of Illinois, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,

(Signed) ROMAN PUCINSKI,  
*Chairman.*

On motion of Alderman Pucinski, the said proposed resolution transmitted with the foregoing committee report 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, There are over one million people receiving public aid in Illinois, and of that number, 629,822 are residents of Chicago; and

WHEREAS, Half of all public aid recipients are children under 18 years of age and unable to earn an income and therefore unable to make a living for themselves; and

WHEREAS, The State of Illinois has established a standard of need, which is a measure of poverty that is well below the federal poverty level, and is supposed to be readjusted every January; and

WHEREAS, There has been no increase in the public aid cash grants to Illinois families receiving A.F.D.C. (Aid For Dependent Children) since 1985, when those grants at that time provided only 54% of the standard of need, and considering that the cost of living in the Chicago metropolitan area alone has gone up 15.6% since 1985, today in 1989, Illinois

Public Aid grants provide a shocking 46.2% of the state standard of need to families receiving public aid; and

WHEREAS, There is a critical need to reshape and reform our state's welfare policies and programs in order to assure that all Illinois residents receiving public aid have the opportunity to become self-sufficient through the establishment of a more fair, adequate and compassionate public aid system in Illinois; and

WHEREAS, A large and diverse coalition of human service, religious, civic, community and welfare recipient organizations called "Work, Welfare and Families" who are committed to enhancing the capacity of both public and private sectors to assure public policies that will respond fairly, adequately and compassionately to financially needy Illinois citizens, has developed a set of legislative proposals by the same name (Work, Welfare and Families) for improving the public aid system in Illinois, to be reintroduced in this session of the Illinois General Assembly; and

WHEREAS, These proposals provide a basic level of economic support for dependent children and families, provide for the establishment of a wide range of education, training and support services to assist public aid recipients to becoming economically self-sufficient, as well as enhancing the public/private partnerships needed to maximize the resources of both sectors; and

WHEREAS, The Work, Welfare and Families legislative proposals have been endorsed by not only those agencies, organizations and churches that are leaders in the movement towards human and economic development in Chicago and Illinois, but also the City of Chicago Department of Human Services; now, therefore,

*Be It Resolved*, That the Chicago City Council fully endorses and supports the passage of these legislative initiatives that will prove to be a significant beginning towards welfare reform in our state, and we urge all members in the Illinois General Assembly who represent our city and the ever-growing population of the poor downstate in Chicago's sister cities and counties, we urge The Honorable Governor James Thompson, Senate President Phillip Rock and House Speaker Michael Madigan to encourage the passage of these bills, so that the criteria by which we measure the greatness of our city and state will be consistent with the moral obligation we have as a governing body to improve the quality of life of these Illinois residents who are economically and socially impoverished.

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COMMITTEE ON LOCAL TRANSPORTATION.

INSTALLATION OF BUS PASSENGER SHELTERS AT  
SPECIFIED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration two proposed ordinances (which were referred October 26, 1988 and April 26, 1989) memorializing the Chicago Transit Authority to give consideration to the erection of bus passenger shelters at specified locations, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinances which are transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*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):

*4300 West Peterson Avenue.*

WHEREAS, The necessity of erecting shelter(s) for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of the bus shelter(s) at the following location(s) within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
West Peterson Avenue		4300 West	Eastbound	39

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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



*Portions Of East 103rd Street.*

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following locations within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
East 103rd Street		South Stony Island Avenue	West	10
East 103rd Street		South Doty Avenue (East)	East	10

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelters.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelters.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelters.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER  
INSTALLATION OF BUS PASSENGER SHELTERS AT  
SPECIFIED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration three proposed orders (which were referred March 8 and 29, 1989) memorializing the Chicago Transit Authority to give consideration to the erection of bus passenger shelters at specified locations, begs leave to recommend that Your Honorable Body *Pass* the said proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, J ones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*West Higgins Avenue And North Melvina Avenue.*

*Ordered,* That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on the southwest corner of West Higgins Avenue and North Melvina Avenue for westbound passengers.

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*North Milwaukee Avenue And West Sunnyside Avenue.*

*Ordered,* That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on the northwest corner of North Milwaukee Avenue and West Sunnyside Avenue.

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*North Sheridan Road And West Granville Avenue.*

*Ordered,* That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on the northeast corner of North Sheridan Road and West Granville Avenue for northbound passengers.

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ESTABLISHMENT OF BUS STAND ON PORTION OF  
WEST HUBBARD STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (referred March 29, 1989) to establish a bus stand on West Hubbard Street, south

curb, from the west property line of North Artesian Avenue to a point 100 feet west thereof (except on Saturdays, Sundays and holidays), begs leave to recommend that Your Honorable Body Pass the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated (except on Saturdays, Sundays and holidays):

Public Way	Area
West Hubbard Street (South curb)	From the west property line of North Artesian Avenue to a point 100 feet west thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while

actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

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ESTABLISHMENT OF SIGHTSEEING BUS STAND DURING  
SPECIFIED HOURS ON PORTION OF  
WEST RANDOLPH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred May 10th, 1989) to establish a bus stand on West Randolph Street, north curb, from a point 20 feet west of North LaSalle Street to a point 120 feet west thereof, sightseeing bus -- tow zone, except between 4:00 P.M. and 6:00 P.M., Monday through Friday, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
West Randolph Street (North curb)	On West Randolph Street, along the north curb, from a point 20 feet west of North LaSalle Street to a point 120 feet west thereof (sightseeing bus) tow zone -- except between 4:00 P.M. and 6:00 P.M. -- Monday through Friday.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

ESTABLISHMENT OF SIGHTSEEING BUS STAND ON  
PORTION OF NORTH LA SALLE STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on May 10, 1989) to establish a bus stand on North LaSalle Street, west side, from a point 91 feet north of West Randolph Street to a point 85 feet north thereof, "No Parking At Any Time" sightseeing bus stand, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way

Area

North LaSalle Street  
(West side)From a point 91 feet north of West  
Randolph Street to a point 85 feet north  
thereof, "No Parking At Any Time"  
(sightseeing bus stand).

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200) Dollars for each offense".

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

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ESTABLISHMENT OF SIGHTSEEING BUS STAND ON PORTION OF  
EAST WACKER DRIVE.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on May 10, 1989) for the establishment of a bus stand on East Wacker Drive (north side) from a point 117 feet west of North Michigan Avenue to a point 43 feet west thereof, "No Parking At Any Time" (sightseeing bus stand), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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



Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
East Wacker Drive (North side)	From a point 117 feet west of North Michigan Avenue to a point 43 feet west thereof, "No Parking At Any Time" (sightseeing bus stand).

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200) Dollars for each offense".

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

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ESTABLISHMENT OF MOTORBUS ROUTES ON PORTIONS  
OF SPECIFIED PUBLIC WAYS.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration four proposed ordinances (referred March 29, 1989) to install, maintain and operate motorbus routes on portions of North Campbell Avenue, North Central Park Avenue, West Franklin Boulevard and West Hubbard Street, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinances which are transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*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):

*Portion Of North Campbell Avenue.*

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on North Campbell Avenue from West Grand Avenue to West Hubbard Street as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

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*Portion Of North Central Park Avenue.*

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on North Central Park Avenue from 400 North, Chicago and Northwestern Railroad crossing, to West Franklin Boulevard as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

*Portion Of West Franklin Boulevard.*

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on West Franklin Boulevard from North Central Park Avenue to North Homan Avenue as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

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*Portion Of West Hubbard Street.*

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on West Hubbard Street from North Campbell Avenue to North Western Avenue as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

ESTABLISHMENT OF TAXICAB STAND NUMBER 589 ON  
PORTION OF NORTH CLARK STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred March 29, 1989) to establish Taxicab Stand No. 589 on North Clark Street, along the east curb, from a point 120 feet north of the north building line of West North Avenue to a point 60 feet north thereof, 3 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following location:

Taxicab Stand No. 589

On North Clark Street, along the east curb, from a point 120 feet north of the north building line of West North Avenue to a point 60 feet north thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

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ESTABLISHMENT OF TAXICAB STAND NUMBER 590 ON  
PORTION OF NORTH FRANKLIN STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred March 29, 1989), to establish Taxicab Stand No. 590 on North Franklin Street, along the east curb, from a point 105 feet south of the south building line of West Washington Street to a point 40 feet south thereof, 2 vehicles, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following location:

Taxicab Stand No. 590

On North Franklin Street, along the east curb, from a point 105 feet south of the south building line of West Washington Street to a point 40 feet south thereof, 2 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which

no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

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ESTABLISHMENT OF TAXICAB STAND NUMBER 591 ON  
PORTION OF NORTH DEARBORN STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred May 10, 1989) to establish Taxicab Stand No. 591 on North Dearborn Street, along the east curb, from a point 198 feet south of the south building line of West Wacker Drive to a point 120 feet south thereof, 6 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.



Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand to be known by the designated number, for the number of vehicles stated at the following location:

Taxicab Stand No. 591

On North Dearborn Street, along the east curb, from a point 198 feet south of the south building line of West Wacker Drive to a point 120 feet south thereof, 6 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

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ESTABLISHMENT OF TAXICAB STAND NUMBER 592 ON  
PORTION OF EAST DELAWARE PLACE.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on May 10, 1989), to establish Taxicab Stand No. 592 on East Delaware Place, along the north curb, from a point 228 feet west of the west building line of North Michigan Avenue to a point 43 feet west thereof, 3 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand to be known by the designated number, for the number of vehicles stated at the following location:

Taxicab Stand No. 592

On East Delaware Place, along the north curb, from a point 228 feet west of the west building line of North Michigan Avenue to a point 54 feet west thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

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AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB  
STAND NUMBER 586 ON PORTION OF EAST  
DELAWARE PLACE.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 24, 1989.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred March 29, 1989) to amend Taxicab Stand No. 586 on East Delaware Place, south curb, west of North Ernst Court to read north curb, east of North Rush Street, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council February 16, 1989, pages 25030 -- 25031 of the Journal of the Proceedings, establishing the following taxicab stand:

Taxicab Stand No. 586

On East Delaware Place, south curb,  
from a point 10 feet west of North Ernst  
Court to a point 60 feet west thereof, 3  
vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"along the south curb, from a point 10 feet west of North Ernst Court to a point 60 feet west thereof"

and inserting in lieu thereof the following:

"along the north curb, from a point 20 feet east of North Rush Street to a point 58 feet east thereof".

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

COMMITTEE ON SPECIAL EVENTS AND  
CULTURAL AFFAIRS.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 35.1 BY  
RESTRUCTURING FARMERS' MARKET  
PERMIT FEES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 23, 1989.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor (referred to your committee on May 10, 1989) recommending an ordinance amending Chapter 35.1 of the Municipal Code of Chicago to restructure farmers' market permit fees, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

On motion of Alderman Madrzyk, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 35.1 of the Municipal Code of Chicago is hereby amended by deleting existing Section 35.1-5 and inserting a new Section 35.1-5, as follows:

*35.1-5. No grower or producer shall sell or offer for sale products without first having obtained a permit therefor. The fee for a permit shall be \$25 for each day of permitted sales in each farmers' market area where the grower or producer intends to sell. The permit fee shall not be reduced, abated or apportioned due to the failure of the grower or producer to sell or offer for sale products in accordance with a permit.*

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

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PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SPECIFIED STREETS FOR SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 23, 1989.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration six proposed orders (referred to your committee on May 10, 1989) to grant permission to close to traffic portions of specified streets for sundry purposes, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*Asociacion Pro Derechos Obreros.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Asociacion Pro Derechos Obreros (A.P.O.) Carniaval Fundraiser, c/o Nameraquel Guerrero/R. Boria, President, 1436 West 18th Street, to close to traffic South Blue Island Avenue between West Cullerton Street and West 21st Street, South Laflin Street between West Cullerton Street and West 21st Place, and West 22nd Street from 1426 to South Ashland Avenue, from 12:01 A.M. on Tuesday, May 30, 1989 to 8:00 A.M. on Monday, June 5, 1989, for the conduct of a carnival.

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*Catholic Archdiocese.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Catholic Archdiocese to close to traffic East Superior Street between North State Street and North Wabash Avenue on Saturday, May 20, 1989, during the hours of 10:00 A.M. and 2:00 P.M., for the ordination of the new priests in the Archdiocese of Chicago.

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*Gibson Steakhouse.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to

grant permission to the Gibson Steakhouse, c/o Peggy Lombardo, 1028 North Rush Street, to close to traffic East Bellevue Avenue between North Rush Street and North State Street, on Monday, May 1, 1989, during the hours of 2:00 P.M. and 10:00 P.M. for the opening of the Gibson Steakhouse and also grant permission for the erection of a tent in the public roadway.

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*"Just Say No Foundation".*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the "Just Say No Foundation", c/o Gary Silbar Promotions, 650 West Briar Place, to close South Columbus Drive between East Jackson Boulevard and East Roosevelt Road on Thursday, May 11, 1989, during the hours of 11:00 A.M. and 1:00 P.M., for the conduct of a walk and rally.

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*Ms. Leslie Shook/DePaul University/The Theatre School.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Leslie Shook, Theatre Manager, DePaul University/The Theatre School, 2135 North Kenmore Avenue, to close to traffic East Balbo Drive (north lane) from South Michigan Avenue to South Wabash Avenue, making the south lane one-way westerly so cars have access to the Hilton garage during the hours of 5:00 P.M. and 7:45 P.M. on Friday, May 12, 1989; and East Balbo Drive (completely) from South Michigan Avenue to South Wabash Avenue during the hours of 7:45 P.M. and 8:30 P.M. on Friday, May 12, 1989, to allow guests to cross from the Blackstone Theatre to the Hilton Hotel, in conjunction with the Blackstone benefit gala.

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*University Of Chicago Lab Schools.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the University of Chicago Lab Schools, 5555 South Ellis Avenue, to close to traffic East 59th Street from South Dorchester Avenue to South Kimbark Avenue on Saturday, May 20, 1989 during the hours of 12:00 P.M. and 5:00 P.M.



**COMMITTEE ON STREETS AND ALLEYS.**

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**APPROVAL GIVEN FOR GRANTS OF PRIVILEGE 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* the twenty-one proposed ordinances transmitted herewith (referred on June 8, November 16 and December 21, 1988, January 18, February 1, 16 and March 8, 1989) for grants of privilege in public ways.

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 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*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):

*America's Bar Limited Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to America's Bar Limited Partnership, upon the terms and subject to the conditions of this ordinance, to install, maintain and use two (2) flagpoles protruding from the building at 219 West Erie Street, approximately eight (8) feet over the sidewalk and six (6) inches in diameter located on either end of the building. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages

thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

*BCED-Illinois Resources, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to BCED- Illinois Resources, Incorporated, as a general partner of 700 Michigan Tower Partnership, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a fuel tank under the sidewalk adjacent premises at 700 North Michigan Avenue, dimensions approximately eleven (11) feet two (2) inches by six (6) feet three (3) inches. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and

restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

*Becker DePaul Management Company.*

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

**SECTION 1.** Permission and authority are hereby given and granted to Becker DePaul Management Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge over the public way adjacent to its property located at 1801 West Byron Street, described as follows: bridge shall be over the east-west public alley south of West Byron Street, connecting the premises known as 1800 West Berenice Avenue at a point approximately ten (10) feet west of the west line of North Ravenswood Avenue. Said bridge shall not exceed one-story in height, seven (7) feet in width, and the lowest portion of said bridge shall be held more than twelve (12) feet above the surface of the public alley at the above described location. Authority herein granted for a period of five (5) years from and after February 25, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and

charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Mr. Clarence L. Burch.*

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

SECTION 1. Permission and authority are herein given and granted to Clarence L. Burch, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use a fire escape held twenty-six (26) feet above street grade of West Goethe Street adjacent to the premises known as 1251 North Clybourn Avenue. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the



supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Burnham Park Plaza Association.*

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

SECTION 1. Permission and authority are hereby given and granted to Burnham Park Plaza Association, upon the terms and subject to the conditions of this ordinance, to install, maintain and use fourteen (14) decorative lights on fifteen (15) foot individual poles to be mounted on public sidewalk a minimum of three (3) feet six (6) inches from curb line, on South Wabash Avenue and nine streets adjacent to premises at 818 -- 826 South Wabash Avenue. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the

Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Chicago Place Partnership By BCED-Illinois  
Resources, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Place Partnership by BCED-Illinois Resources, Incorporated, its managing partner, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a fuel tank under the sidewalk adjacent to West Huron Street for the purpose of servicing the premises known as 700 North Michigan Avenue. Dimensions are approximately eleven (11) feet two (2) inches by six (6) feet three (3) inches. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the

annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Chicago Transit Authority.*

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

SECTION 1. Permission and authority are hereby given and granted to the Chicago Transit Authority, upon the terms and subject to the conditions of this ordinance, to construct and maintain a fence along the public way adjacent to the premises known as 6200 South Calumet Avenue. Authority for the above named privilege is herein given and granted from and after date of passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per

annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of self-insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of self-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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Five North Wabash Limited Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to Five North Wabash Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform adjacent to its premises located at 5 North Wabash Avenue. Said loading platform shall be located on the west side of North Garland Court and shall be twenty-two (22) feet in length and eight (8) feet in width. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after August 12, 1986.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the



Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Sixty- one and no/100 Dollars (\$761.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Freemont-Weed Limited Partnership,  
Freemont-Weed, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to the Freemont-Weed Limited Partnership, Freemont-Weed, Incorporated, to maintain and use as now constructed a grease trap in the public right-of-way adjacent to its property located at 901 West Weed Street. Dimensions of said grease trap shall be ten (10) feet in length and five (5) feet in width for a total of fifty

(50) square feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The

grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances hereinauthorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

*Mr. Ralph Furling (Doing Business As Industrial Steel And Wire Company).*

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

SECTION 1. Permission and authority are hereby given and granted to Ralph Furling, doing business as Industrial Steel and Wire Company, upon the terms and subject to the conditions of this ordinance, to occupy an eighteen (18) foot strip of parkway along the north line of West Cortland Avenue, commencing at a point on the north line of same seventy-three (73) feet nine (9) inches east of the east line of North Narragansett Avenue, thence running in an easterly direction a distance of three hundred fifteen (315) feet except for a twenty (20) foot fire lane, for a total of two hundred ninety-five (295) feet. This strip of land is adjacent to the premises at 1901 North Narragansett Avenue and is to be used to create thirty-nine (39) parking stalls. Authority herein granted for a period of five (5) years from and after September 24, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Forty-three and no/100 Dollars (\$1,543.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and

charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults; canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Horween Leather Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Horween Leather Company, upon the terms and subject to the conditions of this ordinance, to occupy and use twelve hundred forty (1,240) square feet of space for the purpose of housing three (3) sheds and a hopper extending to the roof at the rear of the building located at 2015 -- 2021 North Elston Avenue on the westerly side of the sixty-six (66) foot right-of-way of North Mendell Street. Authority herein granted for a period of five (5) years from and after April 1, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Thirty- eight and no/100 Dollars (\$338.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or

otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Industrial Coatings Group, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted, to Industrial Coatings Group, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track in South Lumber Street connecting with the existing track of the Chicago, Burlington and Quincy Railroad at a point twenty (20) feet northeast of the south line of West 20th Place, thence running southwesterly on a curve to a point on the westerly side of South Lumber Street sixty (60) feet southwesterly of said south line of West 20th Place. Authority herein granted for a period of five (5) years from and after November 28, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued

maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services

and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Lakewood Engineering And Manufacturing Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Lakewood Engineering and Manufacturing Company, upon the terms and subject to the conditions of this ordinance, to install, maintain and use two (2) two (2) inch aluminum pipes above and over the sixteen (16) foot public alley adjacent to the premises at 1945 West Carroll Street. Pipes are to be used to transfer raw material from outside silos to machines inside plant. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding

payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Management Metropolitan Services.*

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

SECTION 1. Permission and authority are hereby given and granted to Management Metropolitan Services, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed three (3) sample basins. Outside diameter of basins is four feet ten inches (4'10") and placed at a depth of approximately six (6) feet. Basins will be accessible by manholes at street grade and covers for manholes shall have locking bars. Locations of basins A and B will be under North Stetson Street approximately six (6) feet from property line and basin C under East South Water Street. All three (3) basins are adjacent to the premises at 201 East Wacker Drive. Authority herein granted for a period of five (5) years from and after November 14, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the

Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Montgomery Ward & Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Montgomery Ward & Company, upon the terms and subject to the conditions of this ordinance, to occupy a portion of North Kingsbury Street enclosed with eight (8) foot cyclone gates at the following locations for security purposes: North Larrabee, North Hobbie and West Oak Streets. Said gates will remain open and free for public travel between the hours from 8:00 A.M. to 6:00 P.M. Said space is approximately one thousand two hundred eighty-five

(1,285) feet in length and sixty-six (66) feet in width or approximately eighty-four thousand eight hundred ten (84,810) square feet, beginning at a point adjacent to the northerly line of North Larrabee Street and running in a northwesterly direction along North Kingsbury Street for a distance approximately one thousand two hundred eighty-five (1,285) feet, ending at a point adjacent to the southerly line of West Hobbie Street. Authority herein granted for a period of five (5) years from and after October 17, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Four Hundred Ninety-six and no/100 Dollars (\$5,496.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said



removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

*Rayner, Rinn-Scott, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Rayner, Rinn-Scott, Incorporated, upon the terms and subject to the conditions of this ordinance, to operate as now constructed a switch track at street grade on and across South Troy Street, from a point on the east line thereof forty (40) feet north of the north line of West 28th Street; thence southwesterly on a curve on and across South Troy Street to a point on the west line thereof fifteen (15) feet north of the north line of West 28th Street. Authority herein granted for a period of five (5) years from and after January 25, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including

judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein

requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Rescorp Development, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Rescorp Development, Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use fifteen (15) tie-backs to be driven into the public right of way to hold sheeting in place, adjacent to the premises at 2960 North Lake Shore Drive and described as follows:

Oakdale Avenue -- Eleven (11) tie-backs approximately twenty-two point five (22.5) feet in length and six (6) inches in width; and

Alley 250 feet west of Lake Shore Drive West -- Four (4) tie-backs approximately eight (8) feet in length and six (6) inches in width.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless

the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Steel City National Bank Of Chicago.*

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to the Steel City National Bank of Chicago, to maintain and use as now constructed a pipe tunnel used for the purpose of containing television conduits. Dimensions of said pipe tunnel shall be approximately three (3) feet in width and approximately seventy-two (72) feet in length, and shall run under and across the eighty (80) foot public right-of-way of East 92nd Street at a depth of approximately three (3) feet, connecting the premises known as 3017 East 92nd Street with the premises known as 3030 East 92nd Street. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after December 30, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per

annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*TLF, Incorporated (Doing Business As Chicago Blooms).*

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

SECTION 1. Permission and authority are hereby given and granted to TLF, Incorporated, doing business as Chicago Blooms, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the sidewalk adjacent to the premises at 1149 North State Street. The area will be utilized for the display of seasonal floral merchandise, and shall extend five (5) feet into the public way over a length of fifteen (15) feet. Authority herein granted for a period of five (5) years from and after March 30, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee



shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Eight and no/100 Dollars (\$408.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Wacker-Adams Associates.*

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

SECTION 1. Permission and authority are hereby given and granted to Wacker-Adams Associates, an Illinois joint venture, by the attorneys for its managing general partner, Rudnick & Wolfe, upon the terms and subject to the conditions of this ordinance, to erect and maintain three (3) decorative lighting sconce fixtures adjacent to the premises at 125 South Wacker Drive, each measuring approximately one (1) foot three (3) inches in length by six (6) inches in width at first story level. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the

responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*900 South Wabash Associates.*

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

SECTION 1. Permission and authority are hereby given and granted to 900 South Wabash Associates, upon the terms and subject to the conditions of this ordinance, to install, maintain and use four (4) decorative lights on fifteen (15) foot individual poles to be mounted to public sidewalk a minimum two (2) feet six (6) inches from curb line, adjacent to the premises at 900 South Wabash Avenue. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or 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 Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of

Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The 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 Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in 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 or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage: provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF  
PRIVILEGE TO LISSNER CORPORATION.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 28, 1989). This ordinance passed the City Council on August 28, 1986 granting permission to Lissner Corporation upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out Sections 1 and 2 in their entirety and inserting in lieu thereof new Sections 1 and 2, granting permission to American National Bank, under Trust Number 103592-06.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on August 28, 1986, granting permission to Lissner Corporation upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out Sections 1 and 2 in their entirety and inserting in lieu thereof:

Section 1. Permission and authority are hereby given and granted to American National Bank, Trust Number 103592-06, upon the terms and subject to the conditions of this ordinance, to occupy part of the space under the North Ogden Avenue viaduct between North North Branch Street and the North Branch of the Chicago River, containing ten thousand six hundred sixty-six (10,666) square feet of space for truck storage for a period of five (5) years from and after January 1, 1986. Any and all maintenance shall be subject to regulations set forth by the Commissioners of Public Works, Streets and Sanitation and Sewers . . . . .

Section 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted, the sum of One Thousand One Hundred Sixty-one Dollars (\$1,161.00) per annum, in advance and shall pay all past due fees, each succeeding payment shall be made on the same day and month as stated in Section 1. In the case of the termination of the privilege herein granted or the grantee transfer title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 thirteen proposed ordinances transmitted herewith (referred on May 10, 1989) to



maintain and use portions of the public ways 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 motion of Alderman Levar, the said proposed 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, C'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*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):

*A.B.P. Midwest, Incorporated (Doing Business As Au Bon Pain,  
The French Bakery Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to A.B.P. Midwest, Incorporated, doing business as Au Bon Pain, The French Bakery 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 222 North LaSalle Street. Said sidewalk cafe shall be thirty- three and one-half (33-1/2) feet in length and six (6) feet in width, for a total of two hundred one (201) square feet and shall begin eighteen (18) feet from the face of the curb line along West Wacker Drive. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 5:00 P.M.

Compensation: \$771.00

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

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

SECTION 1. Permission and authority are hereby given and granted to Berto's, Incorporated, doing business as Berto'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 1011 West Irving Park Road. Said sidewalk cafe shall be fifty (50) feet in length and seven (7) feet in width for a total of three hundred fifty (350) square feet and shall begin six (6) feet nine (9) inches from the face of

the curb line along West Irving Park Road. 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 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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*Borgese, Limited (Doing Business As Carley's).*

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

SECTION 1. Permission and authority are hereby given and granted to Borgese, Limited, doing business as Carley'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 1615 North Wells Street. Said sidewalk cafe shall be twenty-four (24) feet in length and nine (9) feet in width for a total of two hundred sixteen (216) square feet and shall begin seven (7) 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 Friday, 11:00 A.M. to 11:00 P.M.  
Saturday and Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$303.00

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.

*Breakfast Club, Incorporated (Doing Business  
As Breakfast Club).*

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

SECTION 1. Permission and authority are hereby given and granted to Breakfast Club, Incorporated, doing business as Breakfast Club, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 1381 West Hubbard Street. Said sidewalk cafe shall be seventy-three (73) feet in length and six (6) feet in width for a total of four hundred thirty-eight (438) square feet and shall begin seven (7) feet six (6) inches from the face of the curb line along North Noble Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 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 Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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.

*Forgiveness, Incorporated (Doing Business As FX 1100).*

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

SECTION 1. Permission and authority are hereby given and granted to Foregiveness, Incorporated, doing business as FX 1100, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 1100 North State Street. Said sidewalk cafe shall be twenty-eight (28) feet in length and five (5) feet in width for a total of one hundred forty (140) square feet and shall begin seven (7) 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 10:00 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 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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*Gold Coast Dogs I, Incorporated (Doing Business As Gold Coast Dogs I).*

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Dogs I, Incorporated, doing business as Gold Coast Dogs I, 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 418 North State Street. Said sidewalk cafe shall be twenty-four (24) feet in length and seven point five (7.5) feet in width for a total of one hundred eighty (180) square feet and shall begin five (5) feet from the face of the curb line along West Hubbard 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 10:00 P.M.

Compensation: \$324.00

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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*Gold Coast Dogs III, Incorporated (Doing Business As Gold Coast Dogs III).*

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Dogs III, Incorporated, doing business as Gold Coast Dogs III, 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 804 North Rush Street. Said sidewalk cafe shall be fifteen (15) feet in length and eight (8) feet in width for a total of one hundred twenty (120) square feet and shall begin seven (7) 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 Sunday, 10:00 A.M. to 10:00 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 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. Kenneth C. Kolovitz And Mr. John O'Donnell (Doing  
Business As Ken's On Kinzie).*

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

SECTION 1. Permission and authority are hereby given and granted to Kenneth C. Kolovitz and John O'Donnell, doing business as Ken's on Kinzie, 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 210 West Kinzie Street. Said sidewalk cafe area Number 1 shall be seventeen (17) feet in length and four (4) feet in width for a total of sixty-eight (68) square feet adjacent to the building face of the above premises and area Number 2 shall be seventeen (17) feet in length and four (4) feet in width for a total of sixty-eight (68) square feet adjacent to the curb line and shall leave seven (7) feet six (6) inches of clear space between areas 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 Saturday, 10:00 A.M. to 11:00 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 from and after 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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*Oak Edwardo's, Incorporated (Doing Business As  
Edwardo's Natural Pizza Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Oak Edwardo's, Incorporated, doing business as Edwardo's Natural Pizza 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 521 South Dearborn Street. Said sidewalk cafe shall be fifty-three (53) feet in length and ten (10) feet in width for a total of five hundred thirty (530) square feet and shall have five (5) feet of clear space for pedestrian flow between the face of the building and the perimeter of the sidewalk cafe on South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 12:00 Midnight

Compensation: \$742.00

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 Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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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*Superior Associates, Incorporated (Doing Business As  
Superior Street Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Superior Associates, Incorporated, doing business as Superior Street 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 311 West Superior Street.

Said sidewalk cafe shall be forty-two (42) feet in length and six (6) feet in width for a total of two hundred fifty-two (252) square feet and shall provide five (5) feet of clearance from cafe perimeter and trees for pedestrian traffic. 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: \$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 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.

*Tony's Place, Incorporated (Doing Business As Tony's Place).*

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

SECTION 1. Permission and authority are hereby given and granted to Tony's Place, Incorporated, doing business as Tony's Place, 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 Chicago Avenue. Said sidewalk cafe shall be thirteen (13) feet in length and sixteen (16) feet in width for a total of two hundred eight (208) square feet and shall begin ten (10) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$374.00

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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*Windy City Gyros, Incorporated (Doing Business  
As Windy City Gyros).*

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

SECTION 1. Permission and authority are hereby given and granted to Windy City Gyros, Incorporated doing business as Windy City Gyros, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3930 -- 3932 North Broadway. Said sidewalk cafe shall be twenty (20) feet in length and ten (10) feet in width along West Dakin Street and shall be twenty (20) feet in length and eight (8) feet in width along North Broadway for a total of three hundred sixty (360) square feet and shall begin five (5) feet from the face of the curb line along West Dakin Street and North Broadway, respectively. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 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 the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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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*Zigmund's, Incorporated (Doing Business As Zigmund's  
At The Park).*

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

SECTION 1. Permission and authority are hereby given and granted to Zigmund's, Incorporated, doing business as Zigmund's at the Park, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 3700 North Clark Street. Said sidewalk cafe shall be fifty-eight (58) feet in length and twenty (20) feet in width for a total of one thousand one hundred sixty (1,160) square feet and shall begin five (5) feet from the face of the curb line along North Waveland Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 12:00 Midnight

Compensation: \$789.00

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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APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC  
WAYS (CANOPIES).

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 24, 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* fifty-eight proposed orders transmitted herewith (referred May 14, 1986, November 16, December 7 and 21, 1988, January 18, February 1, 16, and March 8, 1989) to issue permits for the construction, maintenance and use of canopies at various locations.

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

Respectfully submitted,

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

On motion of Alderman Levar, the said proposed orders 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*Affy Tapple, Incorporated: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Affy Tapple, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 7112 North Clark Street for a period of three (3) years from and after August 3, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*America's Bar Limited Partnership: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to America's Bar Limited Partnership ("Permittee") to construct, maintain and use three (3) canopies over the public right of way in West Erie Street attached to the building or structure located at 219 West Erie Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 15 feet and 2 at 21 feet respectively in length, nor 1 at 15 feet and 2 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Amoco Properties, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Amoco Properties, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in East Randolph Drive attached to the building or structure located at 200 East Randolph Drive for a period of three (3) years from and after October 13, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Archer Federal Savings And Loan Association: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Archer Federal Savings and Loan Association ("Permittee") to maintain and use a canopy over the public right of way in South Archer Avenue attached to the building or structure located at 3521 South Archer Avenue for a period of three (3) years from and after October 13, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.



The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Bank Of Ravenswood, Under Trust 25-8422: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Bank of Ravenswood, under Trust 25-8422 dated March 30, 1987 ("Permittee") to maintain and use six (6) canopies over the public right of way in West Diversey Parkway attached to the building or structure located at 418 -- 428 West Diversey Parkway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 6, 15, 16, 17 and 2 at 14 feet respectively in length, nor 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Belmont LPL Partnership: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Belmont LPL Partnership ("Permittee") to maintain and use four (4) existing canopies over the public right of way in West Belmont Avenue attached to the the building or structure located at 739 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 4 at 14 feet respectively in length, nor 4 at 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Chalet International Limited (Doing Business As  
Gold Standard Liquors): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Chalet International Limited, doing business as Gold Standard Liquors ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 3000 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division

Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 32 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars (\$57.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Chela's Gift Shop: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Chela's Gift Shop ("Permittee") to maintain and use a canopy over the public right of way in West 18th Street attached to the building or structure located at 1512 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Chicago Motor Club Insurance Company: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Motor Club Insurance Company ("Permittee") to maintain and use a canopy over the public right of way in East Wacker Drive attached to the building or structure located at 66 -- 68 East Wacker Drive for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Chicago Place Partnership By BCED-Illinois Resources  
Incorporated: Canopies.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Place Partnership By BCED-Illinois Resources, Incorporated ("Permittee") to construct, maintain and use seven canopies over the public right of way in North Michigan Avenue, East Huron Street, North Rush Street attached to the building or structure located at 700 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 6 at 14 feet and 1 at 16 feet respectively in length, nor 6 at 8 feet and 1 at 13 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Circle Fine Art Corporation: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Circle Fine Art Corporation ("Permittee") to maintain and use a canopy over the public right of way in East Walton Street attached to the building or structure located at 58 East Walton Street for a period of three (3) years from and after November 7, 1988 in

accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Clark Street Properties: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Clark Street Properties ("Permittee") to maintain and use five (5) canopies over the public right of way in North Clark Street attached to the building or structure located at 3330 -- 3336 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 8 feet, 1 at 9 feet and 3 at 7 feet respectively in length, nor 5 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Commercial National Bank Of Chicago As Trustee,  
Under Trust Number 811 And All Beneficiaries  
Thereunder: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Commercial National Bank of Chicago as Trustee under Trust Number 811 and All Beneficiaries Thereunder to construct, maintain and use ten (10) canopies over the public right of way in West Diversey Avenue attached to the building or structure located at 537 -- 565 West Diversey Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention. Said canopies shall not exceed 4 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of Five Hundred and no/100 Dollars (\$500.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The Permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

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*Commercial National Bank, Under Trust  
Number 700: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Commercial National Bank, under Trust Number 700 ("Permittee") to maintain and use two (2) canopies over the public right of way in West Morse Avenue attached to the

building or structure located at 1218 -- 1220 West Morse Avenue for a period of three (3) years from and after September 15, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 15 feet and 1 at 29 feet respectively in length, nor 2 at 4 feet respectively in width.

The Permittee shall pay to the City of Chicago, as compensation for the privilege the sum of One Hundred Four and no/100 Dollars (\$104.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Commodore Inn, Incorporated: Canopy.*

*Ordered.* That the Commissioner of General Services is hereby authorized to issue a permit to Commodore Inn, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in North Kenmore Avenue attached to the building or structure located at 5547 North Kenmore Avenue for a period of three (3) years from and after October 13, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.



The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Commonwealth Edison Company: Canopies.*

*Ordered.* That the Commissioner of General Services is hereby authorized to issue a permit to Commonwealth Edison Company ("Permittee") to maintain and use three (3) canopies over the public right of way in West Adams Street attached to the building or structure located at 72 West Adams Street for a period of three (3) years from and after July 5, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 12 feet, 1 at 188 feet and 1 at 183 feet respectively in length, nor 3 at 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Eight and no/100 Dollars (\$408.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Corridor Cafe, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Corridor Cafe, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in North Clybourn Avenue attached to the building or structure located at 2142 North Clybourn Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Crain Communications, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Crain Communications, Incorporated ("Permittee") to maintain and use a canopy

over the public right of way in North Rush Street attached to the building or structure located at 740 North Rush Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Deluxe Candy Limited Partnership: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Deluxe Candy Limited Partnership ("Permittee") to maintain and use five (5) canopies over the public right of way in North Wells Street attached to the building or structure located at 445 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 24 and 4 at 11 feet respectively in length, nor 5 at 2 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are

removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*The D.T.D., Incorporated (Doing Business As Lasko's  
Lounge): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to The D.T.D., Incorporated, doing business as Lasko's Lounge ("Permittee") to maintain and use a canopy over the public right of way in North Milwaukee Avenue attached to the building or structure located at 5525-1/2 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the

Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*El Chisme, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to El Chisme, Incorporated ("Permittee") to construct, maintain and use a canopy over the public right of way in West 26th Street attached to the building or structure located at 3324 West 26th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 140 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-five and no/100 Dollars (\$165.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Mr. Gerald Freeman (Doing Business As  
Gulliver's Restaurant): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Gerald Freeman, doing business as Gulliver's Restaurant ("Permittee") to maintain and use a canopy over the public right of way in West Howard Street attached to the building or structure located at 2727 West Howard Street for a period of three (3) years from and after September 15, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 75 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Fulton Street Joint Venture: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Fulton Street Joint Venture ("Permittee") to maintain and use a canopy over the public right of way in West Fulton Street attached to the building or structure located at 920 -- 924 West Fulton Street for a period of three (3) years from and after October 13, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of

Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*F. W. Woolworth Company: Canopy.*

*Ordered.* That the Commissioner of General Services is hereby authorized to issue a permit to F. W. Woolworth Company ("Permittee") to maintain and use a canopy over the public right of way in South Commercial Avenue attached to the building or structure located at 9046 -- 9058 South Commercial Avenue for a period of three (3) years from and after June 11, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 36 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars (\$61.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. James Gates: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to James Gates ("Permittee") to maintain and use a canopy over the public right of way in North Halsted Street attached to the building or structure located at 3445 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.



*Mr. Jack Gore: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Jack Gore ("Permittee") to maintain and use a canopy over the public right of way in North Broadway attached to the building or structure located at 3838 North Broadway for a period of three (3) years from and after August 3, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. Arlee Howard (Doing Business As Windsor Hotel): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Arlee Howard, doing business as Windsor Hotel ("Permittee") to maintain and use a canopy over the public right of way in West Chicago Avenue attached to the building or structure located at 4820 West Chicago Avenue for a period of three (3) years from and after June 21, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 7 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Hyatt Corporation (Doing Business As Park Hyatt): Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Hyatt Corporation, doing business as Park Hyatt ("Permittee") to maintain and use two (2) canopies over the public right of way in North Michigan Avenue side and East Chicago Avenue entrance attached to the building or structure located at 800 North Michigan Avenue for a period of three (3) years from and after October 13, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 21 and 25 feet respectively in length, nor 9 and 12 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Jerome's Restaurant: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Jerome's Restaurant ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 2450 North Clark Street for a period of three (3) years from and after \_\_\_\_\_ in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*La Moda Sport: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to La Moda Sport ("Permittee") to maintain and use two (2) canopies over the public right of way in North Sheridan Road attached to the building or structure located at 3941 North Sheridan Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 6 feet and 1 at 11 feet respectively in length, nor 2 at 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*LaSalle National Bank, Under Trust 33198: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to LaSalle National Bank under Trust 33198 ("Permittee") to maintain and use a canopy over the public right of way in West Fullerton Parkway attached to the building or structure located at 420 West Fullerton Parkway for a period of three (3) years from and after September 15, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Ms. Stephanie H. Lee (Doing Business As Stephanie's  
Cleaners and Tailors): Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Stephanie H. Lee doing business as Stephanie's Cleaners and Tailors ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 2214 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Blair McDougall: Canopies.*

*Ordered.* That the Commissioner of General Services is hereby authorized to issue a permit to Blair McDougall ("Permittee") to maintain and use three (3) canopies over the public right of way in North Broadway attached to the building or structure located at 5938 -- 5940 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 4, 17 and 18 feet respectively in length, nor 3 at 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*O. M. Nordling Jewelers, Incorporated: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to O. M. Nordling Jewelers, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 5249 North Clark Street for a period of three (3) years from and after August 4, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Peoples Church Of Chicago: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Peoples Church of Chicago ("Permittee") to maintain and use a canopy over the public right of way in West Lawrence Avenue attached to the building or structure located at 941 West Lawrence Avenue for a period of three (3) years from and after October 27, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Phoenix Design Limited: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Phoenix Design Limited ("Permittee") to construct, maintain and use four (4) canopies over the public right of way in West Huron Street attached to the building or structure located at 368 West Huron Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 12 feet, 1 at 14 feet and 1 at 4 feet respectively in length, nor 2 at 2 feet, 1 at 5 feet and 1 at 2 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.



The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Pier 1 Imports-Midwest, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Pier 1 Imports-Midwest, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in West Diversey Avenue attached to the building or structure located at 651 West Diversey Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 70 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-five and no/100 Dollars (\$95.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Plantation Steak House, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Plantation Steak House, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in North Broadway attached to the building or structure located at 5069 North Broadway for a period of three (3) years from and after June 21, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Plitt Entertainment Group As General Partner Of  
Plitt North Partners: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Plitt Entertainment Group as General Partner of Plitt North Partners ("Permittee") to maintain and use a canopy over the public right of way in West Randolph Street attached to the building or structure located at 45 West Randolph Street for a period of three (3) years from and after September 26, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 117 feet in length, nor 6 to 14 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Forty-two and no/100 Dollars (\$142.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. Dennis Prozio: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Dennis Prozio ("Permittee") to maintain and use a canopy over the public right of way in West Belmont Avenue attached to the building or structure located at 6506 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Raphael Hotel Company Of Illinois, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Raphael Hotel Company of Illinois, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in East Delaware Street attached to the building or structure located at 201 East Delaware Street for a period of three (3) years from and after December 20, 1987 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Mr. Victor Recchia (Doing Business As Calo's  
Restaurant): Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Victor Recchia, doing business as Calo's Restaurant ("Permittee") to maintain and use three (3) canopies over the public right of way in North Clark Street attached to the building or structure located at 5354 North Clark Street for a period of three (3) years from and after October 10, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 5 feet, 1 at 8 feet and 1 at 15 feet respectively in length, nor 2 at 3 feet and 1 at \_\_\_\_\_ feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*The Round Table: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to The Round Table ("Permittee") to maintain and use four (4) canopies over the public right of way in North Clark Street attached to the building or structure located at 5721 North Clark Street for a period of three (3) years from and after May 30, 1987 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said

canopies shall not exceed 3 at 6 and 1 at 50 feet respectively in length, nor 4 at 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Twenty-five Dollars (\$225.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Rreef Mid America Fund III: Canopies.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to Rreef Mid America Fund III ("Permittee") to maintain and use five (5) canopies over the public right of way in North Michigan Avenue and East Erie Street attached to the building or structure located at 645 North Michigan Avenue and 153 East Erie Street for a period of three (3) years from and after October 9, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 21 feet and 4 at 28 feet respectively in length, nor 3 at 5 feet, 1 at 8 feet and 1 at 16 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Sixty-two and no/100 Dollars (\$262.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Sachiko Hotoda (Doing Business As Sango Restaurant  
And Cocktail Lounge, Incorporated): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Sachiko Hotoda, doing business as Sango Restaurant and Cocktail Lounge, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 3485 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Sherwell Realty Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Sherwell Realty Corporation ("Permittee") to maintain and use a canopy over the public right of way in North Sheridan Road attached to the building or structure located at 3000 North Sheridan Road for a period of three (3) years from and after October 28, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Six Corners Cinema Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Six Corners Cinema Corporation ("Permittee") to maintain and use a canopy over the public right of way in North Milwaukee Avenue attached to the building or structure



located at 4050 North Milwaukee Avenue for a period of three (3) years from and after October 11, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 47 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-two and no/100 Dollars (\$72.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Stuart Handler Real Estate Company: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Stuart Handler Real Estate Company ("Permittee") to construct, maintain and use eight (8) canopies over the public right of way in West Lawrence Avenue attached to the building or structure located at 5502 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 16 feet, 2 at 20 feet, 1 at 12 feet, 1 at 14 feet, 1 at 15 feet, and 1 at 24 feet respectively in length nor 8 at 2 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Swaten, Incorporated (Doing Business As  
Potpourri Pub): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Swaten, Incorporated, doing business as Potpourri Pub ("Permittee") to maintain and use a canopy over the public right of way in West Devon Avenue attached to the building or structure located at 1255 West Devon Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Traffic Jam: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Traffic Jam ("Permittee") to maintain and use a canopy over the public right of way in West Ontario Street attached to the building or structure located at 401 West Ontario Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Vista International (Illinois) (Doing Business As  
The Drake Hotel): Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Vista International (Illinois) doing business as The Drake Hotel ("Permittee") to maintain and use two (2) canopies over the public right of way in East Walton Place and East Oak Street attached to the building or structure located at 1 East Walton Place and 139 East Oak Street for a period of three (3) years from and after September 12, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 98 and 39 feet respectively in length, nor 21 and 13 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Eighty-seven and no/100 Dollars (\$187.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Wacker-Adams Associates: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Wacker-Adams Associates ("Permittee") to maintain and use two (2) canopies over the public right of way in South Wacker Drive attached to the building or structure located at 125 South Wacker Drive for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the

Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 18 feet respectively in length, nor 5 and 6 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Webster Corner: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Webster Corner ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 2200 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Zephyr Ice Cream Shop, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Zephyr Ice Cream Shop, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in West Wilson Avenue attached to the building or structure located at 1767 West Wilson Avenue for a period of three (3) years from and after September 15, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 40 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-five and no/100 Dollars (\$65.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*303 Joint Venture: Canopy.*

*Ordered.* That the Commissioner of General Services is hereby authorized to issue a permit to 303 Joint Venture ("Permittee") to maintain and use a canopy over the public right of way in West Erie Street attached to the building or structure located at 303 West Erie Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 28 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*535 North Michigan Venture: Canopies.*

*Ordered.* That the Commissioner of General Services is hereby authorized to issue a permit to 535 North Michigan Venture ("Permittee") to construct, maintain and use two (2) canopies over the public right of way in North Michigan Avenue and East Grand Avenue attached to the building or structure located at 535 North Michigan Avenue and 158 East Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services

and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 140 feet and 423 feet respectively in length, nor 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Five Hundred Eighty-eight and no/100 Dollars (\$588.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*700 Michigan Tower Partnership By BCED-Illinois  
Resources, Incorporated: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to 700 Michigan Tower Partnership By BCED-Illinois Resources, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in North Michigan Avenue -- East Huron Street side attached to the building or structure located at 700 North Michigan Avenue -- East Huron Street side for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 19 feet in length, nor 18 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.



The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

---

*3750 Lake Shore Drive, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to 3750 Lake Shore Drive, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in West Grace Street attached to the building or structure located at 611 West Grace Street for a period of three (3) years from and after October 14, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 feet in length, nor 15 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

AMENDMENT OF ORDER WHICH APPROVED CANOPY  
PRIVILEGES FOR R & C PARTNERS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 April 26, 1989) that the order passed by the City Council on February 1, 1989, Council Proceedings page 24652, granting permission to R & C Partners, upon the terms and subject to the conditions of this order be and the same is hereby amended by striking out certain language.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the order passed by the City Council on February 1, 1989, Council Proceedings page 24652, granting permission to R & C Partners, 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:

"One (1) canopy";

"8 feet in length";

"8 feet in width";

"Fifty and no/100 Dollars (\$50.00) per annum";

and inserting in lieu thereof:

"Fifteen (15) canopies";

"1 at 7 feet, 1 at 8 feet, 3 at 12 feet, 7 at 17 feet, 1 at 19 feet, 1 at 21 feet and 1 at 61 feet respectively in length";

"1 at 7 feet, 1 at 5 feet, 3 at 12 feet and 10 at 2 feet respectively in width";

"Seven Hundred Eighty-six and no/100 Dollars (\$786.00) per annum".

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

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VACATION OF PORTION OF NORTH AVONDALE AVENUE  
LYING EAST OF NORTH KIMBALL AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 based upon an order passed by the City Council May 11, 1988 and an opinion dated May 16, 1989 for LaSalle National Bank, as trustee, under trust agreement dated June 1, 1971 and known as Trust Number 40716,

vacating the northwesterly 382.0 feet (as measured on the southwesterly line of North Avondale Avenue) of the southwesterly 28.35 feet of that part of North Avondale Avenue lying easterly of the east line of North Kimball 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of North Avondale Avenue in the southeast quarter of the southeast quarter of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, lying southerly of the right of way of the Chicago and Northwestern Railway Company and east of the east line of North Kimball Avenue, in Cook County, Illinois, described as follows:

Beginning at the intersection of the east line of North Kimball Avenue with the southwest line of North Avondale Avenue; thence southeast along the southwest line of said North Avondale Avenue, 382.0 feet; thence northeast at 90 degrees for a distance of 28.35 feet; thence northwest at 90 degrees for a distance of 404.47 feet to a

point on the easterly line of North Kimball Avenue extended north; thence south on said east line 36.17 feet to the point of beginning;

said part of public street herein vacated being further described as the northwesterly 382.0 feet (as measured on the southwesterly line of North Avondale Avenue) of the southwesterly 28.35 feet of that part of North Avondale Avenue lying easterly of the east line of North Kimball 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 all of that part of North Avondale Avenue as herein vacated, as a right of way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in that part of North Avondale Avenue as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right of way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

**SECTION 3.** The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, as trustee, under trust agreement dated June 1, 1971 and known as Trust Number 40716 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Forty Thousand Two Hundred and no/100 (\$40,200.00) Dollars (minus -) Three Thousand Four Hundred Forty and no/100 (\$3,440.00) Dollars (applicant paid appraisal fee) (equals =) Thirty-six Thousand Seven Hundred Sixty and no/100 (\$36,760.00) Dollars, which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of North Avondale Avenue hereby vacated, similar to the sidewalk and curb in North Kimball Avenue.

**SECTION 4.** The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as trustee under trust agreement dated June 1, 1971 and known as Trust Number 40716 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.

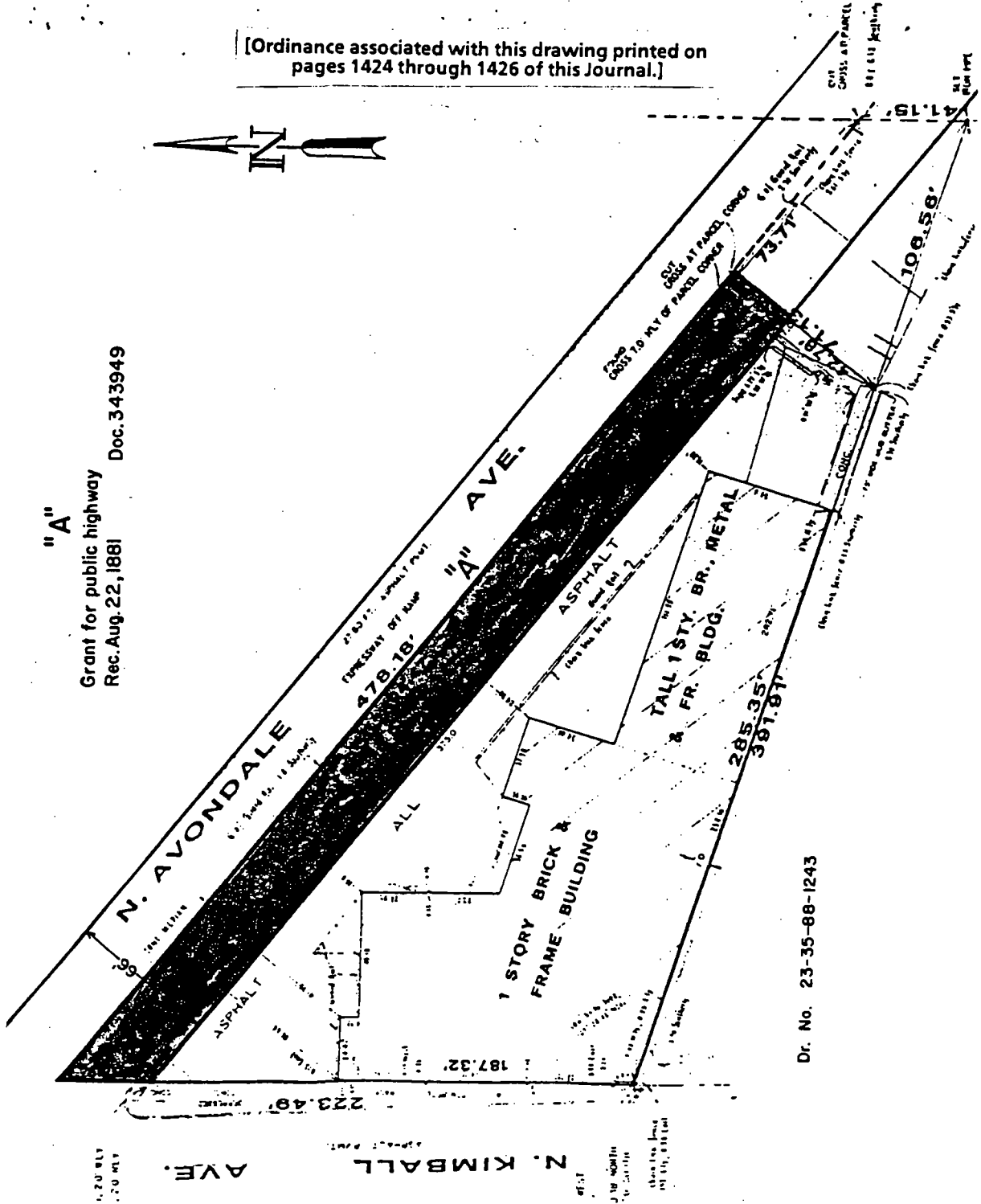
**SECTION 5.** This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on  
page 1427 of this Journal.]

[Ordinance associated with this drawing printed on pages 1424 through 1426 of this Journal.]



"A"  
Grant for public highway  
Rec. Aug. 22, 1881 Doc. 343949



Dr. No. 23-35-88-1243

VACATION OF PORTION OF NORTH KILPATRICK AVENUE  
BETWEEN WEST RACE STREET ALLEY AND  
CHICAGO AND NORTHWESTERN  
TRANSPORTATION COMPANY  
RIGHT OF WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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, based upon an opinion dated May 16, 1989 for Jacob Suchard/Brach, Incorporated, vacating all that part of North Kilpatrick Avenue lying between the south line of the first alley south of West Race Street and the north right-of-way line of the Chicago and Northwestern Transportation Company.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public

interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the North Kilpatrick Avenue lying East of the east line of Lot 50 in Block 3, lying East of the east line of Lots 1 and 50 in Block 6, lying East of the east line of Lots 1 and 50 in Block 7, lying East of a line drawn from the southeast corner of Lot 50 in Block 3 to the northeast corner of Lot 1 in Block 6, lying East of a line drawn from the southeast corner of Lot 1 in Block 6 to the northeast corner of Lot 50 in Block 6, lying East of a line drawn from the northeast corner of Lot 1 in Block 7 to the southeast corner of Lot 50 in Block 6, lying East of a line drawn from the southeast corner of Lot 1 in Block 7 to the northeast corner of Lot 50 in Block 7 and lying East of the southwardly extension of the east line of Lot 50 in Block 7; west of the west line of Lot 26 in Block 4, lying west of the west line of Lots 25 and 26 in Block 5, lying west of the west line of Lots 25 and 26 in Block 8, lying west of a line drawn from the southwest corner of Lot 26 in Block 4 to the northwest corner of Lot 25 in Block 5, lying west of a line drawn from the southwest corner of Lot 25 in Block 5 to the northwest corner of Lot 26 in Block 5, lying west of a line drawn from the southwest corner of Lot 26 in Block 5 to the northwest corner of Lot 25 in Block 8, lying west of a line drawn from the southwest corner of Lot 25 in Block 8 to the northwest corner of Lot 26 in Block 8 and lying west of the southwardly extension of the west line of Lot 26 in Block 8; lying south of a line drawn from the northeast corner of Lot 50 in Block 3 to the northwest corner of Lot 26 in Block 4; and lying north of the south line of West Kinzie Street (being the north right of way line of the Chicago and Northwestern Transportation Company); said part of public street herein vacated being further described as all that part of North Kilpatrick Avenue lying between the south line of the first alley south of West Race Street and the north right of way line of the Chicago and Northwestern Transportation Company 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 all that part of North Kilpatrick Avenue as herein vacated, as a right of way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in that part of North Kilpatrick Avenue 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 right of way 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.

SECTION 3. The beneficiary, Jacob Suchard/Brach, Incorporated, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of North Kilpatrick Avenue as herein vacated.



SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Jacob Suchard/Brach, 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 public street hereby vacated, the sum of Seventy-three Thousand Three Hundred and no/100 Dollars (\$73,300.00) (minus -) Three Thousand Six Hundred Fifty and no/100 Dollars (\$3,650.00) (equals =) Sixty-nine Thousand Six Hundred Fifty and no/100 Dollars (\$69,650.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the cost of constructing barricade at the north terminus of that part of North Kilpatrick Avenue to be vacated and a barricade at the south entrance to the subway under the right of way of the Chicago and Northwestern Transportation Company. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Jacob Suchard/Brach, 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 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 1431 of  
this Journal.]

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VACATION OF PORTION OF WEST WALTON STREET BETWEEN  
NORTH KILPATRICK AVENUE AND CHICAGO AND  
NORTHWESTERN TRANSPORTATION  
COMPANY RIGHT OF WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 1989.

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

(Continued on page 1432)

[Ordinance associated with this drawing printed on pages 1428 through 1430 of this Journal.]

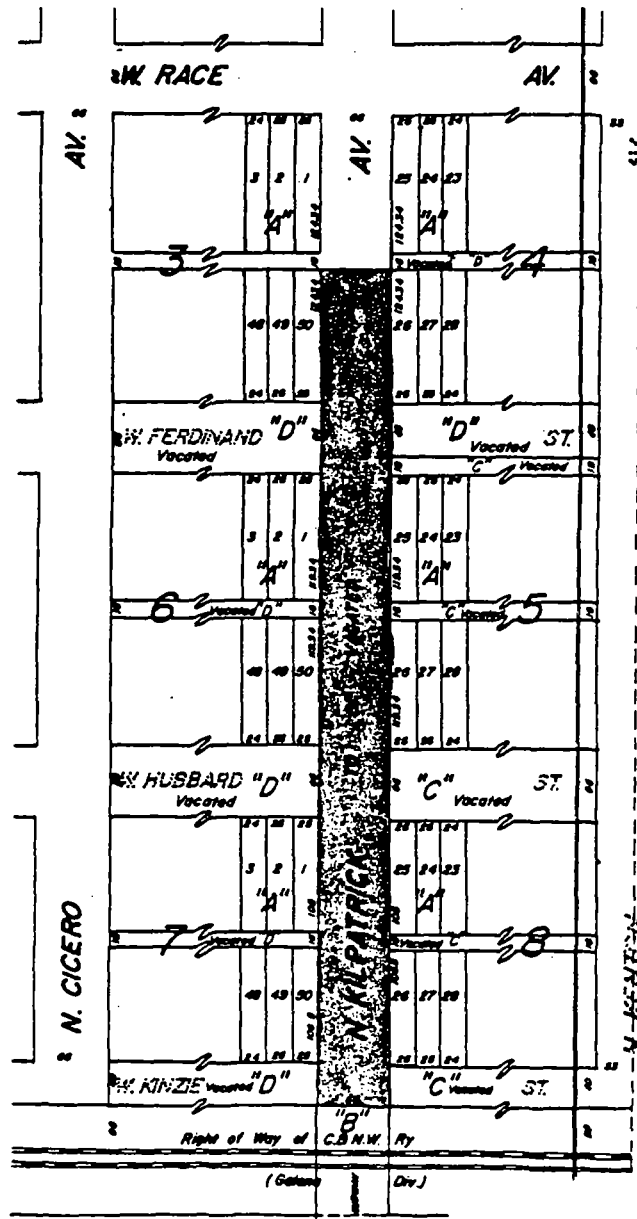
Sub. of S.M. 1/4 of N.W. 1/4 Sec. 10-39-13

Ordinance for Opening N. 47 St. At or over C. & N.W. R.R. Pass. July 15, 1888 Order of Possession Circuit Ct. Sec. 75211 May 23, 1893.

Ordinance Vacating N. Kinzie St. At or over the S. 1/2 Ft. of Ferdinand St. lying between N. Cicero Av. & The Bell Railway of Chicago. Also at or over S.B.B. of Sub. of S.M. 1/4 of N.E. of Sec. 10-39-13. Passed Jan. 21, 1893. Res. No. 13, 1890. Doc. 6765978

Vacated by Ordinance Passed Oct. 22, 1888 Res. No. 50, 1888 DR. No. 10-28-88-1230

Doc. 26072859



(Continued from page 1430)

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith based upon an order passed by the City Council April 27, 1988 and an opinion dated February 17, 1989 for Augusta Building Corporation, vacating the north 232.73 feet of that part of West Walton Street lying between the east line of North Kilpatrick Avenue and the westerly right of way line of the Chicago and Northwestern Transportation Company.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of West Walton Street lying south of the south line of Lots 35 to 42, both inclusive; lying north of a line 20 feet south of and parallel with the south line of Lots 35 to 42, both inclusive; lying east of a line drawn perpendicular through a point on the south line of said Lot 35 which is 182.73 feet west of the southeast corner of said Lot 42 (as measured along the south line of said Lots 35 to 42) in Block 9 in West Chicago Land Company's Subdivision of the west half of the southeast quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, lying west of the west

line of West Walton Street vacated by ordinance passed by the City Council of the City of Chicago June 18, 1924 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 16, 1924 as Document No. 8554541 being described as a straight line drawn from the southwest corner of Lot 43 in said Block Nine (9) to the northwest corner of Lot 3 in Block 12 in West Chicago Land Company's Subdivision aforementioned; said part of public street herein vacated being further described as the north 20 feet of the west 182.73 feet, more or less, of the east 232.73 feet of that part of West Walton Street lying between the east line of North Kilpatrick Avenue and the westerly right of way line of the Chicago and Northwestern Transportation Company 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 are 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, Augusta Building Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Five Thousand Three Hundred Sixty-eight and 35/100 Dollars (\$5,368.35) less Five Hundred and no/100 Dollars (\$500.00) (applicant paid appraisal fee) (equals =) Four Thousand Eight Hundred Sixty-eight and 35/100 Dollars (\$4,868.35) net due, which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Augusta Building Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 1434  
of this Journal.]

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VACATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY EAST  
ONTARIO STREET, EAST OHIO STREET, NORTH RUSH  
STREET AND NORTH MICHIGAN AVENUE.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 1435)

[Ordinance associated with this drawing printed on pages 1430 through 1433 of this Journal.]

"A"

(West Chicago Land Co's) Sub. of the W/2 of the S.W/4 of Sec. 3-39-13  
Rec. Aug. 5, 1873 Doc. 113089

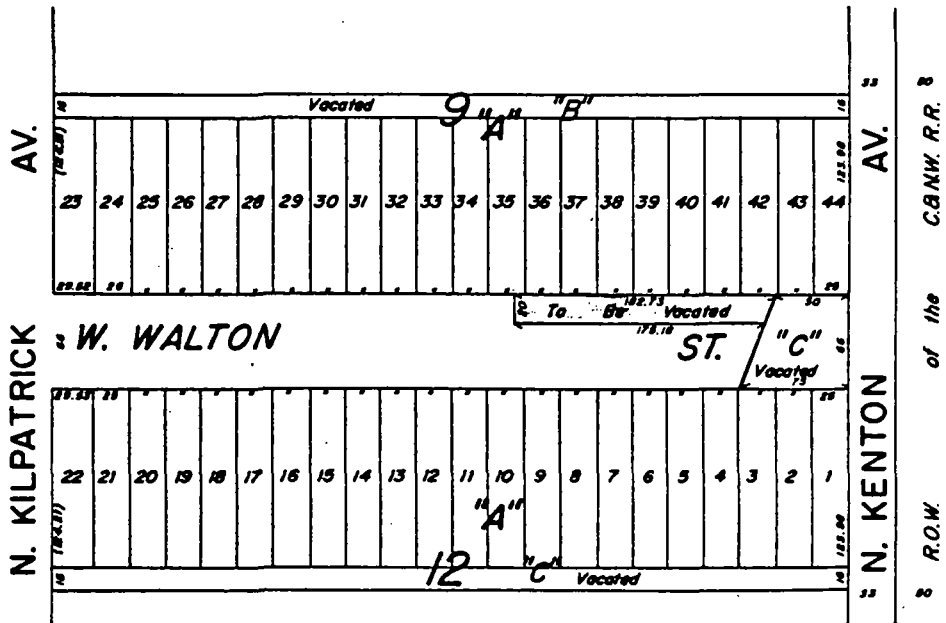
"B"

Vacated by Ordinance Passed Jan. 21, 1920  
Rec. Feb. 10, 1920 Doc. 6733460

"C"

Vacated by Ordinance Passed June 18, 1924  
Rec. Aug. 16, 1924 Doc. 8554541

DR. No. 3-37-88-1238



(Continued from page 1433)

CHICAGO, May 23, 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 based upon an order passed by the City Council June 8, 1988 (Council Journal page 14333) and an opinion dated May 3, 1989 for American National Bank of Chicago, Trustee, Trust No. 104511-2, vacating all of the remaining east-west public alley together with all of the north-south 10-foot public alley in the block bounded by East Ontario Street, East Ohio Street, North Rush Street and North Michigan 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 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 the east-west 18-foot public alley lying south of the south line of the north 100 feet of Lot 6 in Block 29 in subdivision of the northwest quarter of Block 29 in Kinzie's Addition to Chicago being a subdivision of the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; lying south of the south line of Lots 2 and 3 in subdivision of the east half of Block 29 in Kinzie's Addition to Chicago being a subdivision of the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; lying north of the north line of Lots 4, 5 and 6 in subdivision of the east half of Block 29 aforesaid; lying north of the north line of Lots 1 and 2 and the westwardly extension of the north line of said Lot 2 in S. H. Kerfoot's Subdivision of the southwest quarter and of Lot 5 of Newberry and Others' Subdivision of the northwest quarter of Block 29 in Kinzie's Addition to Chicago being a subdivision of the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lot 7 in S. H. Kerfoot's Subdivision aforementioned; and lying west of a line drawn from the intersection of the south line of Lot 2 and the west line of the east 23 feet of the west 48 feet of Lot 2 to the intersection of the north line of Lot 6 and the east line of the west half of Lot 6 in subdivision of the east half of Block 29 aforesaid, being the west line of North Michigan Avenue as widened by Order of Possession March 25, 1924 as County Court Docket No. 33202;

Also

all of the north-south 10-foot public alley lying west and northwest of the west and northwest lines of Lot 2; lying east of the east line of Lots 3, 4, 5, 6 and 7; lying south of the westwardly extension of the north line of Lot 2; and lying North of a line drawn from the southwest corner of Lot 2 to the southeast corner of Lot 3 all in S. H. Kerfoot's Subdivision aforementioned; said public alleys herein vacated being further described as all the remaining east-west public alley together with all of the north-south 10-foot public alley in the block bounded by East Ontario Street, East Ohio Street, North Rush Street and North Michigan Avenue as widened, 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 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 telephonic and associated services under, over and along the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank of Chicago, as Trustee, Trust No. 104511-02 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 alleys hereby vacated the sum of One Million Forty-four Thousand and no/100 Dollars (\$1,044,000.00) less Ten Thousand and no/100 Dollars (\$10,000.00)

(applicant paid appraisal fee) (equals =) One Million Thirty-four Thousand and no/100 Dollars (\$1,034,000.00), 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 alleys hereby vacated, similar to the sidewalk and curb in East Ohio Street and North Michigan 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank of Chicago, as Trustee, Trust No. 104511-02 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 1438 of this Journal.]

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VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS  
IN BLOCK BOUNDED BY WEST 99TH STREET, WEST  
100TH STREET, SOUTH WESTERN AVENUE AND  
SOUTH CLAREMONT AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 based upon an order passed by the City Council November 30, 1988 (Council Journal page 20482) and an opinion dated May 16, 1989 for Southwest Financial Bank, vacating the north 320.60 feet of the north-south 16-foot public alley in the block bounded by West 99th Street, West 100th Street, South Western Avenue and South Claremont Avenue and providing for the dedication of an east-west 20-foot public alley running west to South Western Avenue from the south terminus of the north-south alley.

(Continued on page 1439)



[Ordinance associated with this drawing printed on page 1433 through 1437 of this Journal.]

'A'

Sub of the N.W. 1/4 Blk. 29 In Kinzie's Add. to Chicago being a Sub of the N. Frac of Sec. 10-39-14

'B'

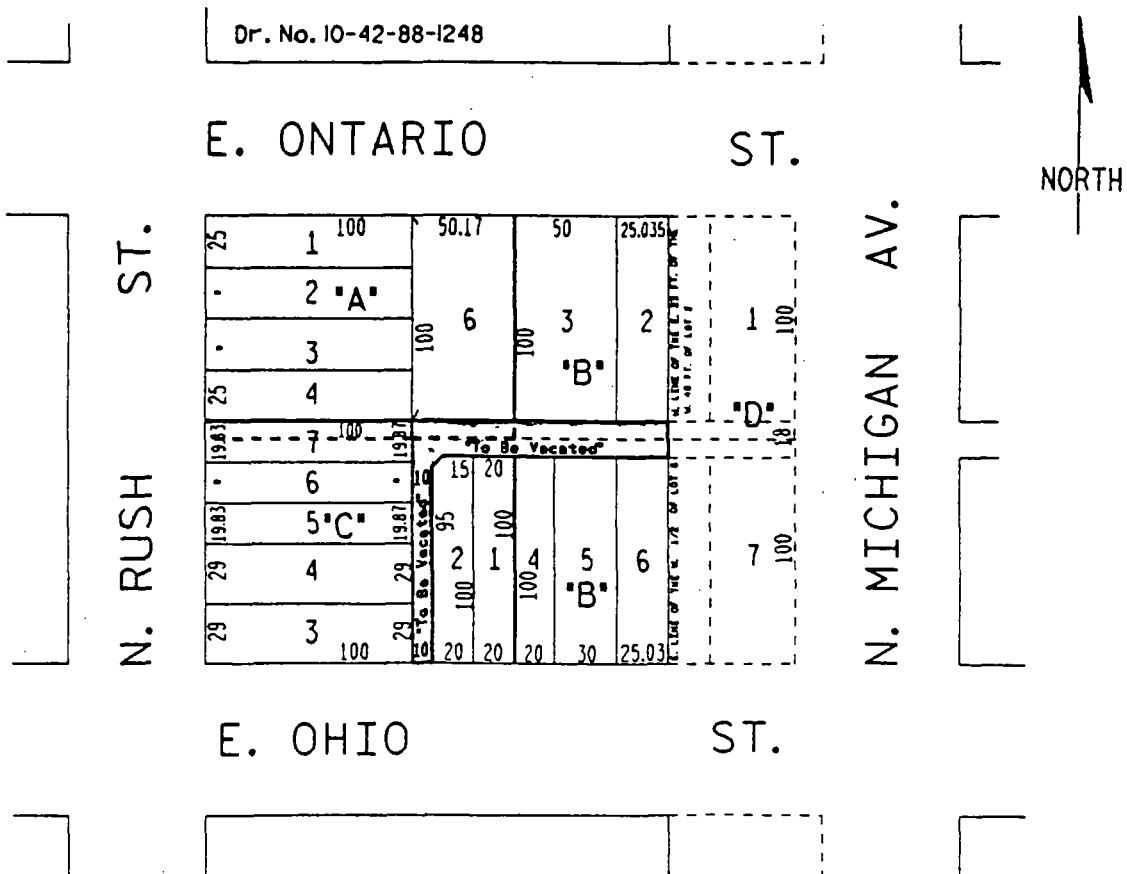
Sub of the E. 1/2 of Blk. 29 In Kinzie's Add. to Chicago being a Sub of the N. Frac of Sec. 10-39-14

'C'

S.H. Kerfoots Sub. of the S.W. 1/4 and Lot 5 of Newberry and others' Sub of the N.W. 1/4 of Blk. 29 In Kinzie's Add. to Chicago being a Sub of the N. Frac. of Sec. 10-39-14

'D'

Ordinance for widening of Michigan Av. from W. Randolph St. to W. Chicago Av. Passed July 14 1913 Order of Possession Mar. 25, 1924



(Continued from page 1437)

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 north-south 16-foot public alley lying West of the west line of Lots 1 and 13, both inclusive; lying East of the east line of Lots 36 to 48, both inclusive; lying South of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 48; and lying North of a line drawn from the southwest corner of Lot 13 to the southeast corner of Lot 36 all in Block 2 in Preble's Ridge View Subdivision in the west half of the northwest quarter of the southwest quarter of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the north 320.60 feet of the north-south 16-foot public alley in the block bounded by West 99th Street, West 100th Street, South Western Avenue and South Claremont Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing attached, which drawing for greater certainty, is 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 Southwest Financial Bank shall dedicate or cause to be dedicated to the public and open up for public use as a public alley the following described property: The north 20 feet of the south 23 feet of Lot 35 in Block 2 in Preble's Ridge View Subdivision in the west half of the northwest quarter of the southwest quarter of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Southwest Financial Bank will pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in West 99th Street and constructing paving and curbs in and to the alley to be dedicated. 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 120 days after the passage of this ordinance, the Southwest Financial Bank 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 1441 of  
this Journal.]

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PORTION OF EAST 123RD STREET TO BE GIVEN HONORARY  
NAME OF "JAMES A. RODGERS DRIVE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 1989.

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

(Continued on page 1442)

[Ordinance associated with this drawing printed on page 1437 through 1441 of this Journal.]

"A"

Preble's Ridge View Sub. of the W. 1/4 of the N.W. 1/4 of the S.W. 1/4 of Sec. 7-37-14.

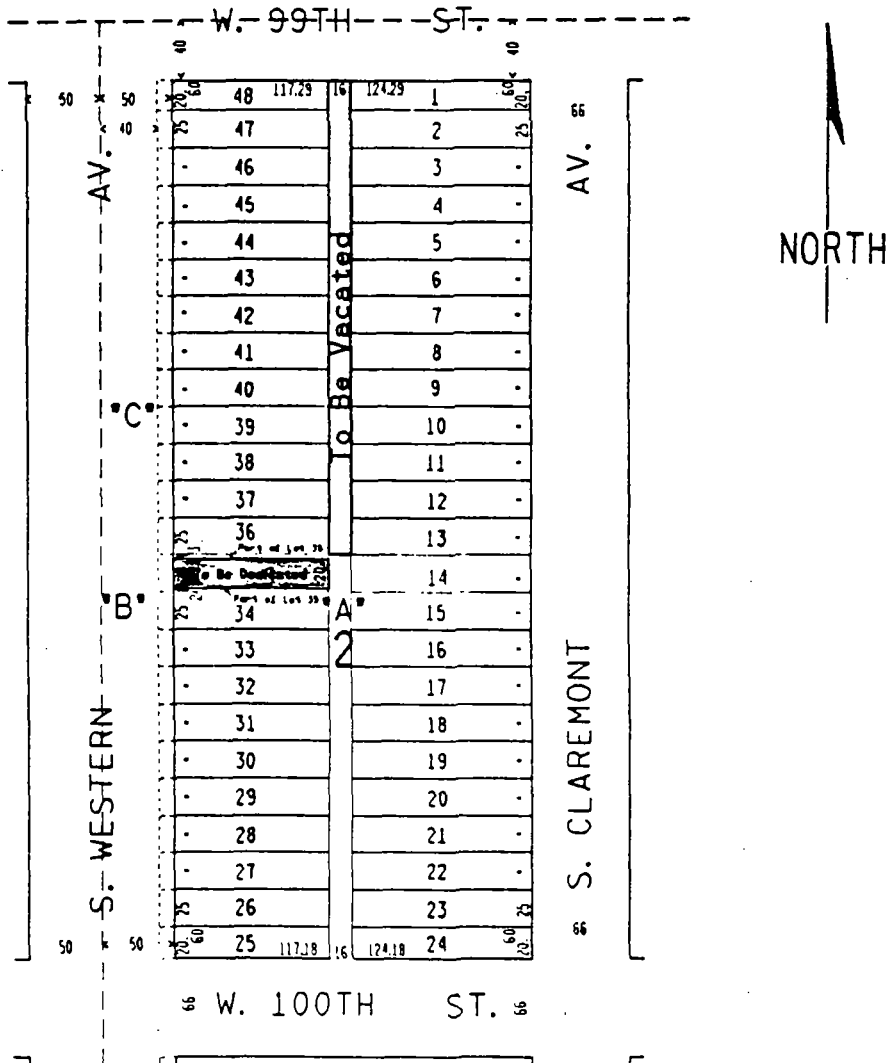
"B"

Western Av. widened to 100 ft. from 87th St. to 119th St. See final report of Highway Comm'rs of the Town of Worth and Calumet under date of May 10, 1873 on pages 59 to 63 in B.2 of Rec. of Calumet of 1870.

"C"

Ordinance for widening S. Western Av. between W. 91st St. and W. 107th St. Nov. 24, 1919. Order of Possession June 14, 1922.

Dr. No. 7-19-88-1301



(Continued from page 1440)

Your Committee on Streets and Alleys, having had an ordinance (referred on May 10, 1989) to rename a portion of East 123rd Street between South State Street, South Michigan and South Indiana Avenues, recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by all the committee members present 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the name of that portion of East 123rd Street between South State Street, South Michigan and South Indiana Avenues be given the honorary name of "James A. Rodgers Drive".

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
EMBASSY CLUB RESUBDIVISION UNIT TWO LOCATED ON  
WEST WRIGHTWOOD AVENUE BETWEEN  
NORTH GREENVIEW AVENUE AND  
NORTH SOUTHPORT AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Embassy Club Resubdivision Unit Two located on the north side of West Wrightwood Avenue between North Greenview Avenue and North Southport Avenue and having a frontage of 422.68 feet along the north line of West Wrightwood Avenue, 394.00 feet along the east side of North Greenview Avenue and 204.38 feet along the west side of North Southport 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Embassy Club Resubdivision Unit Two located on the north side of West Wrightwood Avenue between North Greenview Avenue and North Southport Avenue and having a frontage of 422.68 feet along the north line of West Wrightwood Avenue, 394.00 feet along the east side of North Greenview Avenue and 204.38 feet along the west side of North Southport Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 29-43-89-1339).

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.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF FLANNERY RESUBDIVISION ON PORTION OF  
SOUTH MULLIGAN AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 April 26, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Flannery Resubdivision having a frontage of 65.50 feet on the east side of South Mulligan Avenue with a depth of 125.15 feet and located 84.50 feet north of the north line of West 54th Street for Michael Flannery.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Flannery Resubdivision having a frontage of 65.50 feet on the east side of South Mulligan Avenue with a depth of 125.15 feet and located 84.50 feet north of the north line of West 54th Street for Michael Flannery, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 8-23-89-1359).

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

[Plat attached to this ordinance printed on page  
1446 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF JOSEPH THE WORKERS SUBDIVISION ON  
PORTION OF SOUTH NORDICA AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 1989.

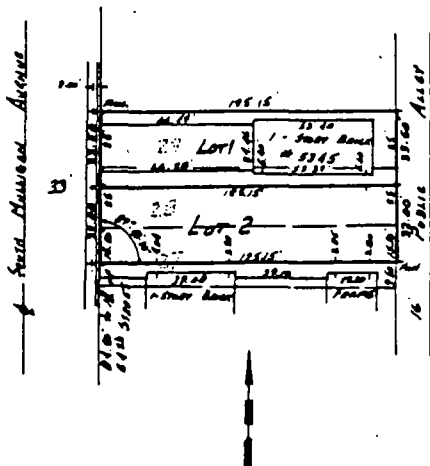
*To the President and Members of the City Council:*

(Continued on page 1447)



# PROPOSED FLANNERY'S RESUBDIVISION

Of the North 15 feet 6 inches of Lot 27 and all of Lots 28 and 29, in Block 17 in Bartlett Highlands being a Subdivision of the South-West 1/4 (except the East 1/2 of the East 1/2 thereof) of Section 8 Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



State of Illinois)  
County of Cook ) ss.

I, Michael Flannery, do hereby certify that I am the sole owner of the property described in the caption to the Plat hereon drawn, and as such owner, I have caused said property to be surveyed and Resubdivided as hereon shown, as my own free and voluntary act and deed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1989

Owner: \_\_\_\_\_

State of Illinois)  
County of Cook ) ss.

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Flannery, personally known by me to be the same person whose name is subscribed to the foregoing certificate, did appear before me this day in person and acknowledged that he is the sole owner, of the property described and that as such owner, he has caused said property to be surveyed and Resubdivided as his own free and voluntary act and deed for the purpose aforesaid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1989

By: \_\_\_\_\_ Notary Public

DR. No. 8-23-89-1359

State of Illinois)  
County of Cook ) ss.

I, Kenneth F. Schomig, a Illinois Registered Land Surveyor, do hereby certify that I have surveyed and Resubdivided the property hereon described and that the Plat hereon drawn is a true and correct representation of the same. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees F.

I, Kenneth F. Schomig, further certify that the parcels included in this record of deed are not located in the Special Flood Hazard Area identified for the City of Chicago, Illinois by the Federal Emergency Management Agency on the Flood Insurance Rate Map:

Panel No: \_\_\_\_\_ dated \_\_\_\_\_ 19 \_\_\_\_\_

April 5, 1989  
Kenneth F. Schomig  
5608 S. 74th Ave.  
Summit, Illinois  
60501  
Plat No: 8812

*Kenneth F. Schomig*  
Illinois Registered Land Surveyor 1530

Flood Hazard Area information to be completed by the City of Chicago, if required.

(Continued from page 1445)

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 Joseph the Workers Subdivision located on the east side of South Nordica Avenue, 117.0 feet north of the north line of West 54th Street and having a frontage of 60 feet along South Nordica Avenue and a depth of 132.25 feet.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Joseph the Workers Subdivision located on the east side of South Nordica Avenue, 117.0 feet north of the north line of West 54th Street and having a frontage of 60 feet along South Nordica Avenue and a depth of 132.25 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 7-23-89-1343).

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

[Plat attached to this ordinance printed on  
page 1448 of this Journal.]

Russell Schomig LS # 2446  
William Schomig

SCHOMIG LAND SURVEYORS, LTD.

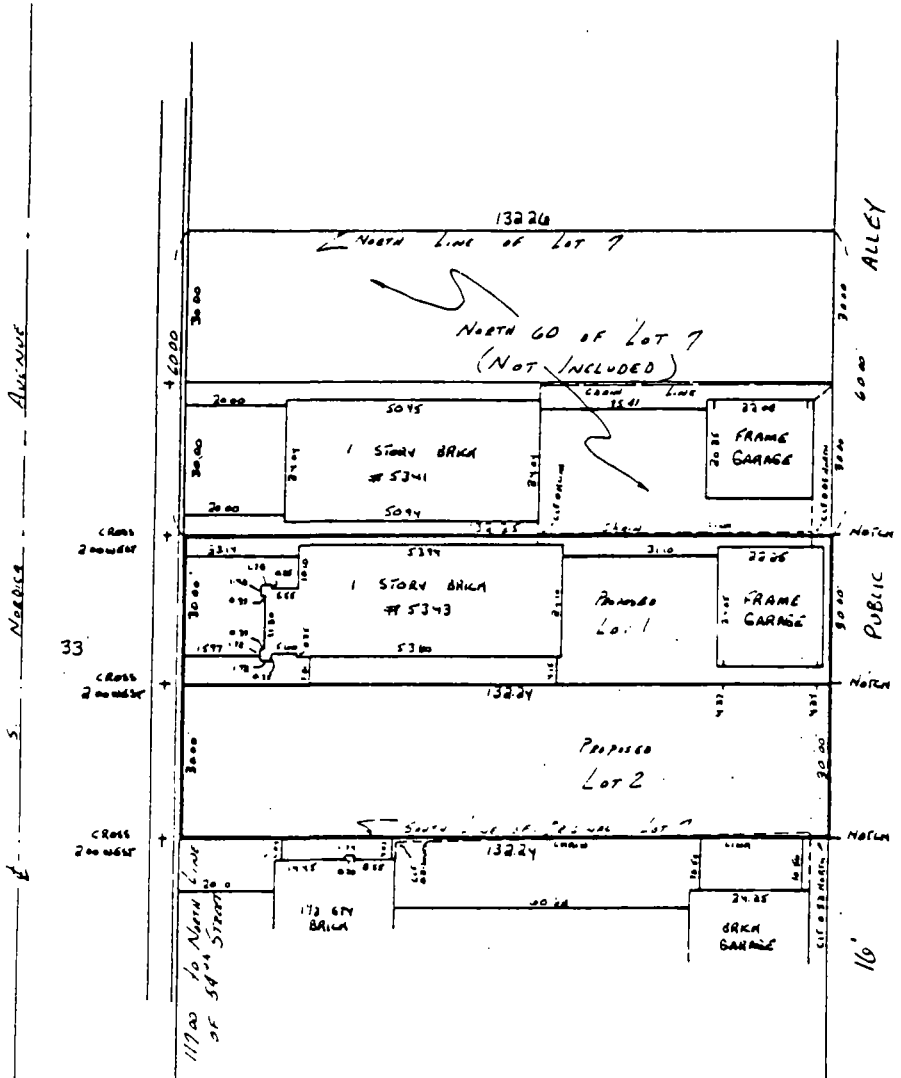
# Plat of Survey

5608 S. 74th Avenue  
Summit, Illinois 60501  
458-4129

PROPOSED: JOSEPH THE WORKERS SUBDIVISION

OF Lot 7, except the North 60 feet thereof, in Block 34 in Frederick H. Bartlett's 3rd Addition to Bartlett Highlands, being a Subdivision of the South-west 1/4 of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DR. No. 7-23-89-1343



Refer to Title Policy for items of record not shown. Consult local authorities for building lines established by local ordinances. Only prints with an embossed seal are official copies. Do not scale dimensions from this plat. Check Legal Description with deed and report any discrepancy immediately. This plat is not transferable.

STATE OF ILLINOIS |  
COUNTY OF COOK | ss.

We, SCHOMIG LAND SURVEYORS, LTD., as Illinois Registered Lands Surveyors, hereby certify that we have surveyed the property described in the caption to the plat hereon drawn and that the said plat is a true and correct representation of the same.

All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit. Dimensions shown on buildings are to the outside of buildings.

Surveyed ..... 3-7 ..... 19-87  
Building Located ..... 3-7 ..... 19-89  
Ordered by: Tom F. Sawyer  
Plat Number: 7420/1988 Scale 1" = 20 Feet

*Russell W. Schomig*  
REGISTERED ILLINOIS LAND SURVEYOR

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF MC LEAN RESUBDIVISION IN BLOCK BOUNDED BY  
WEST 13TH STREET, WEST 14TH STREET,  
SOUTH FEDERAL STREET AND SOUTH  
PLYMOUTH COURT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 April 26, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of McLean Resubdivision located in the block bounded by West 13th Street, West 14th Street, South Federal Street and South Plymouth Court.

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, Kellam, Sheehan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of McLean Resubdivision located in the block bounded by West 13th Street, West 14th Street, South Federal Street and South Plymouth Court, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 21-01-89-1358).

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

[Plat attached to this ordinance printed on page  
1451 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
NESTOR'S RESUBDIVISION ON PORTIONS OF SOUTH  
MEADE AVENUE AND WEST 55TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 April 26, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Nestor's Resubdivision having a frontage of 136.55 feet on South Meade Avenue and 47.00 feet on West 55th Street, for State Bank of Countryside, Trustee, Trust No. 89-547.

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

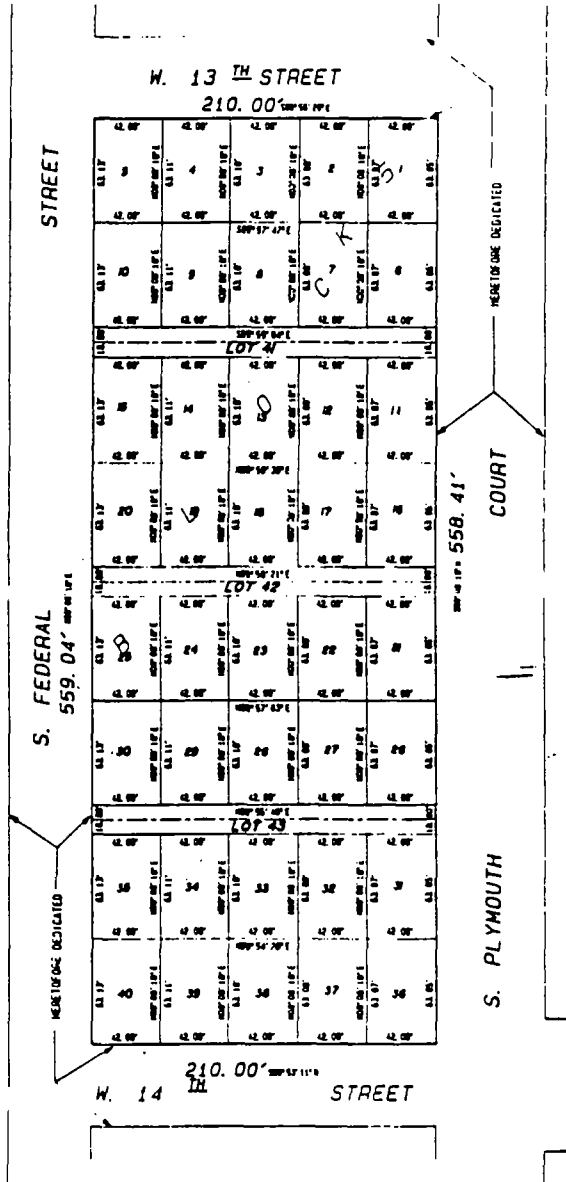
Respectfully submitted,

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

(Continued on page 1452)

# McLEAN RESUBDIVISION

of Block 5 in Dearborn Park Unit • 2 being a resubdivision of Sundry Lots and Vacated Streets and Alleys in part of the Northeast Quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



File No. 21-01-89-1358

**BOELEY & RICHMOND, INC.**

LAND SURVEYORS  
400 N. W. 37<sup>TH</sup> CHICAGO, ILL. 60640  
TELEPHONE: 862-9100

BOOK NO. 83264 DATE APRIL 6 1989

PAGE 1 OF 2

(Continued from page 1450)

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Nestor's Resubdivision having a frontage of 136.55 feet on South Meade Avenue and 47.00 feet on West 55th Street, as shown on the attached plat, when the necessary certificates are shown on said plat for State Bank of Countryside, as Trustee, Trust No. 89-547 (No. 8-23-89-1355).

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

[Plat attached to this ordinance printed on  
page 1453 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF MARC STRAUSS RESUBDIVISION ON PORTION OF  
WEST WELLINGTON AVENUE.

The Committee on Streets and Alleys submitted the following report:

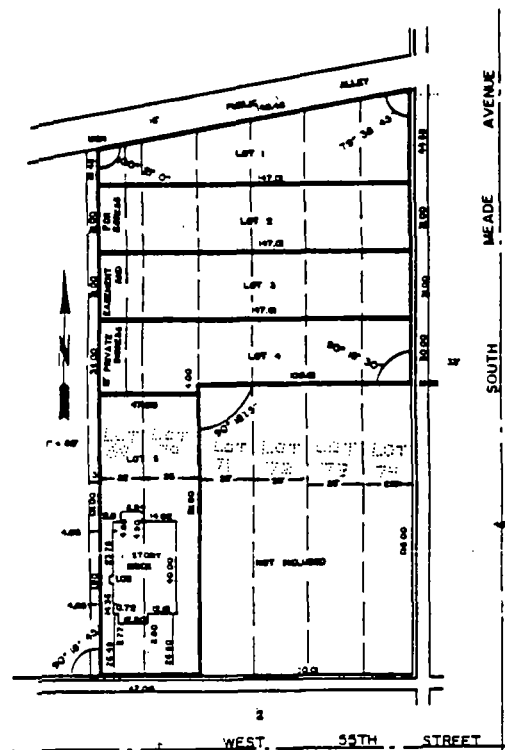
CHICAGO, May 23, 1989.

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

(Continued on page 1454)

# NESTOR'S RESUBDIVISION

OF lot 69 (except the west 3 feet thereof), all of Lot 70, Lots 71, 72, 73 and 74 (except the South 135 feet thereof) in Block 25 in Hartiett Highlands, a subdivision of the South-west 1/4 of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian (except the East 1/2 of the East 1/2 thereof) recorded September 26, 1912 as Document Number 5050528, in Cook County, Illinois.



DR. NO. 8-23-89-1355

State of Illinois)  
County of Cook ) ss.

The undersigned, State Bank of Countryside, Trustee under the terms of a certain Trust Agreement dated March 20, 1928 and known as Trust Number 20-177, does hereby certify that it is in such trustee, the holder of record title to the property described in the caption to the Plat hereon drawn, and that as such owner, it has caused the said property to be surveyed and resubdivided as herein shown.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1989  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Attest: \_\_\_\_\_ Title: \_\_\_\_\_

State of Illinois )  
County of Cook ) ss.

I, \_\_\_\_\_ a Notary Public, in and for the County in the State aforesaid do hereby certify that: \_\_\_\_\_ Title: \_\_\_\_\_

and, \_\_\_\_\_ Title: \_\_\_\_\_ of the State Bank of Countryside each personally know by me to be the same persons whose names are subscribed to the foregoing certificate as such:

and \_\_\_\_\_ appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth, and the said: \_\_\_\_\_ also then and there acknowledged that he as Custodian of the Corporate Seal of the said Corporation, did affix the said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1989  
By: \_\_\_\_\_ Notary Public

State of Illinois)  
County of Cook ) ss.

I, Kenneth F. Schomig, a Illinois registered Land Surveyor, do hereby certify that I have surveyed and resubdivided the property herein described in the caption to the Plat hereon drawn and that the said Plat is a true and correct representation of the same. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees F.

I, Kenneth F. Schomig, further certify that the parcels included in this record of deed are not located in the Special Flood Hazard Area identified for the City of Chicago, Illinois by the Federal Emergency Management Agency on the Flood Insurance Map:

Parcel No: \_\_\_\_\_ Date: \_\_\_\_\_ 19 \_\_\_\_\_

April 5, 1989  
Kenneth F. Schomig  
360 S. 74th Ave.  
Summit, Illinois  
60511  
Plat No: 74020

*Kenneth F. Schomig*  
\_\_\_\_\_  
Illinois Registered Land Surveyor #624



(Continued from page 1452)

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 Marc Strauss Resubdivision located on the north side of West Wellington Avenue, 25.0 feet west of the west line of North Honore Street and having a frontage of 37.5 feet and a depth of 125.03 feet for the American National Bank and Trust Company of Chicago, Trustee, Trust No. 107526-08.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

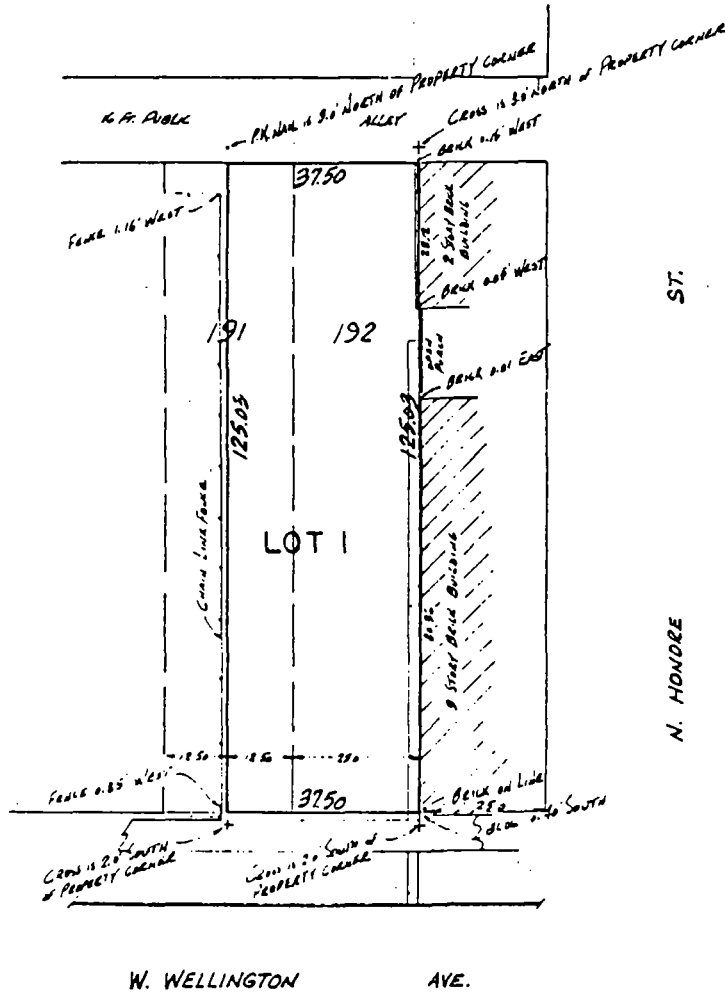
SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Marc Strauss Resubdivision located on the north side of West Wellington Avenue, 25.0 feet west of the west line of North Honore Street and having a frontage of 37.5 feet and a depth of 125.03 feet for the American

[Plat attached to this ordinance printed on  
page 1455 of this Journal.]

(Continued on page 1456)

MARC STRAUSS RESUBDIVISION

DR.No. 30-32-89-1348



(Continued from page 1454)

National Bank and Trust Company of Chicago, as Trustee, Trust No. 107526-08, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 30-32-89-1348).

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

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF 64TH AND STATE STREET SUBDIVISION IN  
6400 BLOCK OF SOUTH STATE STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 April 26, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of 64th and State Street Subdivision located in the 6400 block on the east side of South State Street between the Pittsburg, Fort Wayne and Chicago Railway Company and the Chicago Skyway for the Heritage Pullman Bank and Trust Company, Trustee, Trust No. 5942.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of 64th and State Street subdivision located in the 6400 block on the east side of South State Street between the Pittsburg, Fort Wayne and Chicago Railway Company and the Chicago Skyway for the Heritage Pullman Bank and Trust Company, as Trustee, Trust No. 5942, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 22-20-89-1352).

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

[Plat attached to this ordinance printed on page  
1458 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF RESUBDIVISION LOCATED ON PORTION OF  
SOUTH KARLOV AVENUE.

The Committee of Streets and Alleys submitted the following report:

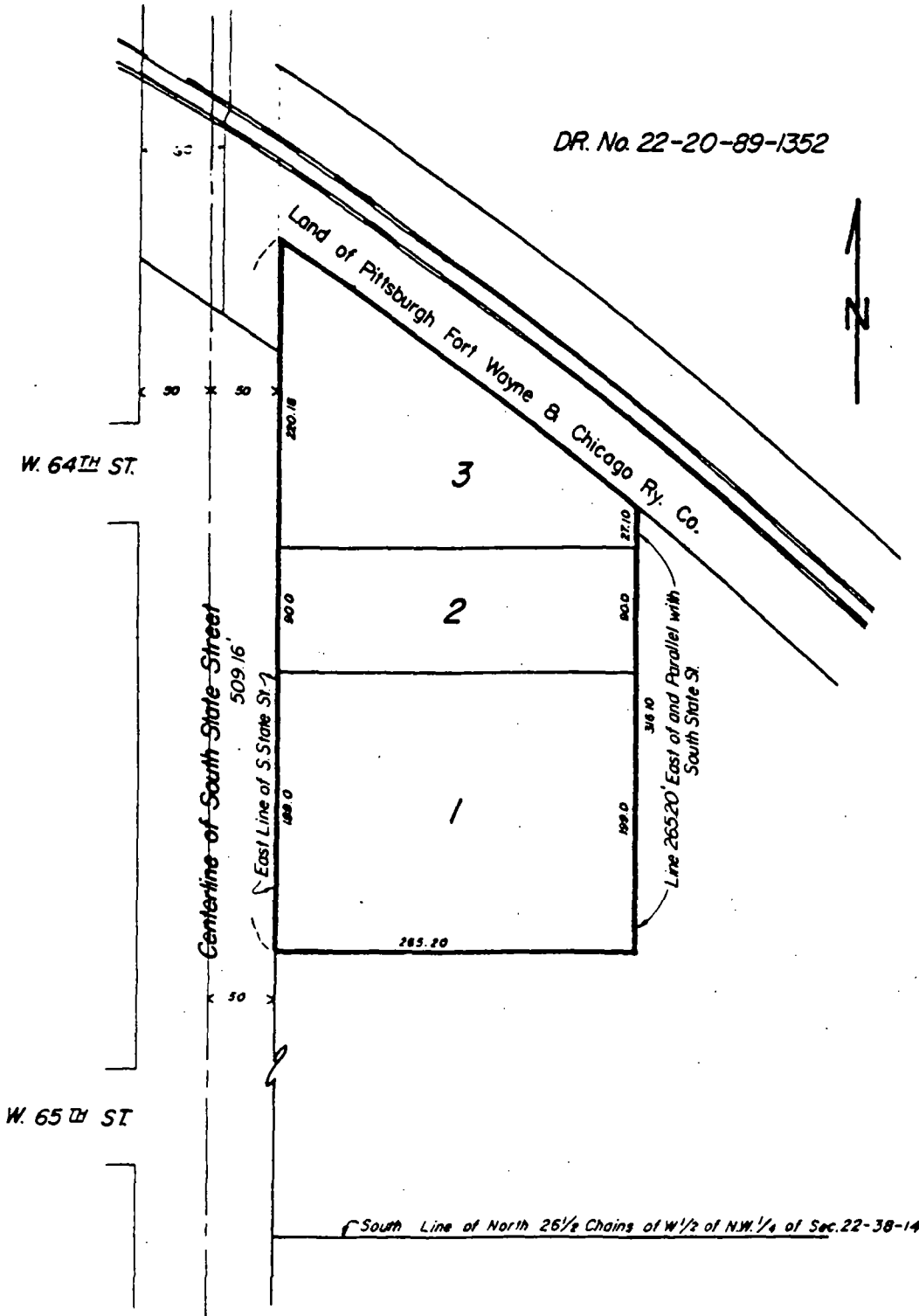
CHICAGO, May 23, 1989.

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

(Continued on page 1459)

**PROPOSED  
64th and STATE STREET SUBDIVISION**

DR. No. 22-20-89-1352



(Continued from page 1457)

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 resubdivision located on the east side of South Karlov Avenue 134.0 feet for Emma Manke and William M. Zimmerman, Jr.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

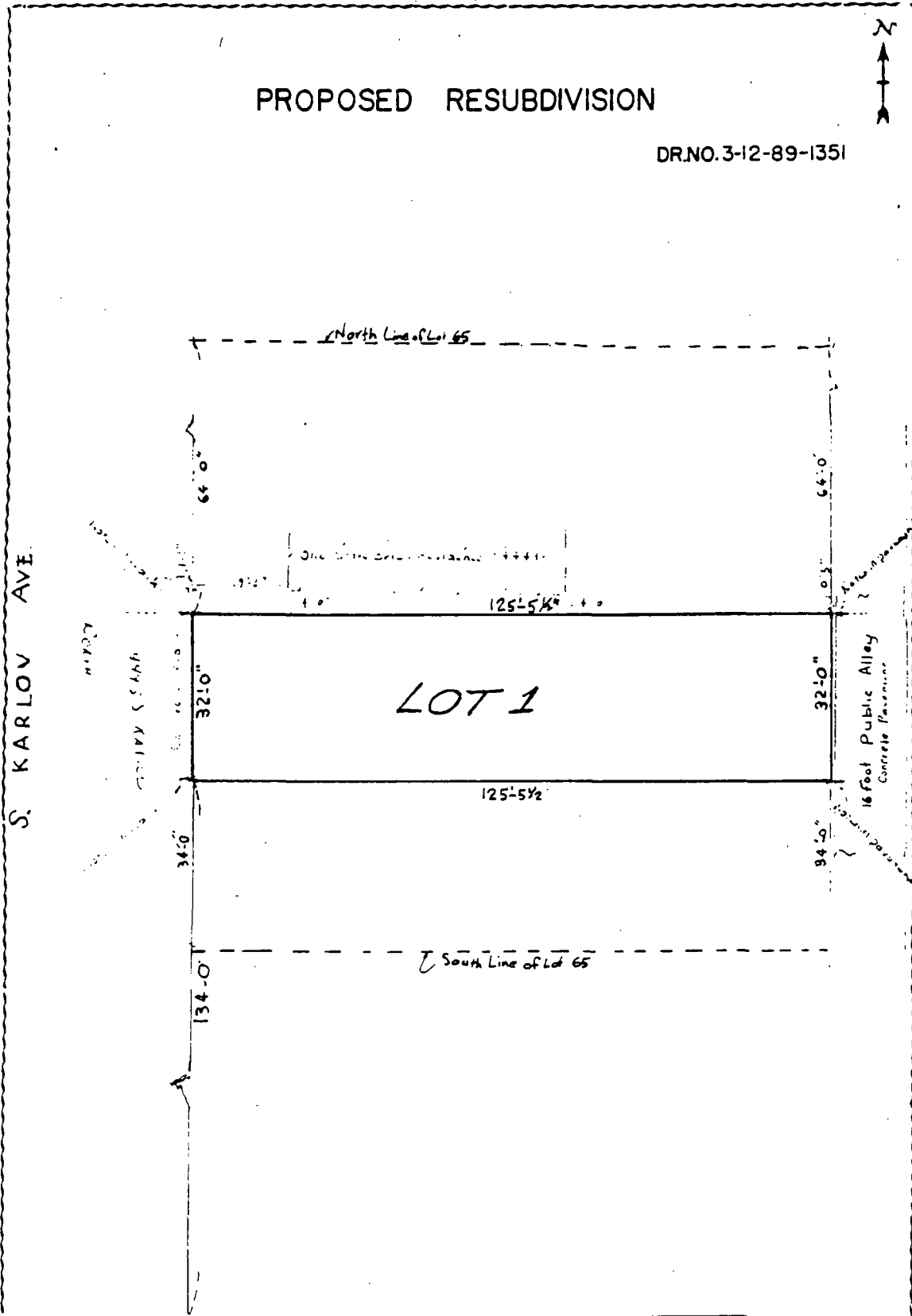
The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, *Ex Officio* Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located on the east side of South Karlov Avenue 134.0 feet north of the north line of West 45th Street and having a frontage of 32.0 feet on South Karlov Avenue and a depth of 125.5 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Emma Manke and William M. Zimmerman, Jr. (No. 3-12-89-1351).

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

[Plat attached to this ordinance printed on page  
1460 of this Journal.]



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

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 ordinances and orders transmitted herewith (referred on March 29 and April 26, 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 the City of Chicago requiring barriers as a prerequisite to prohibit ingress and 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 ordinances and orders 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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



*Ashburn Evangelical Lutheran Church And School.*

*Ordered,* That the Commissioner of Public Works is hereby ordered and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of the City of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to parking facilities for Ashburn Evangelical Lutheran Church and School, 3345 West 83rd Street, Chicago, Illinois 60652, Reverend Steven R. Myers, Pastor.

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*Halsted Theatre Centre.*

*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 a parking facility for the Halsted Theatre Centre located at 2700 North Halsted Street.

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*J.E.A., Incorporated.*

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

SECTION 1. Pursuant to Chapter 33, Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt J.E.A., Incorporated, 215 East Cermak Road, from the provisions requiring barriers as a prerequisite to prohibit alley 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.

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*Korean Church.*

*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 the parking for the Korean Church located at 4850 North St. Louis Avenue.

*Mr. Philip Kupritz.*

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

SECTION 1. Pursuant to Chapter 33, Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Mr. Philip Kupritz, architect, 924 South Morgan Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent to the above-mentioned location.

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

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*Lynn And Company.*

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

SECTION 1. Pursuant to Chapter 33, Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Lynn and Company, 6427 West 63rd Street, from the provisions requiring barriers as a prerequisite to prohibit alley 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.

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*Stein And Company Federal Center, Incorporated.*

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

SECTION 1. Pursuant to Chapter 33, Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Stein and Company Federal Center, Incorporated, 77 West Jackson Boulevard/301 South Clark Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto [north-south alley located adjacent to the eastern boundary . . . premises bounded on the east by the aforesaid alley, on the north by West Jackson Boulevard, on the west by South Clark Street and on the south by West Van Buren Street].

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

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*Walgreen Corporation.*

*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 Walgreen Corporation, 3200 -- 3214 West 111th Street.

---

*Waner Enterprises, Incorporated.*

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

SECTION 1. Pursuant to Chapter 33, Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Waner Enterprises, Incorporated, 4755 West 53rd Street, from the provisions requiring barriers as a prerequisite to prohibit alley 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.

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*The Winwood Apartments Of The Methodist Home.*

*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 Winwood Apartments of the Methodist Home located at 1406 West Winona Street.

BOARD OF LOCAL IMPROVEMENTS REQUESTED TO INSTITUTE  
PROCEEDINGS FOR ALLEY IMPROVEMENTS  
AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 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 transmitted herewith (referred on March 29, 1989) that the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, at sundry locations.

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

Respectfully submitted,

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

On motion of Alderman Levar, the said proposed orders 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*Alley Between South Cornell Avenue, South Stony Island Avenue, East 88th Street And East 89th Street.*

*Ordered*, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, the roadway of the north-south alley between South Cornell Avenue and South Stony Island Avenue from East 88th Street to East 89th Street.

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*Alley Between South East End Avenue, South Cornell Avenue, East 88th Street And East 89th Street.*

*Ordered*, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, the roadway of the north-south alley between South East End Avenue and South Cornell Avenue from East 88th Street to East 89th Street.

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AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS BY  
SPECIAL ASSESSMENT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 23, 1989.

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

The Committee on Streets and Alleys, to which had been referred thirty-two proposed ordinances recommended by the Board of Local Improvements, recommending that the City Council *Pass* said proposed ordinances transmitted herewith, authorizing alley improvements, by special assessment, at sundry locations.

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

Respectfully submitted,

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

On motion of Alderman Levar, the said proposed 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

The following are descriptive summaries of the said improvement ordinances as passed:

*Alleys Between South Bonaparte Street, South  
Lyman Street, South Lloyd Avenue And  
South Lock Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between South Bonaparte Street, South Lyman Street, South Lloyd Avenue and South Lock Street; also that part of the northwesterly-southeasterly roadway from a line parallel with and fifteen (15) feet northwesterly of the southeasterly line of South Bonaparte Street to the southeasterly line of South Bonaparte Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West Columbus Avenue, Railroad Right  
Of Way, South Christiana Avenue And South  
Homan Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer and a twelve (12) inch tile pipe sewer with three (3) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise

improving the roadway of the alley between West Columbus Avenue, railroad right of way, South Christiana Avenue and South Homan Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet west of the east line of South Homan Avenue to the east line of South Homan Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West Coyle Avenue, West Ibsen Street, North  
Octavia Avenue And North Odell Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Coyle Avenue, West Ibsen Street, North Octavia Avenue and North Odell Avenue; in the City of Chicago, County of Cook and State of Illinois.

---

*Alleys Between West Devon Avenue, West Highland Avenue,  
North Neenah Avenue And North Natoma Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer and a twelve (12) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Devon Avenue, West Highland Avenue, North Neenah Avenue and North Natoma Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West Highland Avenue to the north line of West Highland Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of North Neenah Avenue to the west line of North Neenah Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West Montrose Avenue, West Pensacola Avenue, Chicago,  
Milwaukee And St. Paul Railroad Right Of Way And  
North Cicero Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8)

inches of portland cement concrete and otherwise improving the roadways of the alleys between West Montrose Avenue, West Pensacola Avenue, Chicago, Milwaukee and St. Paul Railroad right of way and North Cicero Avenue; also that part of the first north and south roadway east of North Cicero Avenue from a line parallel with and eighteen (18) feet north of the south line of West Montrose Avenue to the south line of West Montrose Avenue; also that part of the first north and south roadway east of North Cicero Avenue from a line parallel with and seventeen (17) feet south of the north line of West Pensacola Avenue to the North line of West Pensacola Avenue; also that part of the second north and south roadway east of North Cicero Avenue from a line parallel with and eighteen (18) feet south of the north line of West Pensacola Avenue to the north line of West Pensacola Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West Sherwin Avenue, West Chase Avenue,  
North California Avenue And North  
Francisco Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the east and west alley in the block bounded by West Sherwin Avenue, West Chase Avenue, North California Avenue and North Francisco Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of North Francisco Avenue to the east line of North Francisco Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West Wellington Avenue, West George  
Street Chicago, Milwaukee/St. Paul Railroad  
Right Of Way And North  
Natoma Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Wellington Avenue, West George Street, Chicago, Milwaukee/St. Paul Railroad right of way and North Natoma Avenue; excepting therefrom the first east and west alley north of West George Street from the east line of the north and south alley projected south to the east line of North Natoma Avenue; in the City of Chicago, County of Cook and State of Illinois.



*Alleys Between West 32nd Place, West 33rd Street, South  
Racine Avenue And South Throop Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 32nd Place, West 33rd Street, South Racine Avenue and South Throop Street; also that part of the first north and south roadway west of South Racine Avenue from a line parallel with and eighteen (18) feet north of the south line of West 32nd Place to the south line of West 32nd Place; also that part of the second north and south roadway west of South Racine Avenue from a line parallel with and eighteen (18) feet north of the south line of West 32nd Place to the south line of West 32nd Place; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 35th Street, West 36th Street, South  
Maplewood Avenue And South Rockwell Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 35th Street, West 36th Street, South Maplewood Avenue and South Rockwell Street; also that part of the roadway from a line parallel with and twelve (12) feet north of the south line of West 35th Street to the south line of West 35th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 36th Street to the north line of West 36th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 81st Street, West Chatham Park, South  
Princeton Avenue And South Harvard Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 81st Street, West Chatham Park, South Princeton Avenue and South Harvard Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 81st Street to the south line of West 81st Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between East 82nd Street, East 83rd Street, South  
Chappel Avenue And South Jeffery Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 82nd Street, East 83rd Street, South Chappel Avenue and South Jeffery Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of East 82nd Street to the south line of East 82nd Street; also that part of the first east and west roadway north of East 83rd Street from a line parallel with and eighteen (18) feet east of the west line of South Chappel Avenue to the west line of South Chappel Avenue; also that part of the second east and west roadway north of East 83rd Street from a line parallel with and nine (9) feet west of the east line of South Jeffery Avenue to the east line of South Jeffery Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 84th Street, East 85th Street, South  
Yates Avenue And South Oglesby Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 84th Street, East 85th Street, South Yates Avenue and South Oglesby Avenue; also that part of the roadway from a line parallel with and nineteen (19) feet north of the south line of East 84th Street to the south line of East 84th Street; also that part of the roadway from a line parallel with and nineteen (19) feet south of the north line of East 85th Street to the north line of East 85th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 85th Street, East 86th Street, South  
Rhodes Avenue And South Vernon Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and five (5) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 85th Street, East 86th Street, South Rhodes Avenue and South Vernon Avenue; also that part of the north and south roadway from a line parallel with and

eighteen (18) feet south of the north line of East 86th Street to the north line of East 86th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 86th Street, West 87th Street, South  
Aberdeen Street And South May Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 86th Street, West 87th Street, South Aberdeen Street and South May Street; also that part of the roadway from a line parallel with and sixteen (16) feet north of the south line of West 86th Street to the south line of West 86th Street; also that part of the roadway from a line parallel with and nineteen (19) feet east of the west line of South Aberdeen Street to the west line of South Aberdeen Street; also that part of the roadway from a line parallel with and nineteen (19) feet west of the east line of South May Street to the east line of South May Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 88th Street, West 89th Street, South  
Elizabeth Street And South Throop Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 88th Street, West 89th Street, South Elizabeth Street and South Throop Street; also that part of the roadway from a line parallel with and six (6) feet south of the north line of West 89th Street to the north line of West 89th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 90th Place, West 91st Street,  
South Paulina Street And Chicago Rock  
Island Railroad Right Of Way.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and one (1) new concrete catchbasin complete -- grading, paving with eight (8)

inches of portland cement concrete and otherwise improving the roadway of the alley between West 90th Place, West 91st Street, South Paulina Street and Chicago Rock Island Railroad right of way; also that part of the roadway from a line parallel with and twenty (20) feet east of the west line of South Paulina Street to the west line of South Paulina Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 93rd Street, West 94th Street, South  
Aberdeen Street And South May Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 93rd Street, West 94th Street, South Aberdeen Street and South May Street; also that part of the first east and west roadway north of West 94th Street from a line parallel with and sixteen (16) feet east of the west line of South Aberdeen Street to the west line of South Aberdeen Street; also that part of the first east and west roadway north of West 94th Street from a line parallel with and eighteen (18) feet west of the east line of South May Street to the east line of South May Street; also that part of the second east and west roadway north of West 94th Street from a line parallel with and eighteen (18) feet west of the east line of South May Street to the east line of South May Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 94th Street, West 95th Street, South  
Vincennes Avenue And South May Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 94th Street, West 95th Street, South Vincennes Avenue and South May Street; also that part of the first east and west roadway south of West 94th Street from a line parallel with and eight (8) feet easterly of the westerly line of South Vincennes Avenue to the westerly line of South Vincennes Avenue; also that part of the second east and west roadway south of West 94th Street from a line parallel with and ten (10) feet easterly of the westerly line of South Vincennes Avenue to the westerly line of South Vincennes Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 97th Street, West 97th Place, South  
Carpenter Street And South Genoa Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 97th Street, West 97th Place, South Carpenter Street and South Genoa Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Carpenter Street to the west line of South Carpenter Street; also that part of the first north and south roadway west of South Carpenter Street from a line parallel with and ten (10) feet south of the north line of West 97th Place to the north line of West 97th Place; also that part of the second north and south roadway west of South Carpenter Street from a line parallel with and ten (10) feet south of the north line of West 97th Place to the north line of West 97th Place; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 100th Street, East 101st Street, South  
Bensley Avenue And South Yates Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and five (5) new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between East 100th Street, East 101st Street, South Bensley Avenue and South Yates Avenue; also that part of the north and south roadway from a line parallel with and twenty-nine (29) feet north of the south line of East 100th Street to the south line of East 100th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between East 100th Street, East 101st Street, South  
Paxton Avenue And South Merrill Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 100th Street, East 101st Street, South Paxton Avenue and South Merrill Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of East 101st Street to the north line of East 101st Street; also that part of the east and west roadway from a line parallel with and twenty-five

(25) feet east of the west line of South Paxton Avenue to the west line of South Paxton Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 102nd Street, West 103rd Street, South Sangamon Street, And South Morgan Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 102nd Street, West 103rd Street, South Sangamon Street and South Morgan Street; also that part of the north and south roadway from a line parallel with and twenty-five feet north of the south line of West 102nd Street to the south line of West 102nd Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Sangamon Street to the west line of South Sangamon Street; also that part of the east and west roadway from a line parallel with and twenty-five feet west of the east line of South Morgan Street to the east line of South Morgan Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 103rd Street, West 105th Street, South Drake Avenue And South Central Park Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 103rd Street, West 105th Street, South Drake Avenue and South Central Park Avenue; also that part of the north and south roadway from a line parallel with and seven (7) feet south of the north line of West 105th Street to the north line of West 105th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 109th Street, West 110th Street, South Normal Avenue And South Parnell Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and five (5) new concrete catchbasins complete -- grading, paving with eight (8)

inches of portland cement concrete and otherwise improving the roadway of the alley between West 109th Street, West 110th Street, South Normal Avenue and South Parnell Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 110th Street, 111th Street, South Normal Avenue And South Parnell Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 110th Street, West 111th Street, South Normal Avenue and South Parnell Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 110th Street, West 111th Street, South Parnell Avenue And South Wallace Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with three (3) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 110th Street, West 111th Street, South Parnell Avenue and South Wallace Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Wallace Street to the east line of South Wallace Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 112th Street, West 113th Street, South Whipple Street And South Albany Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and five (5) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 112th Street, West 113th Street, South Whipple Street and South Albany Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 115th Street, East 116th Street,  
South Avenue J And South Ewing Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 115th Street, East 116th Street, South Avenue J and South Ewing Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 121st Place, East 122nd Street, South  
Indiana Avenue And South Edbrooke Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 121st Place, East 122nd Street, South Indiana Avenue and South Edbrooke Avenue; also that part of the roadway from a line parallel with and twenty-five (25) feet east of the west line of South Indiana Avenue to the west line of South Indiana Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between East 122nd Place, East 123rd Street, South  
Indiana Avenue And South Michigan Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer and a ten (10) inch ductile iron pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 122nd Place, East 123rd Street, South Indiana Avenue and South Michigan Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of East 123rd Street to the north line of East 123rd Street; in the City of Chicago, County of Cook and State of Illinois.



*Alley Between West 123rd Street, West 124th Street, South  
LaSalle Street And South Wentworth Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 123rd Street, West 124th Street, South LaSalle Street and South Wentworth Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 123rd Street to the south line of West 123rd Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 128th Place, West 129th Place, South  
Eggleston Avenue And South Normal Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and five (5) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 128th Place, West 129th Place, South Eggleston Avenue and South Normal Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 128th Place to the south line of West 128th Place; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Eggleston Avenue to the west line of South Eggleston Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Normal Avenue to the east line of South Normal Avenue; in the City of Chicago, County of Cook and State of Illinois.

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**COMMITTEE ON ZONING.**

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A  
(CHICAGO ZONING ORDINANCE) ARTICLES 3 AND 10,  
SECTIONS 3.2 AND 10.4-1 CONCERNING  
AUTOMOBILE RECYCLING  
FACILITIES.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Madrzyk, *Deferred* and ordered published:

CHICAGO, May 24, 1989.

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

Reporting for your Committee on Zoning, for which a meeting was held on May 16, 1989, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

Also, I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form: Applications 2641, TAD019, TAD021 and TAD005.

The following ordinance failed to meet the committee's approval and did not pass: Application A2632.

Also, I beg leave to recommend that two ordinances referred to the Committee on Zoning on May 10, 1989 be re-referred to the Committee on Housing, Land Acquisition, Disposition and Leases.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*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. Chapter 194A of the Municipal Code of Chicago is hereby amended in Section 194A-3.2 by adding a new definition, as follows:

*3.2 Automobile Recycling Facility. An Automobile Recycling Facility is a recycling facility where used automobile parts are removed from automobile chassis for resale on the premises. Temporary storage of automobile chassis is permitted provided that such stored chassis are not visible from the grade level of any adjacent Residential District boundary line; and provided, further, that temporary storage shall not exceed sixty days.*

SECTION 2. Chapter 194A of the Municipal Code of Chicago is hereby amended in Section 194A-10.4-1 by adding a new subsection 194A-10.4-1(15), as follows:

*194A-10.4-1(15) Automobile Recycling Facility.*

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

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A  
(CHICAGO ZONING ORDINANCE) ARTICLES 6 AND 11,  
SECTIONS 6.5-4 AND 11.10-4(3) BY REGULATING  
CERTAIN NON-CONFORMING SPECIAL USES  
WITHIN RESIDENTIAL DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Madryzk, *Deferred* and ordered published:

CHICAGO, May 24, 1989.

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

Reporting for your Committee on Zoning, for which a meeting was held on May 16, 1989, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

Also, I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form: Applications 2641, TAD019, TAD021 and TAD005.

The following ordinance failed to meet the committee's approval and did not pass: Application A2632.

Also, I beg leave to recommend that two ordinances referred to the Committee on Zoning on May 10, 1989 be re-referred to the Committee on Housing, Land Acquisition, Disposition and Leases.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*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 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Sections 6.5-4 and 11.10-4 by deleting the language in brackets as follows:

6.5-4 Elimination on Non-Conforming Uses.

[(4)] [The lawfully existing non-conforming use of a building as a tavern in any residence district may be continued so long as the license issued for the existing tavern remains in effect. No new license shall be issued to operate a tavern in substitution for the existing licensed tavern in a residence district except as allowed by the Zoning Board of Appeals as a Special Use pursuant to Sections 10.11-1, et seq; and further subject to all the provisions of Article 5.]

\* \* \* \* \*

11.10-4 Standards. No special use shall be granted by the Zoning Board of Appeals unless the special use:

(3) It is within the provision of "Special Uses" as set forth in the application sections of Articles 7, 8, 9 and 10; [or pursuant to Section 6.5-4 (4)] and

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

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
194A (CHICAGO ZONING ORDINANCE) BY ADDING NEW  
SUBSECTION 10-3.1(14a) DESIGNATING RECYCLING  
FACILITIES AS PERMITTED USES WITHIN  
M1-1 THROUGH M1-5 RESTRICTED  
MANUFACTURING DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Madrzyk, *Deferred* and ordered published:

CHICAGO, May 24, 1989.

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

Reporting for your Committee on Zoning, for which a meeting was held on May 16, 1989, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

Also, I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form: Applications 2641, TAD019, TAD021, and TAD005.

The following ordinance failed to meet the committee's approval and did not pass: Application A2632.

Also, I beg leave to recommend that two ordinances referred to the Committee on Zoning on May 10, 1989, be re-referred to the Committee on Housing, Land Acquisition, Disposition and Leases.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*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 the Chicago Zoning Ordinance, Chapter 194A, of the Municipal Code of Chicago, is hereby amended by inserting the italicized new Subsection 10.3-1 (14a), as follows:

10.3-1. Permitted Uses -- M1-1 to M1-5 Restricted Manufacturing Districts.

The following uses are permitted in the M1-1 and M1-5 Districts inclusive, provided that all business, servicing or processing shall take place within completely enclosed buildings, unless otherwise indicated hereinafter and except for establishments of the "drive-in" type offering goods or services directly to customers waiting in parked motor vehicles and automated teller machines as defined in Article 3.2, and off-street loading and parking as regulated by Sections 10.15 and 10.16.

\*\*\*\*\*

*(14a) Recycling Facilities, Class I, Class II and Class III.*

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SECTION 2. Section 10.4-1 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by deleting the language bracketed, as follows:

10.4-1. Special Uses -- M1-1 to M1-5 Restricted Manufacturing Districts.

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[(5) Recycling Facilities, Class I, II and III.]

SECTION 3. This ordinance shall take effect upon its passage and approval.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A  
(CHICAGO ZONING ORDINANCE) ARTICLE 11.9-3.2 BY  
REQUIRING CERTAIN CITY OFFICIALS TO  
DISCLOSE INTEREST IN PROPERTY  
AFFECTED BY PROPOSED  
ZONING AMENDMENTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Madryzk, *Deferred* and ordered published:

CHICAGO, May 24, 1989.

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

Reporting for your Committee on Zoning, for which a meeting was held on May 16, 1989, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted

herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

Also, I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form: Applications 2641, TAD019, TAD021, and TAD005.

The following ordinance failed to meet the committee's approval and did not pass: Application A2632.

Also, I beg leave to recommend that two ordinances referred to the Committee on Zoning on May 10, 1989, be re-referred to the Committee on Housing Land Acquisition, Disposition and Leases.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

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

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

SECTION 1. That the Municipal Code of Chicago, Chapter 194A, is hereby amended by deleting the language in brackets and adding the language italicized below in Section 11.9-3.2, as follows:

Whenever the applicant is either the Mayor or a member of the City Council, the applicant shall disclose if he is the owner of the property or has any direct or indirect interest in the property subject to the proposed amendment. *In addition, any member of the City Council, and the Mayor if the applicant is a member of the City Council, who is the owner of the property or has any direct or indirect interest in the property subject to the proposed amendment shall disclose the nature of the interest.*

In the event the amendment is adopted by the City Council, the Mayor or any member of the City Council who acquires any direct or indirect interest in the property which is the subject of the amendment within three years of its passage shall file a sworn statement disclosing the nature of the interest acquired and the date of acquisition.

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

*Action Deferred* -- CHICAGO ZONING ORDINANCE AMENDED  
TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Madrzyk, *Deferred* and ordered published:

CHICAGO, May 24, 1989.

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

Reporting for your Committee on Zoning, for which a meeting was held on May 16, 1989, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

Also, I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form: Applications 2641, TAD019, TAD021 and TAD005.

The following ordinance failed to meet the committee's approval and did not pass: Application A2632.

Also, I beg leave to recommend that two ordinances referred to the Committee on Zoning on May 10, 1989, be re-referred to the Committee on Housing, Land Acquisition, Disposition and Leases.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-6 General Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by



East Illinois Street; a line 100.35 feet east of and parallel with North State Street; the alley next south of and parallel with East Illinois Street; North Wabash Avenue; East Hubbard Street; and North State Street,

to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential-Business Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The area delineated herein as "Residential-Business Planned Development" is owned or controlled by The American Medical Association.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development, subject to the review and approval of the Commissioner of the Department of Planning.
3. The Applicant or its successors, assignees, or grantees shall obtain all official reviews approvals, and permits.
4. Any dedication or vacation of streets or alleys or easements or any adjustments of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees, and approval by the City Council.
5. The following uses shall be permitted within the area delineated herein as "Residential-Business Planned Development": Residential and related uses; hotel and related uses; accessory and non-accessory off-street parking; swimming pool; C3-6 retail uses at and below grade.

6. Business and business identification signs may be permitted within the area delineated herein as "Residential-Business Planned Development", subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
7. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
8. The height restrictions of each building and any appurtenance attached thereto shall be subject to:
  - (a) Height limitations as certified on Form FAA-117 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of The Regulations of the Administrator, Federal Aviation Administration; and
  - (b) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.
9. The Applicant agrees that, prior to Part II submission to the Department of Planning, it will submit plans for review and comment by the Department of Planning staff concerning the final design of the State Street frontage -- including both the ground level retail space and the articulation and screening of the garage.
10. The information in the table attached hereto sets forth the data concerning the generalized land use plan of the area delineated herein as "Residential-Business Planned Development" and illustrates that the development of such area will be in general accordance with the intent and purpose of the Chicago Zoning Ordinance.
11. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.

[Generalized Land Use Plan, Existing Zoning Map and Property Line Map and Right-of-Way Adjustments attached to the Plan of Development printed on pages 1490 through 1492 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Residential-Business Planned Development No. \_\_\_\_\_

Use And Bulk Regulations And Data.

Net Site Area	Generalized Description Of Land Use	Maximum Floor Area Ratio	Maximum Percent Site Coverage	Maximum Permitted Dwelling Units
<u>Sq. Ft.</u> Acres				
<u>42,017.1</u> 0.96 (includes alley to be vacated: 1,806.3 square feet)	Mixed-use, residential, hotel, and related uses. See Statement No. 5	18.2	90% At Upper Wabash Avenue level (grade)	480

Gross Site Area:      Net Site Area: 42,017.1 square feet (0.96 acres)  
Public R.O.W.: 30,830.6 square feet (0.71 acres)

TOTAL: 72,847.7 square feet (1.67 acres)

## Dwelling Units:

Maximum permitted dwelling units: 480

Estimated efficiency and convertible efficiency units: 40%

Maximum permitted efficiency and convertible efficiency units: 45%

Hotel Rooms:	Maximum number:	352
	Estimated actual number:	342

Retail and Hotel related space:	
Minimum total space including basement level:	25,000 square feet

Maximum F.A.R. for net site area:	18.2
Floor area of parking use is not included for F.A.R. purposes.	

Off-Street Parking:	Maximum permitted:	440 spaces
	Minimum required:	390 spaces
	Percent handicapped:	2%

Off-Street Loading:	Hotel:	2 spaces 10 feet x 25 feet
Residential:	3 spaces 10 feet x 25 feet	

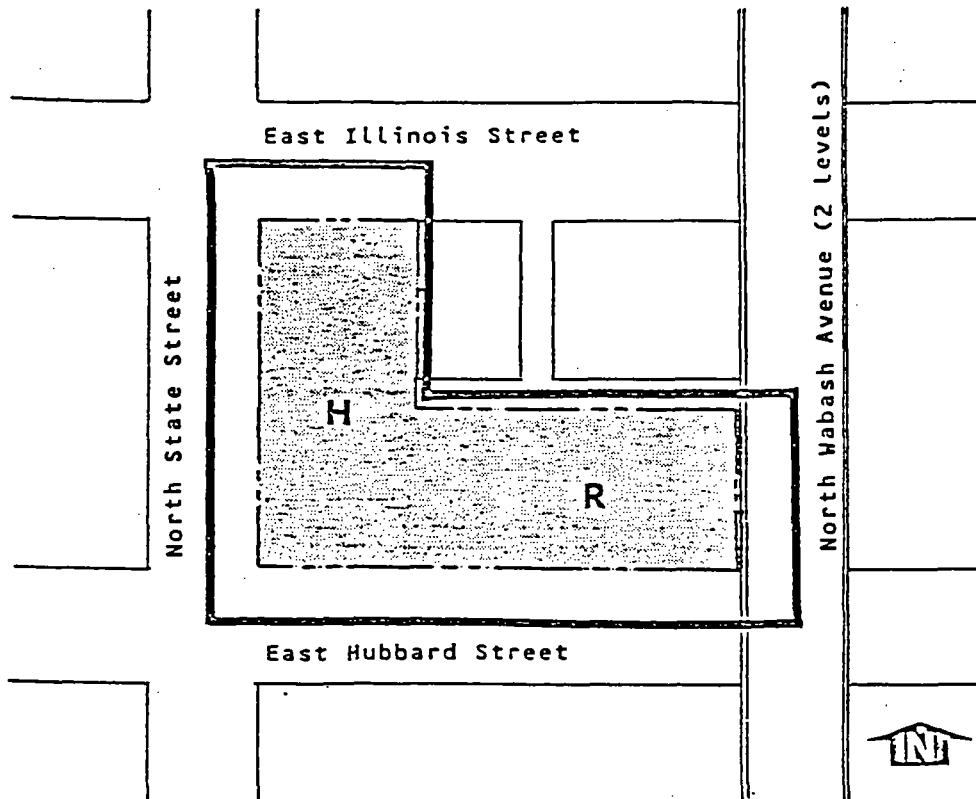
TOTAL:	5 spaces 10 feet x 25 feet
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## Building Setbacks:


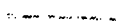
Upper Level Wabash (excepting entry canopy):	25 feet
State Street at 195 feet above grade:	100 feet
All other property lines:	0 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or, when necessary, because of technical reasons, subject to the approval of the Department of Planning.

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
GENERALIZED LAND USE PLAN

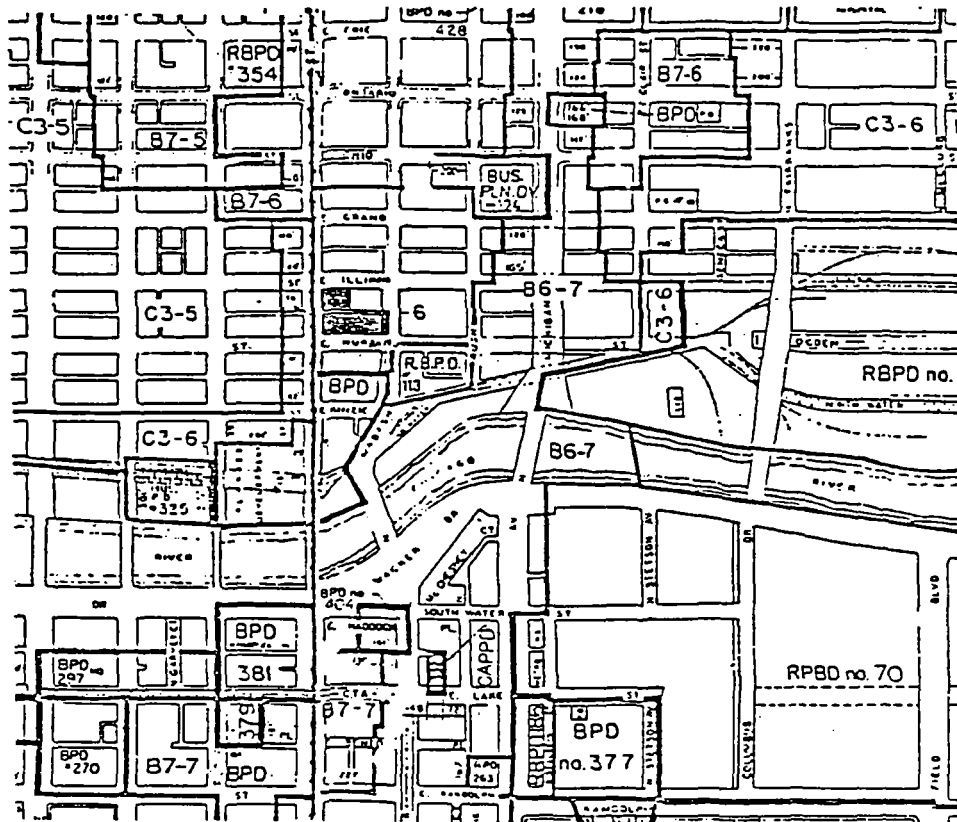


LEGEND

-  Planned Development Boundary
- R** Residential Focus
- H** Hotel Focus
-  For uses see statement No. 5 and Use and Bulk Regulations and Data.

APPLICANT: American Medical Association  
 ADDRESS: 440 North Wabash Avenue  
 DATE: March 13, 1989  
 REVISED: May 11, 1989

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
EXISTING ZONING MAP



LEGEND



Planned Development

(Preferential streets not indicated.)



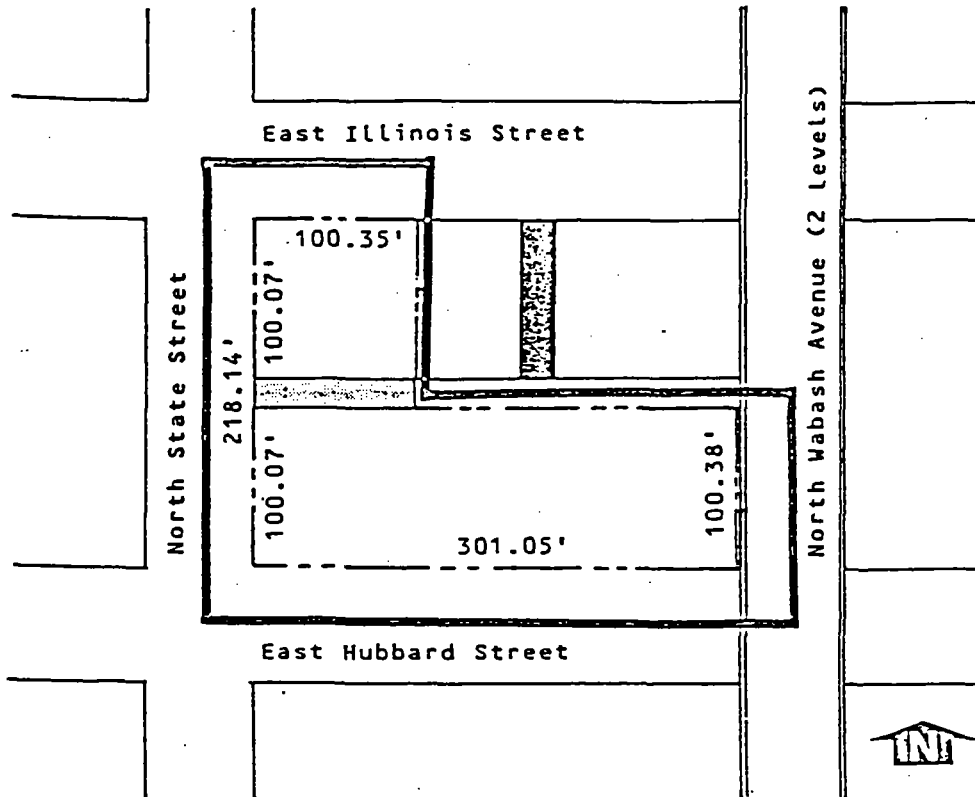
APPLICANT: American Medical Association

ADDRESS: 440 North Wabash Avenue




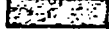
DATE: March 13, 1989

REVISED: May 11, 1989

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

-  Planned Development Boundary
-  Property Lines
-  Alley to be Vacated
-  Alley to be Dedicated

APPLICANT: American Medical Association  
 ADDRESS: 440 North Wabash Avenue  
 DATE: March 13, 1989  
 REVISED: May 11, 1989

*Reclassification Of Area Shown On Map No. 1-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

North Wacker Drive; a line 180.68 feet north of West Washington Street; a line 161.58 feet east of North Wacker Drive; and West Washington Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The area delineated herein as a Business Planned Development (the "Property") consists of approximately 52,948.88 square feet, is commonly known as 101 North Wacker Drive, and is bounded on the west by North Wacker Drive, on the north by a line 180.68 feet north of West Washington Street, on the east by a line 161.58 feet east of North Wacker Drive, and on the south by West Washington Street, as shown on the attached "Property Line and Planned Development Boundary Map".
2. Permitted uses for the Property shall include offices, office support services, retail facilities, restaurants, satellite receiving dishes and any other uses designated as permitted uses in the C3-7 Commercial- Manufacturing District as of this date.



3. The Property is owned or controlled by North Wacker 101 Associates, an Illinois general partnership.
4. All applicable official reviews, approvals or permits are required to be obtained by the owner or his successors, assignees or grantees.
5. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the owner and approval by the City Council.
6. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
7. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
8. Identification and business identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning.
9. The height restriction of any building or any appurtenance attached hereto shall be subject to:
  - a. Height limitations as certified on form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
  - b. Airport zoning regulations now in effect as established by the Departments of Planning, Aviation and Law, and approved by the City Council.
10. The Plan of Development, hereby attached, shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development," as adopted by the Commissioner of the Department of Planning.
11. This Plan of Development, including the existing zoning map, the property line and planned development boundary map, the generalized land use plan, the table of use and bulk regulations and data and all other exhibits hereto, all of which are attached hereto and incorporated herein, shall be applicable to the Property and no other controls shall apply to the Property.

[Generalized Land Use Plan, Existing Zoning and Preferential Street Map and Planned Development Boundary Map attached to the Plan of Development printed on pages 1496 through 1498 of this Journal.]

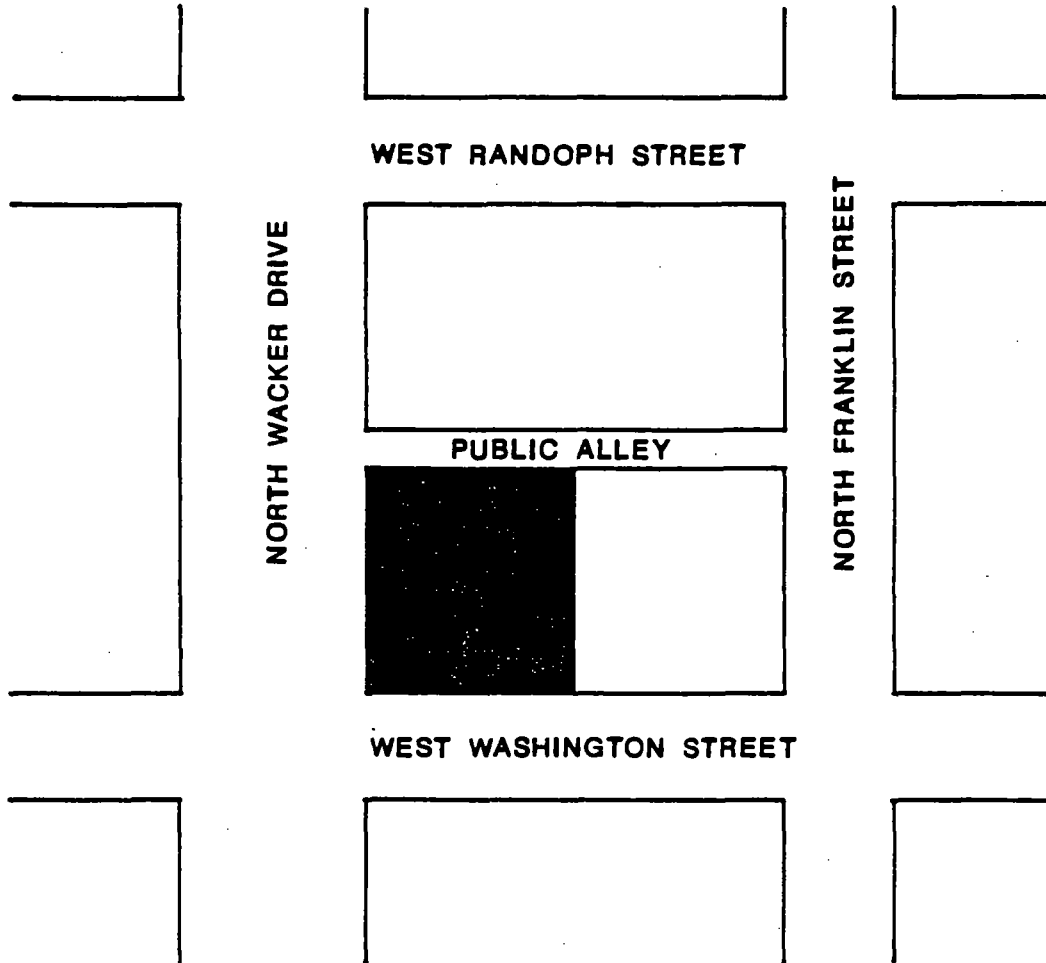
Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Planned Development Use And Bulk*

*Regulations And Data.*

1. Net Site Area: Approximately 29,185.60 square feet.
2. Gross site area: 52,948.88 square feet.
3. Uses: Offices, retail facilities, restaurants, satellite receiving dishes, signage and any other uses designated as permitted and special uses in the C3-7 Commercial-Manufacturing District on the date of this application.
4. Maximum Floor Area Ratio: 21.0.
5. Maximum Percentage of Land Coverage: 100%.
6. Minimum Number of Parking Spaces: None.
7. Minimum Number of Loading Spaces: 6.
8. Total Maximum Building Area: 612,000 floor area ratio square feet.
9. Maximum Height: 330 feet.
10. Minimum Setbacks: None.
11. Minimum Distances Between Buildings: There shall be no required minimum distance between buildings.

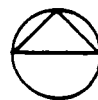
**BUSINESS PLANNED DEVELOPMENT  
GENERALIZED LAND USE PLAN**



**APPLICANT:** North Wacker 101 Associates, an Illinois general partnership

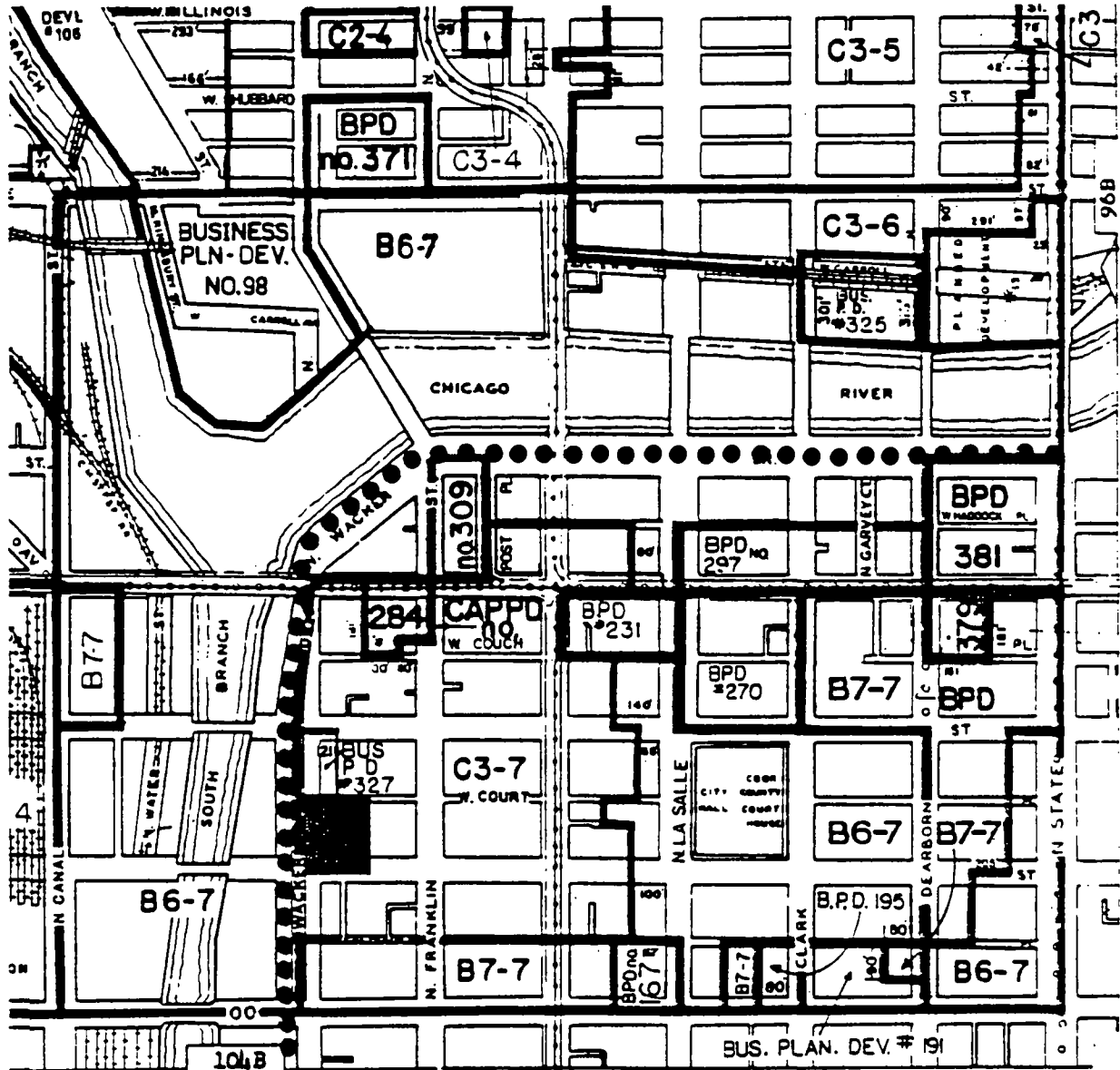
 **OFFICE RETAIL AND RELATED USE**

**DATE:** March 16, 1989



BUSINESS PLANNED DEVELOPMENT

EXISTING ZONING AND PREFERENTIAL STREET MAP



APPLICANT : North Wacker 101 Associates,  
an Illinois general partnership

— ZONING DISTRICT

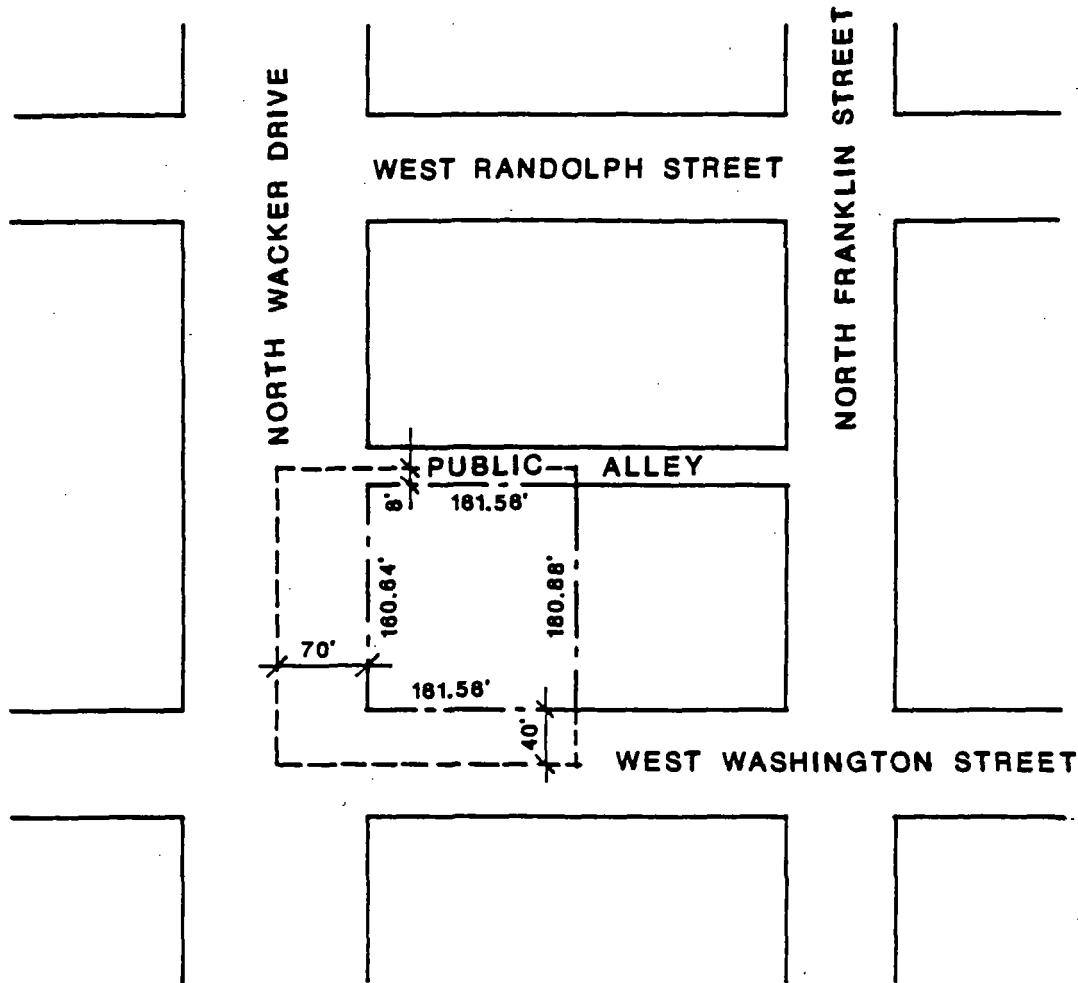
■ PLANNED DEVELOPMENT BOUNDARY

DATE : March 16, 1989



●●●●● PREFERENTIAL STREETS

BUSINESS PLANNED DEVELOPMENT  
BUSINESS PLANNED DEVELOPMENT  
BOUNDARY MAP



**APPLICANT:** NothWacker 101 Associates, an Illinois general partnership

----- PROPERTY LINE

----- PLANNED DEVELOPMENT BOUNDARY

**DATE:** March 16, 1989



**52,949 GROSS AREA  
29,186 NET AREA**

*Reclassification Of Area Shown On Map No. 1-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District, M1-3 General Manufacturing District and Residential-Business Planned Development No. 356 symbols and indications as shown on Map No. 1-G in the area bounded by

West Superior Street; a line 312.91 feet east of North Sangamon Street; a line from a point 312.91 feet east of North Sangamon Street and 51.18 feet north of West Huron Street, to a point 348.81 feet east of North Sangamon Street along the north line of West Huron Street; West Huron Street; North Peoria Street; a line 65.94 feet south of West Huron Street; a line 126.34 feet west of North Peoria Street; a line 115.94 feet south of West Huron Street; North Peoria Street; a line 215.94 feet south of West Huron Street; a line 126.34 feet west of North Peoria Street; a line 245.04 feet south of West Huron Street; North Sangamon Street; the alley next south of and parallel to West Huron Street; the alley next southwesterly of North Sangamon Street; the alley next southwesterly of West Huron Street; a line 151.5 feet west of North Sangamon Street; West Huron Street; and North Sangamon Street,

to the designation of Residential-Business Planned Development No. 356, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential-Business Planned Development No. 356, As Amended,*

*Plan Of Development*

*Statements.*

1. The area delineated herein as a Residential and Business Planned Development is

owned by the American National Bank as Trustee under Trust No. 58181. It is to be developed by River West Development, Limited.

2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Ingress and egress to such off-street facilities shall be from North Sangamon Street, West Huron Street and North Peoria Street.
3. All applicant official reviews, approvals or permits are required to be obtained by the purchasers or their successors, assignees or grantees.
4. Any dedication or vacation of streets and alleys, or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of purchasers or their successors, assignees or grantees. It is contemplated that the north/south alley parallel and west of North Sangamon Street will be vacated. It is also anticipated that North Sangamon Street within the area of the Planned Development will be closed to street traffic (except for emergency vehicles) and the area be developed as a public square.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. The following uses shall be permitted within the area delineated herein as Residential and Business Planned Development: General merchandise and retail uses as related to a B-4 Restricted Service District (exclusive of any principal activity of permanent outdoor storage and auto service station uses).
7. Identification signs may be permitted within the area delineated herein as Residential and Business Planned Development, subject to the review and approval of the Department of Buildings and the Department of Planning. There shall be no advertising signs.
8. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Residential and Business Planned Development, and illustrates that the development of such area shall be in general compliance with the business district classifications and with the intent and purpose of the Chicago Zoning Ordinance.

9. The Plan of Development hereto attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

[Drawing attached to this Plan of Development printed on page 1503 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential-Business Planned Development No. 356, As Amended.*

*Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	F.A.R.	Percent Of Land Coverage
Sq. Ft.	Acres			
115,619*	2.65	364 residential units and related commercial, business, with off-street parking and loading	3.6	82.5%

Gross Site Area -- Net Site Area: 2.65 Acres + Area in Public  
Right of Way (0.18 Acres) =  
2.83 Acres

Number of Off-Street Loading  
Spaces: 2 spaces (10 feet x 25 inches) for new  
construction

\*Includes 2,450 feet of public alley to be vacated.



Maximum Commercial Space: 38,000 square feet

Minimum Number of Parking Spaces: 262

Periphery Setbacks at Property Lines:

Existing Building	0 feet	
Proposed Building		0 feet

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*Reclassification Of Area Shown On Map No. 2-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-6 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by

West Harrison Street; South Wells Street; West Polk Street; and the Chicago River,

to those of a Business Planned Development which is hereby established in the area described above, and subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and no others.

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

Plan of Development attached to this ordinance reads as follows:

*Plan Of Development*

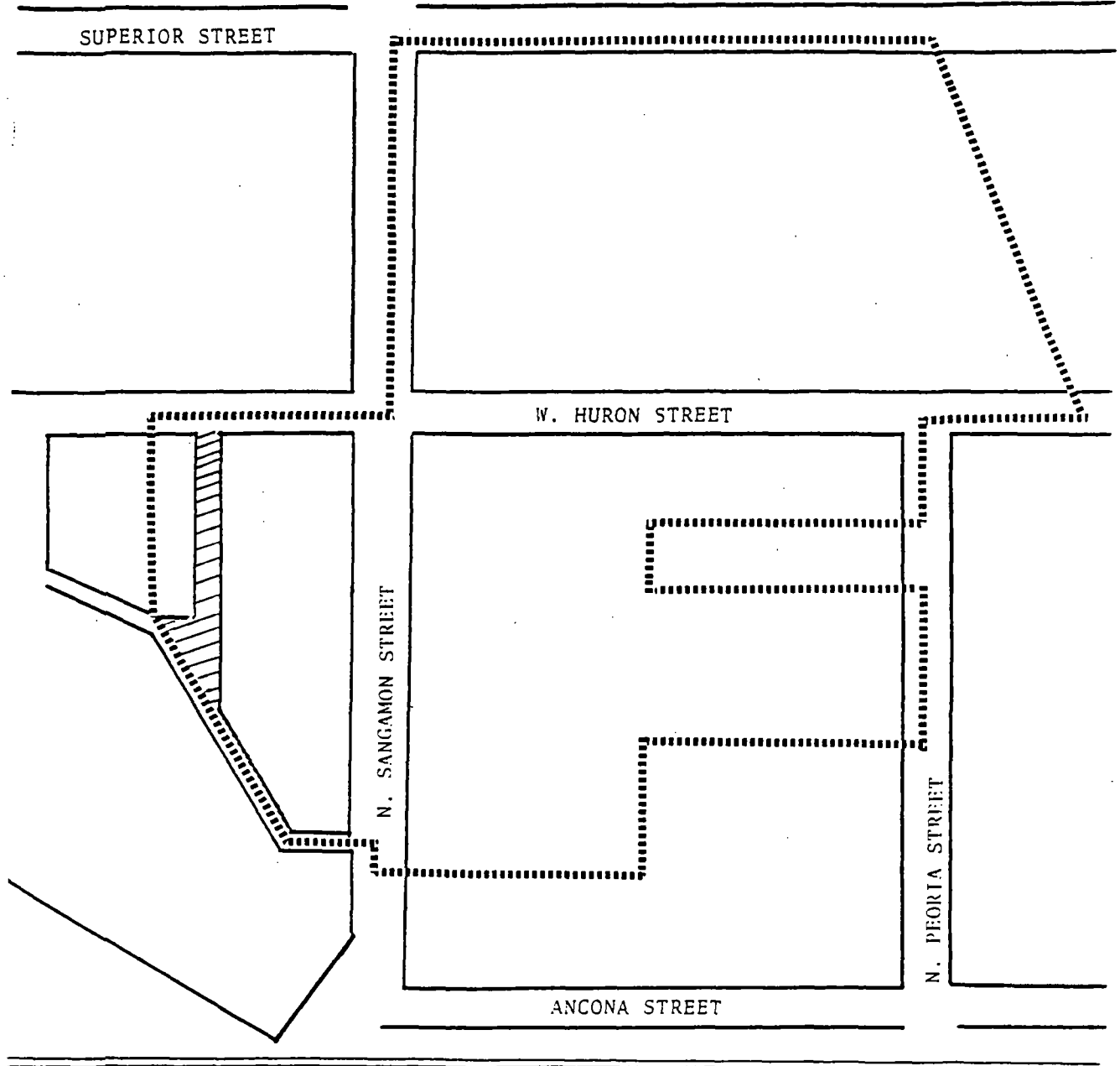
*Statements.*


1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately 374,100 square feet, more or less, or 8.6


(Continued on page 1504)

# River West Development, Ltd.

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT 356, AS AMENDED



PROPOSED DEVELOPMENT BOUNDARY = 

ALLEY PROPOSED TO BE VACATED = 

(Continued from page 1502)

acres of real property bounded by: West Harrison Street; South Wells Street; West Polk Street; and the Chicago River, (the "Property"), as identified in the drawing attached hereto entitled "Property Line and Planned Development Boundary Map". The applicant is Franklin Point, Incorporated, One James Center, Richmond VA 23219. The property is owned by applicant.

The applicant is seeking permission to construct and operate an interim surface parking lot. The lot will accommodate approximately 800 vehicles. In addition to the paved parking area, new improvements, generally consistent with the site plan dated April 13, 1989, to be constructed on the property include: attendant booths, landscaping and guardrails surrounding the lot, four new driveways permitting access from Harrison, Wells and Polk Streets, adequate lighting, interior pedestrian walks, pathways and an intermediate pedestrian access to South Wells Street. The applicant shall submit a schedule for annual maintenance of the landscaping as part of its Part II application.

2. The parking lot will be used for the parking of passenger cars, light vans and pick-up trucks. No heavy commercial trucks shall be parked upon said lot at any time.
3. Adequate drainage shall be provided as to permit run-off to flow to an established City of Chicago sewer.
4. Adequate lighting shall be provided at all times.
5. The applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.
6. Any dedication or vacation of streets or alleys or easements or any adjustments of the right-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval of the City Council. The applicant acknowledges that the City of Chicago is contemplating long-term roadway improvements in the vicinity of the Project site, which may require the widening of Wells, Harrison and/or Polk Streets.
7. The permitted uses of the property are set forth in the attached Table of Controls.
8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning. The cost of any additional traffic control device necessitated at Harrison and Franklin entirely by this use shall be paid by the applicant.

9. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.
10. Business identification shall be permitted within the Planned Development subject to the restrictions of the C3-6 Commercial- Manufacturing District. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals.
11. The zoning classification of the subject property shall revert to a C3-6 Commercial-Manufacturing District, following a period of five (5) years from the adoption of the ordinance creating this Planned Development, or sooner at the election of the applicant, unless the use is renewed or continued through adoption of a subsequent planned development ordinance.
12. This Plan of Development, consisting of thirteen (13) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of Planning.

[Generalized Land Use Plan, Existing Zoning and Preferential  
Street Map and Property Line Map and Planned  
Development Boundary Map attached to the Plan  
of Development printed on pages 1507  
through 1509 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Business Planned Development**Plan Of Development**Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
Square Feet	Acres			
374,100	8.6	Grade Level Public Non-accessory Parking	.85	85%

Gross Site Area = Net Site Area + Area to remain in the Public Right of Way

Off-Street Parking Spaces: 800

Maximum Floor Area Ratio: .85

Minimum Set-Backs: Harrison Street -- 5 feet  
Wells Street -- 5 feet  
Polk Street -- 5 feet  
Chicago River -- 75 feet

Site Coverage: 85%

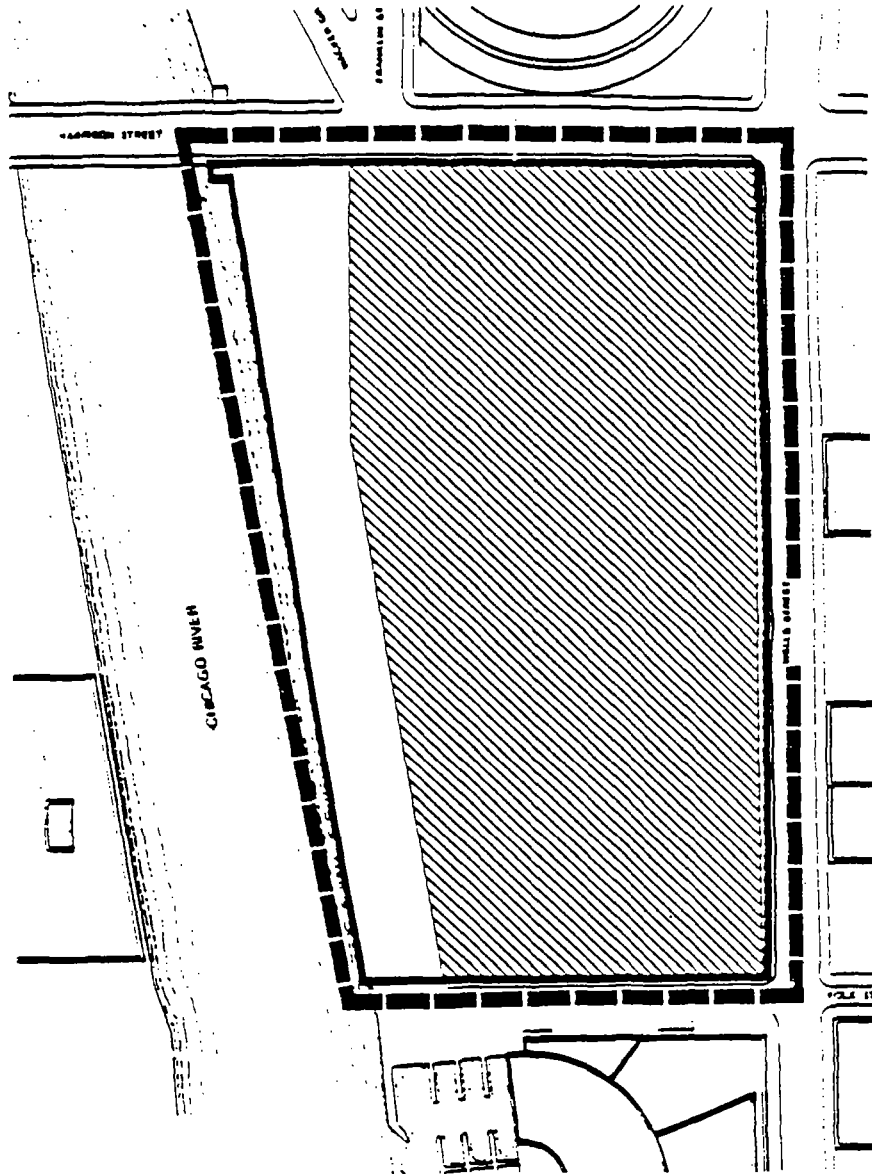
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*Reclassification Of Area Shown On Map No. 2-F.*





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

(Continued on page 1510)

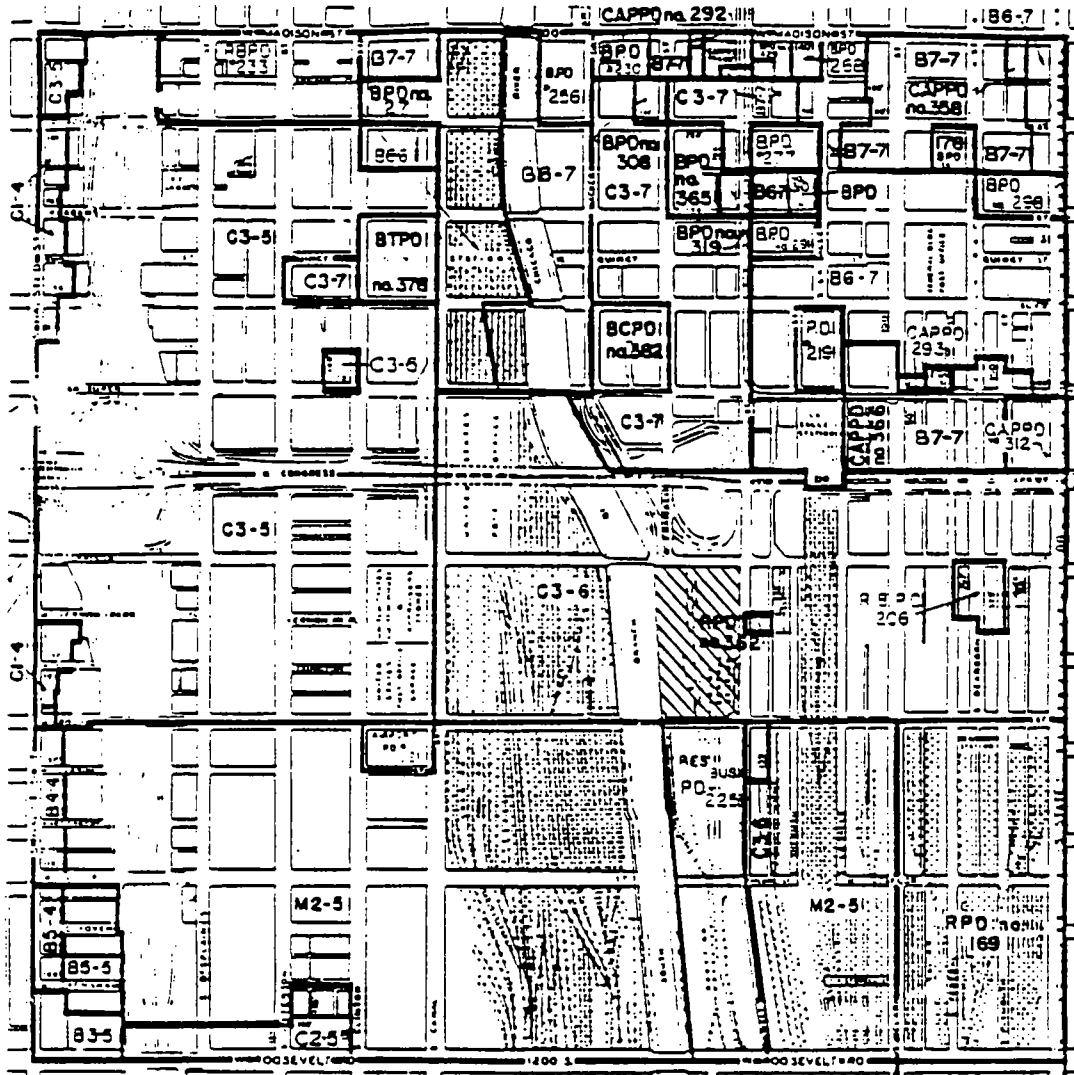
# BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



APPLICANT: Franklin Point, Inc.  
 DATE: January 17, 1989

-  PROPERTY LINE
-  PLANNED DEVELOPMENT BOUNDARY
-  PARKING
-  VACANT

BUSINESS PLANNED DEVELOPMENT  
EXISTING ZONING AND PREFERENTIAL STREET MA



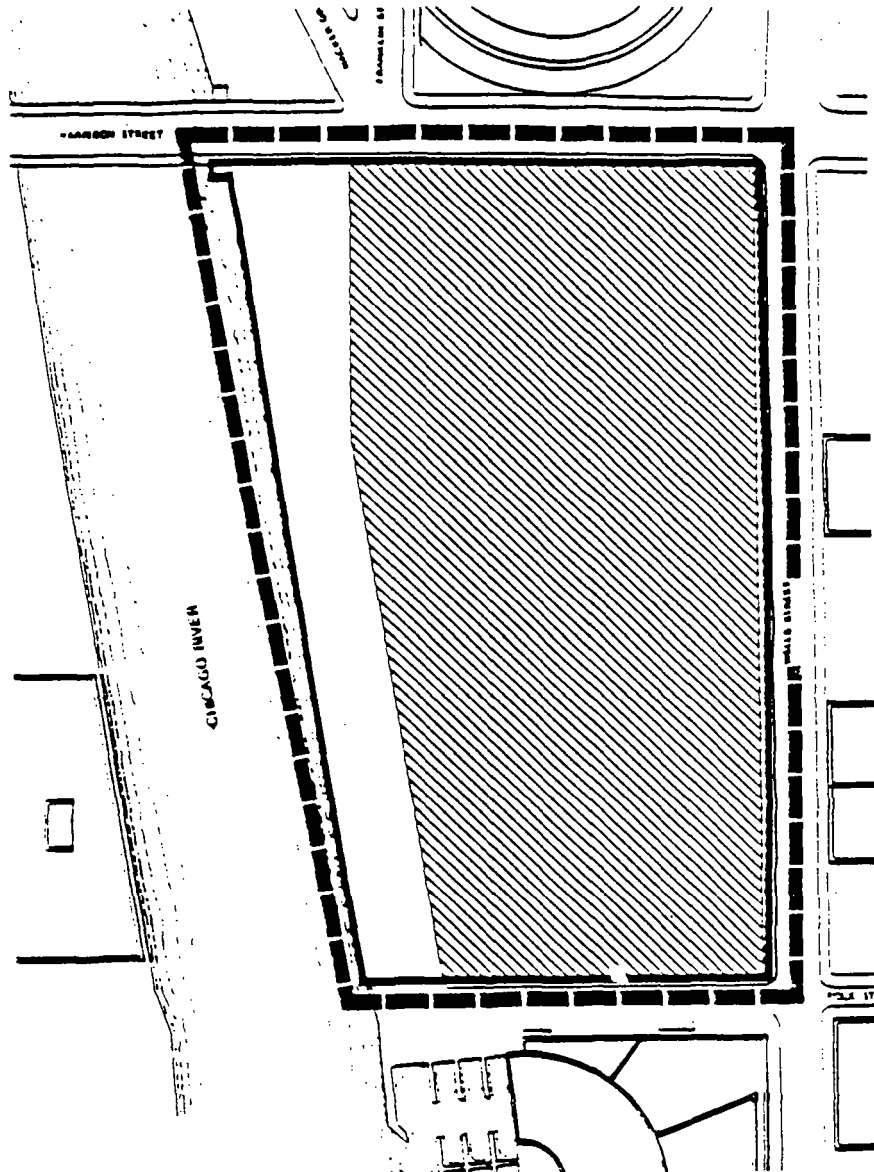
APPLICANT: Franklin Point, Inc.

DATE: January 17, 1989



SUBJECT PROPERTY

BUSINESS PLANNED DEVELOPMENT  
PROPERTY LINE AND  
PLANNED DEVELOPMENT  
BOUNDARY MAP



APPLICANT: Franklin Point, Inc.

DATE: January 17, 1989

————— PROPERTY LINE  
————— PLANNED DEVELOPMENT  
BOUNDARY



(Continued from page 1506)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-6 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by

a line 111 feet north of and parallel to West Polk Street; the alley next east of and parallel to South Wells Street; a line 210.46 feet north of and parallel to West Polk Street; South Financial Place; West Polk Street; and South Wells Street,

to those of a Commercial-Residential Planned Development which is hereby established in the area described above, and subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and no others.

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

Plan of Development attached to this ordinance reads as follows:

*Commercial-Residential Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The area delineated herein as Commercial-Residential Planned Development (the "Planned Development") consists of approximately 32,789 square feet of real property exclusive of right-of-ways, which is depicted in the Property Line Map and is owned or controlled by the applicant, the Joram Company, 225 West Ohio Street, Chicago, Illinois 60610.
2. The applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
4. The following uses shall be permitted within the Planned Development: Commercial, Retail, Residential, Live/Work, Related Uses and Parking, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.
5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.
6. The height restriction of the development and any appurtenance attached hereto shall be subject to:
  - (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and
  - (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council; and
  - (3) Height limitations as approved by the Federal Aviation Agency, pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.
7. Off-street parking and loading facilities will be provided on a staged basis in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning, the Bureau of Traffic Engineering and Operations, the Chicago Plan Commission and the City Council Committee on Zoning.
8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Zoning. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals.

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

[Generalized Land Use Plan, Existing Zoning and Preferential Street Map and Property Line and Planned Development Boundary Map attached to the Plan of Development printed on pages 1514 through 1516 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Commercial-Residential Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
Sq. Ft.	Acres			
32,789	.75	Commercial, retail,	6.09	75%

Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
	140 residential and/ or live/work units, related uses and parking		

Gross Site Area = Net Site Area plus Area of Public Right-of-Way.

51,075.77 square feet (1.17 Acres) = 32,788.92 square feet (.75 Acres) + 18,286.85 square feet (.42 Acres)

Minimum Off-Street Parking Spaces: 37

Maximum Off-Street Parking Spaces: 60\*

Minimum Off-Street Loading Berths: 1

Maximum Floor Area Ratio: 6.09

Minimum Setbacks: None

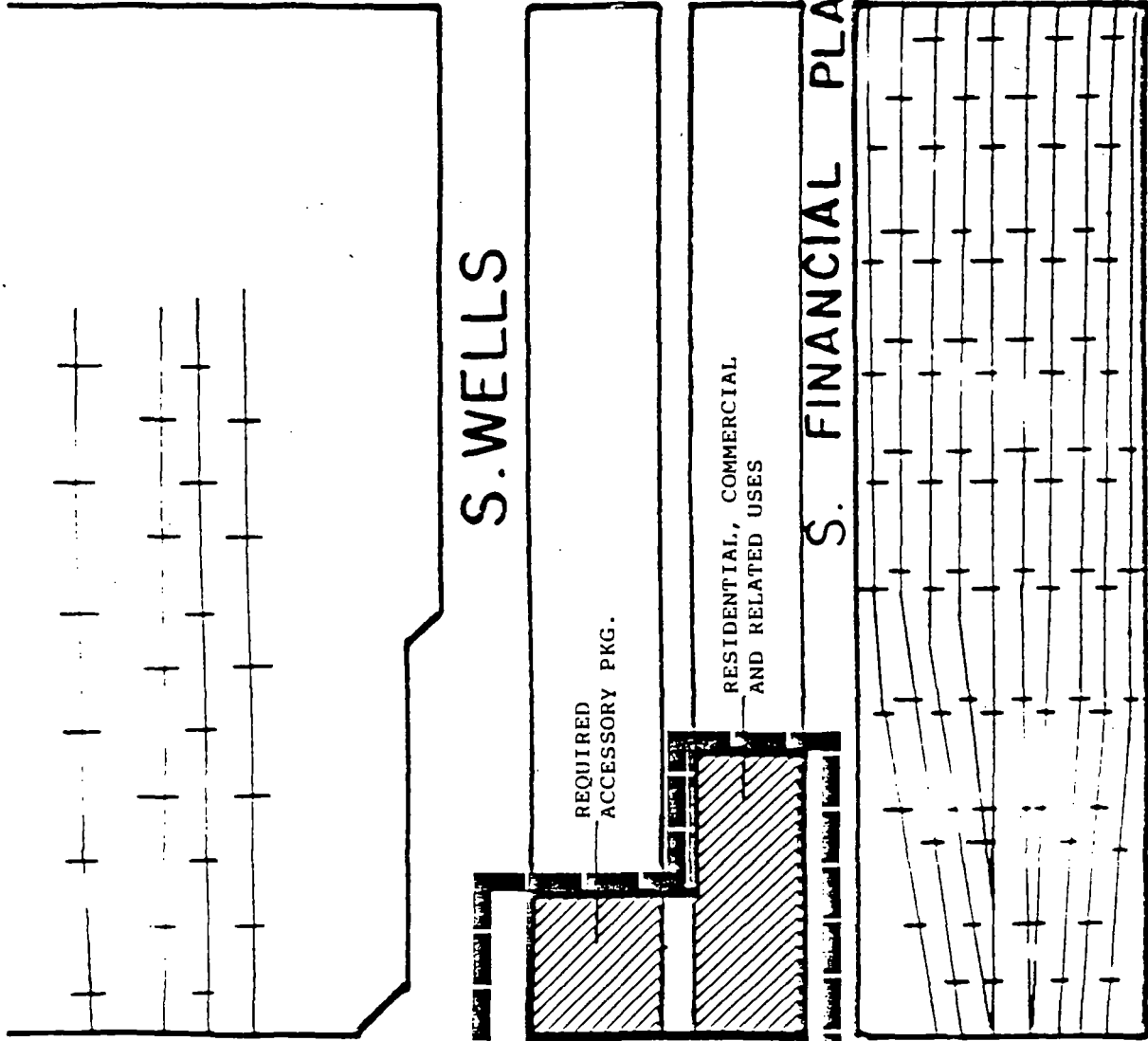
Maximum Site Coverage: 75%

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\* Required parking will be provided on a staged basis with a minimum of 37 spaces at the commencement of the use and a maximum of 60 spaces or a lesser amount no later than four years after the effective date of this ordinance, to be determined by the Commissioner of Planning with the approval of the Chicago Plan Commission and the City Council Committee on Zoning. If it is determined that an additional number of parking spaces above the minimum required by this planned development is required, such additional parking spaces may be provided with off-site leased spaces within a 1,000-foot radius of the site area.

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
GENERALIZED LAND USE PLAN

W.HARRISON



S. WELLS

S. FINANCIAL PLACE

S. LA SALLE

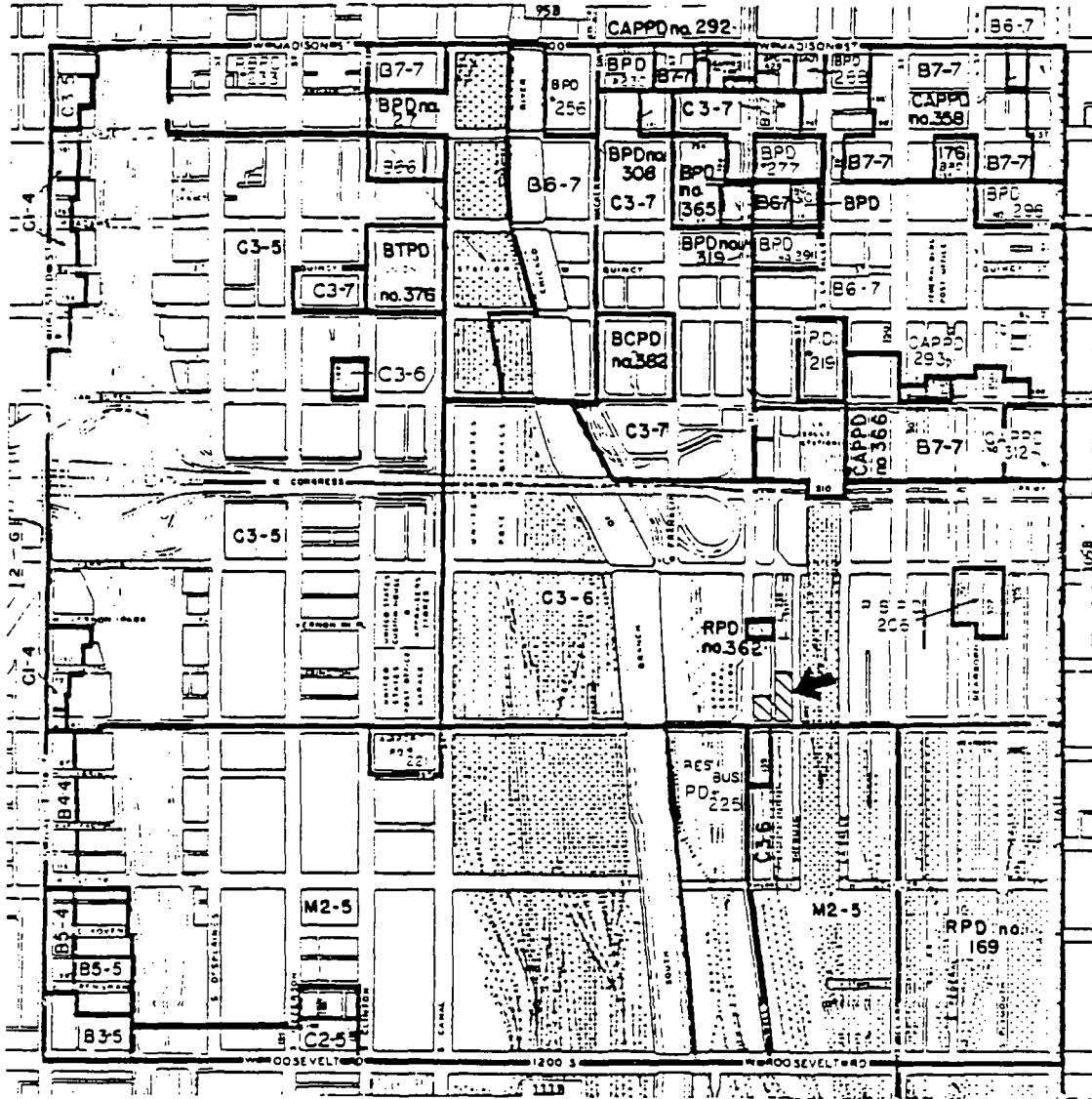
W.POLK

APPLICANT: The Joram Company  
225 West Ohio Street  
Chicago, Illinois 60610

DATE: February 15, 1989

————— PROPERTY LINE  
 - - - - - PLANNED DEVELOPMENT BOUNDARY

# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET MAP



APPLICANT: The Joram Company  
 225 West Ohio Street  
 Chicago, Illinois 60610

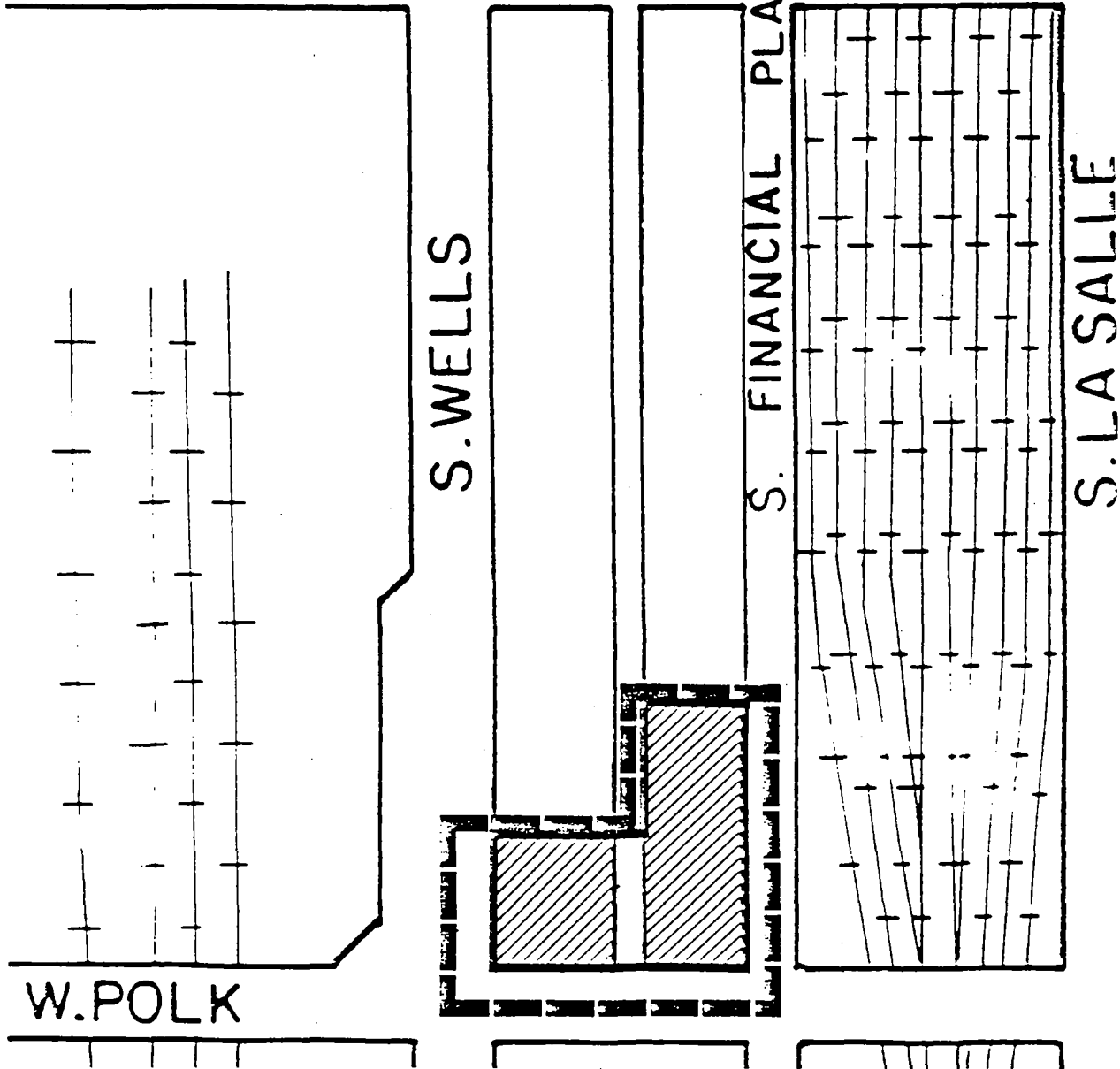
DATE: February 15, 1989



SUBJECT PROPERTY

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PROPERTY LINE AND PLANNED DEVELOPMENT  
BOUNDARY MAP

W.HARRISON



W.POLK

APPLICANT: The Joram Company  
225 West Ohio Street  
Chicago, Illinois 60610

DATE: February 15, 1989

————— PROPERTY LINE  
- - - - - PLANNED DEVELOPMENT  
BOUNDARY

*Reclassification Of Area Shown On Map No. 2-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-H in area bounded by

West Polk Street; South Oakley Boulevard; a line 62.0 feet south of and parallel to West Polk Street; the alley next west of and parallel to South Oakley Boulevard,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 3-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial and R4 General Residence District symbols and indications as shown on Map No. 3-F in area bounded by

a line 114.98 feet long (as measured along North Mohawk Street); a line 161.69 feet long northwest of and parallel to North Schick Place starting at a point 114.98 feet from North Clybourn Avenue (as measured along North Mohawk Street) to a point that is 242.78 feet northeast of North Clybourn Avenue (as measured along North Schick Place) and 242 feet northwest of (or perpendicular to) North Schick Place if extended; a line 242.78 feet northeast of and parallel to North Clybourn Avenue; a line 106 feet northwest of and parallel to North Schick Place; a line 185.70 feet northeast of and parallel to North Clybourn Avenue; North Schick Place; a line 157.16 feet northeast of and parallel to North Clybourn Avenue; a line 106 feet northwest of and parallel to North Schick Place; and North Clybourn Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.



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

---

*Reclassification Of Area Shown On Map No. 3-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 3-H in the area bounded by

West Rice Street; a line 140.67 feet west of North Hoyne Avenue; a line 145.12 feet south of West Rice Street; and a line 292.05 feet west of North Hoyne Avenue,

to those of an R6 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 5-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in area bounded by

a line 255.27 feet south of and parallel to West Fullerton Avenue; North Wayne Street; a line 279.27 feet south of and parallel to West Fullerton Avenue; and the alley next west of and parallel to North Wayne Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 5-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by

West Fullerton Avenue; a line 159.50 feet east of the intersection of West Fullerton Avenue and North Elston Avenue; a line 59.85 feet south of West Fullerton Avenue; the alley next east of North Elston Avenue; a line perpendicular to North Elston Avenue at a point 225 feet southeast of the intersection of West Fullerton Avenue and North Elston Avenue as measured along the northeast line of North Elston Avenue; and North Elston Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map 6-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-F in the area bounded by

a line 50 feet south of and parallel to West 30th Street; the alley next east of and parallel to South Shields Avenue; the alley next south of and parallel to West 30th Street; and South Shields Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 6-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-F in the area bounded by

West 23rd Street; a line 150 feet west of and parallel to South Wentworth Avenue; the alley next south of and parallel to West 23rd Street and a line 200 feet west of and parallel to South Wentworth Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map 6-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 6-H in the area bounded by

a line 72.25 feet south of and parallel to West 23rd Place; the alley next east of and parallel to South Western Avenue; a line 236.25 feet south of and parallel to West 23rd Place; and South Western Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 9-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by

West School Street; a line 211.00 feet west of North Hoyne Avenue; the alley next south of West School Street; and a line 236.00 feet west of North Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 9-P.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 9-P in area bounded by

the alley next northwest of and parallel to West Forest Preserve Drive; a line 125 feet long starting at a point 31.01 feet northeast of North Pioneer Avenue (as measured

along the south line of the alley next northwest of and parallel to West Forest Preserve Drive) to a point 106.66 feet northeast of the east line of North Pioneer Avenue (as measured along the north line of West Forest Preserve Drive), West Forest Preserve Drive; and North Pioneer Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 15-H.  
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 15-H in the area bounded by

the alley next south of and parallel to West Devon Avenue or the line thereof if extended where no alley exists; North Hoyne Avenue; a line 662.5 feet south of West Devon Avenue; and a line 300 feet west of North Hoyne Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 16-D.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 16-D in the area bounded by

East 64th Street; the alley next east of and parallel to South Cottage Grove Avenue; a line 182.95 feet south of and parallel to East 64th Street; and South Cottage Grove Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 20-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 20-E in the area bounded by

East 81st Street; South Prairie Avenue; East 82nd Street; and South Indiana Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential Planned Development No.* \_\_\_\_\_

*Statements.*

1. The area delineated herein as "Residential Planned Development" is owned by American National Bank, Trustee, under Trust Number 105403 which has Mr. Dempsey J. Travis as sole beneficiary.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees.
5. Service drives or any other ingress or egress lanes shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of townhouse type attached single-family housing and related parking.
7. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. The Plan of Development, hereby attached, shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments", as promulgated by the Commissioner of Planning.

[Generalized Land Use Plan, Property Line Map and  
Right-of-Way Adjustments attached to the Plan  
of Development printed on pages 1526  
through 1527 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Residential Planned Development No. \_\_\_\_\_

*Planned Development*

*Use And Bulk Regulations And Data.*

Net Site Area	General Description Of Land Use	Number Of Dwelling Units	Maximum Floor Area Ratio	Maximum Percent Of Land Covered
Sq. Ft. Acres				
<u>204,330</u> 4.69	Townhomes and related parking	52	0.5	40%

Gross Site Area = Net Site Area, 204,330 square feet (4.69 acres) + Area of Public Streets, 89,050 square feet (2.04 acres) = 293,380 square feet (6.73 acres).

Maximum Permitted F.A.R. for Total Net Site Area = 0.5.

Parking: Minimum number of off-street parking spaces = 1 space for each dwelling unit = 52 spaces.

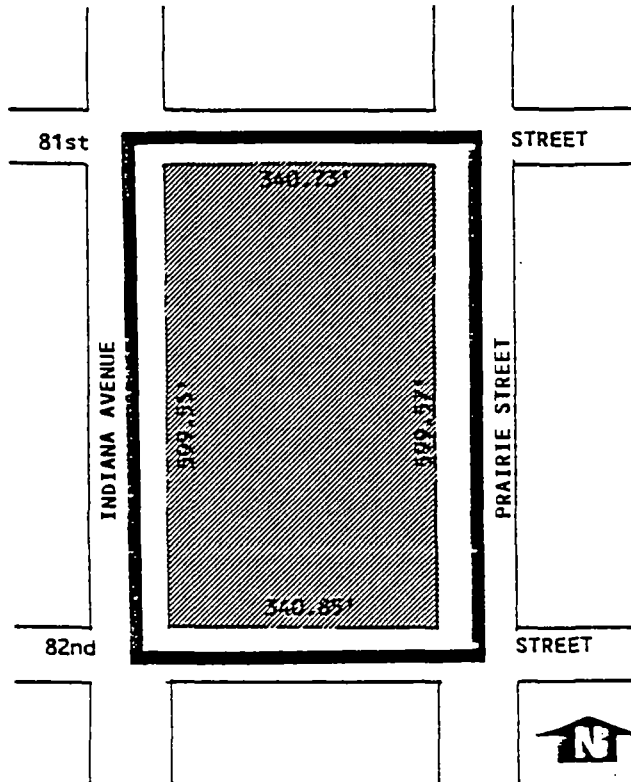
Maximum Percent of Land Covered = 40%.

Minimum Setbacks: Peripheral streets: 15 feet.

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.



RESIDENTIAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
GENERALIZED LAND USE PLAN



LEGEND:

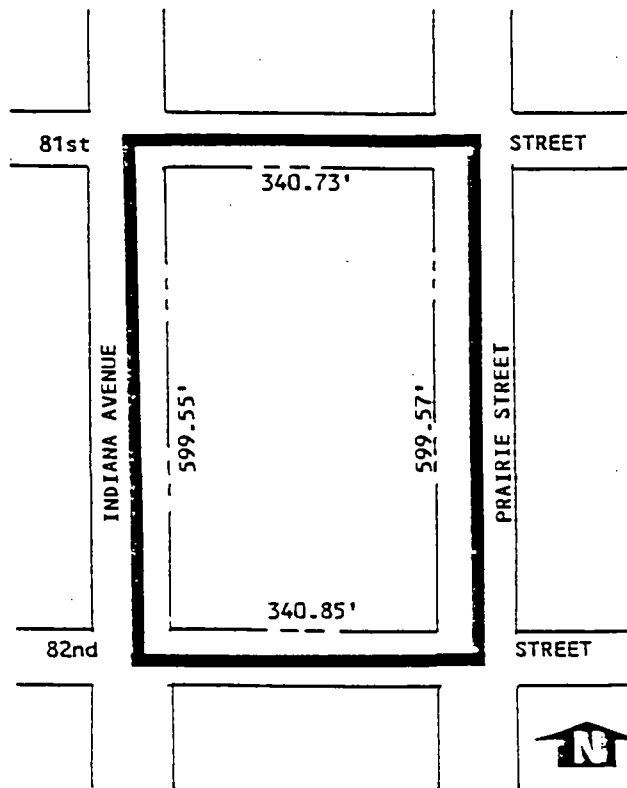
-  PLANNED DEVELOPMENT BOUNDARY
-  Townhouse type attached single family housing and related parking.

APPLICANT: Dempsey J. Travis

ADDRESS: 8101-8159 S. Indiana Avenue

DATE:

RESIDENTIAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



LEGEND:

———— PLANNED DEVELOPMENT BOUNDARY

----- PROPERTY LINE

No adjustments of rights-of-way are planned.

APPLICANT: Dempsey J. Travis

ADDRESS: 8101-8159 S. Indiana Avenue

DATE:

*Reclassification Of Areas Shown On Map No. 22-C.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing and M2-2 General Manufacturing District symbols and indications as shown on Map No. 22-C in the area bounded by

a line 203 feet north of and parallel to East 95th Street; a line 536 feet west of and parallel to South Jeffery Avenue; East 95th Street; a line 1,491.28 feet west of South Jeffery Avenue; a line 483.69 feet long starting at a point 47.92 feet north of East 95th Street and 1,491.28 feet west of South Jeffery Avenue to a point 1,965.78 feet west of South Jeffery Avenue and 139.39 feet north of East 95th Street; a line 1,965 feet west of and parallel to South Jeffery Avenue; a line 170 feet north of and parallel to East 95th Street; a line 2,053.61 feet west of and parallel to South Jeffery Avenue; and a line 203 feet north of and parallel to East 95th Street,

to the designation of a C3-1 Commercial-Manufacturing District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C3-1 Commercial-Manufacturing District symbols and indications as shown on Map No. 22-C in the area bounded by

a line 203 feet north of and parallel to East 95th Street; a line 536 feet west of and parallel to South Jeffery Avenue; East 95th Street; a line 1,491.28 feet west of South Jeffery Avenue; a line 483.69 feet long starting at a point 47.92 feet north of East 95th Street and 1,491.28 feet west of South Jeffery Avenue to a point 1,965.78 feet west of South Jeffery Avenue and 139.39 feet north of East 95th Street; a line 1,965 feet west of and parallel to South Jeffery Avenue; a line 170 feet north of and parallel to East 95th Street; a line 2,053.61 feet west of and parallel to South Jeffery Avenue; and a line 203 feet north of and parallel to East 95th Street,

to the designation of a Commercial-Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Commercial-Business Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The area delineated herein as "Business Planned Development" is controlled pursuant to options to purchase said property. The actual developer of the Planned Development shall be First National Realty and Development Company, Incorporated.
2. The applicant, or its successors, or grantees shall obtain all official reviews, approvals, licenses and/or permits.
3. The following uses shall be permitted within the area delineated herein as Business Planned Development: grocery store, home improvement store, various hard and soft goods retail and service type business uses, restaurants, parking and related other uses.
4. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated as Business Planned Development. Such data indicates that the development shall be in general compliance with the C3-1 Commercial- Manufacturing District classification, as well as the intent and purpose of the Chicago Zoning Ordinance.
5. Accessory and/or outlet buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings.
6. Off-street parking and loading facilities shall be provided in compliance with this plan of development reflected in the submitted site plan.
7. Any dedication or vacation of streets and alleys or easements or grants of privilege or any adjustments of rights-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees.
8. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works in

compliance with the Municipal Code of Chicago to provide ingress and egress lanes, if required, shall be adequately designed and paved in compliance with the City of Chicago Municipal Code. There shall be no parking within such emergency lanes.

9. All peripheral landscaping along 95th Street will correspond with the submitted landscape plan dated April 13, 1989.
10. Business and business identification signs may be permitted within the area delineated herein as Business Planned Development. Temporary signs such as construction and marketing signs may be utilized as reasonably required.
11. This Plan of Development is applicable to the area delineated herein and these and no other controls shall apply to the delineated area.
12. This Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in force on the date of this application.
13. All applicable permits required by the Army Corps of Engineers, I.E.P.A., Illinois Department of Transportation and other relevant state and federal agencies regarding state roads, wetlands and related environmental issues shall be in place prior to Part II approval by the Commissioner of the Department of Planning.

[Generalized Land Use Plan, Existing Zoning and Preferential Street  
Map and Property Line Map and Right-of-Way Adjustments  
attached to the Plan of Development printed  
on pages 1532 through 1534 of this  
Journal.]

Table of Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Commercial-Business Planned Development No. \_\_\_\_\_

*Table Of Use And Bulk Regulations And Data.*

Net Site Area	Net Building Area Sq. Ft.	Generalized Description Of Permitted Uses	Actual F.A.R.	Percentage Of Coverage
<u>Sq. Ft.</u> Acres				
<u>193,902</u> 4.45	75,000	Food stores, drug stores, banks, retail establishments, restaurants, retail liquor stores, offices, business and professional uses, wholesale establishments, drive-in establishments, parking and related uses	0.3868	38.68%

Gross Site Area = Net Site Area: 4.45 acres plus Existing Rights of Way: 1.10 acres = 5.55 acres.

Maximum Permitted F.A.R. for Total Net Site Area: 38.68% of coverage.

Off-Street Parking:

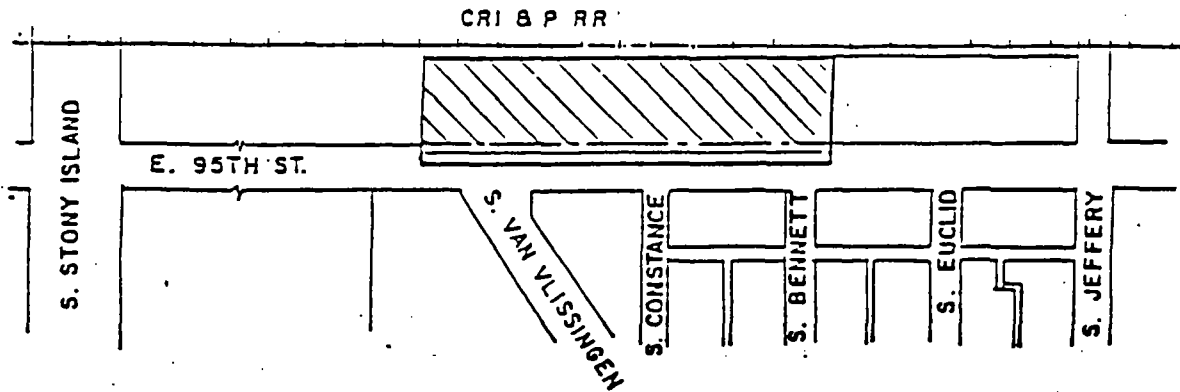
Minimum required: estimated at 76 required spaces.

Estimated provided: 196 spaces, including two percent handicapped.




Off-Street Loading: per C3-1 requirements.

Setback: 15 feet from 95th Street.

COMMERCIAL - BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
 GENERALIZED LAND USE PLAN



LEGEND

-  PLANNED DEVELOPMENT BOUNDARY
-  PROPERTY LINE
-  SEE STATEMENT FOR LIST OF ALL PERMITTED USES

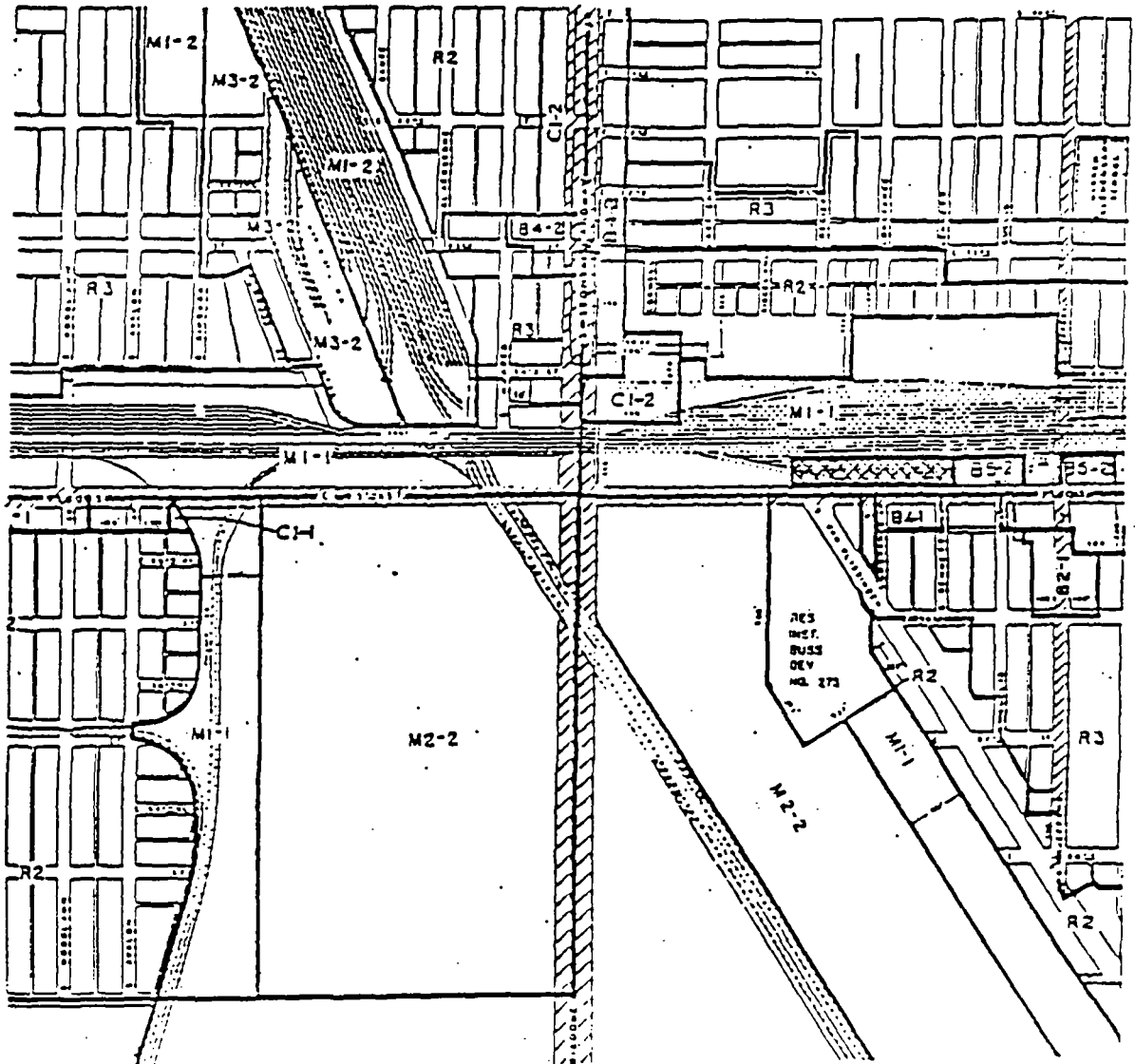
THE FOLLOWING USES SHALL BE PERMITTED WITHIN AREA DELINEATED HEREIN AS BUSINESS PLANNED DEVELOPMENT:  
 Grocery Store, Home Improvement Store, various hard and soft good Retail and Service Type business uses,  
 Restaurants, Parking and related other uses.

APPLICANT: J & N Limited Partnership, an Illinois Limited Partnership


ADDRESS: 415 North LaSalle Street, Suite 700, Chicago, IL 60610


DATE: February 21, 1989 (Revised - April 13, 1989)

COMMERCIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
 EXISTING ZONING AND PREFERENTIAL STREET MAP



LEGEND

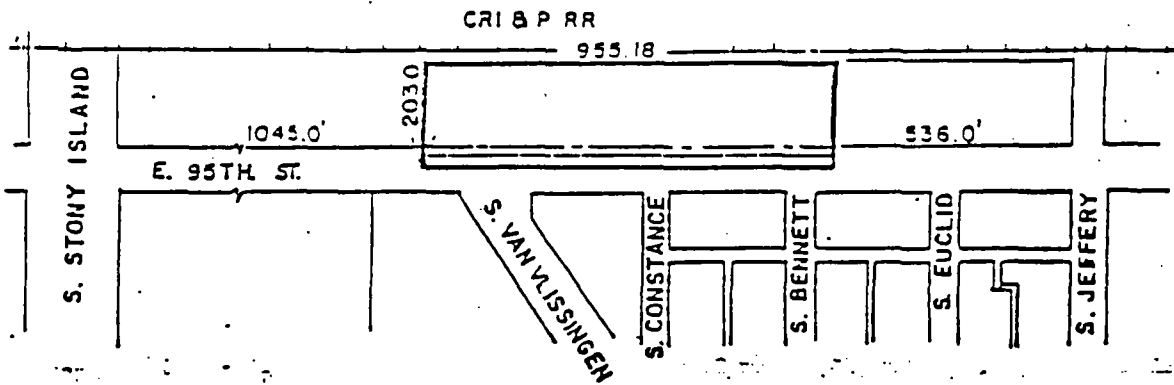
 PREFERENTIAL STREETS

 PLANNED DEVELOPMENT

APPLICANT: J & L Limited Partnership, an Illinois Limited Partnership  
 ADDRESS: 415 North LaSalle Street, Suite 700, Chicago, IL. 60610  
 DATE: February 21, 1989 (Revised - April 13, 1989)



COMMERCIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



LEGEND

———— PLANNED DEVELOPMENT BOUNDARY

- - - - PROPERTY LINE

734.00' DIMENSIONS IN FEET

APPLICANT: J & N Limited Partnership, an Illinois Limited Partnership

ADDRESS: 415 North LaSalle Street, Suite 700, Chicago, IL 60610

DATE: February 21, 1989 (Revised - April 13, 1989)

*Reclassification Of Area Shown On Map No. 22-C.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 22-C in area bounded by

a line 203 feet north of and parallel to East 95th Street; a line 400 feet west of South Paxton Avenue; East 95th Street; and a line 916.97 feet west of and parallel to South Paxton Avenue,

to those of a B5-1 General Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 24-C.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 and M2-2 Restricted Manufacturing and General Manufacturing District symbols and indications as shown on Map No. 24-C whose lineal boundaries are described as follows:

East 95th Street; a line 1,088.16 feet east of the center line of South Stony Island Avenue; a line from a point 1,088.16 feet east of the center line of South Stony Island Avenue and 966.05 feet south of East 95th Street to a point 672.11 feet east of the east right-of-way line of the Chicago and Western Indiana Railroad and 1,091.96 feet south of East 95th Street; a line 1,091.96 feet south of East 95th Street; the east right-of-way line of the Chicago and Western Indiana Railroad; and South Stony Island Avenue,

to a designation of a C3-1 Commercial-Manufacturing District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C3-1 Commercial-Manufacturing District symbols and indications as shown on Map No. 24-C in the area bounded by the above described lineal boundaries to the designation of a Commercial-Business Planned Development which is hereby established in the area above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Commercial-Business Planned Development No.*

*Plan Of Development*

*Statements.*

1. The area delineated herein as Business Planned Development is controlled pursuant to options to purchase said property. The actual developer of the Planned Development shall be First National Realty and Development Company, Inc.
2. The applicant or its successors, or grantees shall obtain all official reviews, approvals, licenses and/or permits.
3. The following uses shall be permitted within the area delineated herein as Business Planned Development: grocery stores, home improvement stores, various hard and soft goods retail and service type business uses, restaurant parking and related other uses.
4. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated as Business Planned Development. Such data indicates that the development shall be in general compliance with the C3-1 Commercial- Manufacturing District classification, as well as the intent and purpose of the Chicago Zoning Ordinance.

5. Accessory and/or outlet buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings.
6. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development reflected in the submitted site plan.
7. Any dedication or vacation of streets and alleys or easements or grants of privilege or any adjustments of rights-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees.
8. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works in compliance with the Municipal Code of Chicago to provide ingress and egress lanes, if required shall be adequately designed and paved in compliance with the City of Chicago Municipal Code. There shall be no parking within such emergency lanes.
9. A private benefit traffic signal on 95th Street will be provided by the applicant subsequent to review and approval by the Department of Public Works.
10. Subject to Illinois Department of Transportation approval, applicant will provide all necessary widening of 95th Street to allow for left turn channelization associated with this project.
11. Business and business identification signs may be permitted within the area delineated herein as Business Planned Development. Temporary signs such as construction and marketing signs may be utilized as reasonably required.
12. This Plan of Development is applicable to the area delineated herein and these and no other controls shall apply to the delineated area.
13. All applicable permits required by the Army Corps of Engineers, I.E.P.A., Illinois Department of Transportation and other relevant state and federal agencies regarding state roads, wetlands and related environmental issues shall be in place prior to Part II approval by the Commissioner of the Department of Planning.
14. All landscaping, fencing and other pedestrian improvements shall be in substantial compliance with the submitted landscape plan dated April 13, 1989.
15. This Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in force on the date of this application.

[Generalized Land Use Plan, Existing Zoning and Preferential Street System Map and Property Line Map and Right-of-Way Adjustments attached to the Plan of Development printed on pages 1546 through 1548 of this Journal.]

Table of Use and Bulk Regulations and Data and Statement of Permitted Uses attached to this Plan of Development reads as follows:

*Commercial-Business Planned Development No. \_\_\_\_\_*

*Table Of Use And Bulk Regulations And Data.*

Net Site Area	Net Building Area Sq. Ft.	Generalized Description Of Permitted Uses	Actual F.A.R.	Percent Of Coverage
<u>Sq. Ft.</u> Acres				
<u>928,220</u> 21.31	244,250	Food stores, drug stores, banks, retail establishments, restaurants, retail liquor stores, offices, business and professional uses, wholesale establishments, drive-in establishments, parking and related uses	0.2631	26.31%

Gross Site Area = Net Site Area: 21.31 acres plus Existing Rights of Way: 5.63 acres = 26.94 acres.

Maximum Permitted F.A.R. for Total Net Site Area: 26.31% of coverage.

Off-Street Parking:

Minimum required: estimated at 521 required spaces.  
Estimated provided: 1,013 spaces, including two percent handicapped.

Off-Street Loading: per C3-1 requirements.

Peripheral Setback:

95th Street -- 25 feet

Stony Island -- 15 feet

East property line -- 40 feet

South property line -- 125 feet

*Commercial-Business Planned Development No. \_\_\_\_\_*

*Statement Of All Permitted Uses.*

General Description Of Permitted Uses:

- A) All retail or service establishments dealing directly with consumers.
- B) All business, commercial and manufacturing establishments, with no restriction of maximum gross floor area.
- C) All activities involving the production, processing, cleaning, servicing, testing or repair of materials, goods or products, in conformance with manufacturing district performance standards.
- D) All establishments of the "drive-in" or "drive-thru" type, offering goods or services directly to the customers.
- E) Specific list of all permitted uses:

- 1) Accessory uses.
- 2) Amusement establishments.
- 3) Antique stores.
- 4) Appliance stores.
- 5) Arcades.
- 6) Art and school supply stores.
- 7) Art galleries.
- 8) Auction rooms.
- 9) Auto accessory stores.
- 10) Auto service stations.
- 11) Bakeries.
- 12) Banks and financial institutions.
- 13) Barber shops.
- 14) Beauty parlors.
- 15) Bicycle sales, rental and repair stores.
- 16) Blueprinting/photostatic establishments.
- 17) Books and stationery stores.
- 18) Camera and photographic supply stores.
- 19) Candy and ice cream stores.
- 20) Carpet and rug stores.
- 21) Caskets and casket supplies.
- 22) Catering establishments.
- 23) China and glassware stores.

- 24) Clothes pressing establishments.
- 25) Clothing and costume rentals.
- 26) Clubs and lodges.
- 27) Coin and philatelic stores.
- 28) Colleges and universities.
- 29) Crematories and mausoleums.
- 30) Currency exchanges.
- 31) Custom dressmaking.
- 32) Day care centers.
- 33) Delicatessens.
- 34) Department stores.
- 35) Drive-in or drive-thru establishments.
- 36) Drug stores.
- 37) Dry cleaning establishments.
- 38) Dry goods stores.
- 39) Dwelling units or lodging rooms.
- 40) Employment agencies.
- 41) Feed stores.
- 42) Fire stations.
- 43) Florist shops and conservatories.
- 44) Food stores and grocery stores.
- 45) Frozen food stores and lockers.



- 46) Funeral parlors, undertaking establishments.
- 47) Furrier shops and storage.
- 48) Furniture stores, including upholstering.
- 49) Garages for storage, repair and servicing of motor vehicles, including body work.
- 50) Garden supply and feed stores.
- 51) Gift shops.
- 52) Greenhouses, retail and wholesale.
- 53) Haberdasheries.
- 54) Hardware stores.
- 55) Hat shops.
- 56) Hobby shops.
- 57) Home improvement stores.
- 58) Ice sales, including vending machines.
- 59) Interior decorating shops.
- 60) Jewelry stores.
- 61) Laboratories -- medical and dental.
- 62) Launderettes -- automatic, self service.
- 63) Laundries, with no limitation of employees.
- 64) Leather goods and luggage stores.
- 65) Liquor stores, packaged goods.
- 66) Loan offices.
- 67) Locksmith shops.

- 68) Meat and poultry markets.
- 69) Medical and dental clinics.
- 70) Medical and orthopedic appliance stores.
- 71) Meeting halls.
- 72) Millinery shops.
- 73) Motor-driven bicycle sales and motor vehicle rental and repair stores.
- 74) Musical instruments, sales and repairs.
- 75) Newspaper distributing and retail sales.
- 76) Offices -- business and professional.
- 77) Office supply stores.
- 78) Off-track betting parlors.
- 79) Optometrists.
- 80) Parking lots, auto.
- 81) Pawn shops.
- 82) Paint and wallpaper stores.
- 83) Pet shops.
- 84) Photography studios.
- 85) Physical culture and health services.
- 86) Picture framing establishments.
- 87) Police stations.
- 88) Post offices.
- 89) Plumbing showrooms and shops.

- 90) Printing establishments.
- 91) Public libraries.
- 92) Radio and TV broadcasting stations.
- 93) Radio and TV computer repair, service and sales shops.
- 94) Recording studios.
- 95) Recreation buildings and community centers.
- 96) Repair and production, consumer goods.
- 97) Restaurants with liquor, including live entertainment and dancing.
- 98) Retail sales for goods produced or displayed on premises.
- 99) Rummage shops and second-hand stores.
- 100) Schools -- commercial or trade.
- 101) Schools -- music, dance or business.
- 102) Sewing machine sales and service.
- 103) Shoe stores, sales and repair.
- 104) Sporting goods stores.
- 105) Storage and warehousing establishments.
- 106) Tailor shops.
- 107) Taxidermists.
- 108) Telegraph offices.
- 109) Telephone exchanges.
- 110) Temporary buildings during construction.
- 111) Theaters.

- 112) Ticket agencies.
- 113) Tire, muffler, oil change, rental and car sales.
- 114) Tobacco shops.
- 115) Toy shops.
  
- 116) Travel bureaus and ticket offices.
- 117) Typewriter and adding machine sales and service.
- 118) Variety stores.
- 119) Umbrella repair shops.
- 120) Wearing apparel shops.
  
- 121) Wholesale establishments.

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*Re-Referred* -- AMENDMENT NUMBER NINE TO CENTRAL  
ENGLEWOOD URBAN RENEWAL PLAN.

The Committee on Zoning submitted a report recommending that the City Council re-refer to the Committee on Housing, Land Acquisition, Disposition and Leases a proposed ordinance approving Amendment No. 9 to the Central Englewood Urban Renewal Plan.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

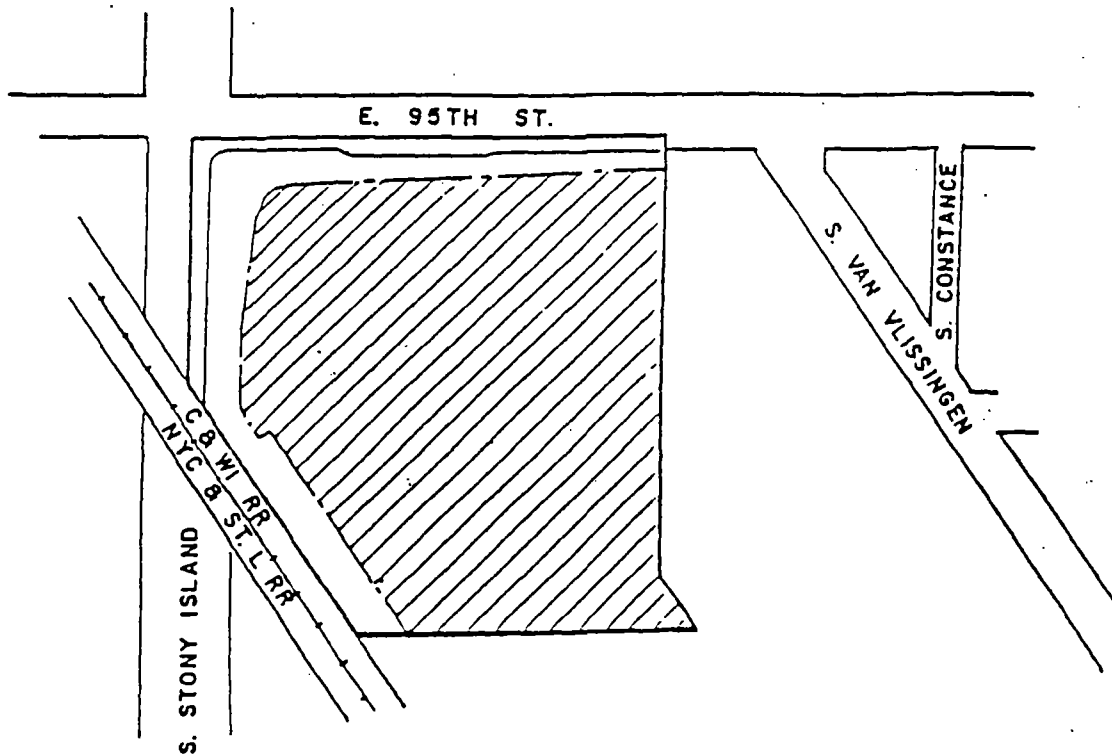
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*Re-Referred* -- AMENDMENT NUMBER THREE TO 69TH-SOUTH  
CHICAGO REDEVELOPMENT PLAN.


The Committee on Zoning submitted a report recommending that the City Council re-refer to the Committee on Housing, Land Acquisition, Disposition and Leases a proposed ordinance approving Amendment No. 3 to the 69th-South Chicago Redevelopment Plan.

(Continued on page 1549)

COMMERCIAL - BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
 GENERALIZED LAND USE PLAN



LEGEND

- PLANNED DEVELOPMENT BOUNDARY  
 - - - - - PROPERTY LINE  
 SEE STATEMENT FOR LIST OF ALL PERMITTED USES

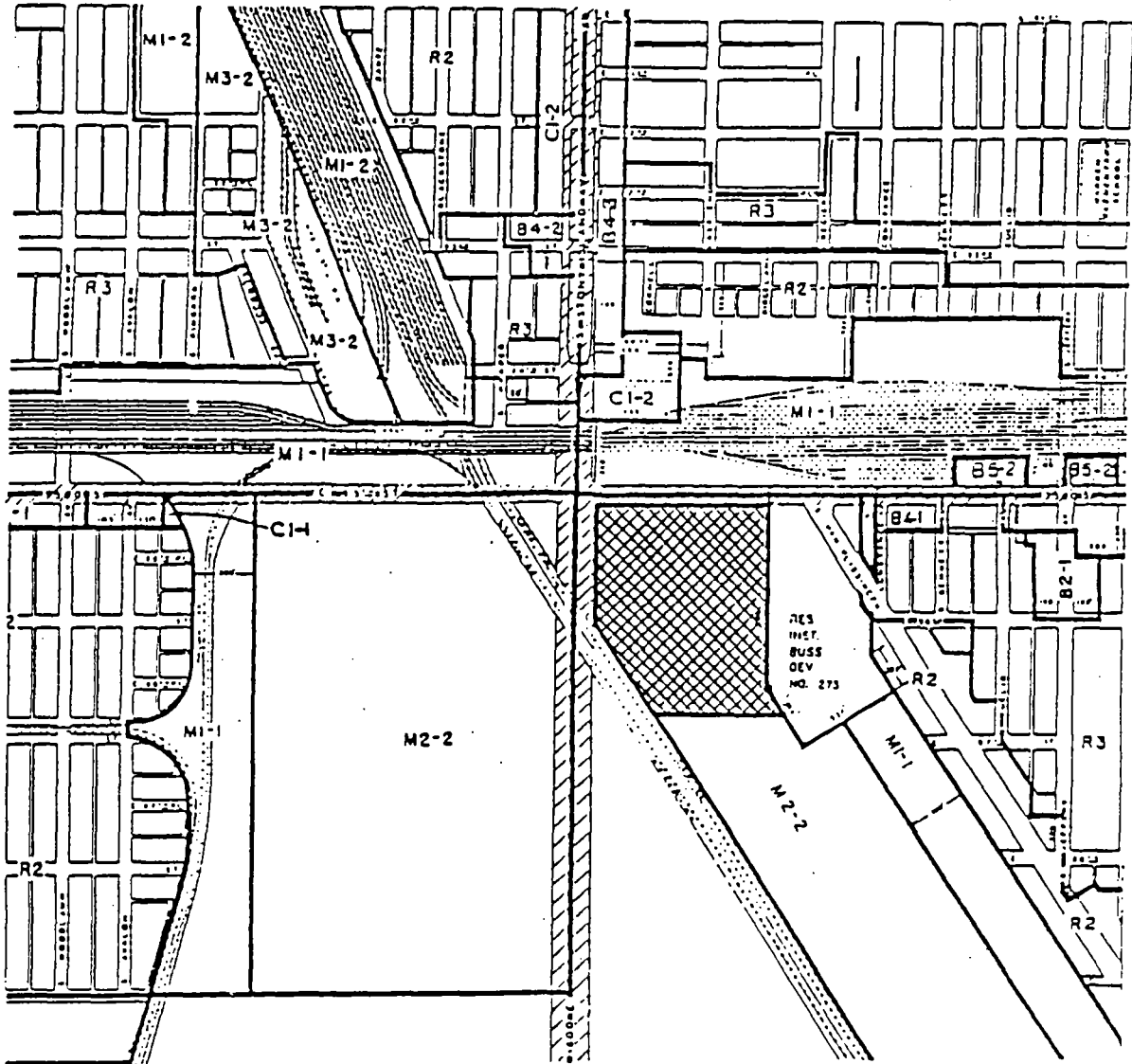
THE FOLLOWING USES SHALL BE PERMITTED WITHIN AREA DELINEATED HEREIN AS BUSINESS PLANNED DEVELOPMENT:  
 Grocery Store, Home Improvement Store, various hard and soft good Retail and Service Type business uses,  
 Restaurants, Parking and related other uses.

APPLICANT: J & N Limited Partnership, an Illinois Limited Partnership

ADDRESS: 415 North LaSalle Street, Suite 700, Chicago, IL. 60610

DATE: February 21, 1989 (Revised - April 13, 1989)

COMMERCIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
EXISTING ZONING AND PREFERENTIAL STREET MAP

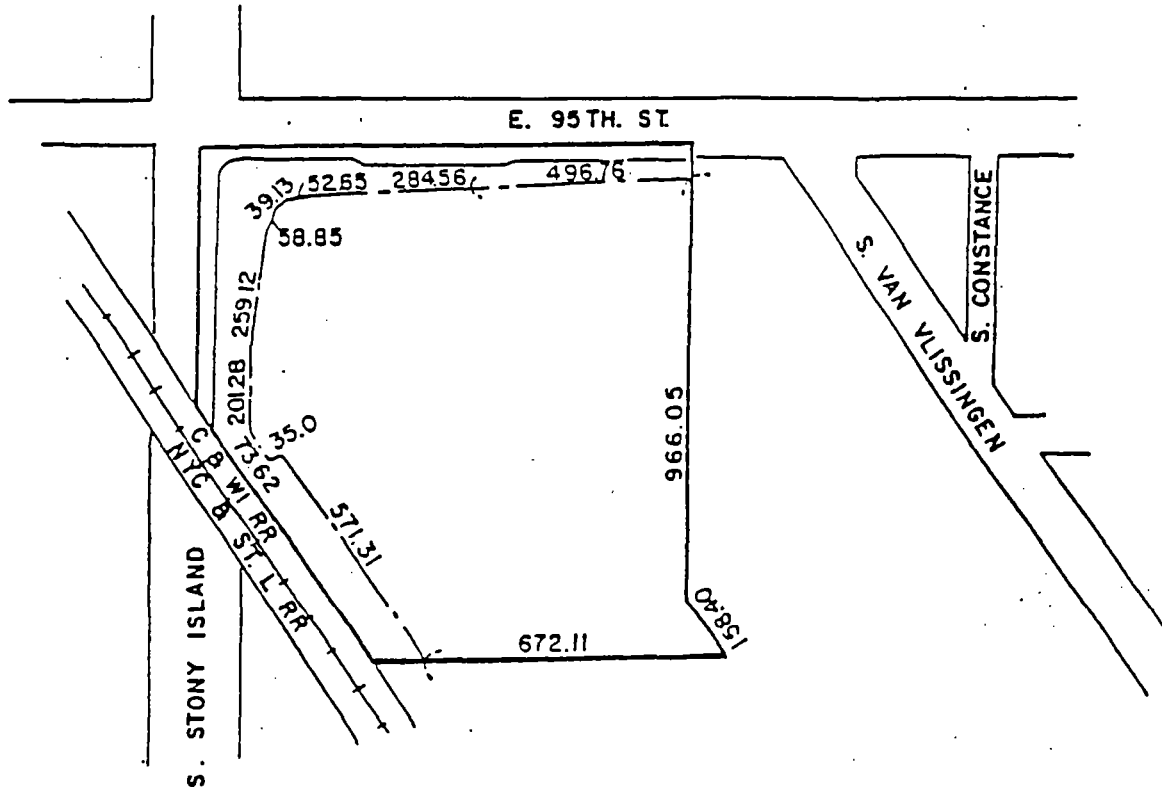


LEGEND

-  PREFERENTIAL STREETS
-  PLANNED DEVELOPMENT

APPLICANT: J & N Limited Partnership, an Illinois Limited Partnership  
 ADDRESS: 415 North LaSalle Street, Suite 700, Chicago, IL. 60610  
 DATE: February 21, 1989 (Revised - April 13, 1989)

COMMERCIAL - BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



LEGEND

———— PLANNED DEVELOPMENT BOUNDARY

- - - - - PROPERTY LINE

732.00' DIMENSIONS IN FEET

APPLICANT: J & N Limited Partnership, an Illinois Limited Partnership

ADDRESS: 415 North LaSalle Street, Suite 700, Chicago, IL. 60610

DATE: February 21, 1989 (Revised - April 13, 1989)

(Continued from page 1545)

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

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**JOINT COMMITTEE.**

**COMMITTEE ON BUILDINGS.**

**COMMITTEE ON ZONING.**

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**ISSUANCE OF PERMITS FOR ERECTION OF  
ILLUMINATED SIGNS.**

A Joint Committee, composed of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report:

CHICAGO, May 24, 1989.

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

Reporting for your Joint Committee on Buildings and Zoning, for which a meeting was held on May 16, 1989, we beg leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith to authorize the issuance of permits for the erection and maintenance of illuminated signs.

This recommendation was concurred in by the respective members of the committees with no dissenting vote.



Respectfully submitted,

(Signed) FRED ROTI,  
*Committee on Buildings,*  
*Chairman.*

(Signed) WILLIAM J. P. BANKS,  
*Committee on Zoning,*  
*Chairman.*

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and said proposed orders 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*5945 South Archer Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 6959 West Grand Avenue, Chicago, Illinois 60635, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5945 South Archer Avenue, Firestone:

Dimensions: length, 17 feet 6 inches; height, 9 feet 4 inches  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 163.3 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

*7601 South Cicero Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Incorporated, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7601 South Cicero Avenue, Sears, Limited:

Dimensions: length, 6 feet 0 inches; height, 50 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 28 feet  
Total Square Foot Area: 300 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*5556 North Clark Street.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5556 North Clark Street, Chicago, Illinois, advertising:

Dimensions: length, 24 feet 6 inches; height, 12 feet 3 inches  
Height Above Grade/Roof to Top of Sign: 24 feet  
Total Square Foot Area: 605.16 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4500 West Diversey Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Sure Light Service Company, 7200 West Lyon Avenue, Morton Grove,

Illinois 60053, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4500 West Diversey Avenue, Burger King:

Dimensions: length, 12 feet; height, 12 feet  
Height Above Grade/Roof to Top of Sign: 35 feet  
Total Square Foot Area: 144 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*9708 -- 9710 West Foster Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 9708 -- 9710 West Foster Avenue, advertising for various accounts:

Dimensions: length, 60 feet 0 inches; height, 20 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*1927 West Fullerton Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Courtesy Neon-Plastic Signs, 2014 West Belle Plaine Avenue, Chicago,

Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1927 West Fullerton Avenue, Dunkin Donuts:

Dimensions: length, 75 feet; height, 145-7/8 feet  
Height Above Grade/Roof to Top of Sign: 30 feet  
Total Square Foot Area: 75 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*418 North Halsted Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Classic Media, Incorporated, 840 North Michigan Avenue, Suite 415, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 418 North Halsted Street, Chicago and Northwestern Railroad Property:

Dimensions: length, 60 feet; height, 16 feet  
Height Above Grade/Roof to Top of Sign: \_\_\_\_\_  
Total Square Foot Area: 960 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*9560 South Halsted Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 6959 West Grand Avenue, Chicago, Illinois 60635, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 9560 South Halsted Street, McDonald's Restaurant:

Dimensions: length, 14 feet 2 inches; height, 14 feet  
Height Above Grade/Roof to Top of Sign: 49 feet  
Total Square Foot Area: 196 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*2101 West Irving Park Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Artisan Signs, 14101 South Wallace Street, Riverdale, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2101 West Irving Park Road, West Coast Video:

Dimensions: length, 14 feet; height, 14 feet  
Height Above Grade/Roof to Top of Sign: 28 feet  
Total Square Foot Area: 392 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*3636 South Kedzie Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Brians' Service and Repair, 12524 South McVickers Avenue, Palos Heights, Illinois 60463, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3636 South Kedzie Avenue, Accurate Perforating Company:

Dimensions: length, 60 feet 0 inches; height, 10 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 12 feet  
Total Square Foot Area: 600 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4700 South Kedzie Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Incorporated, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4700 South Kedzie Avenue, Kedzie Plaza:

Dimensions: length, 10 feet 0 inches; height, 3 feet 1 inch  
Height Above Grade/Roof to Top of Sign: 30 feet 0 inches  
Total Square Foot Area: 60 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*5777 -- 5789 North Milwaukee Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Zima Sign Company, 16852 South Lathrop Avenue, Harvey, Illinois 60426, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5777 -- 5789 North Milwaukee Avenue, White Hen Plaza:

Dimensions: length, 10 feet 0 inches; height, 40 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 10 feet 0 inches  
Total Square Foot Area: 208 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*6140 North Milwaukee Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Incorporated, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6140 North Milwaukee Avenue, Polamer Travel:

Dimensions: length, 2 feet 0 inches; height, 16 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 26 feet 0 inches  
Total Square Foot Area: 64 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*3750 West North Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Courtesy Neon Plastic Sign, 2014 West Belle Plaine Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3750 West North Avenue, Cary Muffler and Brakes:

Dimensions: length, 14 feet 3 inches; height, 8 feet 1 inch  
Height Above Grade/Roof to Top of Sign: 24 feet 6 inches  
Total Square Foot Area: 144 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*5747 West North Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5747 West North Avenue, outdoor advertising sign:

Dimensions: length, 24 feet 6 inches; height, 12 feet 3 inches  
Height Above Grade/Roof to Top of Sign: 46 feet  
Total Square Foot Area: 302.58 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*3045 -- 3059 South Pitney Court.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3045 -- 3059 South Pitney Court, Chicago, Illinois, advertising:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 90 feet  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of



Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*5501 South Pulaski Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Signs and Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of four signs on one pole (one of which is over 100 square feet in area of one face) at 5501 South Pulaski Road, Shell Oil:

- Dimensions:
1. length, 12 feet 0 inches; height, 12 feet 0 inches -- to read "Shell"  
Height Above Grade/Roof to Top of Sign: 37 feet 0 inches  
Total Square Foot Area: 144 square feet;
  2. length, 3 feet 0 inches; height, 12 feet 0 inches -- to read "Food Mart"  
Height Above Grade/Roof to Top of Sign: 23 feet 0 inches  
Total Square Foot Area: 36 square feet;
  3. length, 8 feet 0 inches; height, 8 feet 0 inches -- to read "Price"  
Height Above Grade/Roof to Top of Sign: 20 feet 0 inches  
Total Square Foot Area: 64 square feet; and
  4. length, 2 feet 0 inches; height, 8 feet 0 inches -- to read "Diesel"  
Height Above Grade/Roof to Top of Sign: 11 feet 0 inches  
Total Square Foot Area: 16 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*6221 North Western Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 6959 West Grand Avenue, Chicago, Illinois 60635, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6221 North Western Avenue, Al Johnson's Lincoln Mercury:

Dimensions: length, 19 feet 6 inches; height, 8 feet 2 inches  
Height Above Grade/Roof to Top of Sign: 37 feet 6 inches  
Total Square Foot Area: 159.3 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Re-Referred* -- ISSUANCE OF PERMIT FOR ERECTION OF  
ILLUMINATED SIGN/SIGNBOARD AT 6141  
SOUTH CICERO AVENUE.

The Joint Committee, composed of the members of the Committee on Zoning and the members of the Committee on Buildings, submitted a report recommending that the City Council pass a proposed order for the issuance of a permit for the erection of an illuminated sign/signboard at 6141 South Cicero Avenue.

On motion of Alderman Banks, the said proposed order was *Re-Referred to the Joint Committee, composed of the members of the Committee on Zoning and the members of the Committee on Buildings.*

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JOINT COMMITTEE.  
COMMITTEE ON FINANCE.  
COMMITTEE ON SPECIAL EVENTS AND  
CULTURAL AFFAIRS.

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AUTHORIZATION FOR 1989 TASTE OF CHICAGO FESTIVAL.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Special Events and Cultural Affairs, submitted the following report:

CHICAGO, May 24, 1989.

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

Your Joint Committee on Finance and Special Events and Cultural Affairs, having had under consideration an ordinance authorizing the Taste of Chicago Festival for 1989, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Committee on Finance,*  
*Chairman.*

(Signed) JOHN MADRZYK,  
*Committee on Special Events and*  
*Cultural Affairs,*  
*Chairman.*

Alderman T. Evans presented the following proposed amendment:

*Amendment.*

(Adding New Section To Be Known As Section 11)

Section 11. The City Council of the City of Chicago hereby memorialize the Mayor of the City of Chicago to sign the Executive Order previously initiated by The Honorable Harold Washington calling for inter alia, that certain contracts be submitted to the Finance Committee to review before execution by the Executive Branch.

Alderman Burke moved to *Lay on the Table* Alderman T. Evans' amendment. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Bloom, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, Krystyniak, Soliz, Gutierrez, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 33.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Steele, Shaw, Carter, Langford, J. Evans, Garcia, E. Smith, Davis, Figueroa, Giles, Shiller, Orr -- 15.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, 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") is a home rule municipality as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City desires to conduct a festival to take place on City streets located in and around Grant Park and in certain areas to be designated in and located within Grant Park for an eight-day period commencing Tuesday, June 27, 1989, and ending Tuesday, July 4, 1989, providing for the sale of food, beverages, soft drinks, wine, beer and souvenirs in conjunction with public entertainment; and

WHEREAS, Such festival will promote the public interest by providing vital recreation for the citizens of the City, and bring together large numbers of people from every segment of society and every area of the City to meet and share in a common social experience; and

WHEREAS, Such festival will also create unique opportunities to promote tourism in the City and to generate business and employment opportunities for Chicago residents, both of which are in the public interest; now, therefore,

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

SECTION 1. The City is sponsoring and producing, subject to all applicable laws, statutes, ordinances, rules, regulations and executive orders a festival to be referred to as "Taste of Chicago" to take place on City streets located in and around Grant Park and in certain areas to be designated in and located within Grant Park for an eight-day period commencing Tuesday, June 27, 1989, and ending Tuesday, July 4, 1989, providing for the

sale of food, beverages, soft drinks, wine, beer, and souvenirs in conjunction with public entertainment (the "Festival").

The various departments of the City shall cooperate to the best of their ability in order to ensure the success of the Festival.

SECTION 2. Of the gross revenues generated by and appropriated to the Festival, a portion of such revenues shall come from a service charge of fifty cents (50¢) hereby imposed on the purchase of each booklet, sheet, or other group of eleven coupons redeemable for food and beverage at the Festival to be collected by the Commissioner of the Department of Cultural Affairs for the City or his or her designated agents. Such service charge shall be applied to the costs incurred by the Department of Cultural Affairs and its Office of Special Events in presenting, promoting and producing the Festival, including by and way of example but not by way of limitation: increased security; expanded entertainment, programming, production and marketing; increased maintenance operation; inclusion of garden areas and picnic tables; expanded public relations efforts both regionally and nationally; the inclusion of a recycling program, and the inclusion of a corporate entertainment area. In addition, any balance remaining from the service charge revenues after payment of the above- referenced Festival costs, shall be applied to the costs incurred by the Department of Cultural Affairs and its Office of Special Events for various other cultural, social and entertainment events.

SECTION 3. There shall be a donation by the City in the amount of one per cent (1%) of the total ticket sales generated from the Festival, less service charge revenues, to the Greater Chicago Food Depository for the "Sharing It" program.

SECTION 4. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Cultural Affairs of the City is hereby authorized and directed to enter into and execute, on behalf of the City, an agreement with the Illinois Restaurant Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A.

SECTION 5. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Cultural Affairs of the City is hereby authorized and directed to enter into and execute intergovernmental cooperation agreements with the City of Chicago Park District, and the United States Army Corps of Engineers. Such agreements shall be in substantially those forms attached hereto as Exhibits B and C, respectively.

SECTION 6. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Cultural Affairs of the City is hereby authorized and directed to enter into and execute on behalf of the City any and all sponsorship agreements which may be deemed necessary to carry out the production of the Festival, including without limitation all agreements with commercial sponsors and radio stations. Such agreements shall be in substantially those forms attached hereto as Exhibits D and E, respectively.

SECTION 7. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Cultural Affairs of the City is hereby authorized and directed to enter into and execute on behalf of the City all agreements with food vendors participating in the Festival, selected pursuant to the procedures provided in the City's contract with the Illinois Restaurant Association. Such food vendor agreements shall be in substantially the form attached hereto as Exhibit F.

SECTION 8. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Commissioner of the Department of Cultural Affairs of the City is hereby authorized and directed to enter into and execute on behalf of the City all entertainment agreements for the Festival, including but not limited to the agreement with Culpepper & Merriweather Circus in substantially the form attached hereto as Exhibit G.

SECTION 9. If any provision of this ordinance shall be held or deemed to be or shall in fact be invalid, illegal, inoperative or unenforceable on its face or as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstance, or of rendering any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, illegal, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this ordinance shall not affect the remaining portions of this ordinance or any part thereof.

SECTION 10. This ordinance shall be in force and effect ten (10) days after its passage and publication.

Exhibits "A" through "G" attached to this ordinance read as follows:

*Exhibit "A".*

*1989 Taste Of Chicago*

*Illinois Restaurant Association*

*Agreement.*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Chicago, a municipal corporation and a home rule unit of government under Section

6, Article VII of the Constitution of the State of Illinois (the "City") acting by and through its Department of Cultural Affairs (the "D.C.A.") and through its Office of Special Events ("Special Events") and the Illinois Restaurant Association, a not for profit corporation, duly organized and existing under the laws of the State of Illinois (the "Agent").

*Recitals.*

Whereas, The City desires to produce a festival to take place on streets located in and around Grant Park and in certain areas to be designated within Grant Park for an eight-day period commencing Tuesday, June 27, 1989, and ending Tuesday, July 4, 1989, providing for the sale of food, beverages, soft drinks, wine, beer (collectively "food and beverage") and souvenirs in conjunction with public entertainment (the "Festival"); and

Whereas, The Agent has experience and expertise in the producing of food and beverage sales; and

Whereas, The City desires to use the Agent's experience and expertise for the purpose of managing the food and beverage aspects of the Festival, subject to the terms and conditions of this Agreement; and

Whereas, The City further desires to use the Agent's experience and expertise as a consultant on various other aspects of the Festival; and

Whereas, The Agent is ready, willing, and able to perform such services;

Now, Therefore, In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1. The Above Recitals Are Expressly Incorporated Hereby And Made A Part Of This Agreement As Though Fully Set Forth Herein.

Section 2. Rights And Duties Of The City.

2.01

The City, through the Purchasing Agent of the City of Chicago, shall retain the sole and ultimate right of and authority for the selection and approval of any and all contracts to be awarded in connection with the Festival, except as expressly stated herein, including, without limitation, contracts with those food vendors proposed by the Agent pursuant to Section 3.01 below.

## 2.02

The City shall be solely responsible to arrange by separate contract for any and all public relations and/or publicity in connection with the Festival.

## 2.03

The City shall retain the sole responsibility and authority for soliciting and negotiating any and all sponsorships for the Festival. The Agent shall provide the City with information regarding any potential Festival sponsorships of which it has knowledge.

## 2.04

The City shall provide or arrange for certain services, for which it shall be compensated, necessary to maximize the success of the Festival and to protect the health, safety and welfare of Festival patrons and all other persons participating therein. Such services shall include, but not be limited to, supervising the production of the Festival. In furtherance of providing and arranging for such services, the City shall appoint a "General Manager" for the Festival. The Agent shall be accountable to such General Manager for all duties required under this Agreement, unless specified otherwise in this Agreement, and shall be responsible for obtaining the approval of the General Manager for all of its operation plans. The City shall retain full and sole responsibility for the selection of the Festival site, its layout, and preparation. The Agent, subject to the approval of the Director of Special Events or one or more of her duly designated representatives (the "Director") shall have the right to determine the location of the food vendors within the City's Festival layout.

## 2.05

The City, through the Purchasing Agent of the City of Chicago (the "Purchasing Agent"), shall have the exclusive right to and authority for retaining accounting, audit, and cash management services for the Festival. The agents providing such services shall be accountable solely to the City. The City, except as expressly stated herein, shall retain exclusive control over and authority for any and all payments made in connection with the production of the Festival, including, but not limited to, payments made to the Agent and all food vendors participating in the Festival. All such disbursements shall be made through the City of Chicago, Office of the Comptroller, from Fund No. \_\_\_\_\_, subject to the availability of funds contained therein.



## 2.06

The City, through the Purchasing Agent, shall arrange by separate contract(s) for any and all services, in addition to those expressly set forth in this section, but not including those expressly set forth in Section 3, as may be necessary for the production of the Festival.

## 2.07

The City shall cooperate with the Agent in the performance of its duties hereunder.

## 2.08

The City shall obtain a blanket liability insurance policy covering the Festival in the amount of Two Million and no/100 Dollars (\$2,000,000.00), naming the Agent, inter alia, as an additional insured. The premium for said policy is hereby deemed a Festival expense to be paid from the Festival revenues. The Agent understands and agrees that the policy will not cover the Agent for Worker's Compensation or automobile insurance and that the Agent must provide such coverage for its employees and vehicles at its own expense. It is further understood that such liability policy will not provide coverage commonly known as "Dram Shop Insurance" (Liquor Liability), which shall be obtained by the Agent in accordance with its duties and obligations as beverage services manager. The Dram Shop, or Liquor Liability policy must have limits of Two Million and no/100 Dollars (\$2,000,000.00) per occurrence, and name the City of Chicago as an additional insured.

## 2.09

The City of Chicago shall indemnify, defend, keep and save harmless the Agent, its officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses which may accrue against such parties as a consequence of the granting or performing of any or all provisions of the Agreement other than those provisions relating to the consumption, purchase and/or sale of beverages, soft drinks, wine, beer, and those injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses resulting from the Agent's, or anyone directly or indirectly employed or under the supervision or control of the Agent, sole negligence, so long as, during the incident in question, the Agent, its officials and employees, were acting within the scope of its agency relationship with the City.

In addition, the City shall not be responsible and shall be indemnified and held harmless by the Agent for any claims, damages, losses, judgments, suits or expenses resulting from the sole negligence of the Agent, or any one directly or indirectly employed or under the supervision or control of the Agent, in the performing of any or all provisions of the

Agreement. The Agent expressly understands and agrees that the insurance required by this Agreement of the City or the Agent, or otherwise provided by the City or the Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided. In addition, this Section 2.09 shall in no way be construed as limiting or in any way affecting the Agent's responsibilities as set forth in Section 2.08, including but not limited to the Agent's statutory liability under workers compensation laws and automobile exposures.

#### 2.10

In the Event of any dispute between the Commissioner of the Department of Cultural Affairs of the City (the "Commissioner") or the Director and the Agent relating to any question arising under the terms of this Agreement, including without limitation questions concerning the maximum fee, a request for resolution may be submitted to the Purchasing Agent for final determination. Request for such determination shall be made in writing. The Purchasing Agent's decision may be reached in accordance with such assistance as he/she may deem reasonably necessary or desirable. The Purchasing Agent's final decision shall be rendered in writing no more than thirty (30) business days after receipt of the request for determination, including all information necessary to make such determination. Such decision shall be conclusive, final, and binding on all parties, unless the Agent shall seek a judicial determination in accordance with the provisions set forth below.

Within sixty (60) days after the Agent's receipt of the Purchasing Agent's determination, the Agent shall respond to the Purchasing Agent in writing, either accepting the determination or stating the Agent's factual and/or legal objections to the determination. The absence of a response from the Agent within the stated time period shall be deemed to constitute an acceptance of the Purchasing Agent's decision. If the Agent's response is an objection, the Purchasing Agent shall respond in writing to such objection within thirty (30) business days after receipt thereof. No further response by either party is required. Thereafter, the Agent may seek a judicial determination of the dispute.

The Agent shall not withhold performance of any services required under this Agreement during this resolution period, including judicial. The Purchasing Agent's written determination shall be complied with pending final resolution, including judicial, of the dispute. Neither the Purchasing Agent's determination, nor the Agent's response in connection therewith, nor the continued performance of this Agreement by either party shall constitute an admission as to any factual and/or legal position in connection with the dispute or a waiver of its right under the Agreement or at law.

Section 3. Rights And Duties Of The Agent.

3.01

The Agent shall, to the satisfaction of the Director, perform all services provided for herein with respect to the food segment of the Festival, said services to include, but not be limited to the following:

(a) Provide a restaurant operation department responsible for a restaurant selection process that will select approximately seventy (70) restaurants in such a way as to promote a cross-section of restaurants that will reflect Chicago restaurants' excellence and ethnicity while at the same time selecting restaurants that have an excellent ability to generate volume on-site food sales in a professional and highly public health sensitive manner.

(b) Provide a restaurant operation department that will, once restaurants are selected, provide the participating restaurants with the knowledge, information and training that will maximize those restaurants' ability to participate in the Festival in terms of quality food service, high public health standards and financial success with the educational process being implemented through daily telephone contacts, restaurant training manuals, training memos, training seminars, specialized break-out meetings of like product vendors and vendors by quadrant, with the overall objective being to make all restaurant vendors fully functional and effective on opening day.

(c) Provide a restaurant operation department staff that will manage support services to these participating restaurants on-site and will take responsibility to monitor and insure that the Festival operating rules regarding food handling, portion sizes, waste disposal, pricing, food handling, general operations of tents, parking, ticket storage, et cetera are communicated daily to all vendors.

(d) Act as liaison between the participating restaurants and the Chicago Health Department in implementing appropriate sanitation and food handling standards, both in the training period and on-site staffing per day.

(e) Coordinate all propane gas supplied to food vendors, including the development of propane gas specifications. Such specifications shall include, at a minimum, the following: the supply of sufficient propane gas as shall be required for the Festival's entire duration; supplier(s) of propane gas shall be subject to the approval of the Director; supplier(s) of propane gas shall not be replaced without the prior written consent of the Director; the supplier(s) of propane gas shall obtain all necessary permits and comply with all laws and regulations directly applicable to a Festival of this type; the supplier(s) of propane gas shall furnish copies of certificates of insurance prior to the Festival evidencing coverages approved by the City of Chicago Comptroller, Risk Management Division (the "Risk Manager") issued by an insurance company licensed in or authorized to do business under the laws of the State of Illinois and approved by the Risk Manager; the supplier(s) of propane gas shall name the City of Chicago as an

insured party under a policy of commercial liability insurance obtained by the supplier(s) of propane gas in connection with the Festival.

3.02

Agent shall employ the following staff persons, as part of its fee, to perform at a minimum those services set forth hereinbelow:

(a) Director of Beverage and Restaurant Operations. Shall report to the Director and the General Manager, and shall be responsible for, in addition to duties outlined in the Beverage Plan, the development of overall restaurant operations, including staffing, operating policies and procedures, vendor selection, pre-Festival activities as approved by the Director and the General Manager.

(b) Restaurant Operations Manager. Shall report to the Director of Beverage and Restaurant Operations, and shall be responsible for the overall daily relationship with the participating restaurants, pre-Festival and on-site, including assisting in the selection process, managing the inspection system for new Festival applications, assisting in the finalization of the inspection system for new Festival applicants, assisting in the finalization of menus, portions, prices, as well as for development of restaurant vendor manuals, memos, training seminars, product break-out meetings as well as implementing the training of eight (8) assistant restaurant operations managers to manage the Festival on-site performance of its restaurants, for acting as liaison with the City's operation manager to insure proper delivery of goods and services relating to the set-up and operation of the restaurants, for the adherence of the seventy (70) restaurants to policies and procedures applicable to the operation of their booths, for the management of refrigeration services, equipment, repair service personnel and restaurant supply trucks.

(c) Eight Assistant Restaurant Operations Managers. Shall report to the Restaurant Operations Manager. Eight managers shall be responsible for assisting the seventy (70) restaurants in their physical set-up and operation of their tents in order to maximize the highest possible food service standards as well as to assist the vendors in maximizing their sales and to monitor the adherence of the restaurants to overall operating procedures and policies.

(d) Manager -- Business Management Department. Shall report to the Director of Beverage and Restaurant Operations. Shall be responsible for coordinating the development of appropriate specifications for the restaurant operation's required goods and services. Shall act as liaison with the Restaurant Operations Manager, the Office of Special Events' Purchasing Coordinator and the Taste Operational Manager with the objective of having the best possible service for most cost effective price and the most timely delivery.

(e) Night Restaurant Operations Manager. Shall report to the Director of Beverage and Restaurant Operations and shall be responsible for development and implementation of a nighttime (9:00 P.M. -- 5:00 A.M.) management operation that would include inspection of all restaurant vendor management operations, that would include inspection of all restaurant vendor tents, taking appropriate action to resolve any problems relating to sanitation, general maintenance; being responsible for coordination of all waste barrel pick-up including grease, water, trash and charcoal, being responsible for monitoring reefer crews and refrigeration trucks during the night hours; being responsible to ensure that all restaurants are adhering to policies and rules as relate to their tent and common areas; meeting each morning of the Festival with the Director of Beverage and Restaurant Operations and the Restaurant Operations Manager and Assistant Managers to review the operations status of each booth and reviewing action already taken or required to be taken that morning.

(f) Refrigerated Food Manager. Shall report to the Restaurant Operations Manager. Shall be responsible for the management of all refrigerated trucks and the coordination of pre-Festival space requirements.

(g) Restaurant Vendor Supply Inventory Manager. Shall report to the Restaurant Operations Manager. Shall be responsible for servicing the seventy (70) restaurants with all Festival supplied items normally given or lent to restaurant vendors.

(h) Restaurant Operations Office Manager. Shall report to the Director of Beverage and Restaurant Operations. Shall function as Office Manager for both the Beverage and Restaurant Operations from February 15, 1989 to August 31, 1989.

(i) Equipment/Repair/Service Manager. Shall report to the Restaurant Operations Manager. Shall work with the restaurants on minor adjustments/repairs on-site as well as advising vendors on-site as to possible solutions to operation problems.

### 3.03

All other restaurant operations expenses are part of the normal Festival operation and would be considered a regular Festival expense to be borne by the City.

### 3.04

The Agent, shall, to the reasonable satisfaction of the Director, perform all services provided for herein with respect to the beverage segment of the Festival, said services shall include, but not be limited to the following:

(a) The development, management and the production of an estimated \$2.2- plus million alcoholic/non-alcoholic fully licensed beverage operation, serving an estimated five thousand one hundred twenty-five (5,125) half barrels of beer, an estimated twenty-

four thousand three hundred (24,300) cases of soft drinks, three hundred eighty-five (385) kegs of wine and one hundred twenty-five thousand (125,000) individual servings of coffee, tea and juice over the eight-day Festival period, operating with the highest standards of professionalism to deliver a beverage operation that is budgeted to generate an estimated Nine Hundred Thousand Dollars (\$900,000) profit while at the same time insuring prudent, legal and responsible service of the beverage alcohol to patrons.

(b) The development of specifications and the purchasing of all products, services and supplies, including but not limited to cups, necessary for the beverage operation, and the development of a hiring/staffing plan designed to provide the most cost effective income enhancing the Festival while at the same time striving to reach the goals contained in Executive Order 85-2.

(c) The beverage plan budget and notes attached hereto as "(Sub)Exhibit A" and made a part hereof, are designed to include all expenses for the beverage operation including the cost for beverage management personnel consisting of a Director of Beverage and Restaurant Operations, a Beverage Manager, a Beverage Operations Manager, four Beer Zone Managers, three "Other Beverage" Zone Managers, a Night Beverage Operations Manager, an Office Manager and a Secretary.

(d) The Beverage Management fee for services outlined in Section 3.04 (a) and (b) is not included in the Beverage Plan, but is incorporated along with the fee for management of the restaurant operations as stated in Section 6 herein.

### 3.05

Other duties of the Agent shall include the following as part of its fee set forth in Section 6 herein:

(a) Restaurant Operations Department Office Space And Expenses. The Agent will provide an office area for use from March 1, 1989 to August 31, 1989, which includes telephone equipment, furniture, word processing, duplicating and printing equipment and all ordinary business expenses. These office expenditures do not include: a) three vendor training seminars for seventy (70) restaurants; (b) production of one hundred twenty-five (125) training manuals and policy statements; c) postage and printing of vendor bulletins; d) postage and printing of vendor applications.

(b) The Agent shall assign and maintain an adequate staff of competent personnel, as set forth in Section 3.02 and (Sub)Exhibit A of this Agreement, which shall be fully equipped and qualified to perform the services required herein. Such staff may be revised from time to time by mutual agreement of the parties. The Agent shall not reassign or replace "Key Personnel" as defined hereinafter, without prior written consent of the Director. For the purposes of this Agreement "Key Personnel" shall include the following positions: Andrew P. Kelly as Director of Restaurant and Beverage Operations and Lawrence O. Acciari as Beverage Manager.

The Director reserves the right to reject nominations for replacement of Key Personnel. If a Key Person as set forth above, is deemed necessary to the performance of this Agreement and such individual, for whatever reasons cannot continue to perform under this Agreement, the Agent shall provide replacement personnel, acceptable to the Director. In any case where substitute personnel are permitted under this Agreement, the Agent shall bear the full cost of retraining or educating personnel whose replacement has been necessitated by this Agreement.

### 3.07 Compliance With All Laws.

(a) The Agent shall comply with all applicable federal, state, and local laws, ordinances, and Executive Orders. (b) The Agent shall execute an "Anti-Apartheid Certification" as required by Section 26-26.2 of the Municipal Code of the City of Chicago. (c) The Agent shall obtain or cause to be obtained at no cost to the City all necessary permits or licenses, including liquor licenses.

### 3.08 Nondiscrimination.

The Agent agrees that in performing under this Agreement, it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap unrelated to ability, or national origin, or otherwise commit an unfair employment practice. The Agent will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap unrelated to ability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Agent agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Agent further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, secs. 851-866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, secs. 881 to 887; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Municipal Code of the City of Chicago, Ch. 198.7A); and to the provisions of 41 C.F.R., Chapter 60.

### 3.09 First Source Agreement.

The Agent agrees to negotiate and execute an agreement with the City of Chicago Mayor's Office of Employment and Training (M.E.T.) to the effect that the Agent will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Agent and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Agent will make all decisions on filling covered positions, provided additionally that the Agent agrees to make every good faith effort to hire from referrals made by M.E.T. The Agent shall present to M.E.T. a First Source Prospect Notification within ten (10) days after the date of execution by the City of this Agreement and shall execute within a reasonable time thereafter a First Source Agreement with M.E.T. During the term of this Agreement, the Agent shall submit weekly hiring summaries to M.E.T. to report its fulfillment of the First Source Agreement. The failure of the Agent promptly to execute in good faith and then fulfill a First Source Agreement with M.E.T. shall constitute an event of default under the terms of this Agreement.

### 3.10 "Buy Chicago" Preference.

The Agent agrees that, in performing its services and responsibilities hereunder, it shall make every effort to give first consideration to and to utilize those businesses and vendors located within the City limits of the City of Chicago for any goods or services it may require in performing its services and responsibilities hereunder.

### 3.11

The Agent agrees that it shall, in the course of performing its services and responsibilities hereunder, comply with the terms and conditions of Executive Order 85-2 of the City of Chicago. The City shall provide the Agent with a copy of such Executive Order.

### 3.12

Due to the acknowledged unique nature of the Agent's experience and expertise, the Agent agrees that it shall not assign all or any part of its services or responsibilities under this Agreement without the prior written consent of the City. The City reserves the right to assign all or any part of its interests in the Agreement. The Agent shall not transfer or assign any funds or claims due or to become due under this Agreement, in whole or in part, or any interest therein. Such transfer or assignment shall constitute an event of default under this Agreement.



## 3.13

(a) Recognizing the necessity for confidentiality, the Agent agrees that it shall not make available any reports, information or data to anyone other than the Agent's officials and employees without the prior written approval of the Director. (b) The prior approval of the Director shall be required before the Agent or any of its employees, officers or agents may, at any time either before, during or after termination or completion of the Festival make any statement to the press or issue any material or publication through any media or communication bearing on the Festival.

In the event the Agent, its officers, agents, employees and its subcontractors or subconsultants, their officers, agents and employees are presented with a *subpoena duces tecum* regarding the Festival or the Agreement records, data, or documents then such person or entities shall immediately give notice to City and City of Chicago Corporation Counsel with the understanding that the City shall have the opportunity to contest such process by any means available to it without materially adversely impacting the rights of the Agent before such records or documents are submitted to a court or other third parties. (c) The Agent shall maintain records regarding its activities under this Agreement, including, without limitation, copies of all food vendor applications and solicitations therefor, vendor proposals, and criteria used for evaluation and selection. The Agent shall make such records available for inspection by any officer or agent of the City of Chicago upon reasonable notification and during reasonable business hours.

## Section 4. Agency.

The Agent agrees to act in a limited agent capacity for the City under this Agreement and further agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Agent, or as constituting the Agent or any officer, owner, employee or agent of the Agent as an agent, representative or employee of the City of Chicago for any purpose or in any manner whatsoever other than that limited agency relationship expressly set forth herein.

## Section 5. Time Of Services.

## 5.01

The term of this Agreement shall be from \_\_\_\_\_ 1989, to \_\_\_\_\_, 1989.

## 5.02

The Agent shall during the term of the Agreement submit written reports to the General Manager no less than weekly, and more frequently if so requested, such reports to be in substantially such form as attached hereto as "(Sub)Exhibit B". The Agent shall designate those representatives authorized to make decisions on behalf of the Agent and shall send at least one such representative to attend and report at all meetings regarding the Festival upon the request by the Director. The Agent shall submit no later than \_\_\_\_\_, 1989, a final management report covering any and all aspects of its participation in the Festival and the performance of its services and responsibilities hereunder.

## 5.03

The Agent shall, in performing its services and responsibilities hereunder, comply with the projected dates established by the City's schedule attached hereto as "(Sub)Exhibit C". The City may, in its sole discretion, grant extensions of time to the Agent when the Agent expects to be or is unable to perform its services or responsibilities hereunder in accordance with the established schedule for reasons beyond the Agent's reasonable control. Such extensions must receive the prior written approval of the City.

## Section 6. Compensation.

## 6.01

As compensation for the services set forth under this Agreement, the Agent shall be paid a fee consisting of:

- (i) \$190,000 fixed fee; plus
- (ii) Ten percent of Net Beverage Revenues. ("Net Beverage Revenues" is defined as gross beverage revenues, both alcoholic and non-alcoholic, minus the result of adding the cost of beverages sold, both alcoholic and non-alcoholic, the total operating expenses attributable to the sale of beverages, both alcoholic and non-alcoholic, and applicable sales taxes); provided, however, compensation under this §6.01 (ii) shall not exceed \$62,500; and (iii) ten percent of that portion of the Total Net Revenues generated from the Festival ("Total Net Revenue" is defined as gross revenues generated from the Festival minus the result of adding total of goods sold, total operating expenses and applicable sales taxes) exceeding \$625,000.00; provided, however, that compensation under this Section 6.01(iii) shall not exceed \$37,500.

#### 6.02 Method Of Payment.

The Agent shall be paid the \$190,000 base fee pursuant to the following schedule: Forty Thousand Dollars (\$40,000) upon execution of this Agreement by the City; Forty Thousand Dollars (\$40,000) on April 15, 1989; Forty Thousand Dollars (\$40,000) on May 14, 1989; Thirty Thousand Dollars (\$30,000) on June 1, 1989; Thirty Thousand Dollars (\$30,000) on June 15, 1989; and Ten Thousand Dollars (\$10,000) on June 30, 1989. All other payments as required in Section 6.01 will occur after a final audit of the books.

#### 6.03

This Agreement shall be on a "cost plus" basis. The Agent is expected to pay for its ordinary and usual costs of business in its performance of this Agreement from its fee, except for those items expressly set forth herein and in accordance with the proposal of such projected expenses submitted to the City prior to \_\_\_\_\_, 1989. The City shall also compensate the Agent for any extraordinary and unexpected expenses incurred by the Agent during the Agent's performance under this Agreement. The Agent must obtain the prior written consent of the City, which shall not be unreasonably withheld, before making any such expenditure. Such expenses shall be paid, first, from Festival funds and, if any balance remains, from Fund \_\_\_\_\_. The Agent shall be reimbursed for such expenses on \_\_\_\_\_, 1989, unless the City deems in its sole discretion prior reimbursement is necessary in the best interest of the Festival.

### Section 7. Termination, Remedies.

#### 7.01

The following shall constitute "Events of Default":

- (a) Any material misrepresentation made by the Agent to the City; or
- (b) The Agent becomes insolvent, is declared bankrupt, or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, if such insolvency, bankruptcy or assignment renders the Agent incapable of performing the services in accordance with and as required by this Agreement.
- (c) Failure by the Agent to perform its services or responsibilities hereunder to the reasonable satisfaction of the City within the time specified or any extensions thereof or to observe any or all of the terms and conditions of this Agreement.

## 7.02

Upon the occurrence of an Event of Default hereunder, the City may, at its sole option after giving notice in accordance with this Agreement and allowing reasonable time for a cure thereof, do the following:

- (a) Assess a sum reasonably commensurate with the nature and value of the acts the Agent performed or failed to perform. In no event shall such sum exceed the amount of One Thousand and no/100 Dollars (\$1,000.00). The Agent agrees that it shall promptly pay any such sum upon demand by the City; or
- (b) Withhold all or any portion of the Agent's compensation, as set forth in Section 6 hereof; or
- (c) Terminate the Agreement.

No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

## 7.03

The City may terminate this Agreement, or any portion of service to be performed herein, at any time by a notice in writing from the City to the Agent, or if sufficient funds have not been appropriated to cover the estimated requirement. If the Agreement is terminated by the City as provided herein, the Agent shall deliver to the City all finished or unfinished documents, data, studies, and reports prepared by the Agent under this Agreement and these shall be and become the property of the City. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services actually performed by the Agent to the date of termination. Such estimate shall be mutually agreed upon by the Director, the Purchasing Agent and the Agent. Such payment so made to the Agent shall be in full settlement for services rendered under this Agreement. If this Agreement is terminated due to the fault of the Agent, the previous section hereof relative to termination shall apply.

Section 8. General Conditions.

8.01 Whole Agreement.

This Agreement shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

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

8.03 Modifications And Amendments.

No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

8.04 Conflict Of Interest.

(a) 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 decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or any part of this Agreement, or to any benefits to arise herefrom, if said Agreement and the Festival to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Chapter 26-2 of the Municipal Code of the City of Chicago are hereby incorporated by reference.

#### 8.05 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

#### 8.06 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

#### 8.07 Severability.

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

#### 8.08 Notices.

Any notice required or permitted to be given hereunder shall be in writing, and the mailing thereof by certified mail, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may, by notice in writing, designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof.

If To The City:

Department of Cultural Affairs  
174 West Randolph Street  
Chicago, Illinois 60601  
Attention: Commissioner

Office of Special Events  
City Hall, Room 703  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Director

With Copy To:

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

If To The Agent:

Illinois Restaurant Association  
350 West Ontario Street  
Chicago, Illinois 60610  
Attention: Andy Kelly, President

With Copy To:

Simon & Spitalli  
Suite 702,  
55 West Wacker Drive  
Chicago, Illinois 60601  
Attention: Lawrence J. Suffredin,  
Jr., Esq.

Any such notice may be served by personal delivery thereof, which delivery shall constitute service of notice hereunder on the date of such delivery.

8.09 Authority.

(a) The City of Chicago Fund chargeable shall be \_\_\_\_\_ and any disbursements therefrom are subject to the availability of funds contained therein.

(b) Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City of Chicago on \_\_\_\_\_. (Council Journal page \_\_\_\_\_).

(c) Execution of this Agreement by the Agent is authorized by a resolution passed by the Board of Directors on \_\_\_\_\_, 1987.

In Witness Whereof, The parties have caused this Agreement to be executed as of the date first written hereinabove.

[Signature forms omitted for printing purposes.]

(Sub)Exhibits A through C to this Exhibit "A" read as follows:

*(Sub)Exhibit A.*

Illinois Restaurant Association

Beverage Department

Operating Budget Plan.

The following Beverage Plan is based upon the assumption of the total ticket sale volume being \$8.3 MM including the service charge.

The other key assumptions are that this will be an eight day event rather than ten days and that there will be six large beer tents, one small beer tent and six soda pop and wine tents.

1989 Taste Of Chicago

Beverage Operations Budget

Budget Notes.

	Budget 1989	
Gross Beverage Revenues	\$2,207,100	100.00
Total Cost of Goods Sold	<u>394,000</u>	<u>7.85</u>
Gross Profit	<u>\$1,813,100</u>	<u>82.15</u>



## Operating Expenses

Payroll		
Mngmnt./Admin. Staff	\$86,400	3.91
Supervisory Staff	39,060	1.77
Line Staff	188,000	8.52
Ticket/Inventory Control	21,360	.97
Payroll Management	11,000	.50
Payroll Taxes/Insurance	51,500	2.33
Payroll Computer Service	<u>4,000</u>	<u>.18</u>
Total Payroll	\$401,320	18.18
	Budget	
	1989	
Beverage Supplies	14,000	.63
Cups	165,000	7.48
Tents	34,000	1.54
Signs	12,600	.57
Carbon Dioxide and Nitrogen	4,000	.18
Equipment Rental	38,000	1.72
Office Expenses	6,000	.27
Advertising	1,500	.07
Ice	64,500	2.92
Insurance	10,000	.46
Sales Tax	<u>160,120</u>	<u>7.26</u>

Total Operating Expenses	<u>\$911,040</u>	<u>41.28</u>
Excess of Revenues Over Expenses	\$902,060	40.87

Gross Beverage Revenues The budget is based on total ticket sales, including surcharge of \$8,297,000.

The budget projects that 29.02% of total ticket sales will be redeemed by the beverage operation, which is the same percentage as in 1987. Beverage market share and sales mix for 1987 is used in this budget because the beverage market share and sales mix in 1988 was skewed by the abnormal weather conditions.

#### Sales Mix

The budget assumes that the following sales mix will be the same as in 1987 as follows:

Product	Percent Of Sales
Beer	64.0
Wine	6.3
Soda	26.4
Coffee/Tea	2.1
Juice	<u>1.2</u>
TOTAL:	<u>100.0</u>

#### Costs of Goods Sold

Costs of goods sold, based on the above sales mix is budgeted at 17.85% of sales and will vary directly with sales.

## Payroll

The payroll budget is based on 15 sales outlets as follows:

- 7 Beer tents
- 6 Wine and Assorted Soft Drink tents
- 2 Coffee and Tea tents

## Management/Administrative Staff

The operation will be divided into a beer division and an "other beverage" division with a management staff consisting of the following:

Beverage Manager	\$15,000
Beverage Operations Manager	25,000
Beer Operations Manager	10,000
Beer Zone Managers (4)	7,400
"Other Beverage" Operations Manager	12,000
"Other Beverage" Zone Managers (3)	5,500
Night Beverage Operations Manager	1,500
Office Manager	4,000
Beverage Secretary	<u>6,000</u>
TOTAL:	<u>\$86,400</u>

Management/Administrative staff payroll is a fixed expense.

## Supervisory Staff

15 Managers, average 8 days, 12 hours per day, \$7.50 per hour	\$10,800
---	----------

30 Assistant Managers, average 8 days, 12 hours per day, \$6.50 per hour	18,720
3 Night Crew Managers, 9 days, 8 hours per day, \$7.50 per hour	1,620
Site set-up and training, 24 hours per Manager	<u>7,920</u>
<b>TOTAL:</b>	<b><u>\$39,060</u></b>

Supervisory staff payroll is a fixed expense.

#### Line Staff

7 Beer tents	\$110,000
6 Wine and Soda tents	52,000
2 Coffee/Tea tents	7,000
Night Hauler Crews	<u>19,000</u>
<b>TOTAL:</b>	<b><u>\$188,000</u></b>

Line staff payroll is a semi-variable expense and will increase at a rate of approximately 6% of incremental sales.

#### Ticket/Inventory Control

Supervisor	\$4,000
Asst. Supervisor	2,000
8 Spotters at \$150 per day, 8 days	9,600
8 Spotters at \$7.50 per hour, 12 per day, 8 days	<u>5,760</u>
<b>TOTAL:</b>	<b><u>\$21,360</u></b>

Ticket/Inventory control payroll is a fixed expense. The budget assumes that overnight security will be provided by the event security firm as part of the event budget.

Payroll Management.

Supervisor	\$7,000
Payroll Clerks (4)	<u>4,000</u>
TOTAL:	<u>\$11,000</u>

Payroll management payroll is a fixed expense.

Payroll Taxes And Insurance.

Budgeted at 15% of total payroll and includes workmen's compensation insurance.

Payroll Computer Service.

Budgeted cost for a computer payroll service is a fixed expense.

Beverage Supplies.

Bar mops	\$2,000
Fire extinguishers	500
Gloves	400
55 Gallon drums and tops	2,500
Paint	750
Golf Shirts/Jackets	2,000

Replacement of equipment and supplies	5,000
Miscellaneous	<u>850</u>
TOTAL:	<u>\$14,000</u>

The budget for beverage supplies is a fixed expense.

#### Beverage Cups.

Budget is based on the 1988 cup expense as a percentage of gross sales, or 7.47%. The amount budgeted is for printed cups and is a fixed expense at this sales level. Consignment cups will be used for incremental sales at a cost of approximately 7.4% of sales.

#### Tents.

No change from 1988 and tent cost is a fixed expense.

#### Signs.

Budget assumes that some signs from 1988 can be reused in 1989 and is a fixed expense.

#### Carbon Dioxide And Nitrogen.

No change from 1988.

#### Equipment Rental.

The budget assumes that most of the cost for refrigerated and dry storage trailers will be part of a sponsorship arrangement.

Portable radios	\$ 2,500
Management trailer	1,000
Carts	1,500
Cold plates	5,000
Furniture	3,000
Straight trucks	5,000

Refrigerated trucks	<u>20,000</u>
TOTAL:	<u>\$38,000</u>

Equipment rental expense at this sales level is a fixed expense. The cost of refrigerated trucks will increase slightly with incremental sales.

#### Office Expenses.

This fixed expense includes 50% of the costs associated with a combined restaurant and beverage operations office for the three month period beginning April 1, 1989.

Rent	\$1,500
Furniture and equipment rental	1,500
Telephone	1,250
Office supplies	1,000
Utilities	250
Other	<u>500</u>
TOTAL:	<u>\$6,000</u>

#### Advertising.

This fixed expense includes advertising and postage associated with the line staff recruitment program.

#### Ice.

Budget includes a 10% increase over 1987 and will vary with sales.

#### Insurance.

Estimated cost for 1989.

#### Sales Tax.

Calculated as follows:

		City	State
Gross Receipts	\$2,207,100		
Taxable Sales	2,043,600		
Sales Tax Collections	163,500	\$20,400	\$143,100
Collection Fee	<u>(3,400)</u>	<u>(400)</u>	<u>(3,000)</u>
Net Sales Tax	<u>\$160,100</u>	<u>\$20,000</u>	<u>\$140,100</u>

(Sub)Exhibit B.

Report Week: \_\_\_\_\_

Taste Of Chicago

1989

Weekly Status Report.

Compiled by the Illinois Restaurant Association for the Mayor's Office of Special Events.

I. Restaurant Operations.

A. Weekly Status: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



B. Issues to be addressed in the coming week: \_\_\_\_\_

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

C. Actions taken to complete tasks: \_\_\_\_\_

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

D. Expense Report (to date):

Expense Item	Budget	Actual
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

II. Beverage Operations.

A. Weekly Status: \_\_\_\_\_

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

B. Issues to be addressed in the coming week: \_\_\_\_\_

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

C. Actions taken to complete tasks: \_\_\_\_\_

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

D. Expense Report (to date):

Expense Item	Budget	Actual
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Future issues requiring immediate attention of Director of the Mayor's Office of Special Events:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Sub)Exhibit C.*

Schedule Of Deadlines.

Illinois Restaurant Association Participation

In The 1989 Taste Of Chicago.

- |                   |  |
|-------------------|--|
| January 30, 1989  | Submit proposed food vendor application form.          |
| February 8, 1989  | Begin solicitation of food vendor applications.        |
| February 24, 1989 | Submit proposed criteria for vendor selection process. |

March 3, 1989	Vendor application deadline.
March 31, 1989	Conduct lottery.
April 10, 1989	Contracts completed for all restaurant vendors.
April 17, 1989	Refunds made to non-participating restaurants.
April 20, 1989	Beverage purchasing reviewed.
April 20, 1989	Menu selections -- reviewed and finalized.
May 1, 1989	Beverage hiring begins.
May 15, 1989	Vendor kits completed.
May 1 -- June 15, 1989	Restaurant seminars.
June 1, 1989	Load-in schedule confirmed.
June 27 -- July 4, 1989	Event takes place.
July 31, 1989	Post-event evaluation meeting.
August 30, 1989	Written event evaluation with breakdown of all necessary sales items requested.

*Exhibit "B":*

*Intergovernmental Cooperation Agreement.*

This Agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, a municipal corporation and a home rule unit of government under Article VII of the Constitution of the State of Illinois (the "City") and the Chicago Park

District, a body politic and corporate, duly organized and existing under the laws of the State of Illinois (Ill. Rev. Stat., Ch. 105 ¶333.1 et seq.) (the "Park District").

*Recitals.*

Whereas, The City intends to produce a festival called "Taste of Chicago," providing for the sale of food, beverages, and souvenirs in conjunction with entertainment, to be held from Tuesday, June 27, 1989, through Tuesday, July 4, 1989, inclusive (the "Festival"); and

Whereas, The City desires to use certain areas located within Grant Park in connection with the production of the Festival; and

Whereas, The Park District has title to, exercises control over, and supervises the operation of Grant Park; and

Whereas, The City requires the Park District's permission and cooperation to locate any part of the Festival on or within Grant Park; and

Whereas, The Park District is ready, willing and able to give such permission and cooperation for the City's use of Grant Park in connection with the Festival, subject to the terms and conditions contained herein; and

Whereas, Agreements for intergovernmental cooperation are authorized under Chapter 127, ¶741 et seq. of the Illinois Revised Statutes;

Now, Therefore, In consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

The above recitals are expressly incorporated hereby and made a part of this agreement as though fully set forth herein.

Section 2. The City.

2.01

The City shall have the right to place those parts of its Festival on or within Grant Park in that manner and on those areas as described on the site layout map attached hereto as "(Sub)Exhibit A" and incorporated herein by reference, subject only to those terms and

conditions imposed by the Park District on the use of Park District property as described by those guidelines attached hereto as "(Sub)Exhibit B" and incorporated herein by reference.

2.02

The City shall, during the preparation, production and conclusion of the Festival, close those streets, boulevards, or thoroughfares or shall otherwise redirect the flow of vehicular traffic in that manner and at those times as set forth in the list attached hereto as "(Sub)Exhibit C" and incorporated herein by reference.

2.03

The City shall be permitted to locate those vendors for the purpose of preparing and/or selling food, beverages, or souvenirs in that manner and on those areas as indicated on the site layout map attached hereto as "(Sub)Exhibit A".

2.04

The City shall be permitted to use Arvey Field as a parking area for its vendors. The City shall provide a security guard who shall be posted at the entrance of Arvey Field from (time) to (time) on (dates), and who shall control vehicular flow into and out of Arvey Field and shall restrict parking to only City vendors identified by official parking permits which shall be provided by the City. Vehicles shall not be permitted to enter Arvey Field if the number of vehicles then present there exceeds its maximum capacity.

2.05

The City shall clean, maintain and restore those areas of Grant Park it used for the Festival as described on the aforesaid "Exhibit A" to a condition which shall be no less than that which existed in such areas on the first date the City took control thereof under the terms of this Agreement. The City and the Park District shall appoint persons responsible for inspecting the Festival areas one week prior to the Festival in order to assess the condition of the areas at that time. The City shall be responsible for providing adequate waste receptacles and cleaning and maintaining those Festival areas within Grant Park on a daily basis during the set up for and production of the Festival.

## 2.06

The City shall provide space for those Park District vendors designated by the Park District to participate in the Festival as set forth in a plan submitted by the Park District to the City by June 14, 1989. The plan shall be made to the reasonable satisfaction of the Commissioner of the Department of Cultural Affairs of the City (the "Commissioner"), and approved in writing by the Commissioner prior to the implementation of the plan. Such a plan shall identify each Park District vendor participating in the Festival, and shall include a method of identifying such vendors during the Festival, including, but not limited to a standard uniform code for such vendors. Additionally, the plan shall include guidelines for the movement of such vendors. Participation of Park District vendors shall be subject to the terms and conditions of those contracts or agreements such vendors have with the Park District, provided that the Park District shall ensure that its vendors shall, for the duration of the Festival, comply with those policies and guidelines established by the City for any and all vendors participating in the Festival. Participation by Park District vendors in the Festival shall be limited to a physical inclusion within the boundaries of the Festival only and shall not give rise to or create any rights, obligations, duties or legal relationships by or between the City, the Park District or the Park District vendors in addition to those validly existing at law at the time of the execution of this Agreement, with the exception, however, of that agreement entered into between the City and Bismark Foodservice, the authorized vendor for the Park District.

The City shall pay to the Park District a maximum of \$50,000.00 from the proceeds received by the City as a result of its agreement with Bismark Foodservice for the sale of Festival souvenirs and/or posters. It is the intent of the City that such payment is to be used by the Park District for the restoration of Park District property, and it is expressly agreed by the City and Park District that such payment shall be in full satisfaction of the City's obligation set forth in Section 2.05 hereof to restore those areas of Grant Park used by the City for the Festival. The Park District further agrees that such payment shall constitute a full and complete release of the City by the Park District from any and all claims, demands, actions, causes of action, liabilities, disputes, losses, damages or injuries arising as a result of any and all damage to Park District property which may have resulted from City-sponsored events in all previous years and any City-sponsored 1989 events which have been, are or shall be located on Park District property.

## 2.07

The City shall appoint a "General Manager" for the Festival who shall constitute that party having direct authority of the production of the Festival, subject only to the authority of the Commissioner, and who shall have final authority on-site during the Festival.

## 2.08

The City shall obtain a blanket public liability insurance policy covering the Festival in the amount of Two Million and no/100 Dollars (\$2,000,000.00), naming the Park District, inter alia, as an additional insured. Further, the City of Chicago shall indemnify, defend, keep and save harmless the Park District, its officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses which may accrue against such parties as a consequence of the granting or performing of any or all provisions of this Agreement, except for those claims arising as a result of the negligence, errors or omissions of the Park District or those Park District vendors participating in the Festival and other activities for which the Park District has principal responsibility.

## 2.09

The City shall comply with all applicable federal, state and local laws, rules, regulations and executive orders and, further, shall obtain or cause to be obtained all necessary permits or licenses, if any.

## Section 3. The Park District.

## 3.01

The Park District does hereby grant the City the right to place those parts of its Festival on and within Grant Park in that manner and on those areas as described on the site layout map attached hereto as "Exhibit A" and incorporated herein by reference, subject only to those terms and conditions imposed by the Park District on the use of Park District property as described by those guidelines attached hereto as "Exhibit B" and incorporated herein by reference.

## 3.02

The Park District shall ensure that those areas of Grant Park in use by the Festival shall remain open to the public until 10:00 P.M. on June 27 -- July 4, 1989, and that Buckingham Fountain and its colored water display shall be turned off at 9:00 P.M. on those same dates

## 3.03

The Park District shall ensure that Grant Park is in a clean, sightly, sanitary and safe condition on the first date that the City commences to set up the Festival, subject only to those items disclosed during that inspection conducted in accordance with Section 2.05 hereof. Thereafter, the Park District shall continue to clean and maintain all areas of Grant Park which are not designated Festival areas in use by the City in no less than the usual and normal manner and at such times as the Park District otherwise would if the Festival were not in progress. Upon the conclusion of the Festival, the Park District shall be responsible for any and all restoration in excess of that required of the City by Section 2.05 hereof.

## 3.04

The Park District shall within no less than ten (10) business days after the execution of this Agreement provide the City with a list of vendors authorized to operate in Grant Park together with a list of the locations authorized for such vendors. The Park District shall supervise its vendors in order to ensure that the activities of those vendors do not conflict or otherwise interfere with the operation of the Festival. The Park District shall assist the City by preventing unauthorized vendors from operating on Park District property during the Festival. The Park District shall provide a means by which to distinguish its authorized vendors from those vendors which are unauthorized.

## 3.05

The Park District agrees to grant any and all licenses or permits required for the Festival, upon proper application and payment of fees, if any, therefor, and not to withhold unreasonably its approval for same.

## 3.06

The Park District shall within no more than ten (10) days after the execution of this Agreement appoint an individual responsible for the on-site management of Park District activities and coordination with the City during the Festival. Such person shall be empowered with the authority for the performance of any actions required of the Park District by this Agreement. Such person shall further be available to the City during all hours the Festival is in operation. The Park District does hereby authorize to consult and advise the City with respect to the Festival.



Section 4. Special Conditions.

4.01

The term of this Agreement shall be for the 1989 Taste of Chicago only, its preparation, operation and conclusion.

4.02

The parties agree that this Agreement is one of intergovernmental co-operation only and that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Park District, or as constituting either party as an agent, representative or employee for the other for any purpose or in any manner whatsoever.

4.03

Subject only to those terms and conditions expressly stated herein, the City shall have the sole and exclusive authority for the final determination of any and all aspects of the Festival's production and operation.

Section 5. General Conditions.

5.01 Whole Agreement.

This Agreement and any exhibits hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event that there exists any conflict between or among the exhibits and this Agreement, the terms of the Agreement shall be controlling.

5.02 Counterparts.

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

#### 5.03 Modifications And Amendments.

No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

#### 5.04 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provision thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement. In the event of any conflict between this Agreement and any exhibits hereto, the terms of the Agreement shall be deemed to control.

#### 5.05 Severability.

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

#### 5.06 Conflict Of Interest.

(a) No member of the governing body of the City of Chicago, or the Park District, and no other officer, employee, or agent of the City of Chicago or the Park District who exercises any decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom, if said Agreement and the Festival to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Ch. 26.2 of the Municipal Code of the City of Chicago "Governmental Ethics" are hereby incorporated by reference. The City shall provide the Park District with a copy of the Executive Order upon request.

#### Section 6. Notices.

Any notice required or permitted to be given hereunder shall be in writing, and the mailing thereof by certified mail, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may, by notice in writing, designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof:

If To The City:

Department of Cultural Affairs  
Cultural Center  
174 West Randolph Street  
Chicago, Illinois 60601  
Attention: Commissioner

and

Office of Special Events  
City Hall, Room 703  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Director

With Copy To:

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

If To The Park District:

Chicago Park District  
425 East McFetridge Drive  
Chicago, Illinois 60605  
Attention: \_\_\_\_\_

With Copy To:

Law Department  
Chicago Park District  
425 East McFetridge Drive  
Chicago, Illinois 60605  
Attention: General Attorney

Any such notice may be served by personal delivery thereof, which delivery shall constitute service of notice hereunder on the date of such delivery.

Section 7. Authority.

7.01

The City of Chicago Fund chargeable shall be 356-41-30-9801-0140 and is subject to the availability of funds therein contained.

7.02

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City of Chicago on \_\_\_\_\_, 1989.

7.03

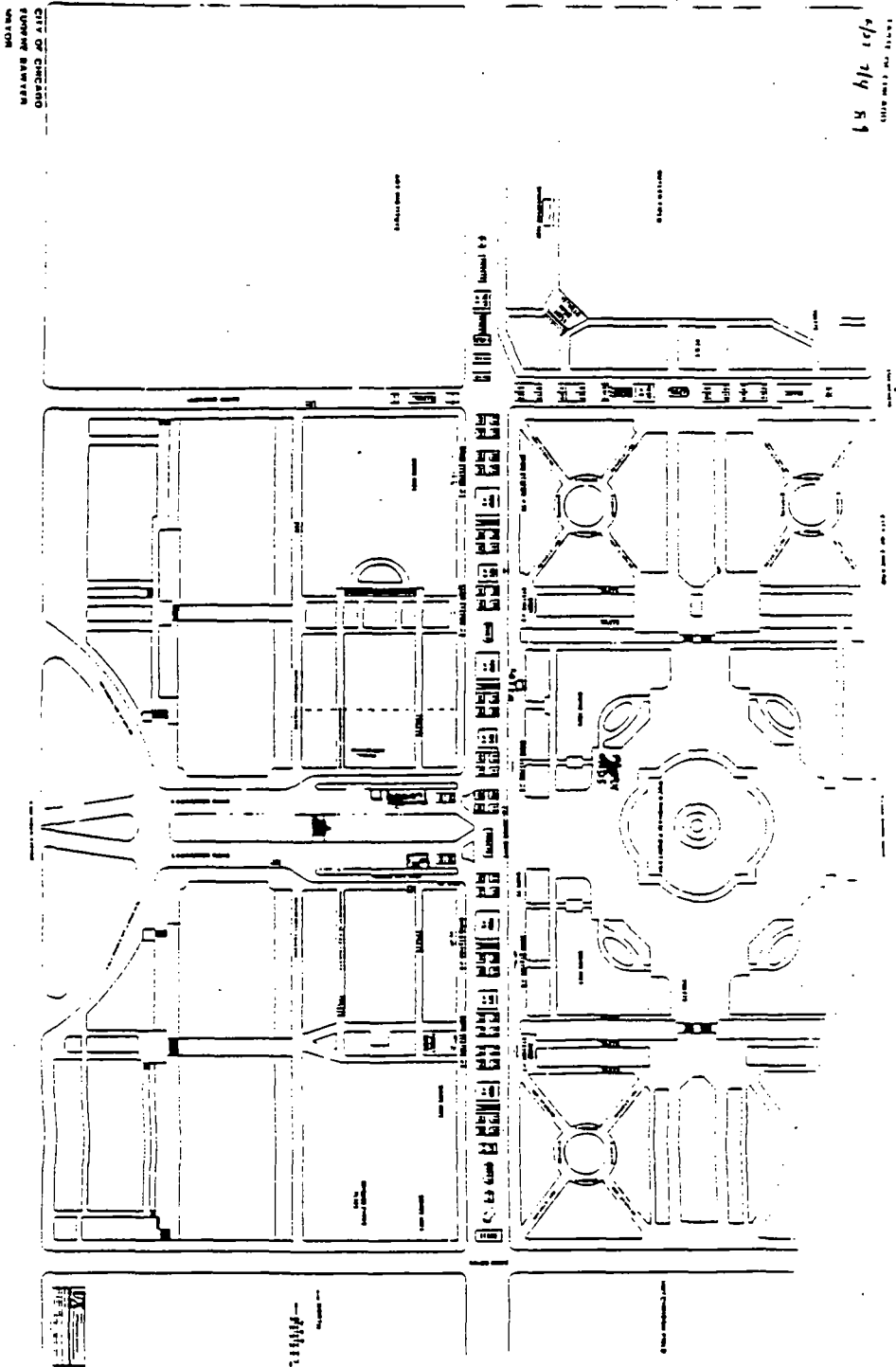
Execution of this Agreement by the Park District is authorized by a resolution passed by its Board of Directors on \_\_\_\_\_.

In Witness Whereof, The parties have caused this Agreement to be executed as of the date first written hereinabove.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibits A through C to this Exhibit "B" printed on pages 1602 through 1605 of this Journal.]

(Sub)Exhibit A.



*(Sub)Exhibit B.*

Chicago Park District Guidelines -- 1989 Taste Of Chicago.

In an attempt to minimize the damage to Grant Park that an event such as Taste of Chicago can inflict, the Chicago Park District establishes the following guidelines:

- 1) Consistent with (Sub)Exhibit A, it is understood and agreed that the City of Chicago will locate only the following functions and/or facilities within Grant Park during the Taste of Chicago event:
  - a) 10 radio stations;
  - b) 6 dining/picnic areas;
  - c) 4 toilet facilities;
  - d) 2 family oasis;
  - e) 9 refrigerated storage areas;
  - f) 1 handicapped area; and
  - g) 4 management locations -- 1) overall event coordination; 2) electrical and wiring management; 3) police and cash accounting functions; and 4) aging and disability management.

All other support functions and facilities pertaining to the event shall be located in those areas under the jurisdiction of the City. Any additional functions and facilities that are proposed to be located in Grant Park require the approval of the designated Park District "On-Site Manager" for the Taste of Chicago event.

- 2) It is understood and agreed that the Chicago Park District has jurisdiction over the sidewalks in Grant Park.
- 3) It is understood and agreed that the City of Chicago will provide snow fencing around both sides of the ornamental hedge rows bordering the refrigerator storage

areas specified in (Sub)Exhibit A in an attempt to minimize damage to plant life in these areas.

- 4) It is understood and agreed that the radio stations and the setting up and operation of the event shall in no way interfere with the rehearsals and performances at the James C. Petrillo Band Shell. The City of Chicago's "General Manager" and the Park District's "On-Site Manager" will be the final arbiters in determining and defining what constitutes interference. In particular, the Taste of Chicago management team will coordinate work schedules to accommodate the following rehearsal and performance times at the Band Shell:

#### Rehearsal Schedule

Tuesday, June 27	11:00 A.M. -- 1:30 P.M. 3:00 P.M. -- 5:30 P.M.
Wednesday, June 28	11:00 A.M. -- 1:30 P.M.
Thursday, June 29	11:00 A.M. -- 1:30 P.M.

#### Concert Schedule

Wednesday, June 28	7:00 P.M. -- 8:30 P.M.
Thursday, June 29	7:00 P.M. -- 8:30 P.M.
Monday, July 3	8:00 P.M. -- 9:30 P.M.

- 5) It is understood and agreed that all vehicles are forbidden to park or drive across parkland. The only exceptions that will be made are in the following areas:
- a) accessing and using those areas designated as refrigerated storage in (Sub)Exhibit A;
  - b) accessing and using those areas designated as management areas in (Sub)Exhibit A; and
  - c) accessing and using the path that runs north and south just east of the Illinois Central Railroad train.
- 6) It is understood and agreed that the Park District retains exclusive control over the operations of the duly authorized concessionaires in Grant Park.

*(Sub)Exhibit C.*

The following streets will be closed on Thursday, June 22, 1989 at 7:00 P.M.:

Columbus from Monroe to Balbo.

Jackson from Michigan to Lake Shore Drive.

Congress from Michigan to Columbus.

All streets will reopen on Thursday, July 6 at 5:00 A.M.



*Exhibit "C".*

*Department Of The Army License.*

The Secretary of the Army (hereinafter Secretary) or duly authorized representative under authority of General Administrative Powers grants to the City of Chicago (hereinafter licensee) a license to moor barges to breakwater and conduct fireworks displays. The license is for a period of two weeks beginning June 25, 1989 and ending July 8, 1989, but revocable at will by the Secretary or duly authorized representative. The license is for the premises (hereinafter premises) shown in Exhibit "A" and more particularly described in Exhibit \_\_\_\_\_ which are attached and made part of this instrument.

This license is granted subject to the following conditions:

1. The exercise of the privileges granted shall be:
  - a. without cost or expense to the United States;
  - b. under the general supervision of the officer executing this license or duly authorized representative (hereinafter said officer); i.e., subject to rules and regulations which said officer may prescribe from time to time and subject to approval of said officer, including prior written approval for alterations, modifications or additions or the use of any herbicide or pesticide on the premises;
  - c. subject to the right of the United States to construct, use and maintain facilities on the premises without unreasonably interfering with the licensee's privileges;
  - d. subject to other outgrants of the United States on the premises which do not unreasonably interfere with the licensee's privileges; and
  - e. without liability of the United States for failure to supervise or inspect activities or facilities of the licensee.
2. The licensee at its own expense shall maintain the premises in good order.
3. The licensee shall at its own expense promptly repair or replace to the satisfaction of said officer any United States property damaged or destroyed by the licensee incident to the exercise of the privileges granted.

Instead and if required by said officer, the licensee shall pay the United States money in an amount sufficient to compensate for the loss sustained by the United States for damage to or destruction of United States property.

4. The United States and its officers, agents, servants, and employees ("the released parties") shall not be responsible for damages to property, injuries to persons, or any other cause of action ("released actions") which may arise from or be incident to this license or the licensee's exercise of the privileges herein granted. Released actions include, without limitation, damage to the licensee's property, injury to the licensee's person, or other cause of action of the licensee, or such damage, injury or other cause of action of the licensee's officers, agents, servants, employees, invitees of any of these, or anyone else otherwise on or near said premises incident to the license. The licensee shall hold harmless and indemnify the released parties for released actions which may arise from or be incident to this license or the licensee's exercise of the privileges herein granted.

5. The licensee shall not discriminate against any person(s) because of race, color, age, sex, religion, handicap, or national origin in the conduct of its operations hereunder. The licensee furnishes as a part of this contract an assurance, Exhibit "B", that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. S 2000d) and all requirements imposed by or pursuant to Department of Defense Directive 5500.11, May 27, 1971, as amended (32 C.F.R. pt. 300).

6. The licensee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The licensee shall at no cost to the United States promptly comply with present and future federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the licensee's right to contest their validity or enjoin their applicability. The licensee shall not be responsible for pollution caused by others.

7. The licensee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the licensee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

8. The licensee will use all reasonable means available to protect the environment and natural resources from damage arising from this license or activities incident to it, and where damage nonetheless occurs, the licensee shall be liable to restore the damaged resources.

9. If the licensee discovers military contamination on the premises, the licensee shall immediately stop work and request said officer for help.

10. On or before the date this license expires or the licensee relinquishes this license, the licensee shall vacate the premises, remove the licensee's property and restore the premises to a condition satisfactory to said officer, except for damages beyond the licensee's control or for fair wear and tear. If this license is revoked, the licensee will do the same within the

time designated by said officer. If the licensee fails or neglects to remove the property and to restore the premises, at the option of said officer:

- a. said property shall become the property of the United States without compensation therefor; or
- b. said officer may have the property removed and the premises restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of the removal and restoration work.

11. The licensee may terminate this license by giving ten (10) days written notice by certified mail to the Secretary through said office. The United States shall not refund compensation paid under Condition 1. If notice is not given at least ten (10) days before compensation is due under Condition 1, the licensee shall pay the compensation for that period or term.

12. This license is effective only insofar as the rights of the United States in the premises are concerned. The licensee shall obtain any further permission necessary on account of any other existing rights.

13. This license may not be transferred or assigned. Prior to execution of this license, Condition No(s). 1 and 3 were deleted, and Condition No(s). 16, 17, 18 and 19 were added on page 4 which is made part of this instrument.

This license is not subject to Title 10, United States Code, Section 2662, as amended.

In Witness Whereof, I have hereunto set my hand by authority/direction of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
 Victor L. Kotwicki  
 Chief, Real Estate Division  
 Detroit District

The above instrument, including all its conditions, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[Signature forms omitted for printing purposes.]

14. The use of any pesticides on the land described herein must be in accordance with federal, state or local laws, rules and regulations covering such pesticides.

15. The license grants the rights to conduct fireworks displays in connection with a public event known as "Taste of Chicago" in early July.

16. The licensee shall acquire liability insurance in the amount of \$2,000,000 with the U. S. Army Corps of Engineers named as an additional insured for the activities permitted by this license. A copy of certificate of insurance shall be provided to the U. S. Army Corps of Engineers prior to the effective date of this license.

17. The license shall require the insurer to give written notice to the co-insured party(ies) in the event of any material change in or cancellation of said insurance policy. Such notice shall be received by the U. S. Army Corps of Engineers, Chicago District, fifteen days prior to such change or cancellation.

[(Sub)Exhibits A and B to this Exhibit "C" printed  
on pages 1610 through 1612  
of this Journal.]

*Exhibit "D".*

*Sponsorship Agreement.*

This Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between the City of Chicago, Illinois, a municipal corporation and a home rule municipality under Section 6a, Article VII of the 1970 Constitution of the State of Illinois (the "City"), acting by and through its Department of Cultural Affairs, Office of Special Events ("Special Events") and \_\_\_\_\_ (the "Sponsor").

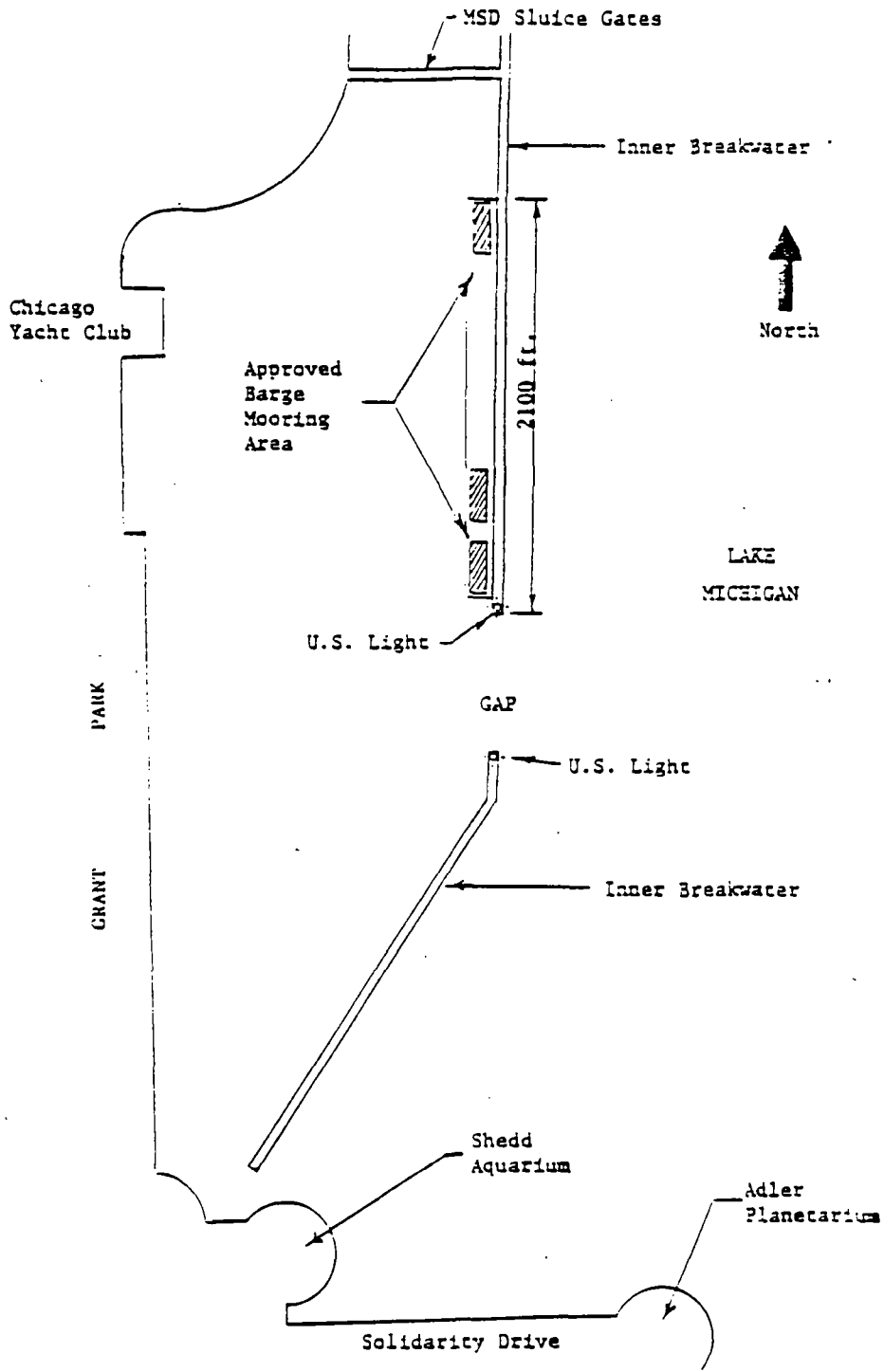
*Recitals.*

Whereas, The City intends to produce an event known as the \_\_\_\_\_  
(the "Event") from \_\_\_\_\_ through  
\_\_\_\_\_ inclusive; and

(Continued on page 1613)

\*\*\* MONROE STREET HARBOR \*\*\*

\*\*\* BARGE MOORAGE \*\*\*



(Sub)Exhibit A.

*(Sub)Exhibit B.*

Assurance Of Compliance With The Department Of  
Defense Directive Under Title VI Of The Civil  
Rights Act Of 1964.

(hereinafter called "Applicant-Recipient") Hereby Agrees That it will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient received federal financial assistance from the Department of the Army and Hereby Gives Assurance That it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant-Recipient by this Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the federal financial assistance is extended to it by the Department of the Army.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

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

By: \_\_\_\_\_  
Director, Mayor's Office  
of Special Events.

(Continued from page 1609)

Whereas, The Sponsor is desirous of purchasing certain advertising and promotional rights relating to the Event for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and certain other valuable consideration as described herein; and

Whereas, The City is willing to sell such rights and provide certain other benefits as described herein to the Sponsor;

Now, Therefore, In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Section 1. The Above Recitals Are Expressly Incorporated In And Made A Part Of This Grant Agreement.

Section 2. Sponsor's Obligations.

The Sponsor's obligations are set forth in this Section 2 and in (Sub)Exhibit A which is attached hereto and made a part hereof.

2.01

The Sponsor shall pay to the City, Fund Number \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon execution of this Agreement.

2.02

The Sponsor shall provide the City with the following:

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

2.03

The Sponsor may provide, without cost to the City (except as may be otherwise provided in (Sub)Exhibit A), and at its own discretion, promotional items or on-site signage at the Event subject to the City's approval. If so provided, the City shall have the right to



determine the signage's size and location at the Event and to reject any promotional items or on-site signage which the City, in its sole opinion, deems to be in poor taste, unsuitable, or inappropriate to the nature of the Event. Nothing provided under this section shall be offered for sale to the public at the Event.

Section 3. City's Obligations.

The City's obligations are set forth in this Section 3 and in (Sub)Exhibit B attached hereto and made a part hereof.

3.01

The City shall provide the Sponsor with the following:

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3.02

The City shall include the name of the Sponsor, or its designated logo at the Sponsor's option, in a reasonable amount of printed advertising of the Event, including without limitation the City's press releases relating to the Event. What constitutes a reasonable amount shall be determined in the City's sole discretion.

3.03

The City shall also provide (as may be further defined in (Sub)Exhibit B attached hereto and made a part hereof) the Sponsor with a reasonable number of reserved seats at the Event; a reasonable number of invitations to the Event's Press Preview for the Sponsor's representatives; and a reasonable quantity of copies of Event photographs taken by the City. What constitutes a reasonable number and quantity shall be determined in the City's sole discretion.

Section 4. Special Conditions.

4.01

The parties agree that the monies and goods provided by the Sponsor under Section 2 herein represent the fair market value for the advertising rights and other benefits granted by the City under Section 3 herein.

4.02

The Sponsor warrants and represents to the City the following:

- (a) That the Sponsor has no interest in or discretion over the content, production, or location of the Event, other than that which is expressly set forth herein.
- (b) That the Sponsor's consideration granted under Section 2 hereof is not directly or indirectly related to or conditioned upon the sale of any of Sponsor's products and/or services at this Event, by it or anyone else, and that the Sponsor does not in any way require its products to be served and/or to be sold or used at the Event.
- (c) That nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Sponsor, or as constituting the Sponsor or any officer, owner, employee or agent of the Sponsor as agent, representative or employee of the City for any purpose or in any manner whatsoever.

4.03

The Sponsor shall name the City of Chicago, its officials, employees and agents, as additional insureds on all insurance coverage obtained by the Sponsor in connection with its participation in the Event. Prior to the Event the Sponsor shall furnish copies of Certificates of Insurance evidencing coverage approved by the City of Chicago Comptroller, Risk Management Division (the "Risk Manager") issued by an insurance company licensed in and authorized to do business under the laws of the State of Illinois and approved by the Risk Manager. In addition, prior to the Event the Sponsor shall furnish copies of such Certificates of Insurance to the following address:

Mayor's Office of Special Events  
City Hall, Room 703  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Marketing Manager

Section 5. Events Of Default And Remedies.

5.01

Any material failure by either party to perform or carry out its obligations under this Agreement shall constitute an event of default.

5.02

Any event of default by one party which continues without cure, or without a good faith effort to cure, for three (3) days after the giving of notice as provided hereinbelow shall excuse the other party from performing its obligations under this Agreement, automatically and without further notice.

5.03

No remedy by the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, now or hereafter, existing at law, in equity or by statute; no delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power nor shall it be construed to be a waiver of any such default or event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6. General Conditions.

6.01

This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

## 6.02

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

## 6.03

No changes, amendments, modifications, cancellation or discharge of the Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

## 6.04

The Sponsor shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created hereby, or any interest in any portion of the same, without the prior written consent of the City.

## 6.05

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

## 6.06

The parties shall, in their performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, rules, regulations and executive orders; including without limitation, the requirements of the State of Illinois Criminal Code, Ill. Rev. Stat. Ch. 38¶ 33E-11; the requirements of "Prohibition of Investment and Use of City Monies in Financial Institutions Doing Business with Republic of South Africa and Namibia" ("Anti-Apartheid Ordinance"), Chapter 26, Sections 26-26.1 -- 26-27 of the Municipal Code of the City of Chicago; and the "Disclosure of Ownership Interest in Entities" of Chapter 26.1 of the City of Chicago Municipal Code.

## 6.07

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 decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the production of the Event to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

## 6.08

No member, official, or employee of the City of Chicago shall be personally liable to the Sponsor or any successor in interest in the event of any default or breach by the City of Chicago, or for any amount which may become due to the Sponsor or its successor in interest, or on any obligation under the terms of this Agreement.

## 6.09

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

## 6.10

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

## 6.11

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

6.12

Any and all notices given or required under this Agreement shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Department of Cultural Affairs  
174 West Randolph Street  
Chicago, Illinois 60601  
Attention: Commissioner

and

Mayor's Office of Special Events  
City Hall, Room 703  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Director

If To The Sponsor:

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

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

Notices sent in accordance with this section shall be deemed effective upon mailing. Notices personally delivered shall be deemed effective upon receipt.

6.13

This Agreement shall be executed by an authorized representative of the Sponsor and returned to the City no later than \_\_\_\_\_ to the address as set forth in 6.12. Attention: Marketing Manager.

In Witness Whereof, the parties have caused this Agreement to be signed as of this \_\_\_\_\_ day of \_\_\_\_\_.

[Signature forms omitted for printing purposes.]

(Sub)Exhibits A and B to this Exhibit "D" read as follows:

*(Sub)Exhibit A.*

Section 2. Sponsor's Obligations.

2.01

The Sponsor shall pay to the City, Fund Number \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as a sponsorship fee for the right to be designated as \_\_\_\_\_ of the Event.

2.02

The Sponsor shall make the above payment to the City pursuant to the following schedule:

50% upon execution of this Agreement; and

50% within ten (10) days of the completion of the Event.

Payments shall be made payable to the City of Chicago and delivered in the manner set forth in §6.12 of the Agreement, Attention: Accounting Department.

2.03

The Sponsor shall provide the City with \_\_\_\_\_ in promotional in-kind contributions with a fair market value of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

## 2.04

If applicable, the Sponsor shall submit an application for food/beverage/merchandising stand along with a \_\_\_\_\_ Dollar (\$ \_\_\_\_\_) application fee by no later than the due date indicated on the application form attached hereto.

## 2.05

Upon Sponsors request, Sponsor shall pay the City \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to host a reception under the Sponsor tent. Sponsor must submit a written plan for the reception no later than three weeks prior to the start of the Event to the Director of the Mayor's Office of Special Events (hereinafter referred to as the "Director") detailing the date and activities of the reception. The reception plan shall be subject to the approval of the Director. All costs associated with the reception must be borne by the Sponsor unless otherwise provided in §3.11 of (Sub)Exhibit B hereto.

## 2.06

The Sponsor shall be responsible for all costs associated with the production of banner signage relating to the Sponsor for the Event.

## 2.07

The Sponsor shall pay for any and all on-site signage on the Sponsor's merchandising stand, if applicable. If the Sponsor desires to create its own design for the on-site signage, the Sponsor shall so notify the Director in writing and shall submit in writing to the Director three weeks prior to the start of the Event copies of the desired design. Such design shall be subject to the approval of the Director. If the Director has not received such notice and/or design as described above or does not approve of such design, the City shall create its own design and the Sponsor shall pay the City for all costs associated therewith.

## 2.08

The Sponsor shall pay for any and all cloth banners relating to the Sponsor for the Event. If the Sponsor desires to create and produce its own design for the banner, the Sponsor shall so notify the Director in writing and shall submit a written design for the banner to the City one month prior to the Event. The design shall be subject to the approval of the Director. The Sponsor shall forward the completed banners to the City no later than fifteen working days prior to the Event.



## 2.09

If it is agreed between the parties that the Sponsor shall also participate in the Event as a vendor, the Sponsor shall complete and execute the appropriate vendor agreement, copies of which agreements may be obtained at the Mayor's Office of Special Events.

## 2.10

The Sponsor shall provide a detailed written plan of its promotional activities which shall be subject to the approval of the Director. If the promotional plan is approved, no changes, additions or deletions to such plan may be made without the prior written approval of the Director.

## 2.11

The Sponsor shall use its best efforts to cooperate with the City and with other Sponsors in the promotion of the Event. Such cooperation shall include but not be limited to media conversions, point of sale promotions and cross promotions.

## 2.12

The Sponsor shall, within ten (10) days of execution of this Agreement provide the City with its corporate logos, including but not limited to black and white, color, PMS color designations, and size variations. Sponsor shall not unreasonably deny requests made by the City for additional logos.

## 2.13

The Sponsor shall provide the City with \_\_\_\_\_ press releases, which number shall be determined within the sole discretion of the City, by \_\_\_\_\_ (date)  
\_\_\_\_\_.

## 2.14

The Sponsor shall provide support as defined in §215 below for the following activities:

*Pub Crawl _____	[ ]
*Fly Away Promotions _____	[ ]
*Press Reception _____	[ ]
*State corresponding festival(s)	
Blues Festival	
Film Festival	[ ]
Blues In The Schools	[ ]
Major Concert	[ ]
Gospel Festival	
Gospel In The Loop	[ ]
Gospel At Rush Hour	[ ]
Early Evening Supper	[ ]
Jazz Festival	
Jazz Month	[ ]
Writer's Conference	[ ]
All City Chicago High School Band	[ ]
VIVA Festival	
School And Cultural Center Seminar	[ ]
Plaza Programming	[ ]
Other _____	[ ]

2.14

Support for the activities designated in §2.13 above shall include the following:

- Underwriting Support [ ]
- On-Site Merchandising [ ]
- Sampling [ ]
- Tie-Ins [ ]
- Concert Promotion [ ]
- Host Site [ ]
- Press Reception [ ]
- Press Reception Food Sponsor [ ]
- Signage
- In-Kind Trade:      Airline [ ]
- Media [ ]
- Hotel [ ]
- Instruments [ ]
- Transportation [ ]
- Equipment [ ]
- Other \_\_\_\_\_ [ ]

Support for the above-mentioned items shall include but not be limited to the following:

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## 2.15

The Sponsor understands and agrees that although the City welcomes programming suggestions and recommendations for the Event, the City shall in its sole discretion make all determinations for programming for the Event, and the Sponsor's obligations under this Agreement shall in no way be affected by any such programming determinations.

## 2.16

The Sponsor shall incur all production, delivery and other costs for any and all inflatables or other aerial type displays used by the Sponsor at the Event. Any such displays must receive the prior written approval of the Director.

## 2.17

The Sponsor shall park vehicles only in the area designated to it by the City. All Sponsor vehicles must display a valid permit in the vehicle's front windshield.

## 2.18

The Sponsor shall make payment to the City within \_\_\_\_\_ days of receipt of invoice for the use of equipment rental for the Sponsor tent.

## 2.19

The Sponsor shall deliver the following items to \_\_\_\_\_ by \_\_\_\_\_ (date) \_\_\_\_\_:

- |                         |     |
|-------------------------|-----|
| * Invitations           | [ ] |
| * Novelties             | [ ] |
| * Collateral Material   | [ ] |
| * Promotional Giveaways | [ ] |
| * Signage               | [ ] |
| * Merchandising         | [ ] |

*(Sub)Exhibit B.*

Section 3. City's Obligations.

3.01

The City shall provide the Sponsor with the following in addition to those obligations, set forth hereinbelow:

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3.02

The City shall recognize the Sponsor as \_\_\_\_\_ of the Event.

3.03

The City shall use reasonable efforts to include the Sponsor logo in public relations material.

3.04

The City shall have the sole discretion whether or not the Sponsor logo shall be included in the Event brochure and poster.

3.05

The City shall provide the Sponsor with a reasonable amount, to be determined in the City's sole discretion, of international, national, and local advertising, print and electronic media exposure.

3.06

The City shall provide Sponsor reasonable opportunities for sampling and on-site merchandising in accordance with a written plan which must be submitted to the Director by the Sponsor \_\_\_\_\_ days prior to the Event and shall be subject to the written approval of the Director.

3.07

The City shall use reasonable efforts to provide stage Sponsor mentions \_\_\_\_\_ mention(s) per hour from \_\_\_\_\_ stage.

3.08

The City shall use reasonable efforts to provide Sponsor mentions and acknowledgements at the Press Reception and other Event receptions.

3.09

The City shall provide the Sponsor with the following for its food/merchandising stand if applicable:

- Tent and size \_\_\_\_\_ [ ]
- Power of Amps./lighting \_\_\_\_\_ [ ]
- Chairs/number of chairs \_\_\_\_\_ [ ]
- Tables/size and number \_\_\_\_\_ [ ]
- Telephone(s)/number of phones \_\_\_\_\_ [ ]
- Telephone lines \_\_\_\_\_ [ ]
- Maintenance \_\_\_\_\_ [ ]
- Inflatables \_\_\_\_\_ [ ]

## 3.10

The City shall determine all signage placement as provided in Section 2.03 of the Agreement.

- (Sub)Exhibit C: map signage location.  
 (Sub)Exhibit D: map signage dimensions.  
 (Sub)Exhibit E: banner signage agreement.

Signage opportunities are as follows: Costs for such signage shall be borne by each of the parties as indicated below.

## Band Shell

(Q)	_____ Main Stage (overhead)	[ ]	[s] Sponsor cost
	_____ Bottom Stage	[ ]	
	_____ Side Walls	[ ]	
	_____ Lighting/Mix Tower(s)	[ ]	[c] City cost
	_____ Sound Tower(s)	[ ]	
	_____ Railing(s)	[ ]	
	_____ Dressing Room(s)	[ ]	
	_____ Basement	[ ]	
	_____ Back Stage Door	[ ]	
	_____ Back Gate (overhead)	[ ]	
	Other Stages (designate stage)		
	_____ Front Stage (overhead)	[ ]	
	_____ Back Stage (overhead)	[ ]	
	_____ Sound Tower	[ ]	

_____ Lighting/Mix Tower	[ ]
Other Areas	[ ]
_____ Welcome/Entry Sign	[ ]
_____ (Jackson and Columbus)	[ ]
_____ Other _____	[ ]

## 3.11

Sponsor shall host a reception under the Sponsor tent on \_\_\_\_\_ during the following hours \_\_\_\_\_.

The parties shall provide and bear all costs of the following items to host the Sponsor reception as indicated below:

(state "S" for Sponsor, "C" for City or "N/A" for Not-Applicable next to each item on the following page)

_____ Merchandising (specify)	[ ]
_____ Signage	[ ]
_____ Photographer	[ ]
_____ Tables/size	[ ]
_____ Chairs	[ ]
_____ Power (lighting)	[ ]
_____ Portable Ice Trailer	[ ]
_____ Ice	[ ]
_____ Sponsor Tent (walls/1 drop	[ ]
15 feet x 30 feet side)	[ ]
15 feet x 45 feet	[ ]
_____ Security	[ ]



_____ Fencing	[ ]
_____ Toilets	[ ]
_____ Caterer	[ ]
_____ Decorations	[ ]
_____ Entertainment	[ ]
_____ Invitations	[ ]
_____ Trinkets	[ ]
_____ Festival Brochures	[ ]
_____ Program Book	[ ]
_____ Posters	[ ]
_____ Audio-Visual Equipment	[ ]
_____ Other	[ ]

3.12

The City shall provide the following benefits:

Type Of Benefit	Amount
Invitations	
Press Preview	_____
Public Relations/Sponsor	_____
Mayor's Reception	_____
Reserved Seating Tickets	_____
Parking Permits	_____
Pickup/Delivery Permits	_____
Sponsor Badges	_____
Meal Tickets	_____

Type Of Benefit	Amount
Promotional Giveaway Tickets	_____
Pub Crawl Tickets	_____
Photo Opportunities	_____
*Onstage Pass(es)	_____
*Backstage Pass(es)	_____
*Backgate Pass(es)	_____
Other _____	_____

\*The City must receive in writing prior to the Event justifications of request (i.e. names/reasons).

3.13

The City shall host a reception under the sponsor tent on \_\_\_\_\_ for participating sponsors and out-of-town reporters -- local reporters shall be considered.

The City shall provide for such reception at its own cost the items as indicated below:

- |                              |               |
|------------------------------|---------------|
| Photographer                 | Catering      |
| Tables                       | Staff         |
| Chairs                       | Invitations   |
| Power (lighting)             | Decorations   |
| Security (day and overnight) | Ice           |
| Maintenance                  | Sponsor Tent  |
| Ingress/Egress Control       | Entertainment |

3.14

The City shall also provide:

- \*Band Shell Sponsor Presentation [ ]
- \*Exposure (via reporters and signage  
visability) [ ]
- \*Distribution of Festival poster,  
brochure and program books [ ]
- \*Sponsor mentions under Sponsor tent [ ]

3.15

The City shall provide Sponsor with a framed official Event poster.

3.16

The City shall provide the Sponsor with a \_\_\_\_\_ page advertisement in the Event's official program book, if such book is developed. The Sponsor shall provide a (4-color, 2-color, or black and white) camera-ready art work to the City within ten (10) days of notification.

*Exhibit "E".*

*Radio Station Agreement.*

This Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1989 by and between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government under Section 6a, Article VII of the 1970 Constitution of the State of Illinois (the "City"), acting by and through its Department of Cultural Affairs (the "D.C.A."), Office of Special Events ("Special Events"), and \_\_\_\_\_, (the "Station") with principal offices at \_\_\_\_\_.

*Recitals.*

Whereas, The City intends to produce an event known as the Taste of Chicago (the "Event") from June 27, 1989 through July 4, 1989 inclusive; and

Whereas, The Station is desirous of broadcasting live radio coverage of and from the Event; and

Whereas, The City is willing to permit such broadcasting under the terms and conditions contained herein;

Now, Therefore, In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part of This Agreement As Though Fully Set Forth Hereinbelow.

Section 2. Station's Obligations.

2.01

The Station shall provide the City with promotional air time relating to the City, the Event, and the sponsors and vendors involved therein. Such promotional air time shall total no less than \_\_\_\_\_ for the four week time period preceding the Event. Such promotional air time shall be to the reasonable satisfaction of the Director of the Office of Special Events or one or more of her duly designated representatives (the "Director") in length, format and content. The City shall provide the Station with the desired contents of such promotional air time and the Station shall produce all promotional air time, subject to the approval of the Director.

The Station shall make weekly written status reports to the Director. The Station shall maintain full and complete records of its promotional air time, and shall immediately turn over to the City such records upon the City's request therefor or shall make such records available for inspection by any employee, officer or agent of the City upon reasonable notification and during reasonable business hours. The Station shall maintain, subject to the provisions of this Section §2.01, such records in a safe and secure and reasonably accessible location for no less than three (3) years after the end of the Event.

## 2.02

The Station shall ensure that its booth, and the site upon which the booth is located and any areas adjacent to such booth (collectively, the "Premises") are maintained in a clean, sightly, sanitary and safe condition throughout the Sponsor's installation and operation of its temporary radio station.

## 2.03

The Station shall be responsible for obtaining any and all security which it deems necessary for the protection of its own property and equipment used or present at the Event, and shall be solely responsible for any loss, damage, destruction, vandalism or theft of the same. The City assumes no responsibility for the security, safeguarding or safekeeping of the Station's property and equipment. The Station shall submit to the City no later than May 15, 1989 its set-up plans for the Premises which shall be subject to the approval of the Director.

## 2.04

The Station shall not engage in any acts which may incite riotous action which, in the reasonable discretion of the City, would affect the health and safety of persons attending the Event.

## 2.05

The Station shall ensure that its broadcasts in no way conflict with any and all performances which may be presented at the Event's live performance or staging areas.

The City shall determine the appropriate sound volume for the Station's public broadcast during the Event, and the City reserves the right to request the Station to adjust the volume of its public broadcast, when it determines, in its reasonable discretion, that such is necessary for the implementation, administration, and enjoyment of the Event. Upon such request, the Station shall immediately adjust the sound volume as requested by the City.

## 2.06

The Station shall broadcast live over the air any and all entertainment performed on the Premises.

## 2.07

The Station shall repair, restore and return back the Premises to the City in a condition no less than that in which it was received.

## 2.08

The Station warrants and represents that it possesses all licenses and permits necessary for the operation of a radio broadcast.

## 2.09

The Station shall indemnify, save and keep harmless the City of Chicago, the Chicago Park District, and the Illinois Restaurant Association, their respective agents, officials and employees, from any and all liability, liens, judgments, costs, damages and expenses of any kind whatsoever arising, directly or indirectly, from the granting or performance of this Agreement.

## 2.10

The Station shall obtain and submit evidence thereof to the City of Chicago Comptroller, Risk Management Division, public liability insurance coverage in an amount no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, the Chicago Park District and the Illinois Restaurant Association, their respective agents, officials and employees, as additional named insured.

## 2.11

The Station may provide, without cost to the City and at its own discretion, promotional items or on-site signage at the Event. If so provided, the City shall have the right to determine the signage's location at the Event and to reject any promotional items or on-site signage which the City, in its sole opinion, deems to be in poor taste, unsuitable, in conflict with Event sponsorship, or inappropriate to the nature of the Event. Nothing provided under this section shall be offered for sale to the public at the Event.

## 2.12

The Station shall identify to the City an individual charged with the responsibility of the terms of this Agreement who shall be accessible to the City at all times during the operation of the Event.

## 2.13

The Station shall provide live public broadcast from the Premises at the Event during the following days and times:

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## 2.14

The City shall provide the Station with two service vehicle passes which passes will allow on-site vehicle access to the Premises up to one-half hour prior to the start of each day of the Event. The Station shall thereafter park any and all authorized vehicles in designated remote parking areas.

## 2.15

The Station shall not allow any vehicles to remain at or near the Premises except during load-in on June 26, 1989 and tear down on July 5, 1989. The Station understands and agrees that any and all unauthorized vehicles will be towed away at the owner's expense. Notwithstanding this provision, however, the Station may allow automobiles to be parked at or near the Premises which are the subject of a prize to be awarded during the Event.

## 2.16

The City shall provide the Station with electricity not to exceed 20 AMPS/120 volt. The Station shall provide all other items and equipment necessary to perform this Agreement. The Station shall provide the City no later than May 15, 1989 its on-site set-up plans and electricity requirements, if any, which are above and beyond the City provided 20 AMPS/120 volt. All such plans shall be subject to the approval of the Director.

## 2.17

The Station shall provide a minimum of one hour of public service programming concerning the Event, which may include, public service announcements, talk shows and news programs; the contents of all such programming shall be subject to the prior approval of the Director.

## 2.18

The City shall provide the Station with Event food tickets in the amount of \$1,000.00. The Station shall give away all of such tickets over the air to members of the public prior to the Event in prize packages not to exceed \$50 worth of tickets. The Station shall provide the City with names and addresses of such ticket recipients and the dates on which the prizes were awarded.

### Section 3. City's Rights And Obligations.

## 3.01

The City hereby grants permission to the Station to install and operate a temporary radio booth during the Event, subject to the terms and conditions stated herein and otherwise in accordance with the site layout map attached hereto as (Sub)Exhibit A and incorporated by reference herein. Such installation and operation shall be reasonably acceptable to the Director. In no case shall the Station transmit its broadcast audibly into the public area of the Event before eleven o'clock (11:00) A.M. or after seven o'clock (7:00) P.M. on each day of the Event. In addition, the Station shall not encourage its listeners to attend the Event prior to the time at which the Event opens each day at eleven o'clock (11:00) A.M.

## 3.02

The City shall cooperate with the Station in its broadcasts by providing reasonable access to persons connected with the Event for the purpose of live interviews.

## 3.03

The City shall provide the Station with such information regarding the Event as may be necessary for the Station to convey during its broadcasts required under Section 2.01 hereof.



## 3.04

The City shall, where and when appropriate in its reasonable discretion, identify the Station as a participant in the Event. The City may include the name of the Station, or its designated logo at the Station's option, in printed advertising of the Event, including without limitation the City's press releases relating to the Event.

## 3.05

The City may also provide Station officials and employees four (4) reserved seats at the Event; a reasonable number of invitations to the Event's Press Preview; and a reasonable number of copies of Event photographs taken by the City.

## Section 4. Special Conditions.

## 4.01

The parties agree that any monies, services and/or goods provided by the Station under Section 2 herein represent the fair market value for the advertising rights and other benefit grants by the City under Section 3 herein.

## 4.02

## The Station Warrants And Represents To The City:

- (a) That the Station has no interest in or discretion over the content, production, or location of the Event, other than that which is expressly set forth herein.
- (b) That the Station's consideration granted under Section 2 hereof is not directly or indirectly related to or conditioned upon the sale of any of the Station's products and/or services at this Event, by it or anyone else, and that the Station does not in any way require its products and/or services to be sold or used at the Event.

Section 5. Events Of Default And Remedies.

5.01

Any material failure by either party to perform or carry out its obligations under this Agreement shall constitute an event of default.

5.02

Any event of default by one party which continues without cure, or without good faith effort to cure, for ten (10) days after the giving of notice as provided hereinbelow shall excuse the other party from performing its obligations under the Agreement, automatically and without further notice.

5.03

No remedy by the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies existing, now, or hereafter, at law, in equity or by statute; no delay or omission to exercise any right or power shall be construed to be a waiver of any such default or event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6. General Conditions.

6.01

It is understood and agreed between the parties hereto that "Time Is Of The Essence" in this Agreement and this applies to all terms and conditions contained herein.

6.02

This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

## 6.03

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

## 6.04

No changes, amendments, modifications, cancellation or discharge of the Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

## 6.05

The parties agree nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Station, or as constituting the Station or any officer, owner, employee or agent of the Station as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

## 6.06

The Station shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created hereby, or any interest in any portion of the same, without the prior written consent of the City. The City reserves the right to assign all or any part of its interests hereunder.

## 6.07

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

## 6.08

The parties shall, in their performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders, including but not limited to the requirements of: the State of Illinois Criminal Code, Ill. Rev. Stat. Ch. 38§ 33E-11; the "Prohibition of Investment and Use of City Monies in Financial

Institutions Doing Business with Republic of South Africa and Namibia" ("Anti-Apartheid Ordinance"), Chapter 26-26.1 -- 26-27 of the Municipal Code of the City of Chicago; and the "Disclosure of Ownership Interest in Entities" Ordinance in Chapter 26.1 of the Municipal Code of the City of Chicago.

#### 6.09

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

#### 6.10

No member, official, or employee of the City of Chicago shall be personally liable to the Station or any successor in interest in the event of any default or breach by the City, or for any amount which may become due to the Station or its successor in interest in the event of any default or breach by the City, or for any amount which may become due to the Station or its successor in interest, or on any obligation under the terms of this Agreement.

#### 6.11

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

#### 6.12

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

## 6.13

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

## 6.14

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Department of Cultural Affairs  
174 West Randolph Street  
Chicago, Illinois 60601  
Attention: Commissioner

and

Office of Special Events  
City Hall, Room 703  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Director

With Copy To:

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

If To The Station:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Notices sent in accordance with this section shall be deemed effective upon mailing. Notices personally delivered shall be deemed effective upon receipt.

In Witness Whereof, The parties have caused this Agreement to be signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

[Signature forms omitted for printing purposes.]

*Exhibit "F".*

*Food Vendor Agreement.*

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Section 6, Article VII of the Constitution of the State of Illinois (the "City") acting by and through its Department of Cultural Affairs (the "D.C.A."), Office of Special Events ("Special Events") and \_\_\_\_\_ (the "Vendor").

*Recitals.*

Whereas, The City produces a program known as "Taste of Chicago" which will take place in and around Grant Park on the following dates:

Tuesday, June 27, 1989 from 11:00 A.M. to approximately 9:30 P.M.; Wednesday, June 28, 1989 from 11:00 A.M. to approximately 9:30 P.M.; Thursday, June 29, 1989 from

11:00 A.M. to approximately 9:30 P.M.; Friday, June 30, 1989 from 11:00 A.M. to approximately 9:30 P.M.; Saturday, July 1, 1989 from 11:00 A.M. to approximately 9:30 P.M.; Sunday, July 2, 1989 from 11:00 A.M. to approximately 9:30 P.M.; Monday, July 3, 1989 from 11:00 A.M. to approximately 9:30 P.M.; Tuesday, July 4, 1989 from 11:00 A.M. to approximately 8:00 P.M. (the "Event"); and

Whereas, The Vendor has experience and expertise in the business of serving and selling food items for public consumption for a period of one full year prior to the Event; and

Whereas, The City desires to use Vendor's experience and expertise for the purposes of serving and selling food items for public consumption at the Event; and

Whereas, The Vendor is ready, willing and able to perform such services;

Now, Therefore, In consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

Section 1. The Above Recitals Are Expressly Incorporated In And Made A Part Of This Agreement As Though Fully Set Forth Herein.

Section 2. Rights And Obligations Of The City.

2.01

The City shall provide the Vendor with a covered twenty foot by twenty foot (20' x 20') booth on the site of the Event (the "Premises"). The City shall outfit the Premises with two ten foot (10') menu signs indicating the restaurant's name use at its principal place of business, menu prices, and booth number; two work tables; two folding chairs; and a supply of skirted and covered perimeter tables adequate to border the booth's serving sides. The City shall provide the Vendor with one 120 volt, 20 amp, quad box on the Premises.

2.02

The City shall permit the Vendor, subject to the terms and conditions stated herein, to use the Premises for the purposes of preparing, serving and selling food items for public consumption during the Event.

2.03

The City grants the Vendor, subject to the terms and conditions stated herein, the right during the Event to serve and sell the following food items in such portions and at such prices as set forth below:

Product	Portion	Price per portion in number of official "Taste of Chicago" coupons valued at fifty cents (50 cents) each.
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**2.04**

The City reserves the right to approve or reject in writing any food items, their respective portions and the price per portion, which Vendor may request to substitute for the items listed in Section 2.03 hereof.

**2.05**

The City shall within ten (10) business days after the conclusion of the Event and upon proper presentation therefor, redeem official "Taste of Chicago" coupons at the rate of fifty cents (50 cents) per each coupon, less applicable taxes and a sixteen percent (16%) Event commission payable to the City.

**2.06**

The City reserves the right to control all aspects of the Event, including the Vendor's participation therein, in order to maintain the City's goal of projecting the City of Chicago and Chicago's dining industry in the best possible light. The City reserves the right to restrict or prohibit any behavior or printed matter that the City may deem, in its sole opinion, objectionable or in conflict with the nature of the Event. The City reserves the right to approve uniforms or costumes for Vendor's personnel. The City reserves the right to approve or reject any promotion, scheme or device involving the award of any novelty or prize which is determined by chance or as the result of any contest.



Section 3. Rights And Obligations Of The Vendor.

3.01

The Vendor shall pay to the City in consideration of the rights conferred on it by this Agreement the sum of Two Thousand and no/100 Dollars (\$2,000.00) made payable by certified check in the following manner:

City of Chicago  
1989 Taste of Chicago  
Fund No. 356

3.02

(a) The Vendor shall serve and sell only those items as are listed in Section 2.03 hereof, in the portions and at the prices per portion listed therein, and no other items or services except as approved in the manner set forth in Section 2.04 hereof. The Vendor shall accept payment for items or services only in the form of official "Taste of Chicago" coupons, which are hereby acknowledged to have a redemption value of fifty cents (50 cents) each, less applicable taxes and the City's commission.

(b) The Vendor shall provide and maintain all necessary food service equipment, a sufficient staff and a sufficient quantity of the above-referenced food items to serve and sell continuously throughout the time the Event is in operation.

(c) The Vendor shall provide the utensils necessary for the safe, sanitary and efficient consumption of its product(s) by customers.

3.03

The Vendor shall designate one or more authorized representatives who shall act as the responsible party on the Premises and who shall be available to the City at all times while the Event is in operation.

3.04

(a) The Vendor shall complete the initial delivery of all food items and equipment by 5:00 P.M., Monday, June 26, 1989.

(b) The Vendor shall be ready and able to serve customers by 11:00 A.M. each day of the Event.

(c) The Vendor shall cease cooking activities one hour before the scheduled closing time for each day of the Event.

(d) The Vendor shall close his booth to all sales by the scheduled closing time for each day of the Event.

(e) The Vendor shall not permit pick-up and delivery trucks to reenter the site of the Event until one-half hour after the closing time for each day of the Event.

(f) The Vendor shall ensure that the Premises are dismantled and clear of all food service equipment, inventory, and any and all trash by Midnight, Tuesday, July 4, 1989, provided that such activities shall not commence before 8:30 P.M. on such date and subject only to such delays as are caused by acts of God, strikes, fire, or other causes beyond the Vendor's reasonable control. Equipment or other property not removed by the aforementioned deadline shall be deemed to be abandoned and may, at the City's option, become the property of the City. The Vendor shall otherwise reimburse the City for any and all costs incurred in removing and/or storing the equipment or property, including a reasonable charge for overhead.

### 3.05

(a) The Vendor shall keep and maintain the Premises, its accompanying articles, and the attached or immediately adjacent grounds areas in a neat, clean, and sanitary condition on a regular basis during the time the Event is in operation. The Vendor shall deposit all garbage or rubbish in trash vehicles or dumpsters provided by the City for that purpose. The Vendor shall not use the trash containers made available for customer use.

(b) The Vendor shall return and yield back to the City the Premises, its accompanying articles, and the attached or immediately adjacent grounds areas in the condition in which they were received, reasonable wear and tear excepted.

(c) The Vendor shall ensure that the official "Taste of Chicago" coupons it receives in return for its food items shall be maintained in a safe and secure manner reasonably satisfactory to the City.

(d) The Vendor shall be financially responsible for any and all violations of disposal procedures established by the City of Chicago, the Metropolitan Water Reclamation District of Greater Chicago or any other governmental body having jurisdiction over the Premises. The Vendor shall also be financially responsible for any cleaning, replacement or repair of the Premises or its accompanying articles required to be done by the City after the completion of the Event.

## 3.06

(a) The Vendor shall comply with all applicable federal, state, and local laws, ordinances and Executive Orders; including but not limited to the requirements of: The State of Illinois Criminal Code, Ill. Rev. Stat. Ch. 38 ¶33E-11; the "Prohibition of Investment and use of City Monies in Financial Institutions Doing Business with Republic of South Africa and Namibia ("Anti-Apartheid Ordinance"), Chapter 26, Sections 26-26.1 -- 26-27 of the Municipal Code of the City of Chicago; and the "Disclosure of Ownership Interest in Entities", Chapter 26.1 of the Municipal Code of the City of Chicago".

(b) The Vendor shall observe and comply with all rules, regulations, or guidelines established for the operation of the Event, including but not limited to those restrictions and operating rules set forth in the 1989 Taste of Chicago Food Vendor Application form and the Illinois Restaurant Association Manual for the Event, the State of Illinois Food Service Sanitation Rules and Regulations, Series 750 and 760 and Chapter 130 of the Municipal Code of the City of Chicago.

(c) The Vendor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. The Vendor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Vendor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Vendor further agrees that this clause shall be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375, issued October 13, 1967, 32 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 92 Stat. 3783; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq., as amended; to Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

(e) The Vendor shall consult with the Chicago First Program of the Mayor's Office of Employment and Training for referrals of people for positions that will be hired or created for the duration of the Event. The Chicago First Program shall be a service available for such hiring. Further, the Vendor shall make every effort to give first consideration to utilizing those businesses and vendors located within the city limits of the City of Chicago for any goods or services required in performing under this Agreement.

## 3.07

Prior to the Event, the Vendor shall, at no cost to the City, cause at least one of its workers or employees to attend and obtain a certificate of completion from a Chicago Department of Health approved training course, which original certificate shall be prominently displayed on the Premises. Such certified worker or employee of the Vendor shall be present in a supervisory capacity at all times during the Event.

## 3.08

The Vendor shall obtain, at its own cost and expense, and submit evidence thereof to the City, all necessary permits, licenses, authorizations, and assurances necessary in order to prepare, serve, and sell food items for public consumption not less than forty-eight (48) hours prior to setting up on the Premises.

## 3.09

The Vendor agrees to indemnify, defend, keep, hold and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this Agreement, its execution and/or its performance.

## 3.10

The Vendor agrees that the City shall not be liable, to the extent permitted by law, for injury to the Vendor's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Vendor, its employees, invitees, customers, or any other person in or about the Premises, nor shall the City be liable for injury to the person of the Vendor, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Vendor. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other Vendor participating in the Event or from customers at the Event. The Vendor is expected to insure its equipment and property against loss, theft, and damage while on the site of the Event.

## 3.11

The Vendor shall obtain comprehensive commercial liability insurance including products liability coverage, naming the City, the Chicago Park District, their respective officials, employees, and agents, as additional insureds for any damages which may be sustained as a consequence of the Vendor's exercise of rights under this Agreement. The policies shall be in such forms and amounts as specified herein, and shall be satisfactory to the City Comptroller's Office of Risk Management (the "Risk Manager") and the Director of Special Events, or his duly authorized designee (the "Director") in his reasonable discretion.

(a) \$1,000,000 for bodily injury, property damages and personal injury, for any one occurrence and in the aggregate; and

(b) The Vendor shall maintain statutory Workers' Compensation Insurance which will cover its employees during the Event.

(c) The Vendor shall obtain insurance to cover its equipment and property against loss, theft or damage during the Event.

(d) The Vendor shall obtain all insurance policies from the companies which are licensed by and authorized to do business in the State of Illinois, and which are acceptable to the Risk Manager.

(e) The insurance policies shall contain provisions requiring that the Director be given no less than thirty (30) days written notice of any policy modification, termination, or cancellation. In no event shall the Vendor proceed to perform or cause to perform any of the services required herein until satisfactory evidence of such insurance has been presented to Risk Manager and the Vendor has received approval therefrom.

(f) The Vendor shall present, at least forty-eight hours prior to setting up on the Premises, certified copies of all such insurance policies to the Director.

## 3.12

The Vendor agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Vendor, or as constituting the Vendor or any officer, owner, employer or agent of the Vendor as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

## 3.13

It is expressly understood and agreed that this Agreement is for the duration of this Event only, and that the Vendor has no right or privilege other than that expressly provided herein. The Vendor shall not remain in possession of the Premises or on any property provided by the City after the expiration of the term of this Agreement nor shall the Vendor have any rights or privileges based upon this Agreement at any future point in time.

## Section 4. Events Of Default, Termination Of Agreement And Remedies.

## 4.01

The following shall constitute events of default:

- (a) Any material misrepresentation, written or oral, made by the Vendor to the City.
- (b) Failure by the Vendor to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement.
- (c) Insolvency or bankruptcy on the part of the Vendor or the assignment of assets for the benefit of creditors by the Vendor, if such insolvency, bankruptcy or assignment renders the Vendor incapable of performing the services in accordance with and as required by this Agreement.

## 4.02

The occurrence of any event of default may, at the sole option of the City, work an immediate and automatic forfeiture of any rights conferred by this Agreement and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Premises and remove all persons therefrom, forcibly or otherwise.

## 4.03

No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time

and as often as may be deemed expedient. In addition, the Vendor's default under this Agreement may be considered as a basis for its denial to be represented or to participate in any future Event or festival which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01

It is understood and agreed between the parties hereto that Time Is Of The Essence in this Agreement and this applies to all terms and conditions contained herein.

5.02

This Agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City shall not be liable to the Vendor for any losses incurred by reason of such termination.

5.03

Due to the acknowledged unique nature of the Vendor's experience and expertise, the Vendor agrees that it shall not assign all or any part of its services or responsibilities under this Agreement without the prior written consent of the City. The City reserves the right to assign all or any part of its interest in the Agreement. The Vendor shall not transfer or assign any funds or claims due or to become due under this Agreement, in whole or in part, or any interest therein. Such transfer or assignment shall constitute an event of default under this Agreement.

Section 6. General Conditions.

6.01

This Agreement shall constitute the entire Agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

## 6.02

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

## 6.03

No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises any decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the production of the Event to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement. No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom, if said Agreement and the Event to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government. The conflict of interest provisions of Chapter 26.2 of the Municipal Code of the City of Chicago are hereby incorporated by reference.

## 6.04

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

## 6.05

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement. In the event of any conflict between this Agreement and any exhibit or document incorporated by reference, the terms of this Agreement shall be deemed to control.



## 6.06

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

## 6.07

No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

## 6.08

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

## 6.09

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Department of Cultural Affairs  
174 West Randolph Street  
Chicago, Illinois 60601  
Attention: Commissioner

and

Office of Special Events  
City Hall, Room 703  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Director

With Copy To:

Corporation Counsel  
City Hall, Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

If To The Vendor:

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

With Copy To:

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

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective on receipt.

In Witness Whereof, The parties have caused this Agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Ag-Food3

(a) For an acknowledgement in an individual capacity (sole proprietorships or partnerships):

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, (date) by \_\_\_\_\_ (name/s of person/s).

\_\_\_\_\_  
(Signature of Notary Public)

(SEAL)

(b) For an acknowledgement in a representative capacity (corporations):

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s) as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public)

(SEAL)

*Exhibit "G".*

*Circus Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 1989, by and between the City of Chicago, a municipal corporation and home rule unit of government under the

Constitution of the State of Illinois, acting by and through the Department of Cultural Affairs, (the "City") and Robert (a.k.a. "Red") Johnson, doing business as the Culpepper and Merriweather Great Combined Circus (the "Circus").

*Recitals.*

Whereas, The City desires the services of a professional circus to provide family-oriented entertainment at and during its 1989 Taste of Chicago Festival (the "Festival"); and

Whereas, The Circus represents and warrants that it possesses the unique skills and professional abilities to perform such services; and

Whereas, The Circus represents that it is ready, willing and able to provide such services at the Festival;

Now, Therefore, In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1.

The Above Recitals Are Expressly Incorporated Hereby And Made A Part Of This Agreement As Though Fully Set Forth Herein.

Section 2. The City.

2.01

The City shall provide such assistance and cooperation to the Circus as may be necessary for the performance of the Circus' responsibilities hereunder.

2.02

The City shall provide the Circus with a site for its performances within the boundaries for the Festival established by a map to be agreed upon by the City and the Chicago Park District. Such site shall be no less than one hundred fifty (150) feet by two hundred (200) feet. Such space shall be equipped with spigots for water and at least four electrical outlets (20 amps, 120 volts). The Circus shall provide all other necessary equipment, including without limitation a tent, trailers, trucks, campers and a generator. The Circus shall set up its equipment in a manner substantially similar to that described on the map attached hereto as "(Sub)Exhibit A," and incorporated herein by reference. The Circus site shall be

designated and identified as part of the Festival on all public relations material, advertising, and signage.

### 2.03

The City shall pay to the Circus Two Thousand and no/100 Dollars (\$2,000.00) for each day the Circus performs as described hereinbelow at the Festival for a period not to exceed ten (10) days. The maximum compensation to be received hereunder shall be Sixteen Thousand and no/100 Dollars (\$16,000.00) as full and complete compensation to the Circus for eight (8) full days of performances. Fifty percent of the total compensation for its scheduled performances shall be paid to the Circus no less than three (3) business days prior to its first scheduled performance. Any remaining balance shall be paid upon satisfactory completion of all performances at the close of the Festival. In the event the Circus is unable to perform due to inclement weather or other similar conditions beyond its reasonable control, the Circus agrees to a reduction in the maximum total compensation in an amount equal to the prorated value of each performance scheduled but not given.

### Section 3. The Circus.

#### 3.01

The Circus shall provide four (4) one-hour performances during each day of the Festival in accordance with the schedule attached hereto as "(Sub)Exhibit B" and incorporated by reference herein. Such performances shall be acceptable to the reasonable satisfaction of the City and shall be substantially similar to that which it proposed to the City in "(Sub)Exhibit C" attached hereto and incorporated by reference herein. The Circus warrants that it shall give its "best efforts" in performing under this Agreement.

#### 3.02

The Circus warrants that admission to any and all of its performances during the Festival shall be free of charge to the public and that it shall not discriminate for reason of age, sex, creed, color, race, religion, national origin, or handicap against Festival patrons seeking to attend.

#### 3.03

The Circus shall in the performance of its duties hereunder comply with all applicable federal, state, and local laws, rules, regulations and executive orders and shall secure such permits and licenses as may be required by law, including but not limited to, the Humane

Care for Animals Act, Illinois Revised Statutes, Chapter 817.01 et seq., and the Animal Care and Control Act, Chapter 98 of the Municipal Code of Chicago. Such permits must be obtained prior to the Circus commencing to set up on-site.

### 3.04

The Circus shall provide the City with a certificate of general liability insurance in the amount of no less than One Million and no/100 Dollars (\$1,000,000.00), naming the City and the Chicago Park District as additional insureds thereunder. The Circus shall have all other coverages necessary for its business in commercially reasonable limits.

### 3.05

The Circus shall indemnify, defend, keep, save and hold harmless the City, its agents, officials and employees against any injuries, costs, expenses or claims which may result from any and all negligent or intentional acts or omissions by the Circus. Where any of the aforementioned shall occur, the Circus shall, at its own expense, appear, defend and pay all charges or reasonable attorney's fees and any and all other costs and/or judgments arising therefrom.

### 3.06

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

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43, F.R. 36037, 92 Stat. 3783; The

Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq., as amended; to Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Mun. Code of Chicago, Ch. 198.7A); and to the provisions of 41 C.F.R. Chapter 60.

3.07

The Circus shall comply with the requirements of Executive Order 89-7 of the City of Chicago or obtain a waiver therefrom.

3.08

The Circus shall execute an Anti-Apartheid Affidavit as required by Section 26-26.2 of the Municipal Code of Chicago.

3.09

The Circus shall complete a "Disclosure of Ownership Interests" form as required by Chapter 26.1 of the Municipal Code of Chicago.

3.10

The Circus shall complete the certification required by Section 33 E-11 of the Illinois Criminal Code, Ill. Rev. Stat. Ch. 38 ¶33 E-11.

#### Section 4. Events Of Default, Remedies.

4.01

The following shall constitute Events of Default:

- (i) Any material misrepresentations made by the Circus to the City;
- (ii) Failure by the Circus to perform to the reasonable satisfaction of the Director of the Mayor's Office of Special Events the duties set forth hereunder in a timely fashion;

(iii) Institution by or against the Circus of any bankruptcy proceedings or any other evidences of insolvency making it impossible for the Circus to provide the performances hereunder.

#### 4.02

Upon the occurrence of any or all of the above Events of Default, the City may perform any or all of the following acts:

- (i) Requests immediate correction of any failure;
- (ii) Terminate this Agreement without further notice;
- (iii) Demand return of those monies paid by the City for performances scheduled to be given by the Circus at the Festival and for which no services were rendered.

The City is not hereby limited to the stated remedies which are exclusive of any and all other remedies available to it at law or in equity, or by statute or ordinance, now in existence or created hereafter. Any delay by the City in its pursuit of such available remedies shall not be construed to be a waiver of or acquiescence by the City to any Event of Default.

#### 4.03

The City further reserves the right to terminate this Agreement as to all or any part of services not yet rendered upon reasonable notice to the Circus when sufficient funds are not available for payment or when the Director of the Office of Special Events deems the services hereunder are no longer in the best interests of the City.

### Section 5. Special Conditions.

#### 5.01

Because of the unique nature of the services rendered hereunder, the Circus shall neither assign nor delegate all or any part of its duties hereunder. The City reserves the right to assign all or any part of its interest.



## 5.02

The term of this Agreement shall be for the 1989

Taste of Chicago only.

## 5.03

The Circus shall act in only that capacity expressly set forth herein and further agrees that nothing herein contained is intended or should be construed as in any way, creating or establishing the relationship of partners or joint venturers between the City and the Circus, or as constituting the Circus, or any officer, owner, employee or agent of the Circus, as an agent, representative or employee of the City for any purpose or in any manner whatsoever other than that limited relationship as expressly set forth herein.

## Section 6. General Conditions.

## 6.01

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

## 6.02

This Agreement shall constitute the entire Agreement between the parties and no inducements, considerations, promises or other references shall be implied or impressed upon this Agreement that are not expressly stated and/or addressed herein.

## 6.03

In any choice of law question arising hereunder, the governing law shall be the law of the State of Illinois and the Circus expressly subjects itself to the jurisdiction of those courts located within the City of Chicago for any and all causes of action arising from or related to its performance under this Agreement.

## 6.04

No changes, amendments, or modifications of this Agreement, or any part thereof, shall be valid unless signed by the parties hereto or by their respective successors and assigns.

## 6.05

## Conflict of Interest.

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the Festival, shall have any personal interest, direct or indirect in this Agreement.

(b) The Circus covenants that it presently has no other personal financial interest and shall not acquire any interest, direct or indirect, in the Festival which would conflict in any manner or degree with the performance of its services hereunder. The Circus further covenants that in the performance of this Agreement no person having any such interest shall be employed.

(c) The conflict of interest provisions of Section 26.2-2 of the Municipal Code of the City of Chicago are hereby incorporated by reference.

## 6.06

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

## 6.07

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All reference to any other documents shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof.

6.08

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

6.09

Any and all notices given or required under this Agreement shall be in writing and either placed in the United States mail, first class and certified, return receipt requested with postage prepaid, or by delivery made in person, to the addresses set forth below.

Notice by mail be effective upon mailing in compliance with this provision. Notice personally delivered shall be effective on receipt.

If To The City:

Department of Cultural Affairs  
174 West Randolph Street  
Chicago, Illinois 60601  
Attention: Commissioner  
; and

Office of Special Events  
Room 703, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Director

With Copy To:

Corporation Counsel  
121 North LaSalle Street  
Room 511, City Hall  
Chicago, Illinois 60602

If To The Circus:

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

With Copy To:

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Section 7. Authority.

7.01

The City Fund chargeable shall be 356 and disbursements are subject to the availability of funds therein contained.

7.02

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City of Chicago on \_\_\_\_\_, Council Journal Proceedings page \_\_\_\_\_.

7.03

Execution by the Circus is authorized by:

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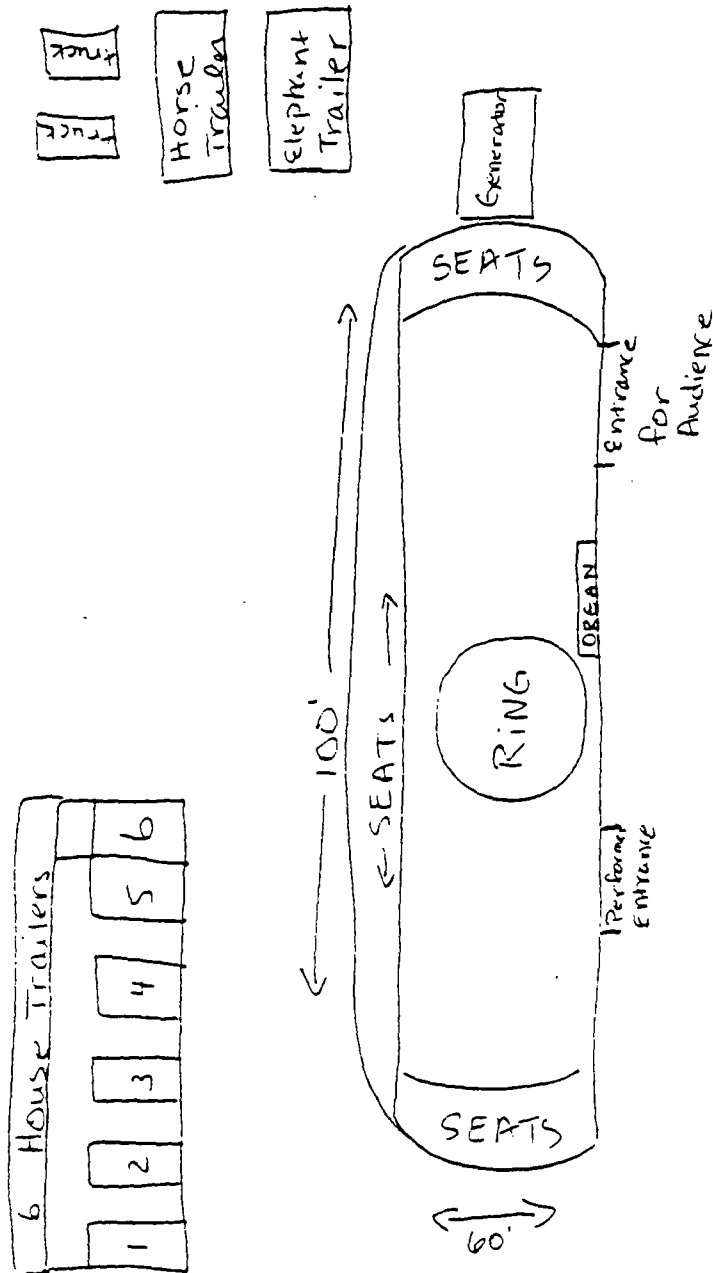
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In Witness Whereof, The parties have caused this Agreement to be executed as of the date first set forth above.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibits "A" through "C" to this Exhibit "G"  
printed on pages 1666 through 1669  
of this Journal.]

(Sub)Exhibit A.



Culpepper & Merriweather Circus

\*Not to scale

Subject to change

*(Sub)Exhibit B.*

## Culpepper &amp; Merriweather Circus

## Schedule Of Performances At

## Taste Of Chicago

June 27 -- July 4, 1989.

Tuesday, June 27	11:00 A.M.,	1:00 P.M.,	3:00 P.M.,	5:00 P.M.
Wednesday, June 28	"	"	"	"
Thursday, June 29	"	"	"	"
Friday, June 30	"	"	"	"
Saturday, July 1	"	"	"	"
Sunday, July 2	"	"	"	"
Monday, July 3	"	"	"	"
Tuesday, July 4	"	"	"	"

*(Sub)Exhibit C.*

**Culpepper and Merriweather Circus**

**Performance Content and Equipment  
Provided by Circus**

**Performance Content**

- 1) Dog Act
- 2) Trapeze
- 3) Juggling
- 4) Clown Routine
- 5) Balancing Act

- 6) Horseback Riding Act
- 7) Aerial Act
- 8) Low-Wire Act
- 9) Clown Routine
- 10) Pony Act
  
- 11) Baby Elephant Act

Equipment Provided by Circus

- 4 Trucks for Moving Show
- Tent, Poles and Stakes
- Seating
- Band Equipment
- Wardrobe Vehicles (also used as Dressing Rooms).



**MATTERS PRESENTED BY THE ALDERMEN.**

**(Presented By Wards, In Order, Beginning With The Fiftieth Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

---

*Referred* -- ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>EISENDRATH</i> (43rd Ward)	North Clybourn Avenue, at 1901 -- 7:00 A.M. to 8:00 P.M. -- Monday through Friday;
<i>SCHULTER</i> (47th Ward)	North Western Avenue, at 3731 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman

Location, Distance And Time

STONE (50th Ward)

North Western Avenue, at 6300, alongside West Rosemont Avenue from a point 75 feet west of Western Avenue to the first alley west thereof -- 7:00 A.M. to 10:00 P.M. -- no exceptions.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
LOADING ZONE AT 219 WEST ERIE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance which would amend an ordinance previously passed by the City Council by striking the words "West Erie Street, at 219, for approximately 64 feet -- no parking -- loading zone - - 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" relative to the loading zone at 219 West Erie Street and inserting in lieu thereof "West Erie Street, at 219 for approximately 64 feet -- no parking -- loading zone -- no exceptions", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF ONE-WAY TRAFFIC  
RESTRICTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to 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

FARY (12th Ward)

West 37th Street, at South Seeley Avenue -- easterly;

West 43rd Street, from South Keeler Avenue to South Pulaski Road -- easterly;

Alderman

Public Way

*NATARUS* (42nd Ward)

North Dearborn Parkway (both sides)  
from West Burton Place to West North  
Avenue -- northerly -- 8:00 A.M. to 10:00  
A.M. and 3:00 P.M. to 5:00 P.M. -- school  
days;

North McClurg Court, from East Ohio  
Street to East Ontario Street -- northerly;

*EISENDRATH* (43rd Ward)

West Webster Avenue, from North  
Lakewood Avenue to North Southport  
Avenue -- westerly.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
SOUTH RACINE AVENUE.

Alderman Austin (34th Ward) presented a proposed ordinance which would amend an ordinance passed on July 28, 1961 (Council Journal page 5366) by striking the words "South Racine Avenue, from West 104th Street to West 99th Street -- northerly" relative to the one-way traffic restriction on that portion of South Racine Avenue and inserting in lieu thereof "South Racine Avenue, from West 103rd Street to West 99th Street -- northerly", which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
WEST 44TH PLACE.

Alderman Huels (11th Ward) presented a proposed ordinance which would amend an ordinance previously passed by the City Council by striking the words "West 44th Place, between South Halsted Street and South Union Avenue -- easterly", relative to the one-way traffic restriction on that portion of West 44th Place and inserting in lieu thereof "West 44th Place, between South Union Avenue and South Halsted Street -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

*Referred* -- DISCONTINUANCE OF ONE-WAY TRAFFIC  
RESTRICTION ON PORTION OF WEST  
96TH STREET.

Alderman J. Evans (21st Ward) presented a proposed ordinance to amend an ordinance previously passed by the City Council by discontinuing the one-way traffic restriction on West 96th Street, between South Halsted Street and South Green Street, which was *Referred to the Committee on Traffic Control and Safety*.

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LIMITATION OF PARKING DURING SPECIFIED HOURS  
ON PORTION OF WEST 95TH STREET.

Alderman Sheahan (19th Ward) presented a proposed ordinance which would limit the parking of vehicles to one-hour during the hours of 8:00 A.M. to 8:00 P.M. daily, on West 95th Street, from 1940 West to 1948 West, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- PROHIBITION OF PARKING AT ALL TIMES  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
CALDWELL (8th Ward)	South University Avenue, at 9354 (except for handicapped);
SHAW (9th Ward)	South Parnell Avenue, at 12451 (except for handicapped);

Alderman	Location And Distance
<i>HUELS</i> (11th Ward)	East 104th Place, at 573 (except for handicapped);  South Wells Street (east side) from West 46th Street to West 46th Place;  South Wentworth Avenue (west side) from West 46th Street to West 46th Place;  West 46th Street (south side) between South Wells Street and South Wentworth Avenue;
<i>FARY</i> (12th Ward)	South Sacramento Avenue, at 4630 (except for handicapped);  West 46th Street, at 2441 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	West 60th Place, at 3646 (except for handicapped);  West 73rd Place, at 3400 (except for handicapped);  West 75th Place, at 3529 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Campbell Avenue, at 7212 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	South Wallace Street, at 9017 (except for handicapped);

Alderman	Location And Distance
<i>KRYSTYNIAK for HENRY (24th Ward)</i>	South Kedzie Avenue, at 1817 (except for handicapped);
<i>DAVIS (29th Ward)</i>	West Congress Parkway, at 5336 (except for handicapped);
<i>HAGOPIAN (30th Ward)</i>	North Laporte Avenue, at 2245 (except for handicapped);
<i>AUSTIN (34th Ward)</i>	South Ada Street, at 11659 (except for handicapped);
<i>KOTLARZ (35th Ward)</i>	North Hamlin Avenue, at 2622 (except for handicapped);  North Ridgeway Avenue (east side) from North Elston Avenue to the first alley;
<i>BANKS (36th Ward)</i>	West Barry Avenue, at 6100;
<i>GILES (37th Ward)</i>	West Cortez Street, at 4936 (except for handicapped);  North Lawndale Avenue, at 1049 (except for handicapped);
<i>CULLERTON (38th Ward)</i>	West Cullom Avenue, at 5226 (except for handicapped);
<i>LAURINO (39th Ward)</i>	North Drake Avenue, at 4423 (except for handicapped);  North Karlov Avenue, at 6215 (except for handicapped);

Alderman	Location And Distance
<i>O'CONNOR</i> (40th Ward)	North Richmond Street, at 4332 (except for handicapped);
<i>SHILLER</i> (46th Ward)	West Cuyler Avenue at 1461 (except for handicapped);
<i>STONE</i> (50th Ward)	North Albany Avenue, at 6245 (except for handicapped);
	West Lunt Avenue, at 2527 (except for handicapped);
	North Seeley Avenue, at 6549 (except for handicapped);

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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>ROTI</i> (1st Ward)	South Wentworth Avenue (east side) at 2407, from a point 60 feet south of West 24th Street to a point 40 feet south thereof -- 11:00 A.M. to 1:00 P.M. -- no exceptions;
	South Wentworth Avenue (east side) at 2411, from a point 100 feet south of West 24th Street to a point 40 feet south thereof -- 11:00 A.M. to 1:00 P.M. -- no exceptions;

Alderman	Location, Distance And Time
<i>FARY</i> (12th Ward)	West 43rd Street (south side) from South Komensky Avenue to the first alley east thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>SHEAHAN</i> (19th Ward)	South Bell Avenue, from West 111th Street to West 112th Street -- 8:30 A.M. to 4:00 P.M. -- Monday through Friday;
<i>KRYSTYNIAK</i> (23rd Ward)	South Keeler Avenue (both sides) from West 55th Street to the first alley north thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- no exceptions;
	South Kostner Avenue (west side) from West 55th Street to the first alley north thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- no exceptions;
<i>SOLIZ</i> (25th Ward)	South Blue Island Avenue, from West 16th Street to West 21st Street -- 7:00 A.M. to 9:00 A.M. -- west side /Tuesdays and east side/Thursdays (for street cleaning purposes);
	West Cermak Road, from South Ashland Avenue to South Marshall Boulevard -- 7:00 A.M. to 9:00 A.M. -- north side/Tuesdays and south side/Thursdays (for street cleaning purposes);
	West 18th Street, from South Western Avenue to South Canal Street -- 7:00 A.M. to 9:00 A.M. -- north side/Tuesdays and south side/Thursdays (for street cleaning purposes);



Alderman	Location, Distance And Time
<i>GUTIERREZ</i> (26th Ward)	North Damen Avenue, at 744 -- 748 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

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DISCONTINUANCE OF PARKING PROHIBITION ON PORTION OF  
NORTH WESTERN AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance which would amend an ordinance previously passed by the City Council by discontinuing the parking prohibition at 6300 North Western Avenue, alongside West Rosemont Avenue, 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
<i>FARY</i> (12th Ward)	South Komensky Avenue (both sides) from West 43rd Street to West 44th Street -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>FIGUEROA</i> (31st Ward)	North Avers Avenue (both sides) in the 1500 block -- at all times;
<i>KOTLARZ</i> (35th Ward)	West Waveland Avenue (both sides) from North Pulaski Road to North Harding Avenue -- at all times;

Alderman	Location, Distance And Time
<i>BANKS</i> (36th Ward)	West Barry Avenue (north side) from North Mobile Avenue to North Melvina Avenue -- at all times;
<i>LEVAR</i> (45th Ward)	West Byron Street, in the 4800 block, between North Lamon Avenue and North Cicero Avenue -- at all times.

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*Referred* -- DISCONTINUANCE OF RESIDENTIAL PERMIT  
PARKING ZONE AT SPECIFIED LOCATION.

Alderman Figueroa (31st Ward) presented a proposed ordinance which would amend an ordinance previously passed by the City Council by discontinuing the residential permit parking zone in the first east/west alley north of West Fullerton Avenue to West Wrightwood Avenue, from 8:00 A.M. to 6:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DESIGNATION OF SERVICE DRIVE/DIAGONAL  
PARKING ON PORTION OF WEST 51ST STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to designate a service drive and to permit diagonal parking on the south side of West 51st Street, from South Merrimac Avenue to the first alley east thereof, which was *Referred to the Committee on Traffic Control and Safety*.

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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)	North Clinton Street (west side) from a point 100 feet north of West Randolph Street to a point 80 feet north thereof -- at all times -- no exceptions;  North Michigan Avenue (lower level/west side) from a point 180 feet north of East South Water Street to a point 40 feet north thereof (driveway) -- at all times -- no exceptions;
<i>T. EVANS</i> (4th Ward)	East 55th Street, at 1401 and 1451, East 55th Place, at 1400 and 1450 and at entrance to garage near 1450 East 55th Place -- at all times -- daily;
<i>MADRZYK</i> (13th Ward)	West 55th Street, at 4547 -- 4551 -- at all times -- no exceptions;
<i>KRYSTYNIAK</i> (23rd Ward)	South Kostner Avenue (east side) from West 55th Street to West 54th Street -- at all times -- no exceptions;
<i>NATARUS</i> (42nd Ward)	East Erie Street, at 101, alongside North Rush Street at the south end of driveway -- at all times -- no exceptions;
<i>EISENDRATH</i> (43rd Ward)	West Menomonee Street, at 331 (driveway) -- at all times -- Saturday through Sunday;

Alderman	Location, Distance And Time
HANSEN (44th Ward)	West Hawthorne Avenue, at 541, from a point 310.52 feet west of North Lake Shore Drive to a point 390 feet west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
SHILLER (46th Ward)	West Irving Park Road, at 1455 -- 1457 (both sides of driveway) -- at all times -- daily.

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*Referred* -- INSTALLATION OF "LEFT TURN ARROW" SIGNAL  
AT INTERSECTION OF NORTH KIMBALL AVENUE AND  
NORTH LINCOLN AVENUE.

Alderman Laurino (39th Ward) presented a proposed order for the installation of a "Left Turn Arrow" signal at the intersection of North Kimball Avenue and North Lincoln 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
VRDOLYAK (10th Ward)	South Manistee Avenue, at East 96th Street -- "Stop";
FARY (12th Ward)	South Christiana Avenue and West 43rd Street -- "Three-Way Stop";

## Alderman

## Location And Type Of Sign

South Christiana Avenue, at West 44th Street -- "Stop";

South Damen Avenue, at West Pershing Road -- "Do Not Enter";

South Drake Avenue and West 44th Street -- "Three-Way Stop";

South Drake Avenue and West 45th Street -- "Three-Way Stop";

South Francisco Avenue, at West 42nd Street -- "Stop";

South Komensky Avenue, at West 44th Street -- "Stop";

South St. Louis Avenue, at West 45th Street -- "Stop";

South Maplewood Avenue, at West 42nd Street -- "Stop";

Alley north of West Pershing Road, from South Wolcott Avenue to South Honore Street -- "No Through Traffic";

South Sawyer Avenue, at West 43rd Street -- "Stop";

South Talman Avenue, at South Brighton Place -- "Stop";

South Trumbull Avenue and West 43rd Street -- "Three-Way Stop";

South Trumbull Avenue, at West 44th Street -- "Stop";

West 38th Street and South Washtenaw Avenue -- "Four-Way Stop";

West 40th Street, at South Artesian Avenue -- "Stop";

Alderman	Location And Type Of Sign
	West 43rd Street and South Drake Street -- "Two-Way Stop";
	West 44th Street, at South Homan Avenue -- "Stop";
	West 44th Street, at St. Louis Avenue -- "Stop";
	West 44th Street, at South Spaulding Avenue -- "Stop";
	West 45th Street, at South Trumbull Avenue -- "Stop";
<i>BURKE</i> (14th Ward)	South Whipple Street, at West 56th Street -- "Stop";
<i>KELLAM</i> (18th Ward)	South Bishop Street, at 8153 -- "Handicapped Parking";
<i>SHEAHAN</i> (19th Ward)	West 110th Street and South Talman Avenue -- "Two-Way Stop";
<i>J. EVANS</i> (21st Ward)	East 99th Street, at South Perry Avenue -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	South Nottingham Avenue, at West 56th Street -- "Stop";
<i>KOTLARZ</i> (35th Ward)	North Avondale Avenue and West Byron Street -- "Stop";
<i>BANKS</i> (36th Ward)	West Waveland Avenue and North Plainfield Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
<i>LAURINO</i> (39th Ward)	West Rosemont Avenue and North Avers Avenue, West Rosemont Avenue and North Hamlin Avenue, West Granville Avenue and North Avers Avenue, and West Granville Avenue and North Hamlin Avenue -- "All-Way Stop";
<i>O'CONNOR</i> (40th Ward)	Entrances to the north/south alley bounded by North Ashland Avenue, North Clark Street, West Balmoral Avenue and West Summerdale Avenue -- "Through Traffic Prohibited";  West Balmoral Avenue and North Paulina Street -- "Four-Way Stop";  North Paulina Street, at West Summerdale Avenue -- "Stop";
<i>PUCINSKI</i> (41st Ward)	North Olcott Avenue and West Berwyn Avenue -- "Four-Way Stop";
<i>EISENDRATH</i> (43rd Ward)	West Belden Avenue, at North Commonwealth Avenue -- "Stop";  West Webster Avenue, between North Clybourn Avenue and North Southport Avenue -- "Stop";
<i>LEVAR</i> (45th Ward)	West Balmoral Avenue, at North Laporte Avenue -- "Stop";  West Berwyn Avenue, at North Laporte Avenue -- "Stop";  West Carmen Avenue and North Natchez Avenue -- "Stop";  West Catalpa Avenue, at North Laporte Avenue -- "Stop";

Alderman	Location And Type Of Sign
	North Laramie Avenue, at West Ainslie Street -- "Stop";
	West Strong Street, at North McVicker Avenue -- "Stop";
	West Strong Street and North Mulligan Street -- "Four-Way Stop";
<i>SHILLER</i> (46th Ward)	West Windsor Avenue, at North Hazel Street -- "Stop";
<i>SCHULTER</i> (47th Ward)	West Byron Street and North Damen Avenue -- "Four-Way Stop".

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*Referred* -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT  
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances 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>CALDWELL</i> (8th Ward)	South East End Avenue, in the 8700 block;
<i>FARY</i> (12th Ward)	South Drake Street, from West 43rd Street to South Archer Avenue;
	West 43rd Street, from South Western Avenue to South Archer Avenue;
<i>EISENDRATH</i> (43rd Ward)	North Dayton Avenue, in the 2100 block.



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 HUELS (11th Ward):**

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 6-G bounded by

the center line of South Quinn Street; to the first alley south of South Archer Avenue; to the center line of the first alley east of and parallel to South Quinn Street; and to a line 572 (instead of 566) feet south of and parallel to the south line of South Archer Avenue.

**BY ALDERMAN GARCIA (22nd Ward):**

To classify as an Institutional Planned Development instead of an R3 General Residence District the area shown on Map No. 6-K bounded by

West 30th Street; South Komensky Avenue; West 28th Street; and the alley next east of and parallel to South Komensky Avenue.

**BY ALDERMAN FIGUEROA (31st Ward):**

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 5-J bounded by

North Kimball Avenue; the first alley east of and parallel to North Kimball Avenue; a line 155 feet south of and parallel to West Bloomingdale Avenue; and a line 205 feet south of and parallel to West Bloomingdale Avenue.

To classify as a C1-1 Restricted Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 5-J bounded by

North Pulaski Road; West Shakespeare Avenue; a line 25 feet east of and parallel to North Pulaski Road; and a line 125 feet north of and parallel to West Shakespeare Avenue.

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3. CLAIMS.

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*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-seven 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>CALDWELL</i> (8th Ward)	Association Of Owners 8210 -- 8216 South Jeffery Condominium;  The 8200 -- 8206 South Jeffery Condo Association;
<i>MADRZYK</i> (13th Ward)	Mr. Williams;
<i>KRYSTYNIAK</i> (23rd Ward)	Purgloss View Condominium Association;
<i>DAVIS</i> (29th Ward)	Mrs. Dorothy J. Frazier;  Mr. Cleaster Montague;  Mr. James Phillips;

Alderman

Claimant

*GABINSKI* (32nd Ward)

Ms. Velma L. Watson;

Mr. David Mc Cormack;

*KOTLARZ* (35th Ward)

Ms. Kristie L. Bradley;

Mr. Dan Zimmerman;

*NATARUS* (42nd Ward)Two East Oak Condominium  
Association;*EISENDRATH* (43rd Ward)Breton Place Condominium Association  
(3);Lincoln Park Villas Condominium  
Association;*HANSEN* (44th Ward)

The Darien Condominium Homes;

*LEVAR* (45th Ward)Kerry Courts Condominium  
Association;4126 -- 4128 West Cullom Condominium  
Association;*SHILLER* (46th Ward)3500 North Lake Shore Cooperative  
Apartments;*M. SMITH* (48th Ward)First Kenmore Condominium  
Association;

Thorndale Condominium Association;

925 -- 929 West Margate Terrace  
Condominium Association (4);

Alderman

Claimant

4826 North Kenmore Condominium  
Association.

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4. UNCLASSIFIED MATTERS.

*(Arranged In Order According To Ward Numbers)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN ROTI (1st Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the organizations listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

520 South Michigan Avenue Associates, Limited, doing business as Sweet "N" Simple -- to maintain and use a portion of the public way adjacent to 520 South Michigan Avenue for use as a sidewalk cafe; and

Restpro, Incorporated -- doing business as Cafe Classico -- to maintain and use a portion of the public way adjacent to 20 North Michigan Avenue for use as a sidewalk cafe.

*Referred*-- EXEMPTION OF ANSLEY BUSINESS MATERIALS OF  
CHICAGO, INCORPORATED FROM PHYSICAL BARRIER  
REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

Also, a proposed ordinance to exempt Ansley Business Materials of Chicago, Incorporated from the physical barrier requirement pertaining to alley accessibility for its parking facility at 413 North Carpenter Street, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR  
VARIOUS PURPOSES.

Also, four 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 Special Events and Cultural Affairs*, as follows:

Leo Burnett Company, Incorporated, c/o Mr. John C. Kraft -- to close the south side of West Wacker Drive between North Dearborn Street and North State Street for the dedication of the new 50-story building at 35 West Wacker Drive during the period of June 19 and 20, 1989;

Mayor's Office of Special Events -- to close the east half of South Columbus Drive between East Monroe Street and East Congress Parkway for the Chicago Blues Festival for the period extending June 9 through June 12, 1989;

Mayor's Office of Special Events -- to close that part of East Jackson Boulevard between South Lake Shore Drive and South Columbus Drive for the period extending June 1 through June 12, 1989, and also to close that part of South Columbus Drive between East Monroe Street and East Balbo Drive for the period extending June 3 through June 5, 1989, for an event entitled "Viva Chicago"; and

Mayor's Office of Special Events, c/o Mr. Paul McCarthy -- to close the north side of West Wacker Drive between North Michigan Avenue and North Columbus Drive for the Chicago River Serenade to be held for the period extending June 13 through June 17, 1989.

*Referred*-- ISSUANCE OF PERMITS TO CONSTRUCT AND  
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, five proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the construction, maintenance and use of canopies to be attached or already attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

At The Tracks -- to construct, maintain and use one canopy to be attached to 325 North Jefferson Street;

Economy Folding Box Corporation -- to maintain and use one existing canopy attached to 2601 South LaSalle Street;

Michigan Avenue National Bank of Chicago -- to maintain and use one existing canopy attached to 30 North Michigan Avenue;

M-P Joint Venture -- to maintain and use one existing canopy attached to 205 North Michigan Avenue; and

New Partnership -- to construct, maintain and use six canopies to be attached to 209 West Jackson Boulevard.

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Presented By

**ALDERMAN TILLMAN (3rd Ward):**

PORTION OF SOUTH WENTWORTH AVENUE RENAMED  
"LOU RAWLS DRIVE".

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to renaming South Wentworth Avenue from West 51st Street to West 55th Street to "Lou Rawls Drive".

Alderman Tillman 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 Tillman, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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Presented By

**ALDERMAN T. EVANS (4th Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE IN  
FRONT OF 5300 SOUTH BLACKSTONE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Lori Kimbrough to hold a sidewalk sale in front of 5300 South Blackstone Avenue on each Saturday throughout the summer, beginning May 27 and ending August 26, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN CALDWELL (8th Ward):**

TRIBUTE TO LATE MS. OLETHA ELVIS WHITE.

A proposed resolution reading as follows:

WHEREAS, God in His infinite wisdom has called to her eternal reward, Oletha Elvis White, Friday, May 12, 1989; and

WHEREAS, A Chicago native born July 3, 1953, Oletha White raised a family of three daughters and had one granddaughter. A model of the strength and solidity of family life, she had eight sisters and a brother and leaves to mourn also her parents, Mr. and Mrs. Andrew White and many 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 24th day of May, 1989, do hereby express our sorrow on the passing of Oletha Elvis White, and extend to her 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 Oletha Elvis White.

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* unanimously by a rising vote.

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CONGRATULATIONS EXTENDED TO MRS. LELIA FYKES ON HER  
RETIREMENT FROM PUBLIC SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Mrs. Lelia Fykes, a dedicated civil servant for almost four decades, is celebrating her retirement June 23, 1989; and

WHEREAS, Appointed June 5, 1950, as a Junior Clerk with the Chicago Public Library, Mrs. Lelia Fykes worked at the South Shore Branch of the Library until 1958, when she accepted a clerical position with the Chicago Police Department. In 1961 she was promoted to Police Headquarters, ultimately being promoted to Shift Supervisor in 1970, a position she has held until her retirement; and

WHEREAS, The leaders of this proud city are cognizant of the loyal contributions of its outstanding public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby congratulate Mrs. Lelia Fykes on the occasion of her retirement after 39 dedicated years as a City of Chicago employee, and extend to this fine citizen our gratitude as well as our 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 presented to Mrs. Lelia Fykes.



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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- PERMISSION TO HOLD ANNUAL SIDEWALK  
SALE ON PORTION OF EAST 87TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Lester Johnson, Executive Director of the 87th Street Stony Island Business Association, to hold an annual sidewalk sale on that part of East 87th Street, from 1500 to 1800, for the period extending July 13 through July 16, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN VRDOLYAK (10th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH EWING AVENUE IN CONJUNCTION  
WITH CARNIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to Reverend James P. Keating, Pastor of Saint Francis De Sales Church, to close to traffic that part of South Ewing Avenue, between 10201 and 10227 for the period extending July 11 through July 17, 1989 to accommodate pedestrians in conjunction with a carnival to be held

on parish grounds, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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Presented By

**ALDERMAN HUELS (11th Ward):**

*Referred*-- ALLOCATION OF MOTOR FUEL TAX FUNDS FOR  
RESIDENTIAL STREET RESURFACING PROJECT ON  
PORTION OF SOUTH NORMAL AVENUE.

A proposed ordinance directing the City Comptroller and the City Treasurer, with the approval of the Illinois Department of Transportation, to allocate \$500,000 of motor fuel tax fund monies for a residential street resurfacing motor fuel tax project to widen and reconstruct that part of South Normal Avenue, between West 33rd Street and West 34th Street, which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

**ALDERMAN FARY (12th Ward):**

*Referred*-- PERMISSION TO HOLD LITTON PRECISION GEAR  
OPEN HOUSE/ANNIVERSARY CELEBRATION ON PORTION  
OF SOUTH WESTERN BOULEVARD.

A proposed order directing the Commissioner of Public Works to grant permission to A. L. Coppe, President of Litton Precision Gear, to hold Litton Precision Gear's Open House/Anniversary Celebration on that part of South Western Boulevard, from West 43rd Street to West 47th Street, on Sunday, June 4, 1989, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

**ALDERMAN MADRZYK (13th Ward):**

*Referred* -- AMENDMENT OF PENDING MUNICIPAL CODE  
CHAPTER 27, SECTIONS 27-408(f) AND 27-408(g) BY  
ALLOWING RELEASE OF IMMOBILIZED VEHICLE  
UPON DEPOSIT OF COLLATERAL OR FEE  
AND REASSIGNING RESPONSIBILITY  
FOR OWNER NOTIFICATION.

A proposed ordinance to amend pending Chapter 27, Section 27-408(f) of the Municipal Code by allowing the release of an immobilized vehicle to its owner upon the deposit of collateral or the potential penalty fine amount, while eliminating the option of release upon presentation of court appearance forms, and further to amend pending Section 27-408(g) by holding the impounding officer or employee responsible for informing the vehicle owner of said impoundment and eliminating a time limitation for sending the official owner notice of impoundment, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN BURKE (14th Ward):**

AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF SOUTH BISHOP STREET.

A proposed ordinance reading as follows:

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

SECTION 1. That an ordinance passed by the City Council on August 30, 1972, printed on pages 3624 -- 3630 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"South Bishop Street

Between West 47th Street and West 49th  
Street -- southerly"

and inserting in lieu thereof:

South Bishop Street

From the first alley south of West 47th Street to West 49th Street -- southerly.

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

Alderman Burke 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 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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APPRECIATION EXTENDED TO MR. JACK C. LEAHY FOR  
HIS EFFORTS ON BEHALF OF SAINT MARY  
OF NAZARETH HOSPITAL CENTER.

Also, a proposed resolution reading as follows:

WHEREAS, The Sisters of the Congregation of the Holy Family of Nazareth and the Advisory Board of Saint Mary of Nazareth Hospital Center will hold a cocktail reception on Wednesday, June 7, 1989 at the Bismarck Hotel honoring Jack C. Leahy for his years of dedication to Saint Mary of Nazareth Hospital Center; and

WHEREAS, Jack Leahy is President of Leahy and Associates, Incorporated and has been a generous donor to the hospital; and

WHEREAS, Jack Leahy is a founding member of Saint Mary's Hospital advisory board, and has served on the board for 20 years, including service as vice president, president and member of several committees; and

WHEREAS, He served on Saint Mary's governing board as well and is an Inaugural Life Trustee; and

WHEREAS, Jack Leahy serves on the boards of the Little City Foundation, Misericordia, The Irish Fellowship Club, the 100 Club, and the Chicago Convention and Visitor's Bureau; and

WHEREAS, He also serves on the fund-raising committee for Maryville City of Youth in Des Plaines and is a member of the Notre Dame Club of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, assembled this 24th day of May, 1989, do hereby extend our warmest regards to Jack C. Leahy and our appreciation for his efforts on behalf of Saint Mary of Nazareth Hospital Center and the above agencies; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Jack C. Leahy.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO RIGHT REVEREND  
MONSIGNOR JOHN G. KURTY ON HIS  
75TH BIRTHDAY CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, On Sunday, June 11th, a birthday celebration will be given on behalf of the Right Reverend Monsignor John G. Kurty on the occasion of his 75th birthday; and

WHEREAS, Monsignor Kurty is one of seven children of the late John and Elizabeth Timko Kurty; and

WHEREAS, He was born June 14, 1914, in Homestead, Pennsylvania, where he received his primary and secondary education; and

WHEREAS, He continued his education at Saint Procopius College in Lisle, Illinois; and

WHEREAS, He was elevated to the priesthood by Bishop John Buchko of the Byzantine Rite in Rome on May 24, 1942; and

WHEREAS, After his ordination he was assigned to Saint Basil's in East Chicago, Indiana; and

WHEREAS, He was later to become Pastor of Saint John's in Mingo Junction, Ohio, Saint Mary's in Weirton, West Virginia, and Saint Stephen's Church in Detroit, also Saint Mary's Church in Cambria City, Johnstown; and

WHEREAS, Monsignor Kurty returned to Rome in October, 1961 to continue his education and prepare for the Second Vatican Council; and

WHEREAS, Monsignor Kurty was named Pastor of Saint Mary's Byzantine Catholic Church on September 25, 1963; and

WHEREAS, On October 8, 1983, the Most Reverend Emil J. Mihalik, D.D., Bishop of Parma, invested as domestic prelate Father Kurty, conferring upon him the title Right Reverend Monsignor; and

WHEREAS, Monsignor Kurty has been active in both civic and religious organizations throughout the years in his priesthood; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council, assembled this 24th day of May, 1989, congratulate Monsignor Kurty on his 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Monsignor John G. Kurty.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

BEST WISHES EXTENDED TO REVEREND PATRICK E. MURPHY,  
O.S.A. FOR DECADE OF SERVICE TO SAINT  
RITA HIGH SCHOOL.

Also, a proposed resolution reading as follows:

WHEREAS, An appreciation banquet will be held for Reverend Patrick E. Murphy, O.S.A., on Wednesday, June 7, 1989, celebrating his ten years of service, dedication and friendship to Saint Rita High School; and

WHEREAS, Father Murphy attended Saint Rita High School and graduated in 1966; and

WHEREAS, Father Murphy has been the principal of Saint Rita's for the past six years and was the first graduate to be so named; and

WHEREAS, Under Father Murphy's guidance the school's Professional Development Program blossomed, the Board of Advisors was formed, alumni/development events and publications were expanded, Phase II of the Green Hall Renovation was completed, and school enrollment has remained constant; and

WHEREAS, Father Murphy has been named Man of the Year for 1989 by the Saint Rita Alumni Association; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, assembled this 24th day of May, 1989, do hereby extend our warmest regards to Father Patrick E. Murphy and wish him continued success in all his endeavors with Saint Rita's; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Father Patrick E. Murphy.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 11.3  
BY ADDING NEW SECTION 11.3-3 ENTITLED  
"MANIFESTING THE PURPOSE OF  
SELLING ILLEGAL DRUGS  
AND CHEMICALS".

Also, a proposed ordinance to amend Chapter 11.3 of the Municipal Code by adding thereto a new section to be known as Section 11.3-3 and entitled "Manifesting the Purpose of Selling Illegal Drugs and Chemicals" which would define those situations and offenses that constitute the sale of illegal substances and would establish penalty fines for violations thereof, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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*Referred*-- PERMISSION TO HOLD CHICAGO ETHNIC FAIR ON  
PORTION OF SOUTH WESTERN BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Nadine Zapolsky to hold a Chicago Ethnic Fair on the island of South Western Boulevard in the 5100 through 5500 blocks, and also on the east sidewalks of South Western Boulevard and South Western Avenue for the period extending August 5 through August 7, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred*-- AMENDMENT OF RULE 19 OF CITY COUNCIL'S  
RULES OF ORDER BY REQUIRING ALDERMANIC  
PRESENCE TO VOTE.

Also, a proposed resolution amending Rule 19 of the City Council's Rules of Order by limiting voting rights to those aldermen present at a City Council meeting, committee meeting or subcommittee meeting at the time the roll call vote is taken, which was *Referred to the Committee on Committees, Rules and Ethics*.



*Referred* -- AMENDMENT OF RULE 41 OF CITY COUNCIL'S  
RULES OF ORDER BY PERMITTING PASSAGE OF  
NONCONTROVERSIAL RESOLUTIONS  
WITHOUT SUSPENSION  
OF RULES.

Also, a proposed resolution amending Rule 41 of the City Council's Rules of Order by permitting the City Council to pass all resolutions concerning deaths, congratulations, ceremonial and noncontroversial matters without suspension of the Rules of Order upon the mutual recommendation of the Chairman of the Committee on Finance and the Chairman of the Committee on Committees, Rules and Ethics, which was *Referred to the Committee on Committees, Rules and Ethics*.

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*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 1745 WEST 47TH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Stanley Bafia, Jr. for the maintenance and use of one existing canopy attached to the building or structure at 1745 West 47th Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN LANGFORD (16th Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF SOUTH HALSTED STREET AND  
WEST 63RD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Audrey Drew of the Englewood Businessmen's Association to hold a sidewalk sale on both sides of South Halsted Street from 6200 to 6500 and on both sides of West 63rd Street from 700 to 900 for the period extending June 1 through June 3, 1989, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* -- ISSUANCE OF PERMIT TO OPERATE  
NEWSSTAND AT 6300 SOUTH  
HALSTED STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Michael Weaver for the operation of a newsstand on a daily basis at the northeast corner of 6300 South Halsted Street, in compliance with the Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN J. EVANS (21st Ward):**

JUNE 11, 1989 PROCLAIMED "DOROTHY MC CONNOR  
DAY" IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Dorothy McConnor, through her rise from Clerk to Director, Secretary and Executive Vice President of Johnson Products Company, Incorporated, has provided professional leadership in the Chicago corporate community for 39 years and served on the Board of the Chicago Urban League, Chicago Metropolitan Mutual Assurance Company; and

WHEREAS, During these years she has shown her commitment to her community by giving unselfishly of her time, talent and energy to the support and service of civic and charitable organizations, including the United Way of Chicago; and

WHEREAS, She has, over the years, been honored for these contributions by the Chicago Urban League, the National Board of the Y.M.C.A., the Cosmopolitan Chamber of Commerce, the Southtown Y.M.C.A., the United Community Action Coalition, *Essence Magazine, Dollars and Sense Magazine and Blackbook*; and

WHEREAS, She is being saluted on her retirement from Johnson Products Company and corporate Chicago; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago does hereby proclaim June 11, 1989, to be Dorothy McConnor Day in Chicago, in recognition of her distinguished contributions to social justice, community welfare, and the City of Chicago.

Alderman J. Evans 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 J. Evans, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- APPROVAL OF PROPERTY AT 8301 SOUTH  
STEWART AVENUE AS CLASS 6(b) AND  
ELIGIBLE FOR COOK COUNTY  
TAX INCENTIVES.

Also, a proposed ordinance to approve the industrial development project at 8301 South Stewart Avenue as Class 6(b) under the Cook County Real Property Assessment Classification Ordinance and eligible for county tax incentives, which was *Referred to the Committee on Economic Development*.

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Presented By

**ALDERMAN GARCIA (22nd Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST 26TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to the Little Village Chamber of Commerce, c/o Mr. Juan Giron, to hold a sidewalk sale on both sides of West 26th Street, from South Sacramento Avenue to the city limits, for the period extending June 16 through June 18, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS.  
JOSEPH CZYZEWSKI ON THEIR 55TH  
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Joseph Czyzewski, citizens in the great Garfield Ridge neighborhood of our proud city, are celebrating fifty-five years of wedded bliss; and

WHEREAS, Joseph Czyzewski, who was born in Rockford, and his wife, Helen, born in Poland, have spent most of their lives in Chicago and indeed were married at Five Holy Martyrs Church, 4237 South Richmond, on April 21, 1934; and

WHEREAS, Helen and Joseph Czyzewski celebrated this wonderful occasion with their family and many friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby congratulate Mr. and Mrs. Joseph Czyzewski on the occasion of their fifty-fifth 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 presented to Mr. and Mrs. Joseph Czyzewski.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO MR. AND MRS.  
WALTER KASH ON THEIR GOLDEN  
WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Walter Kash, citizens of Chicago's great southwest side and members of Queen of Martyrs Parish, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Walter, who was with Fullerton Trucking some 46 years, and Phyllis, a homemaker, are among such jubilarians being feted at Queen of Martyrs this summer; and

WHEREAS, Exemplifying the strength and solidity of family life, Phyllis and Walter Kash have two daughters, five grandchildren and five great-grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby offer our congratulations to Mr. and Mrs. Walter Kash as they celebrate their fiftieth wedding anniversary, and extend to these fine citizens and their family our 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 presented to Mr. and Mrs. Walter Kash.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

CONGRATULATIONS EXTENDED TO REVEREND  
GEORGE MCKENNA ON HIS RETIREMENT  
AS PARISH PRIEST AND PURSUIT OF  
FULL TIME STATUS AS MIDWAY  
CHAPEL CHAPLAIN.

Also, a proposed resolution reading as follows:

WHEREAS, Father George McKenna is retiring June 10, after 45 years as a parish priest; and

WHEREAS, Father George McKenna is Chaplain at Midway Airport Chapel and after his retirement will be able to devote full time to the chapel, which will be one year old this summer. Father McKenna served as a catalyst for the idea of Midway Chapel, which became a reality through the joint efforts of Midway Airlines and the City's Department of Aviation with the cooperation and sponsorship of the great southwest side community and community leaders; and

WHEREAS, The opening of Midway Chapel was a dream come true for Father George McKenna, and workers at the chapel are particularly keen on expressing their gratitude and respect to this great citizen; long may he thrive and assist the travelers at Midway; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby extend our congratulations to Father George McKenna as he retires as a parish priest and pursues full time status as Chaplain of Midway Chapel. We also express to him our gratitude and our best wishes for the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Father George McKenna.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred*--ISSUANCE OF PERMIT TO ERECT SIGNS  
AT 6048 SOUTH ARCHER AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to James D. Ahern Signs and Company for the erection of four signs on one pole at 6048 South Archer Avenue for Shell Oil, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN SOLIZ (25th Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,  
SECTION 147-2 BY DISALLOWING ISSUANCE OF NEW  
LIQUOR LICENSES IN 25TH WARD.

A proposed ordinance to amend Chapter 147, Section 147-2 of the Municipal Code by disallowing the issuance of new liquor licenses in the 25th Ward and by revoking any current liquor license in the ward which is not renewed within 30 days of its expiration date, which was *Referred to the Committee on License*.

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*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 34  
BY ADDING NEW SECTIONS 34-26.1 AND 34-26.2  
WHICH WOULD STRENGTHEN REGULATIONS  
REGARDING STREET LAMP  
VANDALISM.

Also, a proposed ordinance to amend Chapter 34 of the Municipal Code by adding thereto new sections to be known as Sections 34-26.1 and 34-26.2 which would define as a

misdemeanor any willful extinguishment, breakage, damage or removal of a city street or alley lamp and would establish penalty provisions for any such violators of said misdemeanor or anyone involved in the sale of public lamps, which was *Referred to the Committee on Municipal Code Revision.*

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*Referred*-- PORTION OF SOUTH OAKLEY AVENUE RENAMED  
"VITO MARZULLO AVENUE".

Also, a proposed ordinance to rename that part of South Oakley Avenue, between West 18th Street and West Blue Island Avenue, as "Vito Marzullo Avenue", which was *Referred to the Committee on Streets and Alleys.*

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*Referred*-- ISSUANCE OF PERMIT TO CONSTRUCT AND MAINTAIN  
CANOPY AT 2843 WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Ray Amaro for the construction, maintenance and use of one canopy to be attached to the building or structure at 2843 West Cermak Road, which was *Referred to the Committee on Streets and Alleys.*

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Presented By

**ALDERMAN GUTIERREZ (26th Ward):**

*Referred*-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 2601 WEST DIVISION STREET.

A proposed order directing the Commissioner of General Services to issue a permit to American Union Savings and Loan Association for the maintenance and use of one canopy attached to the building or structure at 2601 West Division Street, which was *Referred to the Committee on Streets and Alleys.*



Presented By

**ALDERMAN BUTLER (27th Ward):**

GRATITUDE EXTENDED TO MS. DARLENE JONES AND AUDITORIUM  
THEATRE FOR ALLOWING CHILDREN OF HENRY HORNER  
HOMES TO EXPERIENCE FINE  
ARTS PERFORMANCE.

A proposed resolution reading as follows:

WHEREAS, Cultural experiences are important to the moral fiber of our society and enrich all our lives; and

WHEREAS, Uplifting cultural experiences are not always available to the many people who cannot afford them; and

WHEREAS, Ms. Darlene Jones of Chicago's renowned Auditorium Theatre recently was instrumental in extending an outstanding cultural experience to a group of children from Henry Horner Homes when she and the Auditorium Theatre invited them to see the hit play, *Les Miserables*; and

WHEREAS, For many of these children, this was their first time in the Loop, not to mention their first experience with live theater, and it was an event that they will remember all their lives; and

WHEREAS, Aware and caring citizens like Ms. Darlene Jones extend the wonders of our great city and our great culture to all Chicagoans; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby express our gratitude to Ms. Darlene Jones and the Auditorium Theatre for their success in reaching out to the children of Henry Horner Homes, and for providing these young people with an indelible cultural experience which enriches their lives; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ms. Darlene Jones.

Alderman Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
179, SECTION 179-19.5 BY REQUIRING SELLERS OF  
SMOKING MATERIALS AND PARAPHERNALIA  
TO KEEP SALES RECORDS.

Also, a proposed ordinance to amend Chapter 179 of the Municipal Code by renumbering current Section 179-19.5 to be 179-19.6 and inserting a new Section 179-19.5 which would require all persons selling smoking materials and paraphernalia to keep an open register with a description of items sold, buyer's name and address, product price and age of buyer, to be available for police inspection during business hours, which was *Referred to the Committee on Economic Development*.

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*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPIES AT 2750 WEST GRAND AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Nelson Brothers Furniture Corporation for the maintenance and use of two canopies attached to the building or structure at 2750 West Grand Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN E. SMITH (28th Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 193.1,  
SECTION 193.1-13 BY PERMITTING EVICTION OF TENANTS  
CONVICTED OF DRUG LAW VIOLATIONS.

A proposed ordinance to amend Chapter 193.1, Section 193.1-13 by redesignating paragraphs (e), (f), (g) and (h) as paragraphs (f), (g), (h) and (i) respectively and inserting a new paragraph 193.1-13(e) which would give any landlord the right to terminate a rental agreement with any tenant found in violation of laws for the possession of drugs and/or drug paraphernalia, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

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Presented By

**ALDERMAN E. SMITH (28th Ward) And OTHERS:**

*Referred*-- ESTABLISHMENT OF BULK GARBAGE PICK-UP DAY  
SCHEDULE FOR AREA BOUNDED BY SOUTH HALSTED  
STREET, WEST CHICAGO AVENUE, SOUTH AUSTIN  
AVENUE AND WEST CERMAK ROAD.

A proposed ordinance, presented by Aldermen E. Smith, Davis and Giles, urging the establishment of a bulk garbage pick-up day schedule by the Commissioner of Streets and Sanitation pursuant to Section 14-3 of the Municipal Code for the area bounded on the east by South Halsted Street, on the north by West Chicago Avenue, on the west by South Austin Avenue and on the south by West Cermak Road, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 25 BY  
ADDING NEW SECTION 25-15.1 WHICH WOULD REQUIRE  
LETTER OF ACCEPTANCE OR NONACCEPTANCE  
FROM MINORITY SUBCONTRACTORS PRIOR  
TO AWARD OF ORIGINAL  
CONTRACT.

A proposed ordinance, presented by Aldermen E. Smith, Jones and Shaw, to amend Chapter 25 of the Municipal Code by adding thereto a new section to be known as Section 25-15.1 which would require minority subcontractors to submit a letter of acceptance or

nonacceptance for filing with the city Purchasing Department prior to the awarding of the original contract for the supply of services or products with the city, which was *Referred to the Committee on Finance*.

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Presented By

ALDERMAN DAVIS (29th Ward):

CONGRATULATIONS EXTENDED TO MS. CAROL FISCHER  
AS RECIPIENT OF "GOLDEN APPLE" AWARD FOR  
OUTSTANDING TEACHING ACHIEVEMENTS.

A proposed resolution reading as follows:

WHEREAS, Teaching is one of the noblest of all professions known to humankind; and

WHEREAS, Education is the key! Education is not only the key to success in life; but is also the key to maintaining America's cultural, scientific, intellectual, economic, technological and political leadership in a world that is groping for peace, stability and economic well-being; and

WHEREAS, At all costs, we must provide maximum opportunity for our children to be taught, to learn, to think critically and to grasp every opportunity available for self-development; and

WHEREAS, Teachers have characteristically and traditionally provided our society with the tools for continued development, often times without proper recognition or just compensation; and

WHEREAS, Ms. Carol Fischer is an outstanding teacher of Math and Computer Science at the Frederick Douglass Middle School under the capable leadership of its Principal, Mr. Alvin Lubov; and

WHEREAS, Ms. Fischer is filled with creative energy and is able to motivate, stimulate and activate her students to a quest for knowledge and a high level of learning; and

WHEREAS, As a result of her highly successful methods, she has been given the "Golden Apple Award" by the Foundation for Excellence In Teaching; now, therefore.

*Be It Resolved*, That The Honorable Mayor Richard M. Daley and the Chicago City Council in meeting this 24th day of May, 1989, A.D., do hereby commend and congratulate Ms. Fischer for her outstanding achievement; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Ms. Fischer as a token of our appreciation for her outstanding work and accomplishments.

Alderman Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO MR. JOHN H. JOHNSON AS  
RECIPIENT OF 1989 ANNUAL FOUNDERS AWARD FOR  
DISTINGUISHED SERVICE, LEADERSHIP  
AND HUMAN RELATIONS.

A proposed resolution reading as follows:

WHEREAS, Learning to live together in harmony with mutual understanding, trust and respect is one of the great challenges facing our society; and

WHEREAS, The National Conference of Christians and Jews for many years has been in the forefront of efforts to normalize relations, find solutions to societal problems and generate a more wholesome environment in which all of humankind might live; and

WHEREAS, Mr. John H. Johnson, Chairman of Johnson Publishing Company and its subsidiaries, exemplifies and projects the best of America, its past, its present and yes, its future; and

WHEREAS, After migrating to Chicago from Arkansas City, Arkansas, with little more than a loving, caring, committed, dedicated and hardworking mother, youthful energy, a thirst for knowledge, an understanding of the principles of hard work and his own sense of personal ambition and a desire to be free; and

WHEREAS, Mr. Johnson attended the Wendell Phillips High School and Northwestern University where he excelled and prepared himself for the struggles and successes which were yet to come; and

WHEREAS, With less than meager resources, Mr. Johnson started what has become one of the major publishing businesses in the United States of America; and

WHEREAS, While climbing the ladder to economic and social prominence, Mr. Johnson has never forgotten his roots and continues to provide opportunities for others to benefit from his personal success; and

WHEREAS, Mr. Johnson has devoted and continues to devote a tremendous amount of his time, energy and money to the promotion, maintenance and development of civic, charitable and cultural activities and institutions, foremost among them, the United Negro College Fund and Northwestern University; and

WHEREAS, As a result of his broad range of civic, social and philanthropic endeavors, the National Conference of Christians and Jews has seen fit to present to Mr. John H. Johnson, its Annual Founders Award in 1989, for distinguished services, leadership and human relations; now, therefore,

*Be It Resolved*, That we, Mayor Richard M. Daley and the Chicago City Council in meeting this 24th day of May, 1989, A.D., do hereby acknowledge these noteworthy accomplishments of a great American who from a very humble beginning with his wife and family has built and developed one of the great personal empires of our time and uses it to further the cause of humanity, thereby deserving our recognition and congratulations; and

*Be It Further Resolved*, That an appropriate copy of this resolution be prepared for presentation to Mr. Johnson as evidence of the esteem in which he is held by this august body and the great city which we represent.

Alderman Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays -- None.*

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

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*Referred --* EXEMPTION OF 1300 NORTH MAYFIELD BLOCK  
CLUB FROM PAYMENT OF PERMIT FEE FOR YARD  
LIGHT INSTALLATIONS.

Also, a proposed ordinance to exempt the 1300 North Mayfield Block Club from payment of the permit fee issued by Department of Inspectional Services for the installation of yard lights, pursuant to Section 137-6 of the Municipal Code, which was *Referred to the Committee on Finance.*

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*Referred --* PERMISSION TO HOLD FESTIVAL ON PORTION  
OF WEST JACKSON BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Cynthia Williams of the Austin Peoples Action Center to hold a festival on both sides of West Jackson Boulevard, from South Central Avenue to West Austin Boulevard for the period extending June 7 through June 11, 1989, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

ALDERMAN DAVIS (29th Ward) And ALDERMAN  
FIGUEROA (31st Ward):

COMMENDATIONS EXTENDED TO ILLINOIS HOUSE SPEAKER  
MICHAEL MADIGAN FOR LEADERSHIP INITIATIVE IN  
PASSAGE OF STATE INCOME TAX INCREASE.

A proposed resolution reading as follows:

WHEREAS, The primary responsibility of leadership is to lead; and that's exactly what House Speaker Michael Madigan did last week when he introduced and shepherded through to passage in the Illinois House, an increase in the State Income Tax; and

WHEREAS, This proposed increase is by no means a panacea for Chicago's or Illinois revenue needs; however, it does indeed provide greatly needed resources for education and for local governments throughout the state; and

WHEREAS, Most specifically it does not address effectively the need for welfare reform with a view toward substantially raising the basic grant, or the question of medicaid increases which is greatly needed to try and stave off the additional closing of hospitals in inner city and rural areas throughout the state; and

WHEREAS, In spite of these imperfections, the Madigan Income Tax Proposal is an avenue towards solving some of Chicago's and the State of Illinois' financial problems; now, therefore,

*Be It Resolved*, That we, Mayor Richard M. Daley and the Chicago City Council in meeting this 24th day of May, 1989, A.D., do hereby commend House Speaker Madigan for his leadership in moving the Illinois General Assembly off dead center by putting on the table a tax increase plan which may be massaged and shaped to deal most effectively with the revenue needs of Chicago and the State of Illinois; and

*Be It Further Resolved*, That a copy of this resolution be forwarded to Representative Madigan as an expression of our appreciation.

Alderman Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

*Nays* -- Alderman Stone -- 1.

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

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Presented By

ALDERMAN HAGOPIAN (30th Ward):



REQUEST FOR BANKRUPTCY COURT TO RESTORE  
EASTERN AIRLINES TO FULL OPERATION  
UNDER INDEPENDENT TRUSTEE  
SUPERVISION.

A proposed resolution reading as follows:

WHEREAS, For more than 50 years, Eastern Airlines has been a major contributor to the health and welfare of the United States economy; and

WHEREAS, Eastern Airlines has contributed many millions of dollars to the Chicago economy. A large amount is collected monthly for rental of facilities at O'Hare International Airport, and Eastern has employed thousands of persons in the Chicagoland area; and

WHEREAS, Since its purchase by Texas Air Corporation, Eastern Airlines has lost over 33% of its employees nationally, has had gross revenues reduced by more than One Billion Dollars, and now has been placed in bankruptcy court; and

WHEREAS, The very existence of Eastern Airlines, one of the oldest major carriers in the nation, has now been placed in great jeopardy by the actions of Texas Air Corporation; now, therefore,

*Be It Resolved*, That the City of Chicago expresses its great concern and requests, in the interest of Eastern's creditors, employees and the City of Chicago, that the bankruptcy court exercise its powers and restore Eastern Airlines to full operation under the supervision and control of an independent trustee.

Alderman Hagopian moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Hagopian, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

At this point in the proceedings, Alderman Hagopian noted the presence of Eastern Airlines Captain Michael O'Rooke in the visitors gallery. Mr. O'Rooke stood and was warmly received by the City Council and assembled guests.

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MAY 25 -- 26, 1989 PROCLAIMED OFFICIAL "POPPY DAYS"  
IN CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, Since the birth of "Poppy Day", sponsored by the Veterans Organizations and Ladies Auxiliary members and thousands of volunteers who distribute the familiar red veteran-assembled "Poppy" honoring millions of America's war dead, who served their country, will take place on May 25th and May 26th, 1989; and

WHEREAS, The proceeds donated on "Poppy Day", is a contribution to support and provide services and daily needs of "creature comforts" to these hospitalized veterans throughout the year by volunteers; and

WHEREAS, The memorial "Little Red Poppy" is more than a material poppy, and to the casual observer, it may be just some red material fashioned into a blossom and some green around a thin wire to make a stem. However, there are thousands of Chicago citizens who once a year make a contribution -- donation for the opportunity to wear that "Red Poppy Flower". They know that the "Little Red Poppies" are assembled by hospitalized veterans who wear them with honor as a silent symbol that says:

"We Remember -- And We Are Grateful"

; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council assembled on this 24th day of May, 1989, do proclaim Thursday, May 25th and Friday, May 26th, 1989, as the official "Poppy Days" in the City of Chicago and encourage every citizen to make a contribution to volunteers on this day when presented with "Little Red Veteran Poppies", in the spirit of "Chicago -- the City for all the people" with a big heart in support of its veteran population; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to representatives and urge their continued dedication to the "Poppy Day" program.

Alderman Hagopian moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Hagopian, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

At this point in the proceedings, Mayor Richard M. Daley invited Mr. Wendell Phillips (Senior Vice Counsel of Cook County American Legion), Ms. Wanda V. Lovely (1st Division President of Cook County American Legion Auxilliary), Mr. Joseph A. Stacy (Cook County Poppy Delegate), Mr. John B. Mahoney (Administrative Assistant of the American Legion, Past State Commander), Ms. Elizabeth Rudy (Treasurer for Poppy Day in Chicago), Mr. Thomas Rudy (President of Poppy Day Association), Ms. Anita M. Flynn (Amvets Post 48), Mr. Jesse L. Sumpen (Amvets Division 1 Commander, Post 247), Mr. John O. Helander (Police Post Number 18 of Amvets), Mr. Jakob Miller (Amvets Post 247 Commander) and Mr. Darryl Urchel (Vaughan Chapter of the Paralyzed Veterans of America) to the Mayor's rostrum where they were formally presented with a parchment copy of the resolution and graciously accepted the applause of the Council and assembled guests. The delegate group then presented a bouquet of flowers to Mayor Daley in gratitude for the honor accorded them.

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COMMENDATIONS EXTENDED TO UNITED STATES ARMED FORCES  
ON THEIR ARMED SERVICES VOCATIONAL APTITUDE  
BATTERY STUDENT TESTING PROGRAM.

Also, a proposed resolution reading as follows:

WHEREAS, The Armed Services Vocational Aptitude Battery (A.S.V.A.B.) is used to determine the vocational and academic aptitude of students in school throughout Metropolitan Chicago, interested in entering the civilian or military service; and

WHEREAS, This testing service is available free of charge to all students in Metropolitan Chicago schools through the staff of counselors and teachers, with information that is vital to guiding and facilitating student learning through the military recruiting offices of the United States Army, United States Air Force, United States Marines, United States Navy, United States Coast Guard and the Illinois National Guard; and

WHEREAS, It is in the best interest of the citizens of Chicago and parents of our children attending schools in the City of Chicago to provide these students the exposure to

relevant information that will aid them in determining their educational and vocational goals; and

WHEREAS, Realizing that the most precious treasure in America are the minds of our student youth, "Who are the citizens of tomorrow" and the military leaders who are custodians of our most precious commodity, "Freedom", we urge the City of Chicago Public Schools Education System under the leadership of the Superintendent of Schools to encourage a cooperative program between the Department of Defense, Armed Services Vocational Aptitude Battery (A.S.V.A.B.) testing services and the City of Chicago public school system, colleges and institutions of higher learning to give to those students who choose that opportunity; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council assembled on the 24th day of May, 1989, do hereby commend the Armed Forces of the United States as they perform their dedicated daily patriotic duty as the custodians of "Freedom"; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available and presented to the Commanders of United States Army Recruiting Battalion Chicago, 3551st United States Air Force Squadron, United States Marine Corps Recruiting Station of Chicago, United States Navy District of Chicago, and United States Coast Guard Recruiting.

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

On motion of Alderman Hagopian, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

At this point, Mayor Richard M. Daley invited Lieutenant Colonel Stephen Oren of the United States Marine Corps, Lieutenant Colonel Peter E. Riedel of the United States Army, Lieutenant Colonel Olin Hudson of United States Army Recruiting, Major Guerra of the United States Air Force, Captain Davie of the United States Navy, Captian Laurin A. Devine II of the Illinois Army National Guard and Petty Officer Clower of the United States Coast Guard to the Mayor's rostrum, where they were warmly applauded by the City Council and assembled guests.

Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- EXECUTION OF AGREEMENT WITH RIVERPOINT  
LIMITED PARTNERSHIP FOR INSTALLATION OF  
PRIVATE BENEFIT TRAFFIC  
CONTROL SIGNALS.

A proposed ordinance to authorize the Mayor and the Commissioner of Public Works to execute and the City Clerk to attest to an agreement with the Riverpoint Limited Partnership for the installation of private benefit traffic control signals at the intersection of North Wood Street and West Fullerton Avenue, which was *Referred to the Committee on Finance*.

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*Referred* -- PERMISSION TO HOLD SAINT BONAVENTURE  
ANNUAL CARNIVAL ON PORTION OF NORTH  
PAULINA STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend Michael J. Murray to hold the Saint Bonaventure Annual Carnival on church grounds located on North Paulina Street, from 2703 to 2749 for the period extending May 24 through May 29, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN MELL (33rd Ward):**

CONGRATULATIONS EXTENDED TO MR. CURTIS GOFF ON  
BEING NAMED "CHICAGO NORTHWEST SERTOMAN  
OF THE YEAR".

A proposed resolution reading as follows:

WHEREAS, Curtis Goff is probably one of this proud city's most caring and concerned citizens; and

WHEREAS, In recognition of his many good deeds on behalf of a grateful public, the Sertoma (Service to Mankind) Organization has named Curtis Goff "Chicago Northwest Sertoman of the Year"; and

WHEREAS, Along with his wife, Judy and son, James, Curtis Goff has been involved in a multitude of charitable activities, including the collection of outer garments for the homeless in winter; the gathering of clothing, furniture and provisions for some 35 families left homeless by the tragedy of fire; the provision of food to senior citizens at Thanksgiving; and the organization of caroling groups at Christmas to collect food for the benefit of the less fortunate; and

WHEREAS, Curtis Goff's dedication as a Beat Representative with the Chicago Police Department has made his community safer. He has provided tips and information which help police control and limit crimes in his neighborhood, and has spearheaded a program of painting house numbers on the alley frontage of each residential property, so that police and fire personnel can speedily identify residences in emergencies; and

WHEREAS, The leaders of this great city are grateful to such concerned and constructive citizens as Curtis Goff; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989 A.D., do hereby congratulate Curtis Goff on having been named the Sertoma Organization's "Chicago Northwest Sertoman of the Year", and we extend to this outstanding citizen our gratitude and best wishes; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Curtis Goff.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

*Referred* -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Marcial Torres, doing business as Witzars Auto Detail -- to maintain and use one canopy at 2445 North Milwaukee Avenue; and

F. W. Woolworth Company -- to maintain and use one canopy at 3401 West Diversey Avenue.

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Presented By

**ALDERMAN KOTLARZ (35th Ward):**

CONGRATULATIONS EXTENDED TO MS. SANJIDA CHOWDHURY  
ON BEING SELECTED TO REPRESENT CITY OF  
CHICAGO AT ILLINOIS JUNIOR ACADEMY  
OF SCIENCE EXPOSITION.

A proposed resolution reading as follows:

WHEREAS, Sanjida Chowdhury, an eighth grade student at John B. Murphy Elementary School, 3539 West Grace has been selected to represent the City of Chicago at the Illinois Junior Academy of Science Exposition in May at the University of Illinois, at Champaign; and

WHEREAS, Sanjida received an "Outstanding Award" for her mathematics project, "Comparing Molecular Size", in which she was assisted by the excellent faculty of the Murphy School and by the Murphy School P.T.A.; and

WHEREAS, To qualify for this event, Sanjida first won the top honors at the Murphy School Science Fair and then went on to be chosen to compete at the citywide level from among over 10,000 entrants from the Chicago public schools who competed on the district level; and

WHEREAS, Sanjida will be one of the few eighth graders among the fifty students selected from over 300 elementary and high school entrants in the city-wide Chicago Public Schools Student Science Fair at the Museum of Science and Industry to advance to the state-wide level; and

WHEREAS, Sanjida has received numerous awards from private industry in recognition of her achievement; now, therefore,

*Be It Resolved*, That we, Mayor Richard M. Daley and the members of the City Council of the City of Chicago, assembled in meeting this 24th day of May, 1989, do hereby extend to Sanjida Chowdhury, to the entire faculty and staff of John B. Murphy Public School, and to the P.T.A. of the John B. Murphy School our sincere congratulations on this outstanding achievement; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and forwarded to Sanjida Chowdhury and to the Principal of the John B. Murphy Public School.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED TO MR. EDWARD WODNICKI  
ON BEING NAMED "MAN OF THE YEAR" BY  
POLISH AMERICAN POLICE  
ASSOCIATION.

Also, a proposed resolution reading as follows:

WHEREAS, The Polish American Police Association hosted its 25th Annual Awards Day Banquet; and



WHEREAS, In this silver anniversary year, the Polish American Police Association honored Edward Wodnicki, Chief of Detectives for the Chicago Police Department; and

WHEREAS, On February 16, 1958, Edward Wodnicki joined the Chicago Police Department, where he began his career in the Woodlawn District, and following Woodlawn came assignments in Area 1 Task Force and the Englewood District; and

WHEREAS, In 1961, Edward Wodnicki was assigned to the Detective Division, Area 1 Burglary, and he was promoted to Sergeant in 1968; and

WHEREAS, Ed Wodnicki led an 18th District Tactical Team through the civil turmoil of the late sixties, and in this capacity he also instituted a program to reduce criminal gang activity in the Cabrini-Green public housing complex; and

WHEREAS, Assigned to the Detective Division, General Assignment Section, at Area 6, then Sergeant Wodnicki was actively involved in the successful investigation of the infamous 4.3 million dollar Purolator Corporation theft; and

WHEREAS, Ed was promoted to Lieutenant on April 16, 1976, and assumed command of the 11th District Tactical Unit, and following this assignment he took command of the Detective Division Burglary Unit at Area 6, and brought this Unit's focus on the reduction of crimes committed by the organized or serial burglary offenders; and

WHEREAS, In October of 1981, Edward Wodnicki became Commander of the Gang Crimes North Unit, and in this capacity he established and aggressively pursued a policy to disorient and disrupt the illegal street gangs by offering alternatives to peripheral members and asserting the law with the hard-core; and

WHEREAS, Returning to his admitted first love, Ed Wodnicki became Commander of the Area 6 Detective Division in November of 1983, and working with civic and commercial organizations, he initiated many innovative concepts designed to alleviate the perception of crime through investigative services; and

WHEREAS, In March of 1985, Commander Wodnicki received the award of the Chicago Association of Commerce and Industry for his efforts and dedication; and

WHEREAS, Ed Wodnicki continued his career advancement in 1987, receiving promotion to both Captain and Deputy Chief of Detectives that year, and in 1988 he served as an Assistant Deputy Superintendent for Operational Services and was promoted to the rank of Chief of Detectives for the Chicago Police Department; and

WHEREAS, In recognition of the silver anniversary, the Polish American Police Association held a dinner and dance at the House of the White Eagle in Niles on May 5, 1989; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby congratulate the Polish American Police Association on its 25th Annual Awards Day Banquet; that we congratulate Edward Wodnicki on being named Man of the Year by the Association; that

we commend the members of this fine organization for their devotion to untiring service; and that we extend our best wishes to them for continued success in their future endeavors; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Chief of Detectives Edward Wodnicki and to the Polish American Police Association.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the organizations listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Barbakan Restaurant -- to maintain and use one canopy at 3308 West Milwaukee Avenue; and

Garfield Ridge Bank & Trust, under Trust 3641 -- to maintain and use one canopy at 3956 West Belmont Avenue.

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Presented By

ALDERMAN CULLERTON (38th Ward):

*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL  
AND/OR STREET FAIR ON PORTION OF NORTH  
LAVERGNE AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to Saint Bartholomew Church to hold a carnival and/or street fair in the 3600 block of North Lavergne Avenue and in the alley of the 4900 block, between West Patterson Avenue and West Addison Street, for the period extending June 4 through June 12, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 5630 WEST BELMONT AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Price Associates, Incorporated for the maintenance and use of one existing canopy attached to the building or structure at 5630 West Belmont Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN LAURINO (39th Ward):**

*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 3449 WEST PETERSON AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Via Veneto il Restorante for the maintenance and use of one existing canopy attached to the building or structure at 3449 West Peterson Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN PUCINSKI (41st Ward):**

## TRIBUTE TO LATE MRS. ELINOR WAYMAN.

A proposed resolution reading as follows:

WHEREAS, In His infinite wisdom, God the Almighty has called to rest Elinor (Mrs. Howard) Wayman; and

WHEREAS, She was an outstanding community leader in Edgebrook for many years and was, in fact, fondly referred to as "Mrs. Edgebrook"; and

WHEREAS, She was president of the Edgebrook Woman's Club in 1980 -- 1982 and exerted superb leadership; and

WHEREAS, She was chairman of the Crime and Safety Division, Public Affairs Department of the Edgebrook Woman's Club and gave a report at almost every meeting, and planned an excellent annual program to improve the quality of life; and

WHEREAS, She received a 1st Award of Merit at the District and the State level from the Public Affairs Committee of the General Federation of Women's Clubs of Illinois; and

WHEREAS, She was also Community Association Representative of the Edgebrook Chamber of Commerce; and

WHEREAS, She and her husband, Howard, were instrumental in founding the Edgebrook Community Association in 1935 and was on the Board of Directors and became its Community Development Director; and

WHEREAS, She and her husband had celebrated their 65th wedding anniversary; and

WHEREAS, The loss of her leadership and talents have left a void in the Edgebrook community and the clubs in which she served; and

WHEREAS, She was the beloved mother of Roger and Glenn and the grandmother of three; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council gathered here this 24th day of May, 1989, A.D. do hereby extend to the family of Elinor Wayman our sincere condolences and heartfelt sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Howard Wayman in remembrance.

Alderman Pucinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the following proposed resolution. The motion *Prevailed*.

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

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CONGRATULATIONS EXTENDED TO MR. AND MRS.  
HENRY GALLAS ON THEIR GOLDEN  
WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Henry Gallas are celebrating their 50th wedding anniversary on May 28, 1989; and

WHEREAS, They were born and raised in Chicago and were married at Trinity Lutheran Church; and

WHEREAS, They have five children: Donald; Sandra (Tom) Theobald; Delores (Guy) Aul; Nancy Woodward; and Gary (Joyce); and

WHEREAS, They have six grandchildren: Eric and Christina Theobald; Brandon and Jamie Aul; Spencer Woodward; and Mark Gallas; and

WHEREAS, They have founded Andrews Decal Company, Incorporated, which has been in existence almost forty years and whose orders extend internationally to Scotland; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, in meeting assembled this 24th day of May, 1989, do hereby congratulate Henry and Betty Gallas on this special occasion of their 50th wedding anniversary as an example of their love and commitment to their marriage vows; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for Mr. and Mrs. Henry Gallas.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays -- None.*

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

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*Referred-- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH CANFIELD AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the A to Z Party Center to hold a merchant's sidewalk sale on that part of North Canfield Avenue, from West Talcott Avenue to the parking lot and on West Talcott Avenue, from North Canfield Avenue to the alley, during the period of May 19 and 20, 1989, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred-- EXEMPTION OF DANISH OLD PEOPLES HOME FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.*

Also, a proposed ordinance to exempt the Danish Old Peoples Home from the physical barrier requirement pertaining to alley accessibility for its parking facility at 5656 North Newcastle Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys.*

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

TRIBUTE TO LATE MR. BARNEY GOLDBERG.

A proposed resolution reading as follows:

WHEREAS, Almighty God in His infinite mercy and wisdom called Mr. Barney Goldberg to his eternal reward on Thursday, May 11, 1989; and

WHEREAS, Mr. Goldberg and his brother, Louis Goldberg founded Goldberg's Fashion Forum; and

WHEREAS, Mr. Goldberg gave devoted service to our great country in World War II; and

WHEREAS, Mr. Goldberg was Director of the Joseph and Bessie Feinberg Foundation which recently gave \$17 Million for the Feinberg Cardiovascular Research Foundation at Northwestern University Medical School; and

WHEREAS, Mr. Goldberg was Director of the Jewish National Fund of Chicago; and

WHEREAS, Mr. Goldberg was Director of the Associated Talmud Torah and Hebrew Theological College; and

WHEREAS, Mr. Goldberg was also Director and honorary Governor of Sertoma (Service to Mankind); now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this 24th day of May, 1989, do hereby express our deepest sympathy at the passing of Mr. Barney Goldberg, and do also extend to his brother, Louis; and his sisters, Frances and Beatrice; and his nephew, Michael our deepest and heartfelt condolences on the occasion of their profound loss. Mr. Barney Goldberg 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. Barney Goldberg.

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 AND HONOR EXTENDED TO MR. JESSE  
C. WHITE, JR. FOR DEVOTION TO HIS WORK WITH  
CABRINI GREEN YOUTHS.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. Jesse C. White, Jr., has served as a representative in his near north side legislative district in the Illinois House of Representatives for twelve years; and

WHEREAS, Mr. Jesse White, throughout his legislative career, has sponsored and fought for legislation that has benefited the people of the State of Illinois, the City of Chicago, and in particular, the residents of the near north side; and

WHEREAS, Mr. Jesse White, as Chairman of the Illinois House Human Services Committee, has lead the fight for just laws in the areas of health, public aid, child welfare, and rehabilitation services for the physically handicapped; and

WHEREAS, Mr. Jesse White began his life of public service as a young man by serving his country as a paratrooper for the 101st Airborne Division of the United States Army; and

WHEREAS, Mr. Jesse White has always strived to build for the future of our society by working unselfishly with young people as a public school teacher, a coach of wrestling, basketball, volleyball, and track, and as leader of a Boy Scout troop; and

WHEREAS, For over twenty years, Mr. Jesse White has also developed and instituted his own programs to fight the gangs at the Cabrini Green Housing Projects; and

WHEREAS, In an area where households headed by males are less than 25%, Jesse White has been a father figure for well over 800 young boys who have come through the Jesse White Tumbling Team in the last 29 years, and the Jesse White Drum Core in the last 23 years; and

WHEREAS, Jesse White has taught these youngsters not to smoke, drink, swear, lie, skip school, or take drugs, as well as the value of hard work and pride in achievement so that they may strive for a better life; and

WHEREAS, Through the efforts of his Tumbling Team, Jesse White has helped to train legions of "Ambassadors of Cabrini-Green," reminding the world that Cabrini Green is home to decent and talented human beings; and

WHEREAS, Mr. Jesse White has received many honors and awards for his work including the Chicago Crime Commission's "Top Citizen Award," the "National Volunteer Award," the Citizens' School Committee's "Most Dedicated Teacher of the Year Award," and the "Good Scout Award;" and

WHEREAS, On June 2, 1989, Demicco Youth Service, Incorporated, an organization providing an array of youth services ranging from crisis and intervention services to arts programs, will be presenting Mr. Jesse White with a "Special Hero Award" for his many years of volunteer work and dedication to the community; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 24th day of May, 1989, do hereby honor and congratulate Mr. Jesse White for his unselfish devotion to his constituents and his untiring work with the young people in Cabrini-Green; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Jesse C. White.



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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- REPEAL OF ORDINANCE WHICH AUTHORIZED SALE  
OF PARCEL R-2 (N) TO FATHER AND SON  
PIZZERIA, INCORPORATED.

Also, a proposed ordinance to repeal the ordinance previously passed on August 28, 1986 (Council Journal pages 33189 -- 33191) which approved the sale of Parcel R-2 (N) in Commercial District Development Project Clybourn-Ogden to Father and Son Pizzeria, Incorporated for failure to comply and proceed with the construction of a building within the time required under the terms of the sale, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

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*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, five proposed ordinances to grant permission and authority to the organizations listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank and Trust Company, under Trust 106132-06 -- to construct, maintain and use one flagpole over the public way adjacent to 1419 -- 1423 North Wells Street;

Crema Doles Limited, doing business as Crema Dolce -- to maintain and use a portion of the public way adjacent to its premises at 2 West Elm Street for a sidewalk cafe;

Fast a Food, Incorporated, doing business as Fast a Food -- to maintain and use a portion of the public way adjacent to its premises at 601 North Wells Street for a sidewalk cafe;

Harry's Cafe, Incorporated, doing business as Harry's Cafe -- to maintain and use a portion of the public way adjacent to its premises at 1035 North Rush Street for a sidewalk cafe; and

R.F.N., Incorporated, doing business as Bellagio -- to maintain and use a portion of the public way adjacent to its premises at 400 North Clark Street for a sidewalk cafe.

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*Referred* -- PERMISSION TO HOLD OUTDOOR EVENTS AT  
SPECIFIED LOCATIONS.

Also, four 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 and for the periods specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Karen Annarino -- to hold the Conseil Des Arts on that part of East North Water Street from North McClurg Court to approximately 850 feet south thereof for the period extending May 18 through June 25, 1989;

Boys and Girls Clubs of Chicago, c/o Ms. Mary C. Frey -- to hold the First Annual Celebrity Tie Auction in front of 356 West Huron Street and in the roadway of West Huron Street between North Orleans Street and North Sedgwick Street during the period of June 8 and 9, 1989;

M. C. Mages Sports -- to hold a sidewalk sale in front and alongside 620 North LaSalle Street for the period extending May 25 through May 29, 1989; and

Bishop Tim Lynes/Holy Name Cathedral -- for ordination of priests on that part of West Superior Street, between North State Street and North Wabash Avenue, on Saturday, May 20, 1989.

*Referred* -- EXEMPTION OF CIRQUE DU SOLEIL FROM  
PAYMENT OF FEES IN CONJUNCTION WITH  
"CONSEIL DES ARTS".

Also, a proposed order exempting Cirque du Soleil from payment of all license and permit fees in conjunction with the "Conseil Des Arts" on that part of East North Water Street, between North McClurg Court and approximately 850 feet south thereof, which was *Referred to the Committee on Finance*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR  
VARIOUS PURPOSES.

Also, two 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 Special Events and Cultural Affairs*, as follows:

Anti-Cruelty Society -- to close to traffic that part of West Grand Avenue, between North Wells Street and North LaSalle Street, along with the north-south alley between West Grand Avenue and East Illinois Street and to provide for the erection of tents in the parking lot and in the alley aforesaid during the period of September 9 and 10, 1989 in conjunction with A.C.S.'s 90th anniversary dinner dance and benefit celebration; and

North Pier/Broadacre Development Company, c/o Mr. Paul F. McCarthy -- to close to traffic that part of North McClurg Court, between East Illinois Street and East North Water Street, for the period extending June 1 through June 4, 1989 in conjunction with the opening celebration at Navy Pier.

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*Referred* -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, eleven proposed orders directing the Commissioner of General Services to issue permits to the organizations listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank and Trust of Chicago, under Trust 106992-05 -- for three canopies at 680 North Lake Shore Drive;

Mr. Fred Greif -- for one canopy at 1578 North Clybourn Avenue;

J.A.O., Incorporated, doing business as Avanzare -- for one canopy at 161 East Huron Street;

R. H. Love Galleries, Incorporated -- for one canopy at 100 East Ohio Street;

McDonald's Corporation -- for one canopy at 645 North McClurg Court;

Movietime Home Video -- for one canopy at 109 West North Avenue;

Prince Realty -- for one canopy at 357 West Erie Street;

Sandrose Corporation -- for two canopies at 608 North Michigan Avenue;

Starbucks Corporation -- for one canopy at 948 North Rush Street;

Whitemont Management Corporation -- for one canopy at 100 East Chestnut Street; and

Whitemont Management Corporation -- for one canopy at 102 East Chestnut Street.

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*Referred* -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue sign permits to the contractors listed below for the erection of signs/signboards at the locations specified, which were *Referred to the Committee on Zoning*, as follows:

Grate Sign Company -- to erect a sign/signboard at 770 North LaSalle Street for Re/Max Realtors; and

Hyre Electrical -- to erect a sign/signboard at 900 North Michigan Avenue for JMB/Urban Investment Development Company.

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Presented By

**ALDERMAN NATARUS (42nd Ward) And  
ALDERMAN EISENDRATH (43rd Ward):**

JUNE 17, 1989 PROCLAIMED AS "EXPRESS-WAYS CHILDREN'S  
MUSEUM INTERNATIONAL CHILDREN'S DAY"  
IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Express-Ways Children's Museum will observe "International Children's Festival", on Saturday, June 17, 1989; and

WHEREAS, "International Children's Festival" will mark the 3rd Annual International Festival of Express-Ways Children's Museum, located at 435 East Illinois Street, in North Pier Chicago; and

WHEREAS, Chicago-area children and their families will enjoy an international environment at North Pier Chicago for a day as they enjoy various performances and hands-on activities, in keeping with Express-Ways' philosophy that learning comes best through doing, not just viewing; and

WHEREAS, Since Express-Ways opened in October of 1982, more than 250,000 children have enjoyed its hands-on exhibits, workshops and special programs; and

WHEREAS, The museum provides activities designed to encourage creative participatory and interactive learning through interdisciplinary exhibits and programs that inspire children toward discovery and self-expression, without regard to national origin, race, sex, religion or socio-economic background; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago, gathered in a meeting this 24th day of May, 1989, do hereby proclaim Saturday, June 17, 1989, to be Express-Ways Children's Museum International Children's Day in Chicago in honor of its 3rd Annual International Children's Festival and urge all citizens to be cognizant of the special events arranged for this time.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays -- None.*

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

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Presented By

**ALDERMAN EISENDRATH (43rd Ward):**

*Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 127  
BY ADDING NEW SECTION 127-11.2 REQUIRING THAT  
FUEL PUMPS CONTAIN VAPOR  
RECOVERY DEVICES.*

A proposed ordinance to amend Chapter 127 of the Municipal Code by adding thereto a new section, to be known as Section 127-11.2, which would require all fuel pumps to be equipped with stage two vapor recovery devices as deemed permissible under regulations promulgated by the Commissioner of the Department of Consumer Services, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

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*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:

Ms. Susan Ergang -- to hold the Altgeld/Lill Street Neighbors Fest in the alley between West Altgeld Street and West Lill Avenue, from North Sheffield Avenue to North Seminary Avenue on June 17, 1989; and

LaSalle Language Academy Parents-Teachers Association -- to hold the Old Town Triangle Association Art Fair on that part of North Orleans Street, from West Willow Street to West Eugenie Street during the period of June 10 and 11, 1989.

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH SEMINARY AVENUE FOR  
BLUES FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to DePaul University to close to traffic that part of North Seminary Avenue between West Belden Avenue and West Fullerton Street for a blues festival on Friday, May 26, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred*-- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the organizations listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Kaehler, Incorporated -- to maintain and use one canopy at 2734 North Clark Street; and

The Phoenix Realty Group, Incorporated -- to maintain and use one canopy at 2755 North Pine Grove Avenue.

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Presented By

**ALDERMAN HANSEN (44th Ward):**

*Referred*-- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the organizations listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Color Me Coffee, Incorporated, doing business as Color Me Coffee -- to maintain and use a portion of the public way adjacent to 3000 North Sheffield Avenue for use as a sidewalk cafe; and

Java Jive, Limited, doing business as Java Jive -- to maintain and use a portion of the public way adjacent to 909 West School Street for use as a sidewalk cafe.

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*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 2828 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Century Limited Partnership for the maintenance and use of one canopy attached to the building or structure at 2828 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN HANSEN (44th Ward) And OTHERS:**

*Referred* -- ESTABLISHMENT OF GUIDELINES TO DEFINE AND  
HELP DETER BIAS OR HATE-BASED CRIME.

A proposed ordinance, presented by Aldermen Hansen, Rush, Burke, Figueroa, Eisendrath, Schulter, M. Smith and Orr, to establish regulations and guidelines defining bias or hate-based crime or intimidation in an effort to deter criminal acts and institutional vandalism of the aforesaid nature and assigning responsibilities for the gathering and reporting of information on bias-based crime and victim assistance, which was *Referred to the Committee on Human Rights and Consumer Protection*.

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Presented By

**ALDERMAN SHILLER (46th Ward):**



*Referred*-- PERMISSION TO HOLD BUDDHIST TEMPLE  
ANNUAL SUMMER FESTIVAL ON PORTION OF  
WEST LELAND AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. James Barrientos to hold the Buddhist Temple's annual summer festival, cultural performances and exhibits in the 1100 block of West Leland Avenue from North Broadway to North Racine Avenue during the period of June 23 through 25, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred*-- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Bertha, Marshall and Larry Goldberg, doing business as Hotel Carlos -- to maintain and use one canopy at 3834 North Sheffield Avenue; and

Mr. Louis Gorgees -- to maintain and use one canopy at 1461 -- 1467 West Montrose Avenue.

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*Referred*-- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 3531 NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Doyle Signs, Incorporated for the erection of a sign/signboard at 3531 North Broadway for Jewel/Osco Drugs, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN SHILLER (46th Ward) And  
ALDERMAN HANSEN (44th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 160  
BY ADDING NEW CLASS IV TO CURRENT  
PEDDLER CLASSIFICATIONS.

A proposed ordinance to amend Chapter 160 of the Municipal Code, various sections, by adding a new Class IV peddler category to the current peddlers classifications (which would establish licensing requirements and fees) in addition to clarifying and including said category within the general license issuance regulations, and furthermore, to prohibit Class I, II or III peddlers from operating within 1,000 feet of certain stadiums, which was *Referred to the Committee on License*.

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Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO  
MR. CARLOS ORTIZ ON HIS GRADUATION  
FROM AUDUBON SCHOOL.

A proposed resolution reading as follows:

WHEREAS, Carlos Ortiz, an outstanding student at Audubon School, graduates June 20, 1989; and

WHEREAS, Carlos Ortiz has had a straight A average through most of his school career. An active and well-liked student, he has represented Audubon at the district level in the Academic Olympics Competition, the Mathcounts Competition and the District Science Fair; and

WHEREAS, Carlos Ortiz is thus an exemplary student; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby congratulate Carlos Ortiz on his graduation from Audubon School, and extend to this fine citizen our very best wishes for great success and happiness in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Carlos Ortiz.

Alderman Schuler moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Schuler, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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CONGRATULATIONS AND BEST WISHES EXTENDED TO  
MS. IRIS TUDELA ON HER GRADUATION  
FROM AUDUBON SCHOOL.

A proposed resolution reading as follows:

WHEREAS, Iris Tudela, an honor student at Audubon School, graduates June 20, 1989; and

WHEREAS, Iris Tudela has had many accomplishments during her grammar school years. She wrote a book which was entered in the Young Authors Contest, and she was a regular participant in the Audubon School Science Fair; and

WHEREAS, Her exemplary department throughout her years at Audubon has established Iris Tudela as one of this year's finest graduates; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby congratulate Iris Tudela on her graduation from Audubon School, and extend to this fine citizen our very best wishes for great success and happiness in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Iris Tudela.

Alderman Schuler moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Schulter, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- PERMISSION TO HOLD CARNIVAL ON PORTION  
OF NORTH ROCKWELL STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Richard Brandon of the Neighborhood Boys Club to hold a carnival in the 3900 block of North Rockwell Street for the period extending June 12 through June 25, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN SCHULTER (47th Ward) And OTHERS:**

**TRIBUTE TO LATE JOHN F. POLASKI.**

A proposed resolution, presented by Aldermen Schulter, Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Sheahan, Garcia, Krystyniak, Gutierrez, Austin, Kotlarz, Giles, Laurino, O'Connor, Pucinski, Natarus, Levar and M. Smith, reading as follows:

WHEREAS, God in His infinite wisdom has called to his eternal reward John F. Polaski, a noted citizen; and

WHEREAS, John F. Polaski was immensely active in organizations throughout the Chicago area: He was Secretary-Treasurer for the Painter District Council 14 and a member of the Loyal Order of Moose Chicago Southwest Lodge L.O.O.M. 44 and Vice-President of Local Union 147; and

WHEREAS, John F. Polaski was also Vice-President of the Greater Chicago Vicinity Port Council, the Chicago Federation of Labor and the American Federation of Labor; and

WHEREAS, A devoted family man, John F. Polaski is survived by his wife, Mary, a daughter and two sons, a granddaughter, other relatives and many friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, A.D., do hereby express our sorrow on the passing of John F. Polaski, and extend to his fine family and many friends our deepest sympathy.

Alderman Schuler moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

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

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Presented By

**ALDERMAN M. SMITH (48th Ward):**

CONGRATULATIONS AND BEST WISHES EXTENDED TO  
MS. KATHY OSTERMAN AS DIRECTOR  
OF SPECIAL EVENTS.

A proposed resolution reading as follows:

WHEREAS, Kathy Osterman has long been a towering public servant, most recently as a member of this august body from April, 1987 to May, 1989; and

WHEREAS, In her relatively short tenure as Alderman of the great 48th Ward, Kathy Osterman made her presence felt, and indeed left an indelible impression of straightforward, constructive thinking and planning, and of sincere concern for the constituents she represented; and

WHEREAS, A sign of the regard with which Kathy Osterman has been held by her grateful constituents was her election as Democratic Committeeman of the 48th Ward in March, 1988; and

WHEREAS, Kathy Osterman was elected to the City Council following a six-year success as supervisor of the State's Attorney's Office community unit. She has always cared, and her toughness, resilience, and perseverance have earned for her an uncommon respect among her peers; and

WHEREAS, Mayor Richard M. Daley has named Kathy Osterman Director of Special Events for the City of Chicago; and

WHEREAS, We look forward to an extended association with Kathy Osterman, wearing her new hat and, as ever, exemplifying the Chicago "I Will" Spirit; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of May, 1989, do hereby congratulate our friend, Kathy Osterman, as she moves into the executive branch of Chicago government, and extend to her our loyalty, our respect, and our best wishes for great success in her new job as Director of Special Events; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Kathy Osterman.

Alderman M. Smith 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 M. Smith, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Referred* -- ISSUANCE OF PERMIT TO CONSTRUCT AND  
MAINTAIN CANOPY AT 1020 WEST  
ARGYLE STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Cafe Mhu-Hoa Restaurant to construct and maintain one canopy to be attached to the building or structure at 1020 West Argyle Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN ORR (49th Ward):**

COMMENDATION EXTENDED TO BISHOP SAMUEL RUIZ FOR  
HIS HUMANITARIAN EFFORTS ON BEHALF OF  
GUATEMALAN REFUGEES.

A proposed resolution reading as follows:

WHEREAS, Bishop Samuel Ruiz of the Diocese of San Cristobal de las Casas in Chiapas, Mexico will be visiting Chicago between May 27 and June 2, 1989; and

WHEREAS, Bishop Ruiz was born in Guanajuato, Mexico and was ordained as a Priest in the Roman Catholic faith 40 years ago, serving as Bishop for the past 26 years; and

WHEREAS, Bishop Ruiz has been the friend and protector of poor and disenfranchised peasants in an area of Mexico characterized by extreme poverty; and

WHEREAS, Bishop Ruiz has gained international renown for his efforts to protect refugees fleeing repression and civil war in Guatemala, organizing and directing international relief efforts and ensuring that basic services are provided to allow the refugees to live in human dignity; and

WHEREAS, Under Bishop Ruiz's leadership, the Christian Committee In Solidarity With The Guatemalan Refugees has played a crucial role in supporting the refugees; now, therefore,

*Be It Resolved*, That the City Council of Chicago does hereby congratulate and commend Bishop Samuel Ruiz for his humanitarian efforts on behalf of the Guatemalan refugees and all the poor and oppressed; and

*Be It Further Resolved*, That the City Council of Chicago, on behalf of the people of Chicago, extends a hearty welcome to Bishop Ruiz on the occasion of his visit to our city.

Alderman Orr 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 Orr, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays -- None.*

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

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*Referred--* AMENDMENT OF MUNICIPAL CODE BY ADDING  
NEW CHAPTER 130.8 ENTITLED  
"POLYSTYRENE PLASTIC".

Also, a proposed ordinance to amend the Municipal Code by adding thereto a new chapter to be known as Chapter 130.8 which would prohibit the manufacture, sale or distribution of polystyrene plastic products, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

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*Referred--* COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION  
AND PUBLIC UTILITIES URGED TO HOLD HEARINGS  
TO INVESTIGATE POSSIBILITY OF REDUCING  
CHLOROFLUOROCARBON AND  
HALON EMISSIONS.

Also, a proposed resolution urging the Committee on Energy, Environmental Protection and Public Utilities to hold hearings to investigate and determine possible actions by various city departments to reduce emissions of chlorofluorocarbons and halons into the atmosphere, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

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*Referred--* UNITED STATES CONGRESS URGED TO POST  
WARNING LABELS ON PRODUCTS OR CHEMICALS  
CONTAINING CHLOROFLUOROCARBONS.

Also, a proposed resolution urging the United States Congress to enact legislation which would require products or chemicals containing chlorofluorocarbons to display warning labels informing the public of the product's possible environmental hazards, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*



*Referred*-- UNITED STATES CONGRESS URGED TO ENACT  
TAX ON MANUFACTURE, DISTRIBUTION AND USE  
OF CHLOROFLUOROCARBONS.

Also, a proposed resolution urging the United States Congress to enact a tax on the manufacture, distribution and use of chlorofluorocarbons to encourage conservation, recovery and recycling of the environmentally hazardous chemicals, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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*Referred*-- UNITED STATES CONGRESS AND ILLINOIS GENERAL ASSEMBLY  
URGED TO ENACT LEGISLATION REGULATING DISPOSAL  
OF CHLOROFLUOROCARBONS IN REFRIGERATION  
AND AIR-CONDITIONING SYSTEMS.

Also, a proposed resolution urging the United States Congress and the Illinois General Assembly to enact legislation establishing regulatory standards for the repair, servicing and disposal of refrigeration and air-conditioning systems to reduce the venting of chlorofluorocarbons into the atmosphere and to require the recycling and reuse of said elements to the maximum extent feasible, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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Presented By

**ALDERMAN ORR (49th Ward) And  
ALDERMAN EISENDRATH (43rd Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 78.5,  
SECTIONS 78.5-3 THROUGH 78.5-5 BY ALLOWING  
ADDITIONAL FLEXIBILITY PERTAINING  
TO REQUIRED BUILDING  
ENTRANCE LOCKS.

A proposed ordinance to amend Chapter 78.5 of the Municipal Code by allowing all dwelling unit entrance door lock cylinders to be equipped with either a security collar or guard plate, and by allowing all building entrance doors to be equipped with either a deadlocking latch or a locking latch and a latch guard, and finally, by eliminating the

singular reference to "dwelling units" within the requirements for ground level window locks, which was *Referred to the Committee on Buildings.*

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Presented By

**ALDERMAN STONE (50th Ward):**

*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 7442 NORTH WESTERN AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Netti and Stanley Myers to maintain and use one existing canopy attached to the building or structure at 7442 North Western Avenue, which was *Referred to the Committee on Streets and Alleys.*

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*Referred* -- REPRESENTATIVES OF PEOPLES GAS REQUESTED TO APPEAR  
BEFORE COMMITTEE ON ENERGY, ENVIRONMENTAL  
PROTECTION AND PUBLIC UTILITIES TO  
ADDRESS PUBLIC HEALTH  
HAZARDS.

Also, a proposed resolution requesting representatives of Peoples Gas to appear before the Committee on Energy, Environmental Protection and Public Utilities to discuss the use of tamper proof gas shut-off locking devices to prevent potential dangers caused by accidents, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

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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 T. EVANS (4th Ward):*

Holy Angels Church -- construction of a new church on the premises known as 555 East Oakwood Boulevard.

*BY ALDERMAN BEAVERS (7th Ward):*

Catholic Archdiocese/Saint Bride Church -- electrical installations on the premises known as 7811 South Coles Avenue.

*BY ALDERMAN GARCIA (22nd Ward):*

The 2400 South Ridgeway Avenue Block Club -- installation of residential post lights in front of homes along both sides of the 2400 block of South Ridgeway Avenue.

*BY ALDERMAN E. SMITH (28th Ward):*

Bethel New Life, 367 North Karlov Avenue -- rehabilitation of existing structures and construction of low-income residential homes at various locations.

## LICENSE FEE EXEMPTIONS:

*BY ALDERMAN SOLIZ (25th Ward):*

Clarence Darrow Center/Lawndale Head Start, 2641 West 12th Place.

*BY ALDERMAN HANSEN (44th Ward):*

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

*BY ALDERMAN SCHULTER (47th Ward):*

Saint Matthias School, 4910 North Claremont Avenue.

*BY ALDERMAN ORR (49th Ward):*

Augustana Center, 7464 North Sheridan Road.

## CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN KELLAM (18th Ward):*

McKinley Community Services, 7933 -- 7943 South Western Avenue -- annual mechanical ventilation inspection fee and annual furnace inspection fee (2).

*BY ALDERMAN GABINSKI (32nd Ward):*

Saint Mary of Nazareth Hospital Center, 2233 West Division Street -- internal inspection of a No. 1 Murray-Water Tube Boiler.

*BY ALDERMAN O'CONNOR (40th Ward):*

Byron Center for the Rehabilitation and Training of Persons with Disabilities, 6050 North California Avenue -- semi-annual elevator inspection fee.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Lutheran General Hospital, 411 West Dickens Avenue -- annual maintenance of a private alarm box.

*BY ALDERMAN SCHULTER (47th Ward):*

Benedicts School, 2215 West Irving Park Road -- annual elevator inspection fee.

Bethany Methodist, 5015 North Paulina Street -- boiler incinerator fee.

*BY ALDERMAN ORR (49th Ward):*

Augustana Center, 7464 North Sheridan Road -- annual institutional inspection fee, annual driveway maintenance and inspection fee, annual mechanical ventilation inspection fees and annual fuel burning equipment inspection fee (4).

Rogers Park Presbyterian Church, 7059 North Greenwood Avenue -- fuel burning equipment inspection fee.

## WATER RATE EXEMPTIONS:

BY ALDERMAN O'CONNOR (40th Ward):

Covenant Home of Chicago, 2725 West Foster Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

Chicago Historical Society, 1659 North Clark Street and 1601 North Clark Street (2).

## REFUND OF FEE:

BY ALDERMAN BUTLER (27th Ward):

Onward Neighborhood House, 600 North Leavitt Street -- refund in the amount of \$75.00.

## WAIVER OF FEE:

BY ALDERMAN J. EVANS (21st Ward):

8800 South Laflin Block Club, various locations -- waiver of fee for the installation of yard lights for residents of the 8800 block of South Laflin Avenue.

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (May 10, 1989).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on May 10, 1989, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal as follows:

Page 1051 -- by deleting the name "Committee on Budget and Governmental Operations" appearing on the tenth line from the top of the page and inserting in lieu thereof the name "Committee on the Budget and Government Operations".

Page 1054 -- by deleting the name "Committee on Budget and Governmental Operations" appearing on the third line from the top of the page and inserting in lieu thereof the name "Committee on the Budget and Government Operations".

The motion to correct *Prevailed*.

Alderman Beavers moved to *Correct* said printed Official Journal as follows:

Page 888 -- by deleting the words "Automatic traffic control signal" appearing on the twelfth line from the top of the page and inserting in lieu thereof the words "Four-Way Stop sign".

The motion to correct *Prevailed*.

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JOURNAL CORRECTION.

(April 26, 1989)

*Special Meeting.*

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the Special Meeting held on Wednesday, April 26, 1989, as follows:

Page 4 -- by deleting the name "Committee on Budget and Governmental Operations" appearing on the eleventh line from the top of the page and inserting in lieu thereof the name "Committee on the Budget and Government Operations".

Page 8 -- by deleting the name "Committee on Budget and Governmental Operations" appearing on the first line at the top of the page and inserting in lieu thereof the name "Committee on the Budget and Government Operations".

The motion to correct *Prevailed*.

Alderman Burke moved to *Approve* said printed Official Journal as corrected and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**UNFINISHED BUSINESS.**

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ISSUANCE OF FINAL LOAN COMMITMENTS TO VARIOUS  
APPLICANTS UNDER RENTAL REHABILITATION  
AND MULTI-UNIT REHABILITATION  
ASSISTANCE PROGRAMS.

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 May 10, 1989, pages 608 through 631, recommending that the City Council pass certain proposed ordinances printed on pages 608 through 612, 616 through 620, 624 through 626 and 628 through 629, authorizing the issuance of final loan commitments to various applicants under the Rental Rehabilitation and Multi- Unit Rehabilitation Assistance Programs.

On motion of Alderman Burke, the said proposed ordinances 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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

*Clark Street Partners.*

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan in the aggregate amount of \$568,800; said loan to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$1,304,120 in other investment for the rehabilitation of 36 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

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



SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue final loan commitments to the proposed owner/borrower as shown in Exhibit A for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

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

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

*Exhibit "A".*

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program/ Rental Rehab.
Clark Street Partners 6642 -- 6654 North Clark Street 36 dwelling units	\$1,304,120	\$568,800
Total City Funds:	\$568,800	
Total Private Funds:	<u>\$1,304,120</u>	
Total Development Costs:	\$1,872,920	
Total Dwelling Units:	36	

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*Mr. Andy Roman, Jr. And Mr. Joseph Mrowiec.*

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan in the aggregate amount of \$110,000; said loan to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$310,000 in other investment for the rehabilitation of 10 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue final loan commitments to the proposed owner/borrower as shown in Exhibit A for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

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

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

*Exhibit "A".*

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program/ Rental Rehab.
Andy Roman, Jr. Joseph Mrowiec 2643 -- 2645 North Washtenaw Avenue 10 dwelling units	\$310,000	\$110,000
Total City Funds:	\$110,000	
Total Private Funds:	<u>\$310,000</u>	
Total Development Costs:	\$420,000	
Total Dwelling Units:	10	

*Chicago Title And Trust Company, Under Trust  
Agreement 1091585.*

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan in the aggregate amount of \$581,500; said loan to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$736,625 in other investment for the rehabilitation of 27 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue final loan commitments to the proposed owner/borrower as shown in Exhibit A for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

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

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

*Exhibit "A".*

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program/ Rental Rehab.
Barbara Hazelkorn 1930 -- 1938 Humboldt Boulevard 27 dwelling units	\$736,625	\$581,500
Total City Funds:	\$581,500	
Total Private Funds:	<u>\$736,625</u>	
Total Development Costs:	\$1,318,125	
Total Dwelling Units:	27	

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*Ms. Jeanne Wallace, Ms. Mary Thompson  
And Ms. Isabel Malone.*

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan in the aggregate amount of \$406,000; said loan to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$324,000 in other investment for the rehabilitation of 18 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue final loan commitments to the proposed owner/borrower as shown in Exhibit A for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

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

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

*Exhibit "A".*

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program/ Rental Rehab.
J. Wallace I. Malone M. Thompson 7546 South Peoria Street 18 dwelling units	\$324,000	\$406,000
Total City Funds:	\$406,000	
Total Private Funds:	<u>\$324,000</u>	
Total Development Costs:	\$730,000	
Total Dwelling Units:	18	

*Lunt And Wolcott Partnership.*

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan in the aggregate amount of \$1,089,440; said loan to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$1,359,560 in other investment for the rehabilitation of 40 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue final loan commitments to the proposed owner/borrower as shown in Exhibit A for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

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

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



*Exhibit "A".*

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program/ Rental Rehab.
Lunt and Wolcott Partnership 1846 -- 1852 West Lunt Avenue/7001 North Wolcott Avenue 40 dwelling units	\$1,359,560	\$1,089,440
Total City Funds:	\$1,089,440	
Total Private Funds:	<u>\$1,359,560</u>	
Total Development Costs:	\$2,449,000	
Total Dwelling Units:	40	

*P.R.I.D.E.*

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in federal fiscal year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan in the aggregate amount of \$1,044,952; said loan to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$1,456,488 in other investment for the rehabilitation of 52 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue final loan commitments to the proposed owner/borrower as shown in Exhibit A for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

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

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

*Exhibit "A"*

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program/ Rental Rehab.
P.R.I.D.E. 4946 West Adams Street 4945 West Monroe Street 5000 West Adams Street 52 dwelling units	\$1,456,488	\$1,044,952
Total City Funds:	\$1,044,952	
Total Private Funds:	<u>\$1,456,488</u>	
Total Development Costs:	\$2,501,440	
Total Dwelling Units:	52	

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AMENDMENT OF MUNICIPAL CODE CHAPTER 26, SECTION 26-26  
BY ESTABLISHING ELIGIBILITY REQUIREMENTS FOR  
PERSONS OR BUSINESS ENTITIES SEEKING  
CITY CONTRACTS.

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 May 10, 1989, pages 606 and 607, recommending that the City Council pass a proposed ordinance amending Chapter 26, Section 26-26 of the Municipal Code by establishing eligibility requirements for persons or business entities seeking city contracts.

Alderman Eisendrath presented the following proposed substitute ordinance:

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

SECTION 1. Chapter 26, Section 26-26 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

26-26. No person or business entity shall be awarded a contract or sub- contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or [any other public entity] *the federal government or any state or local government in the United States* in that [officer] *officer's* or employee's official capacity; [nor] or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct. [Ineligibility under this section shall continue for three years following such conviction or admission.]

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official [thereof,] *thereof (including the person committing the offense, if he is a responsible official of the business entity)*, the business entity shall be chargeable with the conduct. *One business entity shall be chargeable with the conduct of an affiliated entity. For purposes of this section, business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.*

*Ineligibility under this section shall continue for three years following such conviction or admission. The period of ineligibility may be reduced or waived by the Purchasing Agent, upon the written application of the ineligible person or business entity, supported by documentation of either or both of the following reasons:*

*(i) reversal of the conviction or judgment on which the ineligibility is based, unless the conviction or judgment is based on an admission of conduct described in subsections (a) or (b) above; or*

*(ii) bona fide change in ownership and/or control of the business entity, or other mitigating factors sufficient in the judgment of the Purchasing Agent to remove the conditions giving rise to the conduct that led to the ineligibility. Mitigating factors may include without limitation: disciplinary action against all persons responsible for the acts giving rise to the ineligibility; remedial action designed to prevent a recurrence of the acts giving rise to the ineligibility; or a determination by the Purchasing Agent that the past conduct of the business entity does not indicate a pattern or history of similar acts.*

*The Purchasing Agent may also suspend the ineligibility of a person or business entity in order to allow execution of a contract with the person or entity, upon written application*

by the head of a city agency or department affected by the proposed contract, setting forth facts sufficient in the judgment of the Purchasing Agent to establish:

(i) that the public health, safety or welfare of the city require the goods or services of the person or business entity; and

(ii) that the city is unable to acquire the goods or services at comparable price and quality, and in sufficient quantity from other sources.

An application to reduce or waive the period of ineligibility, or to suspend ineligibility for a specific contract, shall be verified by the applicant. The determination to reduce or waive the period of ineligibility, or to suspend ineligibility for a specific contract, shall be made in writing and shall specify the reasons for the decision.

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

Alderman Eisendrath moved to substitute the foregoing proposed ordinance for the proposed ordinance printed in the Journal of the Proceedings of May 10, 1989. The motion to substitute *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Eisendrath, the foregoing proposed substitute ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 43.

*Nays* -- Alderman Steele -- 1.

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

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## MISCELLANEOUS BUSINESS.

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### ASSIGNMENT OF MEMBERS TO CITY COUNCIL STANDING COMMITTEES AMENDED FOR YEARS 1987 -- 1991.

Alderman Burke presented the following proposed resolution:

*Be It Resolved by the City Council of the City of Chicago, That the following shall be members on Standing Committees of the City Council of Chicago for the 1987 -- 1991 term:*

COMMITTEE ON AGING AND DISABLED

M. Smith

COMMITTEE ON AVIATION

M. Smith

COMMITTEE ON BEAUTIFICATION AND RECREATION

M. Smith

COMMITTEE ON ECONOMIC DEVELOPMENT

M. Smith

COMMITTEE ON FINANCE

Soliz

COMMITTEE ON HEALTH

M. Smith

COMMITTEE ON HOUSING, LAND ACQUISITION, DISPOSITION AND LEASES

Natarus

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION

M. Smith

COMMITTEE ON LICENSE

M. Smith

; and

*Be It Further Resolved*, That the following members were removed from the following committees:

COMMITTEE ON AGING AND DISABLED

Osterman

COMMITTEE ON HOUSING, LAND ACQUISITION, DISPOSITION AND LEASES

J. Evans

COMMITTEE ON LICENSE

Huels

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- None.

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

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*Rules Suspended* -- COMMENDATIONS EXTENDED TO MR.  
EDWIN J. BELL UPON HIS RETIREMENT AFTER  
THIRTY-FIVE YEARS OF DEDICATED  
CITY SERVICE.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, Edwin J. Bell will retire from his post as Chief Administrative Officer of the Committee on Finance after thirty-five years of dedicated service to the City of Chicago on June 5, 1989; and

WHEREAS, Mr. Bell has for all these years been a loyal and dutiful servant to the people and City of Chicago; and

WHEREAS, Mr. Bell has always maintained a pleasant demeanor through trying times and served as an inspiration to all his admiring fellow workers; and

WHEREAS, Mr. Bell always found time in his intense and productive workday to be a comforting and understanding friend to his co-workers; and

WHEREAS, Mr. Bell was recognized for his commitment to a better Chicago and his productive and administrative talent by rising to the post of Chief Administrative Officer of the Committee on Finance; and

WHEREAS, Mr. Bell was proud to have worked long and hard to achieve the position he finally attained on the basis of merit and ability; and

WHEREAS, Mr. Bell has been a faithful and hardworking employee of the Committee on Finance under Mayors Richard J. Daley, Michael Bilandic, Jane Byrne, Harold Washington, Eugene Sawyer and Richard M. Daley; and

WHEREAS, Mr. Bell has been a trusted advisor to the Chairmen of the Committee on Finance from Alderman Keane, Alderman Bilandic, Alderman Frost, Alderman Timothy Evans, Alderman Natarus to Alderman Burke; and

WHEREAS, Mr. Bell is such an outstanding example of quiet industry and unquestioned diligence that his contribution should not go unrecognized; now, therefore,

*Be It Resolved*, That the Mayor of the City of Chicago and the City Council duly assembled this 24th day of May, 1989, do hereby commend, thank and laud the contribution Edwin J. Bell has made in making Chicago a better place to live and our best wishes to his lovely wife, Nina, and his two beautiful daughters, Denise and Miriam; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Edwin J. Bell.

On motion of Alderman Burke, seconded by Aldermen Natarus, Austin, Pucinski, Bloom, Shaw, T. Evans, Stone, Mell, Davis, Caldwell and Laurino, the foregoing proposed resolution was *Adopted* by a viva voce vote.

Alderman Burke then moved to *Suspend the Rules Temporarily* to allow Mr. Bell the privilege of the floor. The motion *Prevailed*.

Speaking from the Council floor, Mr. Bell observed that when in a reflective mood, he regarded the City Council and the city it represents as a mosaic or tapestry, at times boldly colored and at times gossamer but in its essence a representation of the hopes, aspirations,



fears and loves of the city as reflected through the City Council. However symbolically conceived, he continued, service to the City Council had afforded him the opportunity to "see all there is to see of the City of Chicago" and was a gift that, always with him, "could not be measured in any way, shape or form". Mr. Bell then took his leave with expressions of thanks to the many city employees who had assisted him; to the staff of the Committee on Finance; to his secretary, Mary Lynn Pelzer; to his wife, Nina and his daughters, Denise and Miriam and to the members of the City Council and the Mayor.

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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:

A delegation from Lusaka, Zambia which included The Honorable Fwanyanga M. Mulikta, Speaker of the National Assembly and former Zambian Ambassador to the United States, The Honorable Alexis Cadman Luhila, and The Honorable Titus Mulenga Mukupa, Members of Parliament, and Mr. Ralph Readyson Mwale, Parliamentary Librarian;

Fifty students from Whittier School in Kenosha, Wisconsin;

Twenty-five students from Lake Zurich High School in Lake Zurich, Illinois;

Forty students from Mount Greenwood School, accompanied by their teachers Ms. Theresa J. Walker, Ms. Maura Anne Foy, Ms. Donna O'Connor and Ms. Catherine Randolph;

Forty-five students from Saint Maurice School;

Sixty students from Rudyard Kipling Elementary School;

Thirty-five students from A. O. Sexton School, accompanied by their teacher Ms. Pauline S. Cole; and

Ten students from the Urban Life Center.

**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, June 14, 1989, at 10:00 A.M. in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,  
*City Clerk.*

